

RECORD AND RETURN TO:

Lombardi, Walsh, Wakeman,
Harrison, Amodeo & Davenport, P.C.
III Winners Circle
Albany, New York 12205
Attention: Robert G. Wakeman, Esq.

AHF - COLUMBIA CREST, LLC

and

CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY

to

CITIZENS BANK, N.A.

ASSIGNMENT OF LEASES AND RENTS

Dated as of April 1, 2007

Columbia Crest Project
427 Columbia Street, City of Cohoes,
County of Albany, State of New York

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), made as of April 1, 2007, by **AHF - COLUMBIA CREST, LLC**, a New York limited liability company having an office at 317 Brick Church Road, Troy, New York 12180, (the "Company"), the **CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation and an industrial development agency of the State of New York, duly organized and existing under the laws of the State of New York with its principal office at 130 Remsen Street, Cohoes, New York 12047 (the "Issuer"), and **CITIZENS BANK, N.A.**, a national banking association having an address at 833 Broadway, Albany, New York 12207 (the "Assignee").

WITNESSETH:

WHEREAS, on or about September 1, 2003, the Company requested the Issuer's assistance in providing funds to finance the acquisition, renovation and equipping of a 99,450 square foot senior independent rental apartment project containing 90 units and related common areas, inclusive of the additional interests therein set forth below (the "Facility") located on approximately 6.5 acres of land at 427 Columbia Street, Cohoes, New York as more fully described in Schedule "A" (the "Land") and to acquire and install in the Facility certain furniture, machinery and equipment as described herein (the "Equipment"); the Land, the Facility and the Equipment are collectively referred to as the "Project Facility"; and to pay the expenses anticipated to be incurred in connection with the issuance of certain Bonds to be issued by the Issuer as described below, together with certain related costs and amounts; and

WHEREAS, on or about September 1, 2003, American Housing Foundation, Inc. (the "Fee Owner") (as owner of the Land) and the Company entered into a certain lease (the "Project Lease Agreement"), whereby the Land is leased by the Fee Owner to the Company, and

WHEREAS, the Issuer has issued its City of Cohoes Industrial Development Agency Variable Rate Civic Facility Revenue Bonds (Columbia Crest Senior Housing Project) Series 2003 (the "Series 2003 Bonds" or the "Bonds") pursuant to Article 18-A of the General Municipal Law of New York State in an aggregate principal amount not to exceed \$5,560,000.00; and

WHEREAS, pursuant to a Ground Lease dated as of September 1, 2003 between the Company and the Issuer (the "Ground Lease"), the Company has leased the Project to the Issuer and such Ground Lease or a memorandum thereof has been duly recorded in the Office of the County Clerk of Albany County, New York and to which Ground Lease reference may be made by any interested person for the terms, conditions and obligations of the parties thereto; and

WHEREAS, the Issuer and the Company have entered into an Sublease Agreement (the "Sublease Agreement"), pursuant to which the Issuer subleased the Project Facility to the Company in consideration of the payment of rentals by the Company to the Issuer sufficient to provide for the payment of the principal of, Redemption Price, if any, and interest on the Bonds as the same become due and such Sublease Agreement or a memorandum thereof has been duly

recorded in the Office of the County Clerk of Albany County, New York and to which Sublease Agreement reference may be made by any interested person for the terms, conditions and obligations of the parties thereto; and

WHEREAS, to enhance the marketability of the Bonds and to facilitate payment thereof, the Company had applied to KeyBank, N.A., for the issuance of a letter of credit (the "Original Letter of Credit") in favor of the Bank of New York, as trustee (the "Trustee") in an amount not to exceed \$5,623,979.00; and

WHEREAS, pursuant to the provisions of Section 13.2 of the Trust Indenture dated as of September 1, 2003 between the Issuer and the Trustee with respect to the Bonds (the "Trust Indenture"), and in order to enhance the marketability of the Bonds and to facilitate payment thereof, the Company has applied to the Assignee for the issuance of a substitute letter of credit in an amount not to exceed \$5,548,116.00 (the "Substitute Letter of Credit" or the "Letter of Credit") in favor of the Trustee to replace the Original Letter of Credit; and

