**SCHEDULE A**

**TO UCC FINANCING STATEMENT**

**(Interest Rate Cap)**

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 the following types (or items) of property:

1. all of Debtor’s right, title, and interest in and to that certain Rate Cap Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the notional amount of $ \_\_\_\_\_\_\_\_\_\_ (Reference No. \_\_\_\_\_\_\_\_) between Debtor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Initial** **Counterparty**”), all related documentation, and all amendments, modifications, renewals, and replacements thereof (the “**Current Interest Rate Cap Documents**”);
2. all of Debtor’s right, title, and interest in and to any subsequent interest rate cap agreements between Debtor and the counterparty to any such subsequent interest rate cap agreement (together with the Initial Counterparty, the “**Counterparty**”), including all related documentation, and all amendments, modifications, renewals, and replacements thereof (collectively with the Current Interest Rate Cap Documents, the “**Interest Rate Cap Documents**”);
3. any and all moneys payable to Debtor, from time to time, pursuant to the Interest Rate Cap Documents by Counterparty (the “**Payments**”), whether credited to a custodial account maintained by Secured Party (the “**Interest Rate Cap Reserve Escrow Account**”), held in the course of payment or collection by Secured Party, or otherwise;
4. any residual right, title, or interest Debtor may have in the Interest Rate Cap Reserve Escrow Account;
5. all monthly deposits made by Debtor into the Interest Rate Cap Reserve Escrow Account, whether credited to the Interest Rate Cap Reserve Escrow Account, held in the course of payment or collection by Secured Party, or otherwise;
6. all interest earned and profits realized on funds in the Interest Rate Cap Reserve Escrow Account;
7. all rights, liens, and security interests or guarantees now existing or hereafter granted by Counterparty or any other person to secure or guaranty payment of the Payments due to Debtor pursuant to the Interest Rate Cap Documents;
8. all cash, funds, investments, securities, accounts, general intangibles, and all other property held from time to time in the Interest Rate Cap Reserve Escrow Account and all certificates and instruments representing or evidencing any of the foregoing;
9. all rights of Debtor under any of the foregoing, including all rights of Debtor to the Payments, contract rights, and general intangibles now existing or hereafter arising with respect to any or all of the foregoing;
10. all documents, writings, books, files, records, and other documents arising from or relating to any of the foregoing, whether now existing or hereafter arising;
11. all extensions, renewals, and replacements of the foregoing; and
12. all cash and non‑cash proceeds and products of any of the foregoing, including, without limitation, interest, dividends, cash, instruments, proceeds of any insurance, and other property from time to time received, receivable, or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing.