

As of 2/23/2015

NOTE: The attached form document is provided for illustrative purposes only and should not be revised or relied on for any other purpose and is subject to further modification by the CDFI Fund. The exact terms and conditions of this document will be set forth in the final document that is executed by each party.

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: [ELIGIBLE CDFI]
[ADDRESS]

ASSIGNOR
SECURED PARTY: [QUALIFIED ISSUER]
[ADDRESS]

SECURED PARTY: **THE BANK OF NEW YORK MELLON**
101 Barclay Street, Floor 11W
New York, NY 10286

The UCC-1 Financing Statement to which this Exhibit A is attached covers all of the Debtor's right, title and interest in the following (collectively, the "Collateral"), both now owned and hereafter acquired, including, but not limited to:

1. Any and all loan documents entered into by and between the Debtor and a Secondary Borrower in connection with a Secondary Loan;
2. Any and all real property securing a Secondary Loan;
3. Any and all personal property and fixtures securing a Secondary Loan; and
4. Any and all payments, accounts, revenues, funds, receivables (including Secondary Loan Receivables), proceeds and income streams, known and unknown at this time, received by or due and owing to the Debtor from a Secondary Borrower, arising from, related to, or in any way connected, directly or indirectly, with the Debtor's making of a Secondary Loan, excluding, however, any amounts required to be set aside in segregated accounts for taxes, insurance, replacement, operating or other reserves pursuant to the Secondary Loan documents.
5. Any and all loan documents entered into by and between the Debtor and an Other Pledged Loan borrower in connection with an Other Pledged Loan;
6. Any and all real property securing an Other Pledged Loan;
7. Any and all personal property and fixtures securing an Other Pledged Loan;
8. Any and all payments, accounts, revenues, funds, receivables (including Other Pledged Loan Receivables), proceeds and income streams, known and unknown at this time, received by or due and owing to the Debtor from an Other Pledged Loan borrower, arising from, related to, or in any way connected, directly or indirectly, with the Debtor's making of an Other Pledged Loan, excluding, however, any amounts required to be set

aside in segregated accounts for taxes, insurance, replacement, operating or other reserves pursuant to the Secondary Loan documents; and

9. Any and all other Bond Loan Collateral not otherwise referred to above.

Definitions

For purposes of this Exhibit A, the following definitions shall apply:

“Act” means Section 114A of the Riegle Community Development and Regulatory Improvement Act of 1994 (Pub. L. 103-325, 108 Stat. 2160), as added by section 1134 of the Small Business Jobs Act of 2010 (Pub. L. No. 111-240, 124 Stat. 2504, 2515), codified at 12 U.S.C. § 4713a.

“Assignor Secured Party” or “Qualified Issuer” means the lender of the Bond Loan, [QUALIFIED ISSUER], organized under the laws of the State of [STATE].

“Bond” means the \$[DOLLAR AMOUNT] [QUALIFIED ISSUER] Future Advance Promissory Bond, [YEAR-NUMBER] ([ELIGIBLE CDFI]), constituting a security, in the form of a draw-down bond or note issued by the Assignor Secured Party, with each advance of funds thereunder bearing interest at an applicable Bond rate established by the Bond purchaser in accordance with Section 1808.300 of the Regulations, as may be amended, and sold to the Bond purchaser, the proceeds of which will be used for Eligible Purposes, and which benefits from a Guarantee, and is more fully described in Article II of the Bond Trust Indenture.

“Bond Loan” means the loan of Bond proceeds by the Assignor Secured Party to the Eligible CDFI, in an initial principal amount that is not less than \$10,000,000 and Bond Loan proceeds must be used for Eligible Purposes.

“Bond Loan Agreement” means that certain loan agreement related to the Bond Loan dated as of [CLOSING DATE], between the Debtor and the Assignor Secured Party.

“Bond Loan Collateral” means the Secondary Loan Receivables and Other Pledged Loan Receivables and credit enhancements, the parent guarantee, as applicable, and any and all such collateral as may be assigned to the Assignor Secured Party or the Secured Party pursuant to any Collateral Assignment or any principal loss collateral provision to secure payment in full of all amounts due under the Bond Loan Documents.

“Bond Loan Documents” means the Bond documents together with the Bond Loan Agreement, the related promissory note, and any other agreement, document or instrument, made or executed pursuant to the Bond Loan.

“Bond Trust Indenture” means the Bond Trust Indenture dated as of [CLOSING DATE], between the Assignor Secured Party and the Secured Party, as amended and supplemented.

“CDFI Fund” means the Community Development Financial Institutions Fund, a wholly owned corporation within the U.S. Department of the Treasury, established under the Community Development Banking and Financial Institutions Act of 1994, 12 U.S.C. § 4701 et seq., as amended.

“Certification of Collateral” means a certification of the Eligible CDFI with respect to Secondary Loans or Other Pledged Loans, substantially in the form attached to the Bond Loan Agreement as Exhibit D (as the same may be amended from time to time by the CDFI Fund), as applicable, together with an Itemization of Collateral.

“Collateral Assignment” means the Collateral Assignment of Mortgages, Loan Documents and Security Agreements executed by the Eligible CDFI for the benefit of the Assignor Secured Party dated as of [CLOSING DATE], as may be amended, modified, supplemented or restated from time to time.

“Eligible CDFI” or “Debtor” means [ELIGIBLE CDFI].

“Eligible Purpose” means the allowable uses of Bond proceeds and Bond Loan proceeds, which includes: (i) financing or Refinancing for community or economic development purposes described in 12 U.S.C. § 4707(b) including, but not limited to, community or economic development purposes in low-income areas or underserved rural areas, as deemed eligible by the CDFI Fund in its sole discretion; (ii) bond issuance fees in an amount not to exceed one percent (1%) of Bond Loan proceeds; and (iii) capitalization of loan loss reserves in an amount that is up to five percent (5%) of the par amount of the Bond Loan, or such other amount that is determined by the CDFI Fund in its sole discretion. The making of Secondary Loans by the Eligible CDFI shall also constitute an Eligible Purpose.

“Escrow Agreement” shall have the meaning specified in Section 5.16(f) of the Bond Loan Agreement.

“Guarantee” means the guarantee issued by the U. S. Secretary of the Treasury pursuant to the Act.

“Itemization of Collateral” means an itemized schedule of Secondary Loans and Other Pledged Loans, substantially in the form attached as Exhibit D to the Bond Loan Agreement (as the same may be amended from time to time by the CDFI Fund), which may include, but not be limited to, the following with respect to each loan therein set forth: (i) borrower name, address, phone, e-mail address and primary contact; (ii) original principal amount; (iii) outstanding principal amount; (iv) rate of interest; (v) debt service schedule; (vi) reasonable description of collateral; and (vii) maturity date.

“Other Pledged Loans” means other loans pledged as Bond Loan Collateral, owned by the Eligible CDFI the terms of which comply with the Secondary Loan Requirements such that they would be classified as Secondary Loans if they were made from Bond Loan proceeds. The Other Pledged Loans, as of any date, shall be such loans as are set forth in an Itemization of Collateral in effect as of such date, accompanied by a Certification of Collateral, including the delivery of the related promissory notes.

“Other Pledged Loan Receivables” means collectively, payment receivables from the Other Pledged Loans excluding, however, any amounts required to be set aside in segregated accounts for taxes, insurance, replacement, operating or other reserves pursuant to the Other Pledged Loan Documents, as may be set forth in the Escrow Agreement.

“Refinance” means the use of Bond proceeds to refinance an Eligible CDFI’s or Secondary Borrower’s existing loan, which loan must have been used for an Eligible Purpose.

“Regulations” means the regulations set forth at 12 C.F.R. 1808, as they may be amended from time to time.

“Secondary Borrower” means an entity that has made application to the Eligible CDFI for a Secondary Loan, been deemed creditworthy by the Eligible CDFI, meets the criteria set forth in the applicable Secondary Loan Requirements to receive a Secondary Loan, and has received a Secondary Loan.

“Secondary Loan” means the use of Bond Loan proceeds by the Eligible CDFI to finance a loan to a Secondary Borrower for Eligible Purposes, which meets the applicable Secondary Loan Requirements. The Secondary Loans, as of any date, shall be such loans as are set forth in an Itemization of Collateral in effect as of such date, accompanied by a Certification of Collateral, including delivery of the related promissory notes.

“Secondary Loan Receivables” means, collectively, payment receivables from the Secondary Loans excluding, however, any amounts required to be set aside in segregated accounts for taxes, insurance, replacement, operating or other reserves pursuant to the Secondary Loan documents, as may be set forth in the Escrow Agreement or the Bond Loan Agreement.

“Secondary Loan Requirements” means the minimum required criteria, such as is in effect at the time the loan is made or when it becomes an Other Pledged Loan or Secondary Loan established by the CDFI Fund and used by the Debtor (in addition to the Debtor’s underwriting criteria) to evaluate a request by a Secondary Borrower applicant for a Secondary Loan.

“Secured Party” or “Master Servicer/Trustee” means The Bank of New York Mellon, a New York banking corporation.

Capitalized terms used herein but not otherwise defined, shall have the meanings ascribed to them in that certain Bond Loan Agreement dated as of [CLOSING DATE], between Debtor and [QUALIFIED ISSUER].