WHEREAS, in connection with the Letter of Credit, the parties have entered into a Reimbursement Agreement (the "Reimbursement Agreement") between the Company and the Assignee with all amounts and indebtedness due, or to become due, to the Assignee thereunder; to be paid with interest as referenced in the Reimbursement Agreement; and

WHEREAS, the amounts, indebtedness, interest and all other sums which may or shall become due pursuant to the Reimbursement Agreement and hereunder, together, without limitation, with all other agreements between the Company and the Assignee which give rise to Hedging Obligations (as defined in Section 21 hereof); as such amounts, indebtedness, interest and other sums may at anytime be due to the Assignee under the terms of any obligations, notes, modifications, amendments, guarantees or loan agreements, dated today or otherwise, including future advances (will be collectively referred to as the "Debt"); and

WHEREAS, the Reimbursement Agreement is further documented and secured by the "Credit Documents" as defined therein, and the Interest Rate Protection Product (as defined therein) and Hedging Obligations are further documented by the Interest Rate Protection Agreement; and

WHEREAS, the Company, together with the Issuer, wishes to secure the Debt with the first mortgage on the Project Facility;

NOW, THEREFORE, FOR VALUE RECEIVED, the Company does hereby absolutely and unconditionally SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee, all leases and tenancies of all or any portion of the Project Facility.

TOGETHER with any and all extensions and renewals of such leases, and any and all other and further leases, licenses, concession contracts and other agreements granting a right or privilege of use or occupancy, whether written or oral (including subleases and tenancies following attornment) of all or any part of the Project Facility (collectively, the "Leases");

TOGETHER with any and all guarantees of performance by any of the lessees under any of the Leases;

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Company may now or hereafter (including during the period of redemption, if any) become entitled or may demand or claim (all such moneys, rights and claims described in this paragraph are hereafter collectively called "Rents"), arising or issuing from or out of the Leases or from or out of the Project Facility or any part thereof, including, without limitation: minimum rents, additional rents, percentage rents, parking, maintenance, operation, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, royalties, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any of the Leases, and, except as may be otherwise provided for in the Credit Documents, all proceeds payable under any policy of insurance for loss of rents, together with any and all rights and claims of any kind which Company may have against any lessee under such Leases or any subtenants or occupants of the Project Facility, it being the intention of Company and Assignee that this Assignment be treated and construed as an absolute assignment and not an assignment for additional security only, excluding in all instance with respect to the Issuer, the Unassigned Rights; (as defined in the Trust Indenture); and

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

FOR THE PURPOSE OF SECURING the payment of the Debt of the Company or in favor of Assignee, as the same may be amended, extended, supplemented, modified and/or renewed, and all replacements and substitutions therefor, as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Credit Documents.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. Company's Warranties. The Company represents and warrants that (a) Company holds a leasehold interest under project lease with American Housing Foundation, Inc. ("Fee Owner") of the Project Facility and Company has certain rights pursuant to the Project Lease and the Sublease Agreement, and has good title to the Leases and Rents hereby assigned and good right to assign the same, and that no other person or entity has any right, title or interest therein; (b) the Company has performed all of the terms, covenants, conditions and warranties of the Leases on Company's part to be kept, observed and performed; (c) the Leases are valid and unmodified except as indicated herein and in full force and effect; (d) except for any assignments, transfers, mortgages or pledges being terminated today, the Company has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due; (e) none of the Rents due for any period subsequent to the month in which this

Assignment is made have been collected by Company, and that payment of any of such Rents has not otherwise been anticipated, waived, released, discounted, setoff, or otherwise discharged or compromised by Company, nor does Company have knowledge thereof; (f) Company has not received any funds or deposits from any lessee, other than security deposits pursuant to the terms of the applicable Leases, for which credit has not already been made on account of accrued Rents; and (g) to the knowledge of Company, neither Company nor any of the lessee(s) under the Leases is in default of any of the terms thereof.

2. Covenants of Company. The Company covenants and agrees as follows: (a) to observe, perform and discharge, duly and punctually, all obligations, terms, covenants, conditions and warranties of the Credit Documents, on their individual part to be performed, and of the Leases, on the part of the Company to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of the Company to observe, perform and discharge the same; (b) to notify and direct in writing each and every present or future lessee or occupant of the Project Facility or any part thereof that any security or other deposit heretofore delivered to the Company has been retained by the Company or assigned and delivered to Assignee as the case may be; (c) enforce or secure in the name of Assignee the performance of each and every obligation, term, covenant, condition and agreement in the Leases to be performed by any lessee; (d) to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Company and any lessee thereunder, and, upon request by Assignee, will do so in the name and on behalf of the Assignee but at the expense of the Company, and to pay all costs and expenses of the Assignee, including reasonable attorney's fees to the fullest extent not prohibited by applicable law, in any action or proceeding in which the Assignee may appear.

3. Negative Covenants of Company. That Company further covenants and agrees as follows: (a) not to receive or collect any Rents from any present lessee of the Project Facility or any part thereof in advance of the rent requirement set forth in such lessee's Lease, or from any future lessee more than one (1) month in advance of the due date thereof (whether in cash or by bond); (b) not to waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee thereunder, of and from any obligations, covenants, conditions and agreements by the lessee to be kept, observed and performed, including the obligation to pay the Rents thereunder, in the manner and at the place and time specified therein; (c) not to cancel, terminate or consent to any surrender of any of the Leases (other than in the ordinary course of business), nor materially (in Assignee's reasonable determination) modify or alter the terms thereof to the detriment of the Assignee; (d) not to consent, without the prior written consent of Assignee, to any subletting of the Project Facility or any part thereof, or to any assignment of any of the Leases by any lessee thereunder, unless the lessee has the right under the terms of the Lease (i) to assign or sublet to specified assignees or sublessees, in which event Company must provide Assignee with written notice of any such assignment or subletting, or (ii) generally assign or sublet to unspecified assignees or sublessees with the prior consent of Company, as Landlord, not to be unreasonably withheld, in which event the consent of Assignee required under this clause (d) will not be unreasonably withheld; (e) not to enter into any renewal or extension of any of the Leases, other than upon exercise of an express option therefor contained in such Lease, nor into any new Lease (other than to residents in the ordinary course of business

on forms approved by the Assignee) without the prior written consent of the Assignee. Any of the above acts done without the prior written consent of the Assignee will be null and void at the option of Assignee.

4. Cross-Default. In the event any representation or warranty herein of Company is found to be untrue in any respect, or Company defaults in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same is a default under this Assignment and under each of the other Credit Documents. In the event Company defaults in the observance or performance of any obligation, term, covenant, condition or warranty in any of the other Credit Documents, then, in each such instance, the same is deemed to be a default hereunder. Upon any default hereunder or under any of the Credit Documents, Assignee is entitled to declare all sums evidenced and/or secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided under this Assignment, any of the other Credit Documents, or by law or at equity.

Any collateral securing any Debt owed to the Assignee, now existing or hereafter arising, will be cross-collateral security for all Debt owed to the Assignee.

5. License to Receive Rents. (a) the Company has and hereby does authorize Assignee or its representatives to collect the Rents and hereby directs each tenant of the Property and lessee under the Leases to pay all Rent to Company or its representatives; provided, however, so long as there exists no default or Event of Default by Company herein or in any of the other Credit Documents or the Leases, the Company has the right, but limited as provided in this Assignment and in any of the other Credit Documents: (i) to collect upon, but not prior to one (1) month in advance of the due date thereof, all of the Rents as trustee for the benefit of Assignee, and the Company will receive and first apply the Rents, subject to any obligation to escrow same with Assignee, to the payment of taxes and assessments upon the Project Facility before penalty or interest are due thereon, to the cost of any insurance, maintenance and repairs as may be required by the terms of the Mortgage (as defined in the Reimbursement Agreement), to satisfy all of the Company's obligations under the Leases, and pay interest and principal and other charges becoming due, as and when due and payable, under the Credit Documents; and (ii) to otherwise deal with, and enjoy the rights of the lessor under, the Leases. Assignee will not at any time (regardless of any exercise by Assignee, or right of Assignee to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignee as landlord under any Lease, and the Company hereby agrees to indemnify and hold Assignee and its representatives harmless of and from any and all liability, loss or damage which the Company or its representatives may or might incur under or by reason of (i) any Lease, (ii) this Assignment, (iii) the Mortgage or any of the other Credit Documents, (iv) any action taken by Assignee or its representatives hereunder, the Mortgage or any of the other Credit Documents, unless constituting willful misconduct or gross negligence, or (iv) claims and demands which may be asserted against Assignee or its representatives by reason of any alleged obligations or undertakings on its part or their part to perform or discharge any of the terms, covenants or agreements contained in any Lease. This Assignment will not operate to place upon Assignee any responsibility for the management, operation or maintenance of the Project Facility, and the execution of this Assignment by

Company will constitute conclusive evidence that all responsibility for the management, operation and maintenance of the Project Facility is and will remain that of the Company, in the absence of the taking of actual possession of the Project Facility by Assignee pursuant to the provisions of the Mortgage. The provisions of the foregoing indemnification obligation will survive the assignment or repayment of the Debt, the assignment, satisfaction, foreclosure or other termination of the Mortgage or this Assignment and the sale or other transfer or conveyance of the Project Facility.

(b) Assignee may immediately take possession of all Rents, whether past due, then due or to become due, by delivering a notice to the Company stating that a default or any "Event of Default", by the Company exists in the payments due under, or in the performance of any of the terms, covenants or conditions of the Credit Documents, and without the necessity of Assignee entering upon and taking possession of the Project Facility in person, by agent or by a court-appointed receiver, instituting legal proceedings of any kind or taking any other affirmative action of any kind, and the license referred to in Subsection 5(a) above will thereupon be revoked and Company will thereafter hold all such Rents as trustee for the exclusive benefit of Assignee. After the delivery of such notice by Assignee, the Company hereby authorizes and directs any lessee under any of the Leases and any successor to all or any part of the interests of any such lessee to pay to Assignee the Rents due and to become due under the Leases and each tenant is so authorized to make such payments. A demand on any lessee made by Assignee for such payment of Rents will be sufficient warrant to the lessee to make future payments of Rents to Assignee without the necessity for further consent by the Company. The Company agrees that (i) each lessee under any of the Leases will have the right to rely upon any such request by Assignee, (ii) each lessee must pay such Rents to Assignee without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of the Company to the contrary, and (iii) the Company will have no right to claim against any lessee for any Rents so paid by the lessee to Assignee. Nothing contained herein will be construed as constituting Assignee to be a "Assignee in possession" in the absence of Assignee taking actual possession of the Project Facility pursuant to the provisions of the Mortgage. As between Assignee, Company and any person claiming through or under the Company, this Assignment is intended to be absolute, unconditional and presently effective, and the provisions of this Subsection 5(b) regarding written demand for the Rents by Assignee to the lessees are intended solely for the benefit of such lessees and will never inure to the benefit of the Company or any person claiming through or under the Company, other than a tenant who has not received such written demand.

6. Rights Upon Transfer. (a) Subject to the restrictions on the sale and conveyance of the Project Facility set forth in the Credit Documents, upon the sale or conveyance by Company, or its successors and assigns, of title to the Project Facility, all right, title, interest and powers granted to Company will, unless amended or revoked as provided in the Credit Documents, automatically pass to and may be exercised by each such subsequent owner. At any time after a default or any "Event of Default" under this Assignment or under any of the Credit Documents or under any of the Leases, Assignee, at its option, will have the right, power and authority to exercise and enforce any or all of the following rights and remedies: (i) to terminate the license granted above to the Company to collect the Rents, and thereafter, without taking or being

deemed to have taken possession, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees to the fullest extent not prohibited by applicable law, to apply the net proceeds thereof, together with any funds of Company deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine; (ii) to declare all sums secured hereby immediately due and payable and, at its option, exercise any and all of the rights and remedies contained in any of the Credit Documents; and (iii) without regard to the adequacy of the security, to the fullest extent not prohibited by applicable law, through any person or agent, then or thereafter (A) to enter upon, take possession of, manage and operate the Project Facility or any part thereof; (B) make, modify or enforce any of the Leases; (C) remove and evict any lessee; (D) increase or decrease Rents; (E) decorate, clean and repair the Project Facility; and (F) otherwise do any act or incur any costs or expenses as Assignee deems proper to protect the security hereof, as fully and to the same extent as Company could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Project Facility, but in such order as Assignee deems proper, and including the payment of management, brokerage and reasonable attorneys' fees to the fullest extent not prohibited by applicable law, payment of the indebtedness under the Credit Documents and maintenance, without interest, of a reserve for replacement.

(b) The acceptance by Assignee of this Assignment, and the exercise of any or all of the rights, powers, privileges and authority herein created, will not, prior to entry upon and taking of possession of the Project Facility by Assignee, be deemed or construed to constitute Assignee an Assignee in possession, or thereafter or at any time or in any event obligate Assignee (i) to appear in or defend any action or proceeding relating to any of the Leases or the Project Facility, (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any of the Leases or (iv) to assume any obligation or responsibility for any security or other deposits delivered to the Company by any of the lessee(s) thereunder and not assigned and delivered to Assignee. Assignee will not be liable in any way for any injury or damage to person or property sustained by any person or entity in or about the Project Facility.

(c) Collection and application of the Rents by the Company, or its agent, as set forth above, and/or the entry upon and taking possession of the Project Facility, will not cure or waive any default, or waive, modify or affect any notice of default, under the Credit Documents or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, will continue for so long as Assignee shall elect during the pendency of the default. If Assignee thereafter elects to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

7. Assignee's Collection Authority. Upon a default, following any applicable notice and expiration of any applicable grace period, or any "Event of Default", by Company hereunder or under any of the other Credit Documents, the Company hereby constitutes and irrevocably appoints Assignee, its successors and assigns, the true and lawful attorney-in-fact, coupled with

an interest, of Company, and authorizes Assignee in the name, place and stead of the Company, in the exercise of the powers provided and set forth in Subsection 5(b) and the remedies provided for in clause (i) of subparagraph 6(a) above, but subject to and not in limitation of the provisions of Subsection 5(b) hereof or the absolute assignment of the Rents made hereby, to demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise, by any lessee under any of the Leases, of a privilege of cancellation provided in any of the Leases, and to give proper receipts, releases and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Assignee, of the indebtedness evidenced or secured by the Credit Documents, notwithstanding that the amount owing thereunder may not then be due and payable or that the indebtedness is otherwise adequately secured. The Company hereby authorizes and directs any such lessee to deliver such payment to Assignee in accordance with the foregoing, and hereby ratifies and confirms all actions whatsoever that its attorney, the Assignee, does or causes to be done by virtue of the powers granted hereby. The foregoing appointment is continuing, and such rights, powers and privileges are exclusive in Assignee, its successors and assigns, so long as any part of the indebtedness secured hereby remains unpaid.

8. Assignee's Subordination Authority. Company hereby constitutes and irrevocably appoints Assignee, its successors and assigns, the true and lawful attorney-in-fact, coupled with an interest, of Company and in the name, place and stead of Company, at any time and from time to time, to subject and subordinate any of the Leases to the Mortgage, or to request or require such subordination of the lessee as the case may be, to the extent Company would have the right, power or authority so to do. This appointment is to be continuing and these rights, powers and privileges are exclusive in Assignee, its successors and assigns, so long as the indebtedness secured hereby remains unpaid. Company hereby warrants that Company has not, at any time prior to the date hereof, exercised any such right, and covenants not to exercise any such right, to so subordinate any of such Leases to any other mortgage or lien except only those which exist under this Assignment or any of the other Credit Documents.

9. Indemnification. The Company hereby indemnifies Assignee and agrees to defend and hold Assignee harmless from and against any and all liability, loss, damage or expense which Assignee or the Issuer may incur under or by reason of this Assignment, or for any action taken by the Assignee as contemplated herein, (other than Assignee's negligence or willful misconduct) or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of any of the Leases, including, without limitation, any claim by any lessee of credit for rental paid to and received by the Company but not delivered to Assignee for any period under any of the Leases more than one (1) month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees to the fullest extent not prohibited by applicable law), with interest thereon at the Default Rate (as defined in the Credit Documents), is payable by the Company immediately without demand, and is secured hereby and by the other Credit Documents.

10. Lease Copies and Further Assurances. Until the indebtedness secured by the Credit Documents is paid in full, the Company will deliver to the Assignee photocopies certified by Company as true, correct and complete, of executed originals of (a) any and all existing Leases,

and (b) all other and future Leases upon all or any part of the Project Facility. Upon request of the Company, Company will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained. The Company hereby covenants and agrees to make, execute and deliver to Assignee, upon reasonable notice and demand, any and all further assignments and other instruments as Assignee may reasonably determine for carrying out the purposes and intent of this Assignment.

