**FINANCING STATEMENT – FUNDING LOAN – TEL**

**GOVERNMENTAL LENDER**

**EXHIBIT A**

**(Revised 6-27-2023)**

All right, title and interest of the Debtor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ (and hereinafter referred to as “**Governmental Lender**”) in and to the “PLEDGED SECURITY” as that term is defined in that certain Funding Loan Agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Funding Loan Agreement**”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Initial Funding Lender**”), Governmental Lender and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Fiscal Agent**”), including without limitation:

(1) All right, title and interest of the Governmental Lender in and to all Revenues;

(2) All right, title and interest of the Governmental Lender in and to the Project Loan Agreement, the Project Note, the Security Instrument and the other Project Loan Documents (other than the Unassigned Rights), including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the money, income, revenues, issues, profits and other amounts payable or receivable thereunder (including all casualty insurance proceeds or condemnation awards, payments, settlements or other compensation to be paid in connection therewith), whether payable under the above referenced documents or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Governmental Lender or any other Person is or may become entitled to do under said documents; and

(3) Except for funds, money or securities in the Cost of Issuance Fund, the Administration Fund and the Rebate Fund, all funds, money and securities and any and all other rights and interests in property whether tangible or intangible from time to time thereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Funding Loan Agreement for the Funding Loan by the Governmental Lender or by anyone on its behalf or with its written consent to the Fiscal Agent, which is authorized by the Funding Loan Agreement to receive any and all such property at any and all times and to hold and apply the same subject to the terms in the Funding Loan Agreement.

The foregoing notwithstanding, if the Governmental Lender or its successors or assigns shall pay or cause to be paid to the Funding Lender in full the principal, interest and premium, if any, to become due with respect to the Funding Loan at the times and in the manner provided in Article IX of the Funding Loan Agreement, and if the Governmental Lender shall keep, perform and observe, or cause to be kept, performed and observed, all of its covenants, warranties and agreements contained in the Funding Loan Agreement, then the presents and the estate and rights thereby granted shall, at the option of the Governmental Lender, cease, terminate and be void, and thereupon the Fiscal Agent shall cancel and discharge the lien of the Funding Loan Agreement and execute and deliver to the Governmental Lender such instruments in writing as shall be requisite to satisfy the lien thereof, and, subject to the provisions of Sections 4.11 and 4.12 thereof and Article IX thereof, reconvey to the Governmental Lender the estate thereby conveyed, and assign and deliver to the Governmental Lender any property at the time subject to the lien of the Funding Loan Agreement which may then be in its possession, except for the Rebate Fund and cash held by the Fiscal Agent for the payment of interest on and principal of the Governmental Note; otherwise the Funding Loan Agreement to be and shall remain in full force and effect.

Any capitalized terms not herein defined shall have the respective meanings assigned to them in the Funding Loan Agreement.