FINANCING STATEMENT – CCA – TEL

EXHIBIT B

(Revised 6-27-2023)

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

(1) Any and all funds on deposit in any account designated as a “**Reserve Fund**” by Secured Party (other than the Rehabilitation Escrow Fund) pursuant to the Continuing Covenant Agreement (“**Continuing Covenant Agreement**”) evidencing and securing the Secured Party’s interest in the loan made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Governmental Lender**”) to Debtor (“**Loan**”) between Debtor and Secured Party which provides for the establishment of any fund, reserve or account.

(2) 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.

(3) 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).

(4) Any rights of Debtor in or under any letter of credit required under the terms of the Continuing Covenant Agreement.

(5) 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.

(6) 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.

(7) 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 Financing Documents (as defined in the Continuing Covenant Agreement) or as a condition to Secured Party’s making the loan that is the subject of such Financing 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 7(i) through (iv).

**CHOOSE THE FOLLOWING IF A HAP CONTRACT IS PLEDGED:**

(\_\_) All housing assistance payments payable with respect to the Property by the United States Department of Housing and Urban Development or **[IDENTIFY CONTRACT ADMINISTRATOR]**.

**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) 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 Continuing Covenant Agreement) and (ii) all investments, interest, income and other gain from the investment of such moneys.

**CHOOSE THE FOLLOWING IF THIS IS A RAD PROJECT WITH AN INITIAL YEAR FUNDING AGREEMENT:**

(\_\_) All amounts payable with respect to the Property by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pursuant to the [Initial Year Funding Agreement] executed in connection with the Continuing Covenant Agreement.