11. Non-Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, will not be construed or deemed to be a waiver of any such right, an amendment to any of the Credit Documents, or an estoppel against Assignee in any respect, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto will be deemed a waiver by Assignee of any of its rights and remedies under the Credit Documents or under the laws of the State of New York. The right of the Assignee to collect the indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

12. Non-Merger. So long as any of the indebtedness evidenced or secured by the Credit Documents remains unpaid, unless the Assignee shall otherwise consent in writing, the fee title and the leasehold estate(s) on the Project Facility will not merge, but will always be kept separate and distinct, notwithstanding the union of both such estates in the Company, any lessee or a third party by purchase or otherwise.

13. Defeasance. Upon payment in full of the unpaid balance of the principal, interest, advances and other charges evidenced or secured by the Credit Documents, this Assignment will become void and of no effect, and all the Leases will be immediately and automatically revested, reconveyed and released to Company. Upon demand from Company in such event, Assignee, its successors or assigns, will mark this Assignment as void and paid in full, satisfied and discharged and return this Assignment to the Company; provided, however, that an affidavit, certificate, letter or statement of Assignee showing any part of the indebtedness remaining unpaid is and constitutes conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person or entity may and is hereby authorized to rely thereon.

14. Notices. Any notice required hereunder must be in writing, and must be given in accordance with the requirements of, and to the addresses, as set forth in Paragraph 12 of the Mortgage.

15. Binding Effect. The terms, covenants, conditions and warranties contained herein and the powers granted hereby run with the land, inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, subtenants, assigns, and all subsequent owners of the Project Facility, subject however to the terms of Paragraph 6 above, and all subsequent holders of the Credit Documents.

16. Miscellaneous. The captions and headings in this instrument are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of

this instrument or the intent of any provision thereof. Whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural and conversely in each case.

17. Execution in Counterparts. This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

18. No Recourse to Issuer; Special Obligation. Notwithstanding any provision of this Assignment to the contrary:

(A) All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Assignment and the Credit Documents shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any member, director, officer, agent, servant or employee of the Issuer in his individual capacity, and no recourse under or upon any obligation, covenant or agreement in the Credit Documents contained or otherwise based upon or in respect of the Credit Documents, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, director, officer, agent, servant or employee, as such, of the Issuer or of any successor public benefit corporation or political subdivision or any person executing any of the Credit Documents on behalf of the Issuer, either directly or through the Issuer or any successor public benefit corporation or political subdivision or any person so executing any of the Credit Documents on behalf of the Issuer, it being expressly understood that the Credit Documents are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, director, officer, agent, servant or employee of the Issuer or of any successor public benefit corporation or political subdivision or any person so executing any of the Credit Documents on behalf of the Issuer because of the creation of the indebtedness thereby authorized, or under or by reason of the obligations, covenants or agreements contained in the Credit Documents or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, director, officer, agent, servant or employee because of the creation of the indebtedness authorized by the Credit Documents, or under or by reason of the obligations, covenants or agreements contained in the Credit Documents or implied therefrom, are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the Credit Documents.

(B) The obligations and agreements of the Issuer contained herein and the other Credit Documents, shall not constitute or give rise to an obligation of the State of New York or the City of Cohoes, New York, and neither the State of New York nor the City of Cohoes, New York shall be liable thereon, and further such obligations and agreements shall not constitute or give rise to a general obligation of the Issuer, but rather shall constitute limited obligations of the Issuer payable solely from the revenues of the Issuer derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Issuer with respect to the Unassigned Rights).

(C) Notwithstanding any provision of this Assignment to the contrary, no order or decree of specific performance with respect to any of the obligations of the Issuer hereunder shall be sought or enforced against the Issuer unless (1) the party seeking such order or decree shall first have requested the Issuer in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Issuer shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten (10) day period) or failed to respond within such notice period, (2) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it will incur fees and expenses (including without limitation, reasonable attorneys' fees and expenses), the party seeking such order or decree shall have placed in an account with the Issuer an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Issuer refuses to comply with such request and the Issuer's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify and hold harmless the Issuer and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Issuer, furnish to the Issuer satisfactory security to protect the Issuer and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

