**SCHEDULE A**

**TO UCC FINANCING STATEMENT**

**(Master Tenant)**

Debtor: [DEBTOR’S NAME IN ALL CAPITAL LETTERS]

[DEBTOR’S ADDRESS IN ALL CAPITAL LETTERS]

SECURED PARTY: [SECURED PARTY’S NAME IN ALL CAPITAL LETTERS]

[SECURED PARTY’S ADDRESS IN ALL CAPITAL LETTERS]

This financing statement covers all of Debtor’s present and future right, title and interest in and to all of the following property (the “**Collateral Property**”):

1. **Goods.**

All goods which are (a) located on, (b) used or intended to be used now or in the future in connection with the management or operation of, or (c) held or generated by Debtor specifically with respect to, the multifamily residential apartment complex known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Property**”), including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment, including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions of the foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds) and any other equipment, supplies or furniture owned by Debtor and leased to any third party service provider or any other tenant or manager of the Property; and other tangible personal property which is used now or in the future in connection with the management or operation of the Property or is located on the Property (the “**Goods**”);

1. **Personalty.**

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or Collateral Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

1. **Insurance.**

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

1. **Contracts.**

All contracts, options and other agreements for the sale of any part of the Property or Collateral Property entered into by Debtor now or in the future, and any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Property, including cash or securities deposited to secure performance by parties of their obligations;

1. **Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property, **[INSERT FOR NON-SHARIA AND NON-HTC TRANSACTIONS WHEN USING FORM 6446.ML:** including rent paid under any Master Lease,**]** subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for other services provided at the Property or Collateral Property, whether now due, past due, or to become due, and all resident and tenant security deposits, application fees, processing fees, community fees and any other amounts or fees paid by any resident or tenant upon execution of a Lease, **[INSERT FOR SHARIA AND HTC TRANSACTIONS WHEN USING FORM 6468.ML:** exclusive of any rent, fees or other sums due or to become due by Debtor, as lessee, to Secured Party, as lessor, paid under any Master Lease**]** (the “**Rents**”);

1. **Leases.**

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or Collateral Property, or any portion of the Property or Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), any residency or occupancy agreements pertaining to residents of the Property, and all modifications, extensions or renewals thereof, **[INSERT FOR NON-SHARIA AND NON-HTC TRANSACTIONS WHEN USING FORM 6446.ML:** and specifically including**]** **[INSERT FOR SHARIA AND HTC TRANSACTIONS WHEN USING FORM 6468.ML:** exclusive of**]** that certain Master Lease dated as of \_\_\_\_\_\_\_\_\_ by and between **[MASTER LESSEE ENTITY]** and **[LESSOR/BORROWER ENTITY]** (the “**Master Lease**”);

1. **Names.**

All names under or by which any of the Property or Collateral Property may be operated or known, and all trademarks, trade names and goodwill relating to any of the Property or Collateral Property;

1. **Other Proceeds.**

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

1. **Accounts.**

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the state in which the Property is located (the “**UCC**”), shall have the meanings assigned to them by the UCC.

**[Remainder of Page Intentionally Blank]**