

Collateral Trust Agreement

This Collateral Trust Agreement ("Agreement") is made and entered into as of [Date], by and among [Issuer Name], a [Jurisdiction] corporation (the "Issuer"), [Trustee Name], as Collateral Trustee ("Collateral Trustee"), and the parties listed as Secured Parties (the "Secured Parties"), in connection with the structured finance transaction identified as [Transaction Name].

1. Definitions

"Collateral": The property and assets described in **Schedule A** attached hereto and granted by the Issuer in favor of the Collateral Trustee.

"Obligations": All of the obligations of the Issuer under the Transaction Documents, including payment of principal, interest, and fees.

"Transaction Documents": The documents executed in connection with [Transaction Name] as listed in **Schedule B**.

2. Grant of Security Interest

The Issuer hereby grants, pledges, transfers and assigns to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in all right, title, and interest of the Issuer in and to the Collateral, as continuing security for the Obligations.

3. Duties of the Collateral Trustee

- Hold, protect, and manage the Collateral in accordance with the terms of this Agreement.
- Take such actions as may be required to preserve and enforce the rights of the Secured Parties in the Collateral.
- Distribute proceeds from the Collateral as provided in Section 6 of this Agreement.

4. Representations and Warranties

The Issuer represents and warrants that it holds good title to the Collateral, free and clear of all liens other than the security interest created by this Agreement, and that it has full corporate power and authority to grant such security interest.

5. Events of Default

- The failure of the Issuer to pay any Obligations when due.
- The breach of any covenant, representation, or warranty by the Issuer under this Agreement or any Transaction Document.
- The bankruptcy or insolvency of the Issuer.

6. Remedies

Upon the occurrence and continuation of any Event of Default, the Collateral Trustee may, at the direction of the required Secured Parties, exercise all rights and remedies of a secured party under applicable law, including the sale, transfer, or other disposition of the Collateral. The proceeds of any realization of the Collateral shall be applied in accordance with **Schedule C**.

7. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].
- No amendment of this Agreement shall be effective unless in writing and executed by all parties.
- This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Trust Agreement as of the date first above written.

[Issuer Name]

By: _____

Name:

Title:

[Collateral Trustee Name]

By: _____

Name:

Title:

[Secured Party Name]

By: _____

Name:

Title: