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Attention: Stephen D. Kahn, Esq.

ASSIGNMENT AND INTERCREDITOR AGREEMENT  
by and among

Alabama Housing Finance Authority,  
a political corporation and instrumentality organized under the law of the State of Alabama

The Bank of New York Trust Company of Florida, N.A.,  
a national banking association organized and existing under the laws of the United States of America,  
as Trustee,

ARCS Commercial Mortgage Co., L.P.,  
a California limited partnership

and

Fannie Mae,  
a corporation organized and existing  
under the Federal National Mortgage Association  
Charter Act, 12 U.S.C. § 1716, et seq., as amended,  
as their interests may appear,

and

acknowledged, accepted and agreed to by  
Double Lake Ventures, LLC,  
a Georgia limited liability company

\$6,000,000  
Alabama Housing Finance Authority  
Multi-Family Housing Refunding Revenue Bonds  
(Turtle Lake Project),  
Series 2000A

and

\$1,080,000  
Alabama Housing Finance Authority  
Multi-Family Housing Refunding Revenue Bonds  
(Turtle Lake Project),  
Series 2000 B

March 1, 2000

Inst. # 2000-07426

Assignment and Intercreditor Agreement  
Turtle Lake Project

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# Table of Contents

|  | <u>Page</u> |
|--|-------------|
| 1. Definitions .....   | -2-         |
| 2. Assignment .....  | -8-         |
| 2.1 Assignment .....   | -8-         |
| 2.2 Assignment of Mortgage Loan Rights to the Credit Provider .....  | -9-         |
| 2.3 Assignment of Mortgage Loan Payments Interest to Trustee; Assignment of<br>Custody of Mortgage Note and Security Instrument .....        | -9-         |
| 2.4 Effect of the Issuer's Assignments .....   | -10-        |
| 2.4(1) Effect of Assignment of Mortgage Loan Rights and Mortgage Loan<br>Payments Interest .....   | -10-        |
| 2.4(2) Assignment of Mortgage Loan Upon Payment or Redemption of Bonds<br>.....  | -11-        |
| 2.4(3) Assignment of Mortgage Loan Without Payment or Redemption of Bonds  | -12-        |
| 2.4(4) Trustee's Assignment .....  | -12-        |
| 2.4(5) Assignment of Rights Under Hedge Documents .....  | -13-        |
| 2.5 Exercise of Assigned Rights .....  | -13-        |
| 2.6 Exclusive Exercise of Rights by the Credit Provider; Exclusive Exercise of Rights<br>by the Trustee .....                                | -14-        |
| 2.6(1) The Credit Provider .....   | -14-        |
| 2.6(2) Trustee .....   | -15-        |
| 2.6(3) Disclaimer of Assumption of Obligations .....   | -15-        |
| 2.7 Trustee Obligations .....  | -15-        |
| 2.8 Confirmation of Assignment .....   | -16-        |
| 2.9 Further Assurances .....   | -16-        |
| 2.10 No Other Encumbrances .....   | -16-        |
| 2.11 Consent Required for Amendments .....   | -16-        |
| 2.12 Insurance; Condemnation .....   | -17-        |
| 2.12(1) Insurance .....  | -17-        |
| 2.12(2) Condemnation .....   | -17-        |
| 2.13 Possession of Mortgage Note and Security Instrument: Records and Books of<br>Account: Examination of Records and Books of Account ..... | -18-        |
| 2.13(1) Possession of Mortgage Note and Security Instrument .....  | -18-        |
| 2.13(2) Records and Books of Account .....   | -18-        |
| 2.13(3) Examination of Records and Books of Account .....  | -18-        |
| 2.14 Disposition of Mortgage Loan .....  | -19-        |
| 2.14(1) Substitution .....   | -19-        |
| 2.14(2) Assignment by Credit Provider .....  | -20-        |
| 2.15 Failure to Remarket .....   | -20-        |

|        |   |      |
|--------|---|------|
| 3.     | Disposition of Credit Facility .....                            | -20- |
| 4.     | Limitations on Issuer .....                                     | -20- |
| 5.     | Effect of Default .....   | -21- |
| 6.     | Mortgage Loan Servicing .....                                   | -21- |
| 6.1    | Servicing Arrangements .....                                    | -21- |
| 6.2    | Servicing Procedures .....                                      | -22- |
| 7.     | Borrower's Acknowledgments .....                                | -22- |
| 8.     | Regulatory Agreement .....                                      | -23- |
| 8.1    | Monitoring of Regulatory Agreement .....                        | -23- |
| 8.2    | Notices; Cure Rights; Limitations .....                         | -23- |
| 8.2(1) | Default .....   | -23- |
| 8.3    | Termination of Regulatory Agreement .....                       | -23- |
| 9.     | Limitations on Actions .....                                    | -23- |
| 10.    | Amendment of Agreements .....                                   | -24- |
| 11.    | Representations; Warranties and Covenants .....                 | -24- |
| 11.1   | Representations; Warranties and Covenants of the Issuer .....   | -24- |
| 11.2   | Representations and Warranties of the Credit Provider .....     | -26- |
| 11.3   | Representations, Warranties and Covenants of the Borrower ..... | -26- |
| 12.    | Control on Right of Redemption .....                            | -27- |
| 13.    | Consents to Maturity and Sinking Fund Schedules .....           | -28- |
| 14.    | Exculpation .....   | -28- |
| 15.    | Disclaimers; Acknowledgments .....                              | -28- |
| 16.    | Termination .....   | -28- |
| 17.    | Liability of Borrower .....                                     | -29- |

**Assignment and Intercreditor Agreement  
Turtle Lake Project**

|       |  |      |
|-------|--|------|
| 18.   | Incorporation of Security Instrument .....                     | -29- |
| 19.   | Notice .....   | -29- |
| 20.   | Miscellaneous .....  | -31- |
| 20.1  | Waivers .....  | -31- |
| 20.2  | Amendments .....   | -31- |
| 20.3  | Governing Law .....  | -31- |
| 20.4  | WAIVER OF JURY TRIAL .....                                     | -31- |
| 20.5  | Severability .....   | -31- |
| 20.6  | Additional Assignment .....                                    | -32- |
| 20.7  | No Merger of Interests .....                                   | -32- |
| 20.8  | Reimbursement of Assignees .....                               | -32- |
| 20.9  | Incorporation of Rights .....                                  | -32- |
| 20.10 | References .....   | -33- |
| 20.11 | Counterparts .....   | -33- |
| 20.12 | Assignment Without Recourse .....                              | -33- |
| 20.13 | Remarketing Agreement; Tender Agent Agreement .....            | -33- |
| 20.14 | Approval of Documents .....                                    | -33- |
| 20.15 | Consent of the Credit Provider .....                           | -33- |
| 20.16 | Discretion .....   | -33- |
| 20.17 | Certain Notices to the Credit Provider and Loan Servicer ..... | -34- |
| 20.18 | Bailee .....   | -34- |
| 21.   | Exercise of Rights .....                                       | -34- |
| 22.   | Remedies Cumulative .....                                      | -34- |
| 23.   | Obligations Limited .....                                      | -34- |

**Assignment and Intercreditor Agreement  
Turtle Lake Project**

## **ASSIGNMENT AND INTERCREDITOR AGREEMENT**

This ASSIGNMENT AND INTERCREDITOR AGREEMENT (the "Assignment"), is made as of March 1, 2000, by and among the Alabama Housing Finance Authority (the "Issuer"), a public corporation and instrumentality organized under the laws of the State of Alabama; The Bank of New York Trust Company of Florida, N.A. (together with any successor trustee, the "Trustee"), a national banking association duly organized and existing under the laws of the United States of America, not in its individual or corporate capacity, but solely as trustee under the Trust Indenture, dated as of March 1, 2000, between the Issuer and the Trustee; Fannie Mae, a corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. § 1716, *et seq.*; ARCS Commercial Mortgage Co., L.P., a California limited partnership (the "Loan Servicer"); and is acknowledged, accepted and agreed to by Double Lake Ventures, LLC, a Georgia limited liability company (the "Borrower").

The meaning of capitalized terms can be determined by reference to Section 1.

### **RECITALS**

- A. The Issuer has issued, sold and delivered the Bonds. The Net Bond Proceeds are being used by the Issuer to purchase the Mortgage Loan from the Loan Servicer to the Borrower.
- B. The Trustee is trustee under the Indenture.
- C. The Mortgage Loan is evidenced by the Mortgage Note, secured by the Security Instrument and otherwise documented, evidenced and secured by the other Mortgage Loan Documents.
- D. The Issuer, the Borrower and the Loan Servicer have requested that the Credit Provider provide the Credit Facility as credit enhancement for the Mortgage Loan and liquidity support for the Bonds.
- E. As an inducement to the Credit Provider to provide the Credit Facility, the (a) Issuer, the Trustee and the Loan Servicer have agreed to execute and deliver, and the Borrower has agreed to acknowledge, accept and agree to the terms of, this Assignment and (b) the Borrower has agreed to enter into the Reimbursement Agreement and the other



Security Documents.

In consideration of the mutual promises contained in this Assignment and for other valuable consideration, the receipt and sufficiency of which are acknowledged by the Issuer, the Credit Provider, the Trustee, the Loan Servicer and the Borrower, the Issuer, the Credit Provider, the Trustee, the Loan Servicer and the Borrower agree as follows:

1. Definitions. Capitalized terms used in this Assignment (including the Recitals) shall have the meanings given to those terms in this Section 1 or elsewhere in this Assignment unless the context clearly indicates a different meaning. Capitalized terms used in this Assignment and not defined in this Assignment are defined in, and shall have the meanings given to those terms in, the Indenture or the Financing Agreement. The meanings given to all defined terms shall be applicable whether such terms are used in the singular or the plural form.

"Activity Fee" has the meaning given to that term in the Reimbursement Agreement.

"Administration Fee" has the meaning given to that term in the Indenture.

"Advance" has the meaning given to that term in the Credit Facility.

"Assigned Documents" means, collectively, the Mortgage Loan Documents and the Financing Agreement.

"Assigned Rights" has the meaning given to that term in Section 2.1.

"Assignee" means, individually, the Credit Provider, as its interest may appear, or the Trustee, as its interest may appear, as the context shall permit or require, and, collectively, the Credit Provider and the Trustee, as their interests may appear.

"Assignment" means this Assignment and Intercreditor Agreement, dated as of March 1, 2000, by and among the Issuer, the Trustee, the Loan Servicer and the Credit Provider, and acknowledged accepted and agreed to by the Borrower, as it may be amended, modified, supplemented or restated from time to time.

"As their interests may appear" or "as its interest may appear" means, with reference to the Assigned Documents and/or the Assigned Rights and/or the Hedge Documents, the respective interests, exclusive of the Issuer's Reserved Rights, of the Credit Provider, i.e., "the Credit Provider's Interests" (as defined in paragraph (i) below), and of the Trustee, i.e., the "Trustee's Interests" (as defined in paragraph (ii) below), from time to time,

Assignment and Intercreditor Agreement  
Turtle Lake Project

in and to the Assigned Documents, the Assigned Rights and the Hedge Documents:

(i) "the Credit Provider's Interests" means and includes (a) all rights and interests of the Credit Provider under or pursuant to the Security Documents, including, but not limited to, the (1) right of the Credit Provider, pursuant to the Reimbursement Agreement, to payment by the Borrower of, or reimbursement by the Borrower for, Advances under the Credit Facility and (2) right of the Credit Provider, pursuant to the Reimbursement Agreement, to payment by the Borrower, of all fees (including, but not limited to, the Facility Fee and the Activity Fee), costs and expenses (including, but not limited to, attorneys' fees) and other amounts payable to the Credit Provider under the Reimbursement Agreement as a result of its execution and delivery of, and, if applicable, any payment under, the Credit Facility, (b) all other rights of the Credit Provider to payment, reimbursement and/or security under the Security Documents and the Mortgage Loan Documents, or otherwise with respect to the transactions provided for in the Bond Documents, the Mortgage Loan Documents and the Credit Facility Agreement (but excluding (1) the payments to be received by the Trustee pursuant to the Credit Facility (2) all other payments to be received by the Trustee in respect of the unpaid principal amount of and accrued and unpaid interest on the Outstanding Bonds (other than Purchased Bonds which, pursuant to the Pledge Agreement, are subject to a lien in favor of the Credit Provider, plus all accrued and unpaid interest on the Purchased Bonds) and (3) the payment to be received by the Trustee pursuant to the assignment of the Mortgage Loan Payments Interest to the Trustee), (c) the Mortgage Loan Rights and (d) the right of the Credit Provider to payment or reimbursement of (1) all amounts to or for which it is or may be entitled to as an Assignee under this Assignment and the Hedge Assignment, (2) all amounts secured by the Security Instrument and (3) all fees, costs, expenses and other sums paid, incurred or advanced by the Credit Provider under the Credit Facility Agreement or the Assigned Documents, or otherwise in connection with the Mortgaged Property, or in connection with the exercise by the Credit Provider of any duties, obligations, rights, powers, options, privileges or remedies as an Assignee under this Assignment and the Hedge Assignment, including, but not limited to, all amounts advanced:

(A) for taxes, assessments, water, sewer and vault charges, insurance premiums and other similar or dissimilar items in connection with the Mortgaged Property, its development, operation or management;

(B) for payments to laborers, suppliers, mechanics, materialmen, subcontractors, contractors, construction managers, surveyors, architects, engineers, accountants, governmental agencies having or asserting jurisdiction over the Mortgaged Property, or any portion of it, and other similar or dissimilar persons or entities in connection with the Improvements or the operation, maintenance or management of the

**Assignment and Intercreditor Agreement  
Turtle Lake Project**

Mortgaged Property;

(C) for costs, expenses, appraisals, attorneys' fees and expenses, accountants' fees and expenses or other fees and expenses in connection with (a) the protection of any security and/or collateral for the Mortgage Loan or for the Borrower's obligations to the Credit Provider under the Security Documents, (b) the enforcement of the rights and remedies of the Credit Provider under the Security Documents, the Assigned Documents or this Assignment and (c) any foreclosure action or proceeding or the acceptance of a deed in lieu of foreclosure or other comparable conversion of the Mortgage Loan;

(D) by reason of or in connection with the acquisition, use, operation, maintenance, management, ownership or sale of the Mortgaged Property, or any portion of it, in the event of the acquisition of the Mortgaged Property, or any portion of it, through foreclosure or by acceptance of a deed in lieu of foreclosure or other comparable conversion of the Mortgage Loan;

(E) for any and all other things which the Credit Provider shall or may become entitled to pay or advance or for which it is or may be entitled to payment or reimbursement under the Security Documents or the Assigned Documents; and/or

(F) for attorneys fees, costs and expenses; and

(ii) the "Trustee's Interests" means and includes (a) the right to receive the payments to be received by the Trustee pursuant to the (1) Credit Facility (2) all other payments to be received by the Trustee in respect of the unpaid principal amount of and accrued and unpaid interest on the Outstanding Bonds (other than Purchased Bonds which, pursuant to the Pledge Agreement, are subject to a lien in favor of the Credit Provider, plus all accrued and unpaid interest on the Purchased Bonds) and (3) the payments to be received by the Trustee pursuant to the assignment of the Mortgage Loan Payments Interest to the Trustee, (b) the right to receive all fees, costs and expenses owing to the Trustee under the Indenture, (c) the right to receive payment or reimbursement of all amounts for which it is or may be entitled to as an Assignee under this Assignment or the Hedge Assignment and (d) the right to receive all fees, costs, expenses and other sums paid or incurred by the Trustee (including, but not limited to, attorneys' fees and expenses), for itself or on behalf of the Issuer, in exercising any of its rights, powers, options, privileges or remedies as Assignee under this Assignment, including, but not limited to, all reasonable or necessary sums paid or advanced from time to time by the Trustee of the nature described in clauses (A), (B), (C), (D), (E) and (F) of paragraph (i) above.

"Bonds" has the meaning given to that term in the Indenture.

**Assignment and Intercreditor Agreement  
Turtle Lake Project**



"Borrower" means Double Lake Ventures, LLC, a Georgia limited liability company.

"Business Day" has the meaning given to that term in the Indenture

"Closing Date" has the meaning given to that term in the Indenture.

"Credit Facility" has the meaning given to that term in the Indenture.

"Credit Provider" means Fannie Mae.

"Exhibit A" means Exhibit A attached to and by this reference made a part of this Assignment.

"Facility Fee" means the Facility Fee provided for in the Mortgage Note.

"Financing Agreement" means the Financing Agreement, dated as of March 1, 2000, by and among the Issuer, the Loan Servicer, the Trustee and the Borrower, as amended, modified, supplemented or restated from time to time.

"Hedge Assignment" means (a) the Interest Rate Hedge Assignment and Security Agreement, dated as of March 1, 2000, by and among the Borrower, the Trustee and the Credit Provider, as their interests may appear, (b) any assignment by the Borrower of any Subsequent Hedge to the Trustee and the Credit Provider, as their interests may appear, in each case as such agreement or assignment may be amended, modified, supplemented or restated from time to time.

"Hedge Documents" has the meaning given to that term in the Reimbursement Agreement.

"Improvements" means the improvements made or to be made upon the Land.

"Indenture" means the Trust Indenture, dated as of March 1, 2000, between the Issuer and the Trustee, as amended, modified, supplemented or restated from time to time, as permitted by the Indenture.

"Interest Payment Date" has the meaning given to that term in the Indenture.

"Issuer" means the Alabama Housing Finance Authority, a public corporation and instrumentality organized under the laws of the State of Alabama, and its successors and assigns.

Assignment and Intercreditor Agreement  
Turtle Lake Project

"Issuer's Documents" has the meaning given to that term in paragraph (iv) of Section 11.1.

"Land" means the real property described in Exhibit A, being the same real property described in the Security Instrument.

"Loan Servicer" means ARCS Commercial Mortgage Co., L.P., a California limited partnership, as servicer of the Mortgage Loan, and any successor servicer appointed by the Credit Provider.

"Mortgage Loan" means the loan from the Loan Servicer to the Borrower pursuant to the terms and provisions of the Financing Agreement for the purpose of providing funds to the Borrower to effect the prepayment of the Prior Loan (as defined in the Indenture) and to pay Costs of Issuance and other costs relating to the refunding and the Mortgaged Property.

"Mortgage Loan Documents" means, collectively, the Mortgage Note, the Security Instrument, the Reimbursement Agreement, and all other agreements, documents and instruments evidencing, securing or otherwise relating to the Mortgage Loan, including all amendments, modifications, supplements and restatements of such agreements, documents and instruments, but excluding the Financing Agreement and the Regulatory Agreement.

"Mortgage Loan Payments Interest" means, with respect to the Mortgage Loan, subject to the servicing procedures and the directions for remitting payments set forth in Section 6.2, the right of the Trustee to receive and retain all payments due and owing under the Mortgage Note, including the right to payment of the unpaid principal amount of and accrued and unpaid interest on the Outstanding Bonds (other than Purchased Bonds which, pursuant to the Pledge Agreement, are subject to a lien in favor of the Credit Provider, plus all accrued and unpaid interest on the Purchased Bonds) other than (a) interest at the Pass-Through Rate unless a Wrongful Dishonor has occurred on any Interest Payment Date, (b) Set Rate Interest, comprising the Facility Fee and the Servicing Fee, (c) late charges, (d) default interest, (e) payments for reserves (including all payments for deposit into the Replacement Reserve (as defined in the Replacement Reserve and Security Agreement, dated as of March 1, 2000, between the Borrower and the Loan Servicer), (f) deposits for escrows for taxes, insurance and other impositions, (g) payments pursuant to any Mortgage Loan Document, (h) any other amount due pursuant to any Mortgage Loan Document, including the Reimbursement Agreement (and further including all fees due to the Credit Provider, e.g., without limitation, the Activity Fee (as defined in the Reimbursement Agreement) due to the Credit Provider) and (i) other amounts which do not constitute principal, amounts for deposit into the Principal Reserve Fund, interest at the Pass-Through Rate or payments in respect of

the Administration Fee, the Trustee's Annual Fee or the Rebate Analyst's Annual Fee.

**"Mortgage Loan Rights"** means, with respect to the Mortgage Loan, without limitation (a) all of the rights, and interests, power and authority under the Mortgage Loan Documents and the Financing Agreement to direct actions, grant consents, grant extensions, grant waivers, grant requests, give approvals, give directions, exercise and enforce remedies, exercise forbearance, give releases, make appointments, make decisions, take actions, apply partial payments, apply late charges, receive and apply default interest, receive and apply escrow payments for reserves, taxes, insurance and other impositions, receive and apply funds received pursuant to any Mortgage Loan Document, and, subject to the exclusion set forth below, do all other things that may be done under the Mortgage Loan Documents and (b) the right, power and authority to, and the right, power and authority to assign or delegate the right, power and authority to, enter into and/or receive or accept delivery of and/or be a party to all Mortgage Loan Documents (other than the Mortgage Note and the Security Instrument which are executed and delivered by the Borrower to the Loan Servicer and the Loan Servicer and the Issuer, respectively), to be executed and delivered in connection with the Mortgage Loan, and which are not entered into and/or received or accepted by the Issuer, or to which the Issuer is not a party, including, but not limited to, any agreements, documents and instruments ancillary to or otherwise relating to the Mortgage Loan, including agreements with respect to the servicing of the Mortgage Loan and the establishment of custodial and other accounts for the deposit of funds payable by the Borrower under the Mortgage Loan Documents and collected by the Loan Servicer, and to vest in any assignee or delegatee, including the Loan Servicer, such rights, powers and authority as may be necessary to implement any of the foregoing; "Mortgage Loan Rights" also means, and expressly includes, with respect to the Mortgage Loan, custody of, and exclusive dominion and control over, each Mortgage Loan Document, other than the Mortgage Note and the Security Instrument, custody which is assigned to the Trustee; "Mortgage Loan Rights" does not mean, and expressly excludes, the Mortgage Loan Payments Interest which is assigned by the Issuer to the Trustee.

**"Mortgage Note"** means the Multifamily Note, dated as of March 1, 2000, executed by the Borrower in favor of the Issuer, together with all addenda and schedules, as the same may be amended, modified, supplemented or restated from time to time, or any note executed in substitution therefor, as such substitute note may be amended, modified, supplemented or restated from time to time.

**"Mortgaged Property"** has the meaning given to that term in the Security Instrument.

**"Pass-Through Rate"** has the meaning given to that term in the Mortgage



Note.

"Person" means any natural person, firm, partnership, association, limited liability company, corporation, company or public body.

"Pledge Agreement" means the Pledge, Security and Custody Agreement, dated as of March 1, 2000, by and among the Borrower, the Trustee, as collateral agent for the Credit Provider, and the Credit Provider, as such agreement may be amended supplemented or otherwise modified from time to time.

"Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, including the Fannie Mae Rider attached to it, relating to the Mortgaged Property, dated as of March 1, 2000, by and among the Issuer, the Trustee and the Borrower, as amended, modified, supplemented or restated from time to time.

"Reimbursement Agreement" means the Reimbursement Agreement, dated as of March 1, 2000, between the Credit Provider and the Borrower, as amended, modified, supplemented or restated from time to time or any agreement entered into in substitution therefor.

"Reserved Rights" has the meaning given to that term in the Indenture.

"Security Documents" means the Reimbursement Agreement, the Pledge Agreement, the Hedge Documents and the Hedge Assignment.

"Security Instrument" means the Multifamily Mortgage, Assignment of Rents and Security Agreement, dated as of March 1, 2000, together with all riders and exhibits, securing the Mortgage Note, executed by the Borrower with respect to the Mortgaged Property, as it may be amended, modified, supplemented or restated from time to time, or if any security instrument executed in substitution, therefore, as such substitute security instrument may be amended, modified, supplemented or restated from time to time.

"Series A Bonds" has the meaning given to that term in the Indenture.

"Series B Bonds" has the meaning given to that term in the Indenture.

"Servicing Fee" has the meaning given to that term in the Mortgage Note.

"Set Rate Interest" has the meaning given to that term in the Mortgage Note.

"State" means the State of Alabama.

**Assignment and Intercreditor Agreement  
Turtle Lake Project**



"Trustee" means The Bank of New York Trust Company of Florida, N.A., a national banking association duly organized and existing under the laws of the United States of America.

"Wrongful Dishonor" means a refusal or failure by the Credit Provider to make an Advance to the Trustee upon the proper presentation of a Certificate (and accompanying documents) which conforms to the terms and conditions of the Credit Facility.

## 2. Assignment.

2.0 Loan Servicer Assignment. The Loan Servicer absolutely and irrevocably assigns, transfers, conveys and delivers to the Issuer, and its successors and assigns, for the benefit of the Issuer, and its successors and assigns, but without recourse, all of the Loan Servicer's right, title and interest in and to the Mortgage Loan and each of the Assigned Documents. The Issuer accepts this assignment.

2.1 Assignment. Subject to the specific assignments set forth in Section 2.2 and Section 2.3 of this Assignment, and further subject to the provisions of Sections 2.4 through 2.13 of this Assignment, consistent and in accordance with the grant provisions of the Indenture, immediately following the Loan Servicer's assignment pursuant to Section 2.0, the Issuer absolutely and irrevocably assigns, transfers, conveys and delivers to each of the Assignees, and their respective successors and assigns, for the benefit of each of the Assignees, and their respective successors and assigns, in each instance as their interests may appear (i.e., to the Credit Provider, as its interest may appear, and to the Trustee, as its interest may appear), without recourse, all (a) of the Issuer's right, title and interest in and to the Mortgage Loan and in and to each of the Assigned Documents, provided that the Reserved Rights of the Issuer are excepted from this assignment, transfer, conveyance and delivery, and provided further that such reservation shall not in any way limit the rights of the Assignees to exercise all other rights of the Issuer under the Assigned Documents and (b) right, title and interest of every nature of the Issuer in the rights to receive payments under the Assigned Documents (including all proceeds of insurance or condemnation awards, but excluding payments on account of Reserved Rights) and in and to all Funds and Accounts (other than the Rebate Fund, the Costs of Issuance Fund and the Fees Account) held, maintained or administered by the Trustee pursuant to and in accordance with the Indenture and in all amounts on deposit in any Fund or Account (other than the Rebate Fund, the Costs of Issuance Fund and the Fees Account) held, maintained or administered by the Trustee pursuant to and in accordance with the Indenture (all rights, titles, interests, liens and privileges described in paragraphs (a) and (b) of this Section 2.1 and assigned to the Assignees by this Section 2.1 are, collectively, the "Assigned Rights"). Each Assignee, for and on behalf of itself and its successors and assigns, acknowledges receipt of, and accepts,

and shall hold, the Assigned Rights, together with all right, title, interest, estates, liens, privileges, claims and demands and equities now existing, and to exist in the future, in connection with the Assigned Rights, or as security for the Assigned Rights, as its interest may appear. It is the intention and understanding of the parties to this Assignment that the termination of this Assignment as to the Credit Provider and the Trustee pursuant to Section 16 shall not affect any other pledge granted to the Trustee pursuant to the Indenture. It is specifically acknowledged and agreed by the parties to this Assignment that (a) the Regulatory Agreement is not an Assigned Document within the meaning of this Assignment and (b) the Credit Provider, as a third party beneficiary, shall have right to enforce the Regulatory Agreement.

2.2 Assignment of Mortgage Loan Rights to the Credit Provider. Notwithstanding the provisions of Section 2.1 of this Assignment, the Issuer absolutely and irrevocably assigns, transfers, conveys and delivers the Mortgage Loan Rights exclusively to the Credit Provider, and its successors and assigns, without recourse. If a Wrongful Dishonor occurs and continues for more than five Business Days, the Credit Provider agrees that the Mortgage Loan Rights shall automatically, without any further action on the part of the Credit Provider, transfer to the Trustee at the end of such five day period. In furtherance of the foregoing, the Credit Provider agrees to take such action and to execute and deliver and to facilitate the recordation of such documents provided to the Credit Provider as may be reasonably necessary to evidence the transfer of the Mortgage Loan Rights to the Trustee. The transfer of the Mortgage Loan Rights to the Trustee shall automatically terminate, and the Mortgage Loan Rights shall revert to the Credit Provider automatically, upon the cure of the Wrongful Dishonor.

2.3 Assignment of Mortgage Loan Payments Interest to Trustee; Assignment of Custody of Mortgage Note and Security Instrument. Notwithstanding the provisions of Section 2.1 of this Assignment, but subject to the provisions of Section 2.6 of this Assignment, the Issuer (a) absolutely and irrevocably assigns, transfers, conveys and delivers the Mortgage Loan Payments Interest to the Trustee, without recourse and (b) assigns custody of the Mortgage Note and the Security Instrument (excluding the right to receive condemnation awards and insurance proceeds and subject to the Assignment of the Mortgage Loan Rights to the Credit Provider) to the Trustee each such assignment to be (1) for the equal and proportionate benefit, security and protection of the owners of the Outstanding Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds, and (2) for the benefit of the Credit Provider, for the payment of all amounts owing to the Credit Provider under and/or secured by the Credit Facility Agreement and/or the Assigned Documents and/or the Security Documents. The Trustee shall receive the Mortgage Loan Payments Interest and deposit payments received on account of the Mortgage Loan Payments Interest in the appropriate Accounts under the



Indenture (a) for the equal and proportionate benefit of the Bondholders without privilege, priority or distinction as to the lien or otherwise of any of the Bondholders over any of the other Bondholders and (b) for the benefit of the Credit Provider for the payment of all amounts owing to the Credit Provider under and/or secured by the Credit Facility Agreement and/or the Assigned Documents and/or the Security Documents. The Trustee acknowledges and agrees that all payments on the Mortgage Note are to be made by the Borrower to the Loan Servicer.

#### 2.4 Effect of the Issuer's Assignments.

2.4(1) Effect of Assignment of Mortgage Loan Rights and Mortgage Loan Payments Interest. The Credit Provider and the Trustee acknowledge that the Issuer's assignment of the Mortgage Loan Rights to the Credit Provider and assignment of the Mortgage Loan Payments Interest and custody of the Mortgage Note and the Security Instrument to the Trustee are and shall be effective without any other or further action by the Issuer, the Trustee or the Credit Provider. The Trustee acknowledges and accedes to the assignment of the Mortgage Loan Rights to the Credit Provider, and agrees to take such action and to execute and deliver and to facilitate the recordation of such documents provided to the Trustee as may be reasonably necessary to accede to the assignment of the Mortgage Loan Rights to the Credit Provider. The Credit Provider acknowledges and accedes to the assignment of the Mortgage Loan Payments Interest to the Trustee and, subject to the rights of the Credit Provider as holder of the Mortgage Loan Rights, the Trustee's custody of the Mortgage Note and the Security Instrument. The Trustee covenants that it will not assign its rights or interests in and to the Mortgage Loan Payments Interest or relinquish custody of the Mortgage Note or the Security Instrument to any party other than the Credit Provider, or other than as provided in the Indenture and this Assignment, and confirms and agrees that it will not in any event assign any of such rights or interests to any other party without the Credit Provider's prior written consent. The Trustee acknowledges that by virtue of the Issuer's assignment of the Mortgage Loan Rights to the Credit Provider, the Credit Provider will have (a) the right, power and authority to make all decisions in connection with the Mortgage Loan and under the Mortgage Loan Documents, it being understood and agreed that the Credit Provider shall be entitled to act with respect to the Mortgage Loan in the same manner and with the same rights, powers and authority to act as the Credit Provider would have if the Credit Provider were the sole owner of the Mortgage Loan and the sole owner and holder of the Mortgage Note and the Security Instrument, (b) the right to require that payments on the Mortgage Loan be made to the Loan Servicer, (c) the right, power and authority to enter into and/or receive or accept delivery of and/or be a party to all Mortgage Loan Documents (other than the Mortgage Note and the Security Instrument which are executed and delivered by the Borrower to the Issuer) to be executed and delivered in connection with the Mortgage Loan, and which are not entered into and/or received or

accepted by the Issuer, or to which the Issuer is not a party, including, but not limited to, any agreements, documents and instruments ancillary to or otherwise relating to the Mortgage Loan and (d) the right to further assign or delegate (including assignments to any Loan Servicer) any of the Mortgage Loan Rights assigned to it and to delegate to the Loan Servicer the right to (1) enter into and/or receive or accept delivery of and/or be a party to any Mortgage Loan Document (other than the Mortgage Note and the Security Instrument which are executed and delivered by the Borrower to the Issuer), including, but not limited to, any agreements, documents and instruments ancillary to or otherwise relating to the Mortgage Loan and (2) establish and maintain custodial and other accounts for the deposit of funds payable by the Borrower under any of the Mortgage Loan Documents and collected by the Loan Servicer and apply and disburse such funds in accordance with the Mortgage Loan Documents. The Trustee further acknowledges that the Trustee's rights with respect to the Mortgage Loan Payments Interest are subject to the servicing procedures set forth in Section 6.2 of this Assignment. Neither the Credit Provider nor the Loan Servicer, nor their respective officers, directors, employees, or agents, shall be liable to the Trustee or any Bondholder for any action taken or omitted to be taken in good faith by the Credit Provider in connection with the Mortgage Loan by reason of the assignment of the Mortgage Loan Rights to the Credit Provider. The actions of the Credit Provider with respect to the Mortgage Loan shall not be taken as an agent of the Issuer, or the Trustee, and neither the Issuer, nor the Trustee shall be liable for any actions taken or not taken by the Credit Provider, any assignee of the Credit Provider or the Loan Servicer.

**2.4(2) Assignment of Mortgage Loan Upon Payment or Redemption of Bonds.** In the event that the Credit Provider makes an Advance pursuant to the Credit Facility which results in the payment or redemption of the Bonds in whole in accordance with the terms of the Bonds and the Indenture, the Trustee, unless otherwise instructed by the Credit Provider, shall (a) assign (in recordable form, if applicable) all of its rights and interests in and to the Mortgage Note, the Security Instrument, all other Mortgage Loan Documents, the Hedge Documents, the Mortgage Loan Payments Interest and the Financing Agreement to the Credit Provider, and endorse and deliver the Mortgage Note to the Credit Provider, (b) assign and transfer to the Credit Provider all funds, but excluding the Rebate Fund, the Costs of Issuance Fund and the Fees Account, held by the Trustee, and, until such time as such moneys are paid to the Credit Provider, hold all moneys in all Funds and Accounts (excluding the Rebate Fund, the Costs of Issuance Fund and the Fees Account) as bailee for the Credit Provider and take such action with respect to such moneys while in the possession or control of the Trustee as the Credit Provider may direct and (c) execute and deliver all such documents presented by or on behalf of the Credit Provider as are necessary to legally and validly effectuate the assignments and other actions provided for in the preceding clauses (a) and (b).



2.4(3) Assignment of Mortgage Loan Without Payment or Redemption of Bonds. So long as a Wrongful Dishonor has not occurred, or if it has occurred, has not continued for more than five Business Days, the Credit Provider shall have the right, with respect to the Mortgage Loan, in its sole and absolute discretion, without making an Advance under the Credit Facility, but only upon filing with the Trustee a certification reaffirming the Credit Provider's obligations under the Credit Facility, to direct the Trustee in writing to assign (in recordable form, if applicable) all of the Trustee's rights and interests in and to the Mortgage Note, the Security Instrument, the other Mortgage Loan Documents, the Hedge Documents and the Financing Agreement to the Credit Provider, in which event the Trustee shall (a) assign (in recordable form, if applicable) all of its rights and interests in and to the Mortgage Note, the Security Instrument, the other Mortgage Loan Documents, the Hedge Documents and the Financing Agreement to the Credit Provider, and endorse and deliver the Mortgage Note to the Credit Provider and (b) execute all such documents presented by or on behalf of the Credit Provider as are necessary to legally and validly effectuate the assignments provided for in the preceding clause (a). The Credit Provider shall hold the Mortgage Note and the Security Instrument for the benefit of the Bondholders. If, following such assignments, a Wrongful Dishonor occurs and continues for more than five Business Days, the Credit Provider agrees that all rights and interests assigned by the Trustee to the Credit Provider pursuant to this Section 2.4(3) shall automatically, without any further action on the part of the Credit Provider, transfer to the Trustee. Notwithstanding the foregoing, the Credit Provider agrees to take such action and to execute and deliver and to facilitate the recordation of such documents provided to the Credit Provider as the Trustee deems reasonably necessary to evidence the transfer to the Trustee of all rights and interests so assigned by the Trustee to the Credit Provider pursuant to this Section 2.4(3). Upon the cure of the Wrongful Dishonor, the transfer of such rights and interests to the Trustee shall automatically terminate, and such rights and interests shall revert to the Credit Provider automatically. No assignment pursuant to this Section 2.4(3) shall affect the Credit Provider's obligations under the Credit Facility.

2.4(4) Trustee's Assignment. The Trustee's assignment to the Credit Provider pursuant to Section 2.4(2) or 2.4(3) and the Trustee's endorsement of the Mortgage Note to the Credit Provider pursuant to Section 2.4(2) or 2.4(3) shall be without recourse, except that the Trustee shall (a) represent and warrant in connection with such assignment and endorsement that (1) the Trustee has the power and authority to assign such documents and instruments to the Credit Provider and to endorse the Mortgage Note to the Credit Provider, (2) the assignment of such documents and instruments and the endorsement of the Mortgage Note to the Credit Provider have been duly authorized and (3) the Trustee has not previously assigned any such documents or instruments or endorsed the Mortgage Note to any other person and (b) certify the principal amount outstanding under the Mortgage Note.

2.4(5) Assignment of Rights Under Hedge Documents. In consideration of the Credit Provider's providing the Credit Facility, the Borrower has, pursuant to the Hedge Assignment, assigned the Hedge Documents to the Credit Provider, and the Trustee, as their interests may appear. Except as otherwise provided in Sections 2.4(2) and 2.4(3) of this Assignment, custody of the Hedge Documents and the right to receive payments under the Hedge Documents is reserved to the Trustee. The Credit Provider shall have the right, power and authority to make all decisions in connection with the Hedge Documents, it being understood and agreed that the Credit Provider shall be entitled to act with respect to the Hedge Documents in the same manner and with the same rights, powers and authority to act as the Credit Provider would have if the Credit Provider were the sole owner of the Hedge Documents. Neither the Credit Provider nor its officers, directors, employees, or agents shall be liable to the Trustee or any Bondholder for any action taken or omitted to be taken in good faith by the Credit Provider in connection with the Hedge Documents by reason of the assignment of the Hedge Documents to the Credit Provider. The Trustee agrees that so long as a Wrongful Dishonor has not occurred or, if it has occurred, has not continued for more than five Business Days, the Credit Provider may delegate to the Loan Servicer and agree with the Loan Servicer regarding all right, power and authority under the Hedge Documents. The Trustee further agrees that it will not assign its rights in and to the Hedge Documents to any party other than the Credit Provider, or other than as provided in Sections 2.4(2) and 2.4(3) of this Assignment and confirms and agrees that it will not in any event assign any of such rights to any other party without the Credit Provider's prior written consent. Notwithstanding the foregoing, the Trustee agrees, at the Credit Provider's direction, to take such action and to execute and deliver and to facilitate the recordation of such documents as may be reasonably necessary to further evidence the vesting of the rights in the Hedge Documents to the Credit Provider, and to establish or confirm the priority of the reservation of rights to the Trustee and to carry out the intent and purpose of the assignment of the Hedge Documents to the Credit Provider and the reservation of rights to the Trustee. If a Wrongful Dishonor occurs and continues for more than five Business Days, the Credit Provider agrees to assign the Hedge Documents to the Trustee and to take such action and to execute and deliver and record such documents as may be reasonably necessary to evidence the assignment of the Hedge Documents to the Trustee. Upon the cure of the Wrongful Dishonor, the transfer of the Hedge Documents to the Trustee shall terminate, and the Hedge Documents shall revert to the Credit Provider automatically.

2.5 Exercise of Assigned Rights. Subject to the Reserved Rights of the Issuer and to the provisions of Section 2.2, Section 2.3, Section 2.4 and Section 2.6 of this Assignment, the Issuer agrees that either Assignee, in its own name or in the name of the Issuer, may enforce all of the Assigned Rights and all obligations of the Borrower under the Assigned Documents, without regard to whether the Issuer is in default under the Assigned Documents or under this Assignment. In order to implement the foregoing, the Issuer



appoints each Assignee, and its successors and assigns, as the Issuer's true and lawful attorney-in-fact, irrevocably, with power of substitution to do any or all of the foregoing in the name, place and stead of the Issuer. This power of attorney, being coupled with an interest, is irrevocable as long as this Assignment shall remain in effect as to such Assignee. The Assignees shall not be obligated by reason of this Assignment or otherwise to perform or be responsible for the performance of any of the covenants or agreements of the Issuer under the Assigned Documents. In no event shall (a) the exercise of any of the foregoing rights, remedies or powers or (b) any default under any of the Assigned Documents and/or the Credit Facility Agreement result in a redemption of the Bonds or an acceleration of the Bonds pursuant to the terms of the Indenture unless the Credit Provider shall have directed such redemption or acceleration in writing. The Issuer shall fully cooperate with the Assignees in their enforcement of the Assigned Rights or obligations of the Borrower under the Assigned Documents and take such steps as reasonably requested to effectuate the same. The Borrower shall reimburse the Issuer for all of the Issuer's out-of-pocket expenses incurred in connection with the Issuer's compliance with the preceding sentence.

**2.6 Exclusive Exercise of Rights by the Credit Provider; Exclusive Exercise of Rights by the Trustee.**

**2.6(1) The Credit Provider.** Notwithstanding any other provision of this Assignment to the contrary, until this Assignment is terminated as to the Credit Provider, as provided in Section 16 of this Assignment, or until a Wrongful Dishonor shall have occurred and, in that event, only if the Wrongful Dishonor continues for more than five Business Days, the Credit Provider shall, subject to the assignment of the Mortgage Loan Payments Interest to the Trustee pursuant to Section 2.3 of this Assignment, have (a) exclusive dominion and control over, and the sole right to exercise, the Mortgage Loan Rights and (b) the sole and exclusive right to exercise all of the rights, powers, options, privileges and remedies provided to the Assignees in this Assignment and the Hedge Assignment, including, but not limited to, all rights to enforce all obligations of the Borrower under the Assigned Documents and the Hedge Document and to enforce all of the Assigned Rights to the total exclusion of the Trustee, and without the consent of the Trustee, and the Trustee shall not have, and may not exercise, any of such rights, powers, options, privileges and remedies. Any one or more of the Mortgage Loan Rights afforded to the Credit Provider under the provisions of this Assignment may be exercised by the Credit Provider concurrently with or independently of the exercise of any one or more other Mortgage Loan Rights. Consistent with the foregoing, until this Assignment is terminated as to the Credit Provider, as provided in Section 16 of this Assignment, or until a Wrongful Dishonor shall have occurred and, in that event, only if the Wrongful Dishonor continues for more than five Business Days, the proceeds of any foreclosure of the Mortgaged Property or other enforcement of the Assigned Documents or the Hedge Documents, the proceeds of any sale

of the Mortgaged Property, the rents and other amounts generated by the holding, leasing, operation or other use of the Mortgaged Property, and any condemnation and insurance proceeds, shall be applied by the Credit Provider in accordance with the terms of the Security Instrument and the other Mortgage Loan Documents, as the Credit Provider shall direct, in its discretion. The Trustee agrees that, in order to effectuate the purposes of this Assignment and the Hedge Assignment and the assignment of the Mortgage Loan Rights to the Credit Provider, the Trustee, for itself and for any successor or replacement Trustee, unconditionally appoints the Credit Provider as the Trustee's true and lawful attorney-in-fact, irrevocably, with power of substitution, to execute, acknowledge and deliver any notice, document, certificate, paper, instrument or pleading and to do in the Trustee's name, place and stead, all such acts, things and deeds for and on behalf of the Trustee under this Assignment, the Hedge Assignment and/or any of the Assigned Documents and/or the Hedge Document which the Trustee could or might do or which may be necessary, desirable or convenient in the Credit Provider's sole discretion to effectuate the purposes of this Assignment, the Hedge Assignment and/or any Assigned Document and/or any Hedge Document. This power of attorney and the rights, remedies, power and authority granted by the Trustee to the Credit Provider in this Assignment are declared by the Trustee to be coupled with an interest and irrevocable until the Reimbursement Agreement is no longer in full force and effect or until a Wrongful Dishonor shall have occurred and shall have continued for more than five Business Days and may be exercised by the Credit Provider in the name of the Credit Provider, in the name of the Trustee or in the names of the Credit Provider and the Trustee, as the Credit Provider may at any time or from time to time determine; the Trustee confirms and ratifies all acts and deeds taken or to be taken by the Credit Provider as attorney-in-fact provided the Trustee shall be reimbursed by the Borrower for any cost, liability or expense incurred by the Trustee in furtherance of this Section.

2.6(2) Trustee. Only at such time as this Assignment shall have terminated as to the Credit Provider as provided in Section 16 of this Assignment or during such period of time as there exists a Wrongful Dishonor that has continued for more than five Business Days may the Trustee exercise any of the rights, powers, options, privileges and remedies provided to the Assignees under this Assignment, including, but not limited to, the Mortgage Loan Rights and all rights to enforce all obligations of the Borrower under the Assigned Documents and the Hedge Documents and to enforce all of the Assigned Rights to the exclusion of the Credit Provider, and without the consent of the Credit Provider, provided that, and notwithstanding any such Wrongful Dishonor, the Credit Provider shall be entitled to receive all notices pursuant to this Assignment, the Hedge Assignment, the Indenture, the Assigned Documents and the Hedge Documents.

2.6(3) Disclaimer of Assumption of Obligations. Neither the Trustee nor the Credit Provider shall be deemed by reason of this Assignment to have assumed any



obligations of the Issuer under the Indenture or the Financing Agreement.

2.7 Trustee Obligations. If (a) Wrongful Dishonor shall exist and (b) the Credit Provider shall, during the continuance of the Wrongful Dishonor, acquire a lien on any Bonds pursuant to the Pledge Agreement, the Trustee shall, in its exercise of any of the rights, powers, options, privileges and remedies provided for in this Assignment, pursuant to Section 2.6(2) of this Assignment, have the same obligations to the Credit Provider as secured party as it has to the Bondholders, but subject and subordinate to the rights of such other Bondholders and subject to the priorities with respect to application of proceeds of any foreclosure, or other enforcement, of the Mortgage Loan Documents.

2.8 Confirmation of Assignment. In order to confirm and evidence this Assignment, the Issuer has (a) delivered to the Credit Provider and the Trustee, and the Credit Provider and the Trustee acknowledge receipt of, a signed counterpart of each of the Assigned Documents and (b) executed and delivered to the Credit Provider and the Trustee Uniform Commercial Code financing statements covering the Issuer's interest in the Assigned Rights in form sufficient for filing with the Secretary of State of the State, naming the Credit Provider and the Trustee as secured parties. The Credit Provider and the Trustee acknowledge the Trustee's receipt and custody of (a) the original executed Mortgage Note, endorsed to the order of the Trustee and the Credit Provider, as their interests may appear, and (b) the original Security Instrument. The Issuer shall, at any time after the date of this Assignment, at the request of either Assignee, and at the expense of the Borrower, execute and deliver such financing statements, continuation statements and other instruments, in forms acceptable to the requesting Assignee, as either Assignee may request from time to

time or as are necessary in such Assignee's opinion to further confirm and evidence this Assignment.

2.9 Further Assurances. The Issuer covenants that it will, at the sole expense of the Borrower, cooperate to the extent necessary with the Borrower, the Trustee and the Credit Provider in their defenses of the security for the Bonds against the claims and demands of all Persons, and will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such additional and supplemental agreements, instruments and documents, do such further acts, and make such further transfers as the Trustee or the Credit Provider may reasonably request to effectuate the purpose and intent of this Assignment. The Issuer shall execute and the Credit Provider and the Trustee shall do, execute, acknowledge and deliver, such additional and supplemental agreements, documents and instruments, do such further acts and make such further transfers as the Credit Provider or the Trustee may reasonably require for the better assuring, transferring, conveying, assigning and confirming to the Credit Provider and the Trustee the interests to be assigned pursuant to this Assignment.

2.10 No Other Encumbrances. The Issuer covenants that, except as otherwise provided in the Indenture and this Assignment, it will not sell, convey, mortgage, encumber or otherwise dispose of any of the Assigned Rights or any of the Assigned Documents.

2.11 Consent Required for Amendments. The Issuer covenants that it will not agree to any amendment, modification, supplement, waiver or consent with respect to any of the Assigned Documents, other than in relation to the Reserved Rights, without the prior written consent of the Trustee and the Credit Provider. So long as this Assignment shall not have terminated as to the Credit Provider as provided in Section 16 of this Assignment, and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, the Trustee shall, at the written direction of the Credit Provider, consent to, and shall not, without the Credit Provider's prior written consent, consent to any proposed amendment, supplement, waiver, or modification to, or revision of, any Assigned Document or any Hedge Document, provided, however, that no such amendment, supplement, waiver, modification or revision to the Mortgage Note shall change the (a) outstanding principal amount, the interest rate, the maturity date, the due date for the payment of interest, the terms of mandatory prepayment or governing law or jurisdiction provisions without the Trustee's prior written consent; or (b) timing or amount of the Administration Fee without the Issuer's consent.

2.12 Insurance; Condemnation.

Assignment and Intercreditor Agreement  
Turtle Lake Project

2.12(1) Insurance. The Borrower covenants and agrees that the Credit Provider, the Loan Servicer and the Trustee shall each be named as a mortgagee on all fire, extended coverage and other hazard insurance policies required under the Assigned Documents, provided that all insurers shall be directed to pay all proceeds of such policies directly to the Credit Provider, which proceeds shall be held and applied by the Credit Provider in accordance with the terms of the Security Instrument and the other Mortgage Loan Documents, as the Credit Provider shall direct, in its discretion, and the Borrower, as mortgagor, shall deal solely with the Credit Provider or the Loan Servicer, as the Credit Provider shall direct, under the Assigned Documents. Neither the Credit Provider, the Loan Servicer nor the Trustee shall have any liability under this Assignment for any such application of insurance proceeds. Notwithstanding the foregoing, so long as this Assignment shall continue in full force and effect as to the Credit Provider, and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, the Credit Provider and the Loan Servicer shall be the sole loss payees on all fire, extended coverage and other hazard insurance policies required under the Mortgage Loan Documents, and all insurers shall be directed to pay all proceeds of such policies directly to the Credit Provider. Only at such time as this Assignment shall have terminated as to the Credit Provider as provided in Section 16 of this Assignment or during such period of time as there exists a Wrongful Dishonor which shall have continued for more than five Business Days shall the Trustee be deemed a loss payee entitled to receive the proceeds of such policies. The Borrower further covenants and agrees that the Credit Provider, the Trustee and the Issuer shall each be a named insured on all liability insurance policies required under the Assigned Documents.

2.12(2) Condemnation. The Borrower covenants and agrees that all proceeds of any condemnation award or award in lieu of condemnation shall be paid solely to the Credit Provider, it being agreed that so long as this Assignment shall continue in full force and effect as to the Credit Provider, and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, the Credit Provider shall be the sole payee with respect to all condemnation and like awards and all awards in lieu of condemnation. Only at such time as this Assignment shall have terminated as to the Credit Provider as provided in Section 16 of this Assignment or during such period of time as there exists a Wrongful Dishonor which shall have continued for more than five Business Days shall the Trustee be entitled to receive such proceeds. All proceeds of a condemnation award or other award in lieu of condemnation received by the Credit Provider shall be held and applied by the Credit Provider in accordance with the terms of the Security Instrument, as the Credit Provider shall direct, in its discretion, and the Borrower, as mortgagor, shall deal solely with the Credit Provider or the Loan Servicer, as the Credit Provider shall direct, under the Assigned Documents. Neither the Credit Provider nor the Trustee shall have any liability under this Assignment for any such application of



condemnation award proceeds. The Credit Provider and the Trustee shall execute, acknowledge and deliver all such documents presented by or on behalf of the Credit Provider as shall be necessary to evidence or confirm the provisions of Section 2.12(1) and this Section 2.12(2), as applicable.

**2.13 Possession of Mortgage Note and Security Instrument: Records and Books of Account: Examination of Records and Books of Account.**

**2.13(1) Possession of Mortgage Note and Security Instrument.** Subject to the provisions of Section 2.4 of this Assignment, the Trustee shall have custody of the original Mortgage Note, duly endorsed to the Trustee and the Credit Provider, as their interests may appear, and the recorded Security Instrument. True copies of the Mortgage Note and the Security Instrument shall be delivered to and held by the Credit Provider. The originals (or, where recorded, executed copies) of all other Mortgage Loan Documents, shall be delivered to, held by, and be under the exclusive dominion and control of, the Credit Provider.

**2.13(2) Records and Books of Account.** The Trustee shall keep, or cause to be kept, proper records and books of account in which complete and accurate entries shall be made of all of its transactions relating to the Mortgage Loan, the Assigned Documents and the Hedge Documents, including, but not limited to, payments made under the Mortgage Loan and all funds and accounts established by or held pursuant to the Indenture with respect to the Mortgage Loan.

**2.13(3) Examination of Records and Books of Account.** The Trustee covenants and agrees that all records and books of account in its possession relating to the Mortgage Loan, the Assigned Documents, the Hedge Documents and all records and books of account regarding the receipt and distribution of payments on the Mortgage Loan and the Borrower's compliance with the terms and conditions of the Mortgage Loan, the Assigned Documents and the Hedge Documents, shall be open to inspection, examination and audit at any reasonable time upon reasonable notice by the Issuer, the Borrower, the Loan Servicer and the Credit Provider or by such accountants or other agents as the Issuer, the Borrower, the Loan Servicer or the Credit Provider may from time to time designate. In addition, the Issuer, the Borrower, the Loan Servicer and the Credit Provider shall have the right, at any time and from time to time, to require the Trustee to furnish such documents to the Issuer, the Borrower, the Loan Servicer and the Credit Provider, at the Borrower's expense, as the Issuer, the Borrower, the Loan Servicer or the Credit Provider, as the case may be, from time to time, deems reasonably necessary in order to determine that the provisions of the Mortgage Loan have been complied with.



2.14 Disposition of Mortgage Loan. Unless a Wrongful Dishonor shall have occurred and be continuing for more than five Business Days, the Trustee shall not, except at the written direction of the Credit Provider, assign, transfer or dispose of (a) its rights or interests in and to the Mortgage Loan, the Mortgage Note, the Security Instrument or any other Mortgage Loan Document or (b) the Mortgage Loan Payments Interest to any party other than to (1) the Credit Provider as provided in Section 2.4(2) and Section 2.4(3) of this Assignment (2) a successor Trustee pursuant to the terms of the Indenture or (3) to the Issuer, as provided in Section 16 of this Assignment.

2.14(1) Substitution. Upon receipt of written notice from the Credit Provider and the approval of the Issuer as and to the extent permitted under the Regulatory Agreement, the Trustee shall exchange the Mortgage Note and the Mortgage for a new mortgage note and mortgage on the Mortgaged Property which may be executed by a person other than the Borrower (the "New Borrower"), provided that if the Credit Provider has acquired the Mortgaged Property through foreclosure, by accepting a deed in lieu of foreclosure or by comparable conversion of the Mortgage Loan, no approval from the Issuer of such exchange shall be required if Fannie Mae is the New Borrower. Except in the event of a transfer of the Mortgage Loan to the Credit Provider in accordance with Section 2.4 of this Assignment, prior to accepting a new mortgage loan, the Trustee shall have (i) received written evidence that the New Borrower shall have executed and recorded a document substantially in the form of the Regulatory Agreement (or executed and recorded an assumption of all of the Borrower's obligations under the Regulatory Agreement) and that the Credit Facility, Security Documents and other Mortgage Loan Documents, as applicable, have been modified as necessary to be applicable to the new mortgage loan, (ii) received from each Rating Agency then rating the Bonds written confirmation that the rating to be in effect with respect to the Bonds from and after delivery to the Trustee of the new mortgage note and mortgage and the modified Credit Facility, the Security Documents and the other Mortgage Loan Documents, as applicable, will not be lower than the rating then in effect for the Bonds and (iii) received an Opinion of Bond Counsel, to the effect that such exchange and modification, in and of itself, shall not affect the exclusion, from gross income, for federal income tax purposes of the interest payable on the Series A Bonds. In addition, if the substitution has resulted in an amendment to the Credit Facility, the Trustee shall receive from the Credit Provider an Opinion of Counsel to the Credit Provider, who may be an employee of the Credit Provider, to the effect that the amended Credit Facility, has been duly authorized, executed and delivered and constitutes the valid, binding and enforceable obligation of the Credit Provider, subject to any applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors' generally, general equitable principles and other customary exceptions.

2.14(2) Assignment by Credit Provider. The Credit Provider shall, in its sole discretion, have the right to assign, sell or transfer its right, title and interest

in, to and under the Assigned Documents, the Hedge Documents, the Assigned Rights, this Assignment and the Hedge Assignment to any Person.

2.15 Failure to Remarket. The Issuer, the Trustee and the Borrower acknowledge that if, following an optional or mandatory tender of Bonds in accordance with Section 4.1 or Section 4.2 of the Indenture, the Bonds have not been remarketed, but have been purchased by the Trustee on behalf of and as agent for the Borrower with funds provided by the Credit Provider to the Trustee pursuant to the Credit Facility, and such Purchased Bonds have not been remarketed as of the first anniversary of the date of such purchase, the Credit Provider shall have the right, at any time beginning on such first anniversary date, provided the Bonds have not been remarketed in the interim, to do any one or more of the following: (1) direct the Trustee in writing to assign its interest in the Mortgage Loan, including, without limitation, the Mortgage Note, the Security Instrument and the Mortgage Loan Payments Interest, as well as the Principal Reserve Fund, to the Credit Provider, (2) direct the Trustee in writing to declare an Event of Default under (and as defined in) the Financing Agreement and/or itself declare a default under the Reimbursement Agreement and/or declare a default under the Mortgage Loan, (3) direct the Trustee to (A) redeem the Bonds in accordance with Section 3.3(2) of the Indenture or (B) accelerate payment of the Bonds in accordance with Section 10.2(1) of the Indenture, or (C) carry out a purchase of the Bonds in accordance with Section 4.2(2) of the Indenture and/or (4) direct the Trustee to cancel all Purchased Bonds. Notwithstanding the foregoing, the Credit Provider shall not take any action described in the preceding sentence if, prior to such first anniversary date, (a) the Credit Provider is reimbursed in full for all amounts advanced under the Credit Facility and (b) the Credit Provider is paid in full all fees and other amounts due to the Credit Provider, all in accordance with the Reimbursement Agreement.

3. Disposition of Credit Facility. On the Closing Date, the Credit Provider shall deliver the Credit Facility to the Trustee. The Trustee shall not, without the prior written consent of the registered owners of all of the Bonds then Outstanding, transfer the Credit Facility except as provided in Section 8.2 of the Indenture.



4. Limitations on Issuer. From and after the date of this Assignment, the Issuer shall not, except with respect to its Reserved Rights (a) deal in any manner with any of the Assigned Documents, (b) exercise or refrain from exercising any of the Assigned Rights or any rights or remedies under the Assigned Documents, (c) purport to exercise any of the Mortgage Loan Rights or (d) take any other action with respect to the Assigned Documents, the Assigned Rights or the Mortgage Loan Rights including, but not limited to, waiving or releasing the Borrower from any Event of Default or the performance or observance of any obligation or condition under any Assigned Document.

5. Effect of Default. In the event that, following a default under the Mortgage Loan (a) the Mortgaged Property is acquired by either or both of the Assignees, or their nominees, as a result of a foreclosure or the acceptance of a deed in lieu of foreclosure or comparable conversion of the Mortgage Loan or other enforcement provisions of the Security Instrument, (b) the Bonds are not redeemed with funds provided under the Credit Facility and (c) this Assignment shall continue in full force and effect as to the Credit Provider and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than 5 Business Days, the Mortgaged Property shall be conveyed to the Credit Provider or its nominee, and all decisions thereafter with respect to the Mortgaged Property (including, but not limited to, all decisions with respect to the management, operation, maintenance and sale of the Mortgaged Property — and the price and terms of such sale — the payment or contesting of real estate taxes, rebuilding or restoration after damage, destruction or taking, alterations, improvements, insurance coverage, litigation and conversion to a cooperative or condominium), shall be made solely by the Credit Provider.

6. Mortgage Loan Servicing.

6.1 Servicing Arrangements. The identity of the Loan Servicer being of material importance to the Credit Provider, this Assignment is accepted by the Credit Provider on the basis, and with the understanding, that the Loan Servicer will be determined solely by the Credit Provider. Accordingly, so long as this Assignment shall continue in full force and effect as to the Credit Provider and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, the Issuer, the Trustee and the Borrower agree that the Credit Provider shall, in its discretion, have the sole and exclusive (a) right to appoint the Loan Servicer and arrange for the servicing of the Mortgage Loan and the Assigned Documents, provided such servicing shall be performed by a Credit Provider approved seller-servicer in accordance with the requirements of the Credit Provider, (b) power and authority, on its own behalf and/or on behalf of the Trustee and the Issuer, to do or refrain from doing any act in connection with the Mortgage Loan and/or the Assigned Documents, including any act provided for in this Assignment and (c) right to remove the Loan Servicer (for any reason), terminate its right to service the Mortgage Loan,



and appoint a new Loan Servicer. The Issuer, the Trustee and the Borrower further acknowledge and agree that the servicing arrangements between the Credit Provider and the Loan Servicer are subject to amendment or termination without the consent of the Issuer, the Trustee or the Borrower and that none of the Issuer, the Trustee or the Borrower shall have any rights under or be a third party beneficiary of such arrangements. The Trustee, the Borrower and the Issuer acknowledge and agree that any Loan Servicer designated by the Credit Provider shall be paid a fee for its services. Neither the Issuer, the Trustee nor the Credit Provider shall have the obligation to pay such fees from their own funds. The Trustee, the Borrower and the Issuer acknowledge the right of the Loan Servicer to deduct the Servicing Fee and the Facility Fee from monthly payments on the Mortgage Note made by the Borrower so long as the amount remitted to the Trustee includes interest at the Pass-Through Rate. As long as the Loan Servicer is servicing the Mortgage Loan, the Borrower shall deliver to the Issuer, the Loan Servicer and the Trustee copies of all reports and notices required by the Mortgage Loan Documents. The Credit Provider delegates to the Loan Servicer the right to exercise such of the Mortgage Loan Rights as shall be approved or confirmed from time to time by the Credit Provider.

6.2 Service Procedures. The Loan Servicer agrees to perform all invoicing, collecting and remitting functions set forth in the Mortgage Note in accordance with the following procedures:

- (i) three Business Days prior to the Interest Payment Date of each month, the Loan Servicer shall invoice the Borrower for the amounts specified in section 4.8 of the Mortgage Note;
- (ii) as required by the Mortgage Note, the Borrower shall remit its payment by wire transfer to the Loan Servicer not later than two Business Days prior to the Interest Payment Date;
- (iii) the Loan Servicer shall retain those portions of the Borrower's monthly payment allocable to (a) reserves to be held by the Loan Servicer pursuant to the Mortgage Loan Documents and (b) Set Rate Interest; and
- (iv) on the 15th day of each month, the Loan Servicer shall remit (a) to the Credit Provider those portions of the Borrower's monthly payment allocable to (1) interest at the Pass-Through Rate, provided that if a Wrongful Dishonor occurs on such date, the Loan Servicer shall remit interest at the Pass-Through Rate to the Trustee, and (2) Set Rate Interest, to the extent that Set Rate Interest is allocable to the Facility Fee, and (b) to the Trustee those portions of the Borrower's monthly payment allocable to interest at the Pass-Through Rate (but only if a Wrongful Dishonor occurs on such date), principal for

deposit into the Principal Reserve Fund (1) principal otherwise paid under the Mortgage Note, (2) the amount to be deposited into the Hedge Reserve Fund, if any, and (3) amounts due in respect of the Administration Fee, the Trustee's Annual Fee and/or the Rebate Analyst's Annual Fee.

The Issuer, the Trustee and the Borrower acknowledge that the Trustee will not, subject to the foregoing, receive any payments under the Mortgage Note that are not part of the Mortgage Loan Payments Interest.

7. Borrower's Acknowledgments. The Borrower acknowledges that all of the right, title and interest of the Issuer (excluding the Reserved Rights of the Issuer) in, to and under the Assigned Documents, including, but not limited to, the Issuer's right to collect and receive all amounts payable under the Assigned Documents has, pursuant to this Assignment, been assigned by the Issuer to the Assignees as provided in this Assignment. The Borrower further acknowledges and consents to all of the terms and provisions set forth in this Assignment.

8. Regulatory Agreement.

8.1 Monitoring of Regulatory Agreement. The Issuer or such party appointed by the Issuer to administer the Regulatory Agreement shall have the sole obligation to monitor compliance with the Regulatory Agreement.

8.2 Notices, Cure Rights, Limitations.

8.2(1) Default. Upon any violation of the Regulatory Agreement, the Trustee shall, in accordance with Section 7.1(4) of the Financing Agreement, provide the Credit Provider and the Loan Servicer with notice of the violation and a copy of each written notice of the violation given by the Issuer or the Trustee to the Borrower. The Issuer shall afford each of the Credit Provider and the Loan Servicer the same opportunity to cure the default as is provided to the Borrower under the Regulatory Agreement, provided that in no event shall the Credit Provider or the Loan Servicer have any obligation to cure or to attempt to cure any default under the Regulatory Agreement. The Credit Provider shall have the additional right, but not the obligation, to elect to cure any violation of the Regulatory Agreement by assumption of the management and operation of the Mortgaged Property, directly or through any Credit Provider approved seller-servicer. Any operation of the Mortgaged Property by the Credit Provider or its successors or assigns shall be in accordance with the Regulatory Agreement, but only so long as the Regulatory Agreement shall remain in effect.



8.3 Termination of Regulatory Agreement. The Trustee agrees to promptly notify the Credit Provider and the Loan Servicer of the termination of the Regulatory Agreement.

9. Limitations on Actions. Notwithstanding any other provision of this Assignment to the contrary, until this Assignment shall have terminated as to the Credit Provider as provided in Section 16 of this Assignment or until a Wrongful Dishonor shall have occurred and, in that event, only if the Wrongful Dishonor shall have continued for more than five Business Days, neither the Issuer nor the Trustee, nor any person under the control of the Issuer or the Trustee, shall, without the prior written consent of the Credit Provider (a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal, interest or other amounts due under the Mortgage Loan, (b) upon the occurrence of an event of default under the Mortgage Loan, take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Mortgage Loan, (c) interfere with or attempt to influence the exercise by the Credit Provider of (1) any of its rights in respect of the Mortgage Loan, including, but not limited to, the Credit Provider's remedial rights under the Assigned Documents and/or (2) the Mortgage Loan Rights, (d) upon the occurrence of an event of default under any Mortgage Loan Document, take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Mortgage Loan Documents or (e) exercise any remedies or direct any proceedings under the Financing Agreement except at the express direction of the Credit Provider, provided that such restrictions shall not be construed to limit the rights of the Issuer to seek specific performance of the Regulatory Agreement or to specifically enforce its Reserved Rights or to take any action against the Borrower for the payment of fees, costs and expenses payable to the Issuer, or of the Trustee to take action against the Borrower for the payment of fees, costs and expenses payable to the Trustee. The Issuer agrees to provide written notice to the Assignees and the Loan Servicer immediately upon taking any action at law or in equity to enforce its Reserved Rights or rights under the Regulatory Agreement. Notwithstanding any other provision in this Assignment to the contrary, so long as this Assignment is in full force and effect as to the Credit Provider and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, neither the Issuer nor the Trustee nor any person under their control shall exercise any remedies or direct any proceedings under the Indenture, the Financing Agreement, or the Regulatory Agreement other than (a) to enforce rights under the Credit Facility, (b) to enforce the tax covenants in the Indenture, the Financing Agreement and the Regulatory Agreement (c) enforce rights of specific performance under the Regulatory Agreement, subject to the provisions of Section 8 and this Section 9, (d) to enforce the Issuer's Reserved Rights or (e) as to the Trustee, to enforce payment of its fees, costs and expenses in accordance with the Indenture, subject in all cases to the limitations set forth in the Financing Agreement.



10. Amendment of Agreements. The Issuer agrees that it will not consent to any amendment, modification of, supplement to, or waiver or consent with respect to, the Financing Agreement, the Indenture, the Regulatory Agreement, or any other documents executed or delivered in connection with the Bonds without the prior written consent of the Credit Provider.

11. Representations, Warranties and Covenants.

11.1 Representations, Warranties and Covenants of the Issuer. The Issuer represents, warrants and covenants to the Assignees that:

- (i) the purchase of the Mortgage Loan is in accordance with the Act;
- (ii) the Issuer is a validly existing public corporation and instrumentality organized under the laws of the State of Alabama;
- (iii) the Issuer is, following the Loan Servicer's assignment pursuant to Section 2.0, the owner of all right, title and interest in and to the Mortgage Loan, including the Mortgage Note, the Security Instrument and the other Assigned Documents (to the extent assigned by this Assignment) and the Assigned Rights, and has all necessary power and authority (a) to execute, deliver and carry out the terms and provisions of this Assignment and to assign the Assigned Documents and the Assigned Rights to the Assignees pursuant to this Assignment free of any liens or restrictions other than those created under the Indenture, and (b) to execute and deliver the Indenture;
- (iv) the Issuer has duly (a) authorized the execution, delivery and performance of this Assignment, the Indenture and any and all other agreements to which it is a party, including, but not limited to, the Assigned Documents to which it is a party (collectively, with this Assignment, the "Issuer's Documents") and (b) executed and delivered each of the Issuer's Documents;
- (v) the Issuer's Documents are the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity;
- (vi) the execution, delivery and performance of the Issuer's Documents by the Issuer will not (a) violate any provision of law, or any rules or regulations

promulgated under any law, (b) violate, be in conflict with or constitute a default (after notice or lapse of time, or both) under the Act or under the by-laws of the Issuer, as amended from time to time, or any term or provision of any agreement, indenture, resolution or other instrument by which the Issuer is bound or to which any of its assets is subject, or (c) violate any judgment, decree, governmental order, writ, injunction, statute, rule or regulation of any court or governmental body, agency or other instrumentality applicable to the Issuer;

(vii) the Issuer is not a party to, or otherwise subject to any provision contained in, any agreement or other instrument (including the Act) which restricts or otherwise limits the assignability of the Assigned Documents or the Assigned Rights pursuant to this Assignment;

(viii) except as specifically provided for in the Indenture, the Issuer has not granted and will not grant any lien or security interest in the Assigned Documents or the Assigned Rights and has not sold, transferred or otherwise disposed of any interest in the Assigned Documents or the Assigned Rights;

(ix) the principal place of business of the Issuer is presently located at the address set forth in this Assignment for notices to be given to the Issuer;

(x) no further action, consent, approval, registration or filing by or with any governmental agency, bureau, commission or court is required in connection with the execution, delivery, adoption and/or performance, as the case may be, by the Issuer of the Issuer's Documents other than as have been (or will be, when required) made or obtained;

(xi) the Issuer shall comply with the covenants, requirements and provisions of the Indenture applicable to it and perform all of its obligations under the Indenture;

(xii) the Issuer has complied and will comply with all material provisions of the Act applicable to the Bonds and the transactions contemplated by the provisions of the Indenture; and

(xiii) no litigation or administrative action of any nature has been served on it and is now pending (i) seeking to restrain or enjoin the execution and delivery of this Assignment or the Assigned Documents, or the adoption of the Indenture or in any manner questioning the proceedings or authority relating to any of the foregoing or otherwise affecting the validity of the Bonds or (ii) as to the existence or authority of the Issuer or that of its present or former members or officers and, to the best knowledge of the Issuer, none of the foregoing are threatened.

11.2 Representations and Warranties of the Credit Provider. The Credit Provider represents and warrants to the Issuer and the Trustee that this Assignment has been duly authorized, executed and delivered by the Credit Provider; assuming due authorization, execution and delivery of this Assignment by the Issuer and the Trustee, this Assignment constitutes a legal, valid and binding obligation of the Credit Provider enforceable against the Credit Provider in accordance with its terms, subject to any applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights from time to time in effect, and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or of equity.

11.3 Representations, Warranties and Covenants of the Borrower. The Borrower represents, warrants and covenants that:

(i) all representations, warranties, covenants, indemnities and other agreements of the Borrower set forth in the Assigned Documents, and all rights, powers and remedies of the Issuer under the Assigned Documents and the Hedge Documents, are acknowledged to be assigned to and for the benefit of the Assignees, and all of such rights, powers and remedies may, as provided in this Assignment and the Hedge Assignment, be enforced by the Assignees (in the priorities established by this Assignment) in the name, place and stead of the Issuer;

(ii) the Assignees (in the priorities established by this Assignment), as the holders of all of the rights, remedies, authority, privileges, powers and options and authority of the Issuer, have the exclusive authority to exercise all of the rights, powers and authority of the Issuer, and to take any action or do anything, with respect to, under or in connection with or in the enforcement of, the Assigned Documents and the Assigned Rights;

(iii) it will perform and observe, for the benefit of the Assignees (in the priorities established by this Assignment), all of the covenants and agreements of the Borrower under the Assigned Documents as if the Assignees were named in the Assigned Documents rather than the Issuer;



(iv) it will not cancel, amend, surrender, abridge or otherwise modify the Assigned Documents or the Hedge Documents without the prior written consent of the Assignees pursuant to the terms of this Assignment;

(v) it will not seek to recover from an Assignee any monies owed to the Borrower by the other Assignee, pursuant to the Assigned Documents, whether by reason of defense, set-off, counterclaim or deduction for any reason whatsoever;

(vi) whenever the consent or approval of the Issuer is required or permitted under the Assigned Documents, the written consent or approval of the Assignee having the right to give such consent pursuant to this Assignment shall, in lieu of such consent or permission of the Issuer, be obtained before taking any action or omitting to take any action for which such consent or permission is needed; and

(vii) it will simultaneously give to the Assignees copies of all notices and communications required to be given by the Borrower under the Assigned Documents.

Nothing contained in this Assignment shall be deemed to change, modify or waive any of the representations, warranties, covenants or agreements of the Borrower contained in the Assigned Documents.

11.4 Representations and Warranties of the Trustee. The Trustee represents and warrants to the Credit Provider that:

(i) it is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) it has the power and authority to accept and execute trusts and has duly accepted its appointment as Trustee under the Indenture;

(iii) it has the power and authority to execute and deliver, accept the rights and duties granted in, and perform its obligations under, this Assignment;

(iv) all corporate action required to authorize the acceptance of its appointment as Trustee under the Indenture and the execution, delivery and performance of this Assignment and the effectuation of the transactions provided for in this Assignment has been duly taken;

(v) the execution and delivery of this Assignment by the Trustee, as trustee, and the performance of its duties and obligations under this Assignment as

provided in this Assignment are not in violation of any provisions of its organizational documents or by-laws, any law or regulation, any court or administrative order or any agreement or other instrument to which it is a party or by which it may be bound; and

(vi) this Assignment has been duly authorized, executed, delivered and has been duly accepted by its duly authorized officers and, assuming due authorization, execution and delivery of this Assignment by the Issuer, the Loan Servicer, the Credit Provider and the Borrower, constitutes a valid, binding and enforceable obligation of the Trustee, subject to applicable bankruptcy, insolvency, reorganization, and other laws of general applicability relating to or affecting creditors' rights from time to time in effect, and to general equity principles.

11.5 Representations, Warranties and Covenants of the Loan Servicer. The Loan Servicer represents, warrants and covenants to the Assignees that:

(i) the Loan Servicer is the owner of all right, title and interest in and to the Mortgage Loan, and has all necessary power and authority (a) to execute, deliver and carry out the terms and provisions of this Assignment and to assign the Mortgage Loan and

(ii) the Loan Servicer has duly (a) authorized the execution, delivery and performance of this Assignment and any and all other agreements to which it is a party.

12. Control on Right of Redemption. Notwithstanding any inconsistent provision of the Indenture or any of the Assigned Documents, the Issuer agrees that, so long as the Reimbursement Agreement is in full force and effect and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, the Issuer shall not exercise any option under the Indenture to redeem any or all of the Bonds without the prior written consent of the Credit Provider.

13. Consents to Maturity and Sinking Fund Schedules. The Issuer agrees that it will not establish any schedule of principal amounts of Bonds to mature or be subject to redemption through the application of sinking fund installments without the prior written consent of the Borrower and, for so long as the Reimbursement Agreement is in full force and effect and no Wrongful Dishonor shall have occurred, or if it shall have occurred, shall not have continued for more than five Business Days, without the prior written consent of the Credit Provider.

14. Exculpation. Notwithstanding any term or provision of this Assignment, or

the Hedge Assignment, the Assigned Documents and/or the Issuer's Documents to the contrary, the Credit Provider shall not be liable under this Assignment or the Hedge Assignment, or under any of the Assigned Documents, the Hedge Documents or the Issuer's Documents to any other party to this Assignment, the Hedge Assignment, the Assigned Documents, the Hedge Documents or the Issuer's Documents for any action taken or omitted by the Credit Provider in connection with the Mortgage Loan, this Assignment, the Hedge Assignment, the Assigned Documents, the Issuer's Documents or the Hedge Documents, except for such action or omission which is directly attributable to its own gross negligence or willful misconduct. The Credit Provider shall be protected and shall incur no liability in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness, of any notice, demand, certificate, signature, instrument or other document believed by the Credit Provider to be genuine and to have been duly executed by the appropriate signatory. In addition, the Credit Provider shall be protected and shall incur no liability in relying upon an Opinion of Counsel with respect to any action taken or not taken in good faith by the Credit Provider under this Assignment, the Hedge Assignment, the Assigned Documents, the Issuer's Documents or the Hedge Documents. The Credit Provider shall, at all times, be free to establish independently to its satisfaction and in its absolute discretion the existence or non-existence, as the case may be, of any fact the existence or non-existence of which shall be a condition to any term or provision of this Assignment or of any of the Assigned Documents. The immunities and exemptions from liability of each Assignee shall extend to its directors, officers, employees and agents.

15. Disclaimers; Acknowledgments. Approval by the Credit Provider of the Borrower, the Mortgage Loan, the Bonds or otherwise shall not constitute a warranty or representation by the Credit Provider as to any matter. Nothing set forth in this Assignment or in the subsequent conduct of the parties shall be deemed to constitute the Credit Provider as the partner of any person for any purpose whatsoever.

16. Termination. This Assignment (a) shall terminate and be of no further force or effect as to the Credit Provider at such time as the Reimbursement Agreement is no longer in full force and effect and (b) shall terminate and be of no further force and effect as to the Trustee at the earlier of (1) such time as the Bonds shall have been paid in full or deemed paid in full as provided in the Indenture or (2) by mutual written agreement of the Issuer and the Trustee after this Assignment shall have so terminated as to the Credit Provider, in which event the Assigned Documents shall automatically revert to the Issuer without any further action on the part of the Trustee. The Credit Provider agrees that upon termination of this Assignment solely as to the Credit Provider, as provided in clause (a) of the preceding sentence, it will execute a release, in recordable form, of its rights and interests under this Assignment.

**Assignment and Intercreditor Agreement  
Turtle Lake Project**



17. Liability of Borrower. The liability of the Borrower under this Assignment is limited to the same extent as set forth in sections 10 and 11 of the Mortgage Note, the provisions of which are, by this reference, incorporated in this Assignment and shall have the same force and effect as if fully set forth in this Assignment.

18. Incorporation of Security Instrument. The provisions of the Security Instrument are, by this reference, incorporated into this Assignment and shall have the same force and effect as if fully set forth in this Assignment.

19. Notice. All notices, certificates, demands and other communications provided for in this Assignment shall be in writing and mailed (registered or certified mail, return receipt requested, and postage prepaid), hand-delivered, with signed receipt, or sent by nationally-recognized overnight courier to the applicable parties set forth in, and otherwise in the manner provided in and in accordance with, Section 13.4 of the Indenture. Each party named above may designate a change of address by written notice to all of the other parties fifteen (15) days prior to the date of such change of address is to become effective. All such notices, certificates, demands and other communications shall be effective when received at the address specified as aforesaid.

20. Miscellaneous.

20.1 Waivers. The Assignees shall not by any act, delay, omission or otherwise be deemed to have waived any of their rights or remedies under this Assignment and no waiver whatever shall be valid, unless in writing signed by the Assignees, and then only to the extent set forth in the waiver. A waiver by the Assignees of any default, right or remedy under this Assignment on any one occasion shall not be construed as a waiver of any other default or be a bar to any right or remedy the Assignees would otherwise have on any future occasion.

20.2 Amendments. This Assignment may not be changed, modified or discharged in whole or in part, unless set forth in a writing signed on behalf of both of the Assignees and by the Issuer, each by their duly authorized officers.

20.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws principles, except to the extent that the laws of the United States of America prevail.

20.4 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS ASSIGNMENT (A) COVENANTS AND AGREES THAT SUCH PARTY WILL NOT ELECT A TRIAL BY JURY WITH RESPECT TO ANY

SUCH ISSUE THAT IS OTHERWISE TRIABLE BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY TO THE EXTENT THAT ANY SUCH RIGHT SHALL EXIST NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL BY THE PARTIES, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE.

20.5 Severability. Should any provision of this Assignment be held by a court of competent jurisdiction to be enforceable only if modified, such holding shall not affect the validity of the remainder of this Assignment, the balance of which shall continue to be binding upon the parties to this Assignment with any such modification to become a part of this Assignment and treated as though originally set forth in this Assignment. The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Assignment in lieu of severing such unenforceable provision from this Assignment in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Assignment, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied in this Agreement to the maximum extent permitted by law. The parties expressly agree that this Assignment as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Assignment be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Assignment shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth herein.

20.6 Additional Assignment. In the event that the Borrower is no longer the owner of the Mortgaged Property and a new mortgagor is substituted in its place, or if the Security Instrument is replaced by a new mortgage on the Mortgaged Property, the Issuer, at the expense of the Borrower, shall execute and deliver to the Assignees, a new

assignment, substantially the same as this Assignment, which shall refer to this Assignment, but only upon compliance with the provisions of the Regulatory Agreement.

20.7 No Merger of Interests. There shall be no merger of the interests of any of the Bondholders with the interests of any holder of the Assigned Rights by reason of the fact that the same person, firm or entity may acquire, own or hold, directly or indirectly, such interests, unless and until such person, firm or entity and all others having an interest in the Bonds and the Assigned Rights shall effect such merger in a written, duly recorded instrument.

20.8 Reimbursement of Assignees. The Borrower shall reimburse each Assignee and the Loan Servicer, from time to time, for all the Assignee's reasonable expenses, charges, costs, fees and disbursements, and those of the Assignee's attorneys, agents and employees, incurred in connection with the performance of the Assignee's powers and duties under this Assignment. The Borrower shall indemnify and save each Assignee harmless against any liability which it may incur in the exercise and performance of its powers and duties under this Assignment and which are not due to its gross negligence or willful misconduct.

20.9 Incorporation of Rights. All provisions of the Indenture, the Financing Agreement, the Reimbursement Agreement and the Credit Facility applicable to the rights of the Credit Provider are incorporated into this Assignment as if expressly set forth at length in this Assignment, except as such rights are expanded or modified by the express provisions of this Assignment. All provisions of the Indenture related to the duties, obligations, standard of care, protections and immunities from liability afforded the Trustee under the Indenture shall apply to the Trustee under this Assignment.

20.10 References. Whenever any party is referred to in this Assignment, such reference shall be deemed to include the successors and assigns of such party. If an Alternate Credit Facility (as defined in the Indenture) shall be issued in accordance with the provisions of the Indenture and the Financing Agreement, and if the Credit Provider shall have assigned to the issuer of the Alternate Credit Facility all of its rights under this Assignment, all references in this Assignment to the "Credit Facility" shall mean the Alternate Credit Facility and all references in this Assignment to "Fannie Mae" or the "Credit Provider" shall mean the person, firm or entity which has issued the Alternate Credit Facility.

20.11 Counterparts. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

Assignment and Intercreditor Agreement  
Turtle Lake Project



20.12 Assignment Without Recourse. This Assignment is made by the Issuer without recourse in respect of the Mortgage Note or liabilities secured by the Assigned Documents.

20.13 Remarketing Agreement; Tender Agent Agreement. The Issuer and the Borrower agree that they will not enter into any amendment, modification, supplement or other document effecting a change in any remarketing agreement or tender agent agreement applicable to the Bonds or enter into any new or replacement remarketing agreement or tender agent agreement with respect to the Bonds without the prior written consent of the Credit Provider.

20.14 Approval of Documents. All documents relating to the transactions described in this Assignment shall be subject to the approval of the Credit Provider, in its discretion.

20.15 Consent of the Credit Provider. If any provision of this Assignment provides for the prior approval or consent of the Credit Provider or any waiver by the Credit Provider and if a basis for the Credit Provider granting such approval, consent or waiver is not otherwise stated, then it is understood and agreed that such approval or consent will be given by the Credit Provider in its discretion.

20.16 Certain Notices to the Credit Provider and Loan Servicer. The Trustee agrees to advise the Credit Provider and the Loan Servicer promptly in writing of (a) the occurrence of any Event of Default known to it under the Indenture, the Financing Agreement, the Credit Facility or any Mortgage Loan Document, or any event known to it which, with the passage of time or service of notice, or both, would constitute an Event of Default under the Indenture or under the Financing Agreement, the Credit Facility or any Mortgage Loan Document, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect to such event, (b) each proposed transfer or disbursement of monies on deposit in Principal Reserve Fund, (c) each proposed redemption of Bonds (other than mandatory sinking fund redemption), (d) any failure by the Borrower to pay any fees, costs or expenses due to the Issuer or the Trustee and (e) any failure by the Trustee to receive any scheduled payment when due under the Mortgage Note or otherwise with respect to the Mortgage Loan. The Trustee also agrees to give prompt written notice to the Loan Servicer (and upon written request to the Credit Provider) of all payments received by the Trustee under the Mortgage Note or otherwise with respect to the Mortgage Loan provided no notice need be given to the Loan Servicer for amounts paid to it by the Loan Servicer.

