**SCHEDULE A**

**TO UCC FINANCING STATEMENT**

**(Master Tenant)**

**(Delaware Statutory Trust)**

**[DRAFTING NOTE: CREATE ONE UCC FOR EACH DEBTOR (e.g., separate documents for EACH master lessee). THIS UCC-1 FROM MASTER LESSEE TO LESSOR IS TO PERFECT THE SECURITY INTEREST IN THE UCC COLLATERAL GRANTED BY MASTER LESSEE TO LESSOR IN THE PROPERTY LEVEL ASSIGNMENT OF LEASES AND RENTS. A CORRESPONDING UCC-3 ASSIGNMENT FROM LESSOR TO LENDER/FANNIE MAE MUST ACCOMPANY THIS UCC-1 FINANCING STATEMENT.]**

Debtor: **[DEBTOR’S/MASTER LESSEE’S NAME IN ALL CAPITAL LETTERS]**

**[DEBTOR’S/MASTER LESSEE’S ADDRESS IN ALL CAPITAL LETTERS]**

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

**[SECURED PARTY’S/LESSOR’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 of the following that 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 with respect to, the **[multifamily residential apartment complex known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** (the “**Property**”): 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); 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 (collectively, “**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 (collectively, the “**Personalty**”);

1. **Rents.**

All rents (whether from residential or non-residential space), revenues and other income from the Property, including 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, exclusive of any rent, fees or other sums due or to become due by Debtor, as lessee, to Secured Party, as lessor, under the Master Lease (collectively, 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 or Secured Party is a cooperative housing corporation), and all modifications, extensions or renewals thereof, exclusive of that **[certain Master Lease dated as of \_\_\_\_\_\_\_\_\_ by and between [MASTER LESSEE ENTITY] and [LESSOR/BORROWER ENTITY]]** (the “**Master Lease**”);

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 management and operation of the Property; and

1. **Contracts and Other Proceeds.**

Any and all contracts, and all products and cash and non-cash proceeds of any of the above.

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]**