

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.

EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: [QUALIFIED ISSUER]
[ADDRESS]

SECURED PARTY: The Bank of New York Mellon, as Master Servicer/Trustee
101 Barclay Street, Floor 11W
New York, NY 10286

Definitions

“*Bond Indenture*” means the Bond Trust Indenture dated [CLOSING DATE], between the Debtor and the Secured Party.

“*Bond Loan Agreement*” means the Bond Loan Agreement dated [CLOSING DATE] between [ELIGIBLE CDFI] and the Debtor.

“*Eligible CDFI*” means [ELIGIBLE CDFI].

Any terms not otherwise defined herein shall have the meanings set forth in the Bond Indenture.

Collateral

All right, title and interest of the Debtor presently owned or hereafter acquired in and to the following (collectively, the “Trust Estate”):

(a) The Bond Loan Agreement (as the same may from time to time be supplemented or amended), including, but not limited to, all payments of principal, Call Premium, if any, and interest due and to become due under each respective Note related to such Bond Loan Agreement and under such Bond Loan Agreement whether made at their respective due dates or as prepayments permitted or required by such Bond Loan Agreement, together with full power and authority, in the name of the Debtor or otherwise, to demand, receive, enforce, collect or receipt for any or all of the foregoing, to endorse or execute any checks or other instruments or orders, to file any claims and to take any action which the Secured Party may deem necessary or advisable in connection therewith, and the Debtor hereby irrevocably appoints the Secured Party attorney-in-fact of the Debtor for such purposes, which appointment is coupled with an interest and is irrevocable; *provided, however*, that the Debtor shall continue to have all the rights, together with the Secured Party, contained in the Bond Loan Agreement and described below:

- (i) All rights described in Article 3 pertaining to Advances under the Loan;
- (ii) All rights described in Section 5.1 pertaining to the Debtor's right to receive and request certain information;
- (iii) All rights described in Section 5.2 pertaining to the Debtor's right of access to inspect and review the particular Eligible CDFI described in the Bond Loan Agreement and certain records;
- (iv) All rights described in Section 5.4 pertaining to the Debtor's right to be advised of material events;
- (v) All rights described in Section 5.6 pertaining to insurance requirements;
- (vi) All rights described in Section 5.16(f) pertaining to the approval of the Eligible CDFI's engagement of the Escrow Agent;
- (vii) All rights described in Section 6.3(a) and (e) pertaining to the merger, consolidation or transfer of an Eligible CDFI;
- (viii) All rights described in Section 8.1 pertaining to reasonable requests to the Eligible CDFI for further assurances;
- (ix) All rights described in Section 8.3 pertaining to waiver of rights by failure or indulgence;
- (x) All rights to receive notices required to be given to the Debtor; and

provided, further, that the Debtor shall continue to have all the rights, exclusive of the Secured Party, contained in the Bond Loan Agreement and described below:

(xi) The right to receive the Qualified Issuer Fee described in Section 2.6(b) and any other fees and expenses, specifically payable to the Debtor including, but not limited to, the rights described in Section 5.11 pertaining to the Debtor's right to receive payment for costs and expenses, the rights described in Section 8.4 pertaining to the Debtor's right to reimbursement of fees and expenses, as well as any remedies available to the Debtor under the Bond Loan Agreement to recover the foregoing fees, costs, and expenses; and

(xii) The rights described in Section 5.12 pertaining to the Qualified Issuer's right to certain indemnities (exclusive of the Master Servicer/Trustee's rights to certain indemnities); items (a) (i) through (xii) are hereafter referred to as the "Bond Loan Agreement Reserved Rights."

(a) Each promissory note of the Eligible CDFI payable to the Debtor evidencing such Eligible CDFI's obligation to repay its bond loan made by the Debtor to such Eligible CDFI

pursuant to the Bond Loan Agreement, together with interest thereon, call premium, if any, and other amounts with respect thereto, as provided for in such Bond Loan Agreement, the Debtor hereby agreeing to endorse, pledge and assign such promissory note without recourse to the order of, and to deliver the same to, the Secured Party as security for the obligations of the Debtor to the Secured Party hereinafter referred to;

(b) Each Escrow Agreement (as the same may from time to time be supplemented or amended) entered into pursuant to Section 5.16(g) of the Bond Loan Agreement; provided, however, that the Qualified Issuer shall continue to have all the rights, together with the Master Servicer/Trustee, contained in each Escrow Agreement (such rights of the Qualified Issuer being the “Escrow Agreement Reserved Rights”);

(c) Each Custody Agreement (as the same may from time to time be supplemented or amended) entered into pursuant to Section 5.16(h) of the Bond Loan Agreement; provided, however, that the Qualified Issuer shall continue to have all the rights, together with the Master Servicer/Trustee, contained in each Custody Agreement (such rights of the Qualified Issuer being the “Custody Agreement Reserved Rights”); the Custody Agreement Reserved Rights, together with the Bond Loan Agreement Reserved Rights and the Escrow Agreement Reserved Rights are hereafter referred to as the “Reserved Rights”;

(d) All money or securities at any time from time to time held by the Secured Party under the terms of the Bond Indenture including such monies on deposit in, in transit to or credited to any account or fund created thereunder, including without limitation the Revenue Fund, the Project Fund, the Risk-Share Pool Fund, the Relending Fund, the Bond Issuance Fees Fund and the Debt Service Fund;

(e) The Revenues, which are (a) all Loan Deposits and all other amounts payable to the Master Servicer/Trustee with respect to the principal, Call Premium, if any, or interest on, the Bonds (i) by the Eligible CDFIs under the promissory notes, and (ii) by transfer from the Project Fund pursuant to Section 304 of the Bond Indenture, and (b) investment income with respect to any monies held by the Secured Party in the Debt Service Fund under the Bond Indenture;

(f) All money or securities at any time from time to time held by each Escrow Agent under the terms of each Escrow Agreement excluding, however, such monies on deposit in, in transit to or credited to any account or fund created thereunder required to be set aside in segregated accounts for taxes, insurance, replacement, operating or other reserves; and

(g) Any and all real and personal property which is subject to the senior security interests or first liens granted under any security document, including (a) the “Bond Loan Collateral”, as defined in each Bond Loan Agreement and (b) the Trust Estate, including the proceeds thereof.