20.17 Bailee. The Trustee agrees to act as bailee and agent on behalf of the

Credit Provider in relation to the Borrower's pledge and grant of a security interest pursuant to the Reimbursement Agreement to the extent, if any, the Borrower retains an interest in all Funds and Accounts held by the Trustee under the Indenture.

21. Exercise of Rights. Subject to the provisions of this Assignment, any one or more of the rights and remedies afforded to the Assignees under the provisions of this Assignment may be exercised by the particular Assignee concurrently with or independently of the exercise of any or all other rights or remedies.

22. Remedies Cumulative. The rights, powers and remedies of the Assignees under this Assignment are in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers or remedies provided in this Assignment shall not be construed as a waiver of any other rights, powers and remedies of any of the Assignees.

23. Obligations Limited. Neither Assignee, as such, shall be obligated to take any steps which are or may be necessary to preserve any rights of the Assignee in and to the Assigned Documents or the Assigned Rights against any other parties who may be liable in connection therewith. Neither Assignee, as such, shall have a duty to comply with any recording, re-recording, filing, re-filing, or other legal requirements necessary to establish or maintain the validity, priority or enforceability of, or the Assignee's rights in and to, the Assigned Documents, the Hedge Documents or the Assigned Rights.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have duly executed this Assignment as of the day and year first above written.

ALABAMA HOUSING FINANCE

AUTHORITY

By: Ted B. Watts

Ted B. Watts

Vice Chairman

STATE OF ALABAMA )

COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ted. B. Watts, whose name as Vice Chairman of Alabama Housing Finance Authority is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6<sup>th</sup> day of March, 2000.

Vicki Wallace

Notary Public

AFFIX SEAL

My Commission Expires: **My Commission Expires May 16, 2003**

Assignment and Intercreditor Agreement  
Turtle Lake Project



FANNIE MAE

By: 

Name:

Title:

Jerry P. Mull, Vice President

Signed March 2, 2000, effective as of the Closing Date

STATE OF GEORGIA

COUNTY OF Fulton

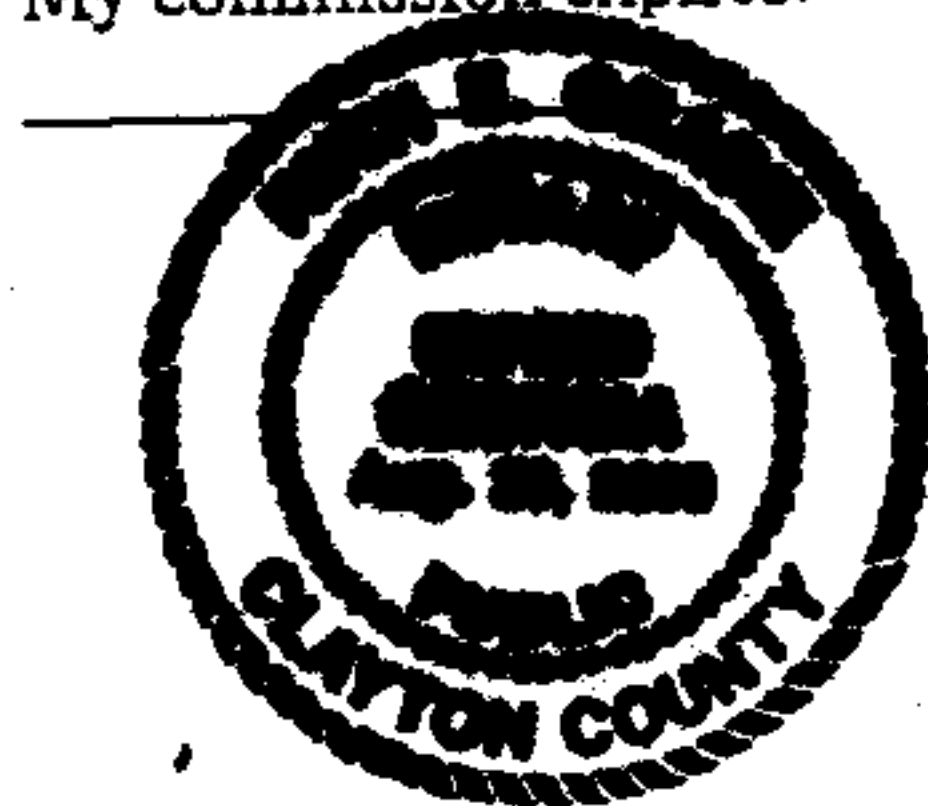
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jerry P. Muir, whose name as Vice President of Fannie Mae, a corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. § 1716, et seq., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2<sup>nd</sup> day of March, 2000.

Ruth E. Gracie  
Notary Public

AFFIX SEAL

My commission expires:



Assignment and Intercreditor Agreement  
Turtle Lake Project

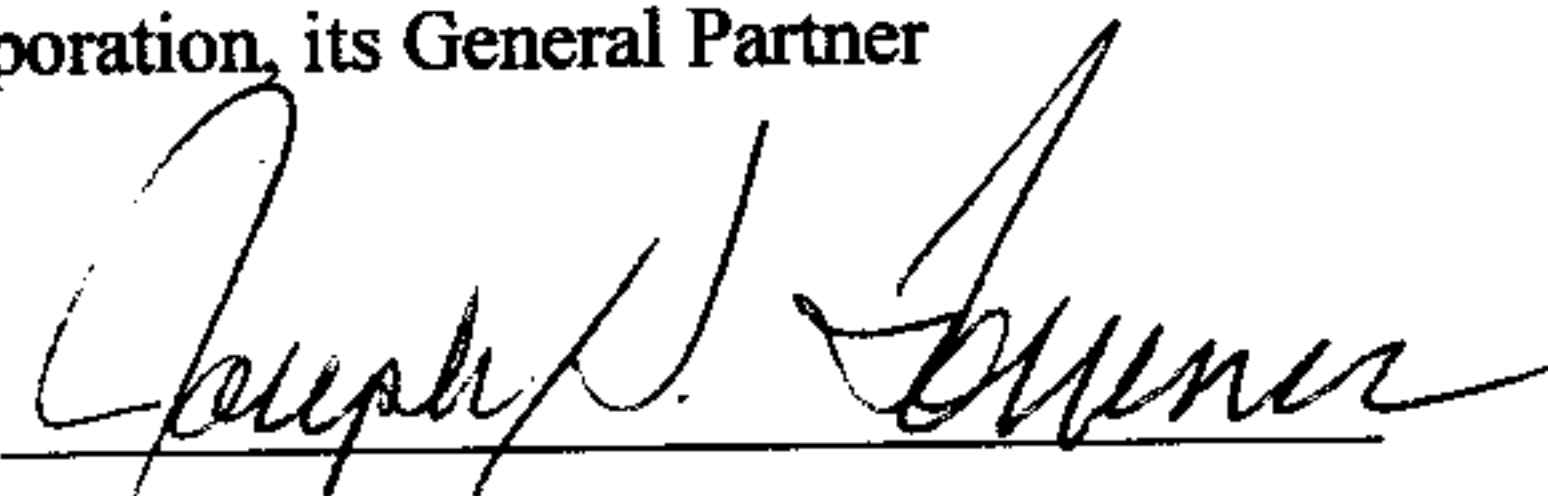
ARCS COMMERCIAL MORTGAGE

CO., L.P., a California limited partnership

By: APMC Realty Inc., a California

corporation, its General Partner

By:



Joseph H. Torrence

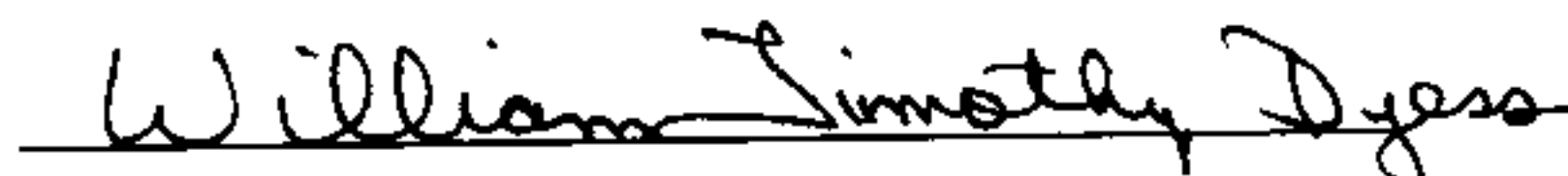
Senior Vice President

STATE OF ALABAMA )

COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph H. Torrence, whose name as Senior Vice President of ARCS Commercial Mortgage Co., L.P., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6<sup>th</sup> day of March, 2000.



Notary Public

AFFIX SEAL

My Commission Expires: **My Commission Expires 9-3-03**

Assignment and Intercreditor Agreement  
Turtle Lake Project



THE BANK OF NEW YORK TRUST

COMPANY OF FLORIDA, N.A.

By: 

Ann M. Harris

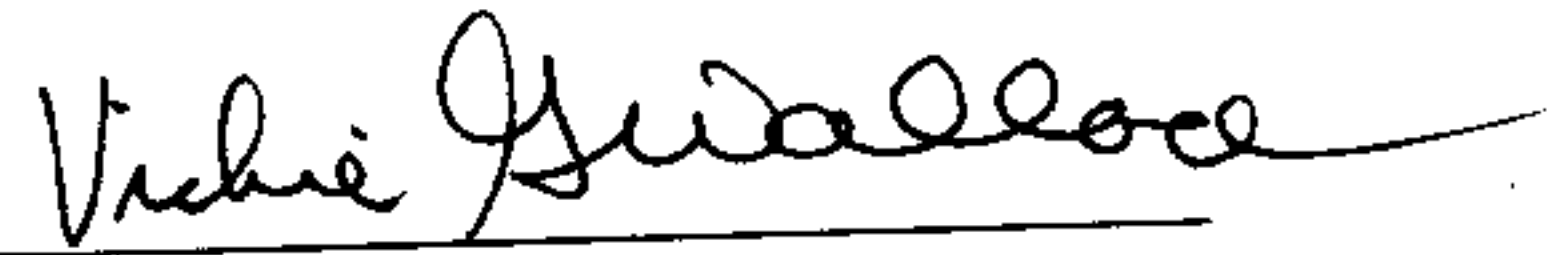
Vice President

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann M. Harris, whose name as Vice President of The Bank of New York Trust Company of Florida, N.A., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6<sup>th</sup> day of March, 2000.



Notary Public

AFFIX SEAL

My Commission Expires:

My Commission Expires May 16, 2003

Assignment and Intercreditor Agreement  
Turtle Lake Project

Acknowledged, Accepted and Agreed to:

BORROWER:

DOUBLE LAKE VENTURES, LLC,

a Georgia limited liability company

By: GGL Ventures, LLC, a Georgia

limited liability company, its Manager

By: Rotterdam Ventures, Inc.,

a New York corporation, its Manager

By: 

Dennis M. Trimarchi

Senior Vice President

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Dennis M. Trimarchi, whose name as Senior Vice President of Double Lake Ventures, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6<sup>th</sup> day of March, 2000.



Notary Public

AFFIX SEAL

My Commission Expires: My Commission Expires 9-3-03

Assignment and Intercreditor Agreement  
Turtle Lake Project

Exhibit A

A Tract of Land in the SW 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, Being more particularly described as follows:

Begin at the NE corner of said SW 1/4 of the NE 1/4; Thence run South 88 Degrees 52'53" West along the North line of said 1/4 - 1/4 Section for a distance of 661.23 feet; Thence run South 00 Degrees 04'49" East for a distance of 330.66 feet; Thence run South 88 Degrees 50'42" West for a distance of 258.06 feet to a Point on the Westerly right of way line of U.S. Highway #280; thence run South 06 Degrees 56'05" East along said right of way for a distance of 60.32 feet; thence leaving said right of way run North 88 degrees 57'56" East for a distance of 286.78 feet; to the Point of Beginning of a curve to the right having a central angle of 90 degrees 34'50" and a radius of 189.89 feet and a chord bearing of South 45 degrees 44'09" East, thence run along the arc of said curve for a distance of 300.18 feet; thence run South 00 degrees 46'20" East for a distance of 148.50 feet, thence run North 89 Degrees 27'15" East for a distance of 254.15 feet; thence run South 00 Degrees 00'03" East for a distance of 218.26 feet; thence run South 89 degrees 58'59" East for a distance of 176.0 feet to a point on the East line of said 1/4 - 1/4 Section thence run North 00 degrees 00'00" East along said East line for a Distance of 956.0 feet to the Point of Beginning., being situated in Shelby County, Alabama.

Inst # 2000-07426

03/08/2000-07426  
03:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
048 C31 126.00