**FINANCING STATEMENT**

**EXHIBIT B – PRESERVATION REHABILITATION**

(Revised 10-4-2022)

All of Debtor’s present and future right, title and interest in and to all of the following:

(1) “**Fixtures**,” which means all property owned by Debtor which is attached to the real property described in Exhibit A (“**Land**”) and/or the improvements located on the Land (“**Improvements**”) (“**Property**” means the Land and/or the Improvements.) so as to constitute a fixture under applicable law, including: 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; and exercise equipment.

(2) “**Personalty,**” which means all of the following:

(i) Accounts (including deposit accounts) of Debtor related to the Property.

(ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).

(iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).

(iv) Any operating agreements relating to the Land or the Improvements.

(v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.

(vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a **“Governmental Authority”** (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).

(vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement (“**Loan Agreement**”) evidencing and securing the loan secured by this financing statement (**“Loan”**).

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 (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.

(4) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirement.

(5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor’s interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease (**“Leasehold Estate”**), the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu of such a taking.

(6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.

(7) All “**Rents**,” which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.

(8) All “**Leases**,” which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.

(9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.

(10) All “**Imposition Reserve Deposits**,” which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.

(11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).

(12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.

(13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Loan Agreement).

(14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, “**Rate Cap Agreements**”), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party’s making the loan that is the subject of such Loan Documents, together with all of the following:

(i) Any and all moneys (collectively, “**Rate Cap Payments**”) payable from time to time pursuant to any Rate Cap Agreement by the interest rate cap provider or other counterparty to a Rate Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (“**Rate Cap Provider**”).

(ii) All rights of the Debtor under any Rate Cap Agreement, and all rights of the Debtor to all Rate Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.

(iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, granted by a Rate Cap Provider or any other person to secure or guaranty payment of any Rate Cap Payment.

(iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.

(v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).

(15) Reserved.

(16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.

(17) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

**CHOOSE THE FOLLOWING IF EQUITY INVESTOR CAPITAL CONTRIBUTIONS ARE PLEDGED:**

(\_\_) All of Debtor’s right in and to (A) the Capital Contributions and all investments, interest, income and other gain from the investment of such moneys, (B) all of Debtor’s rights to enforce the obligations of Equity Investor to Debtor under any of the Organizational Documents, (C) all payments due or to become due from Equity Investor under the Organizational Documents, and (D) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory).

As used herein:

“**Capital Contributions**” means the payments which may hereafter become due from Equity Investor to Debtor as capital contributions pursuant to the terms and conditions of the Organizational Documents, as the same may be adjusted in amount, deferred, combined with other capital contributions or payments, and/or received, due, owing or payable on other dates or from other persons and/or entities pursuant to the Organizational Documents.

**“Equity Investor”** means .

**“Organizational Documents”** means the Debtor’s organizational documents, including its limited partnership agreement (if Debtor is a limited partnership), its by-laws (if Debtor is a corporation) or its operating agreement (if Debtor is a limited liability company).

**CHOOSE THE FOLLOWING IF BRIDGE LOAN PROCEEDS ARE PLEDGED:**

(\_\_) All of Debtor’s right to receive (i) the payment, advances and disbursements of proceeds of the Equity Bridge Loan from the EquityBridge Loan Lender pursuant to the Equity Bridge Loan Documents (as such terms are defined in the Loan Agreement), and all investments, interest, income and other gain from the investment of such moneys and (ii) all investments, interest, income and other gain from the investment of such moneys.