19. Reserved.

20. HTF Documents. This Assignment is a first Assignment of Leases and Rents prior in interest to a subordinated Assignment and a Mortgage held by the New York State Housing Trust Fund Corporation (the "Housing Trust Fund"), dated as of October 2, 2003 and recorded in the Albany County Clerk's Office on December 3, 2003 in Book 4571 of Mortgages at Page 442, and a certain Regulatory Agreement among the Housing Trust Fund, American Housing Foundation, Inc., United States Trust Company of New York, the City of Cohoes Industrial Development Agency, and the Company dated as of October 2, 2003 and recorded in the Albany County Clerk's Office on December 3, 2003 in Book 4571 of Deeds at Page 618 (collectively, the "HTF Documents"). The HTF Documents shall be subordinate to any modification, extension or renewal of this first assignment, provided that all payments of principal and interest regularly due under the Assignment have been made to the date of extension or renewal.

THE COMPANY AND THE ISSUER HEREBY, AND ASSIGNEE BY ITS ACCEPTANCE HEREOF, EACH WAIVE THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS ASSIGNMENT OR ANY OF THE OTHER CREDIT DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY A JUDGE SITTING WITHOUT A JURY; FURTHER THE COMPANY AND THE ISSUER HEREBY EACH CONSENT AND SUBJECT ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF NEW YORK AND, WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE PROJECT FACILITY IS LOCATED.

21. Hedging Obligations. Notwithstanding any provision of this Agreement or any other Credit Documents to the contrary, and to supplement those provisions, the obligations secured hereunder include, but are not limited to, "Hedging Obligations", as herein defined. "Hedging Obligations" mean all liabilities of the Company to the Assignee under Hedging Contracts. "Hedging Contracts" means interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, or any other agreements or arrangements entered into between the Company and the Assignee and designed to protect the Company against fluctuation or interest rates or currency exchange rates.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Company as of the date first above written.

COMPANY:

AHF - COLUMBIA CREST, LLC

By: American Housing Foundation, Inc.,
Sole Member and Manager

By: GARRY J. KEARNS
Name: Garry J. Kearns
Title: Executive Director

ISSUER:

**CITY OF COHOES INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: John T. McDonald, III
Title: Chairman

IN WITNESS WHEREOF, this Assignment has been duly executed by the Company as of the date first above written.

COMPANY:

AHF - COLUMBIA CREST, LLC

By: American Housing Foundation, Inc.,
Sole Member and Manager

By: _____
Name: Garry J. Kearns
Title: Executive Director

ISSUER:

**CITY OF COHOES INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Chairman

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 13th day of April, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared **Garry J. Kearns**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ROBERT G. WAKEMAN
Notary Public, State of New York
No. 4707138
Qualified in Albany County
Commission Expires Feb. 28, 2010

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 13th day of April, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared **John T. McDonald, III**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

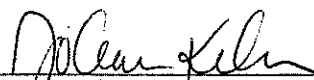
STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the _____ day of April, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared **Garry J. Kearns**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 13th day of April, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John T. McDonald, III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

F:\WP\MRUBINO\CITIZENS BANK\COLUMBIA CREST\ASSIGNMENT OF LEASES AND RENTS V.23

JO-ANN KILMER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01KI 052388
QUALIFIED IN SARATOGA COUNTY
COMMISSION EXPIRES NOV. 20, 2007

Schedule "A"

All those pieces or parcels of land situate, lying and being located in the City of Cohoes, County of Albany and State of New York, being more particularly bounded and described as follows:

Parcel No. 1

Beginning at a point in the northerly line of Columbia Street distant 753.27' easterly measured along the northerly line of Columbia Street and its westerly extension from its intersection with the southerly extension and prolongation of the easterly line of Baker Avenue; running thence northerly North 09° -00' -00" West, 510.64' to a point; thence continuing northerly along the same course and along the easterly line of lands now or formerly of William G. Gipp as described in Liber 2082 of deeds, page 3, North 09° -00' -00" West, 291.78' to a point; thence easterly and southerly along the lands now or formerly of Cohoes Memorial Hospital as described in Liber 1644 of deeds, page 193, the following four courses and distances:

South 61° -18' -58" East, 167.55' to a point; thence

South 56° -58' -58" East, 241.50' to a point; thence

South 44° -00' -58" East, 231.81' to a point; thence

South 04° -16' -02" West, 361.34' to a point in the northerly line of Columbia Street; thence westerly along the northerly line of Columbia Street South 81° -30' -21" West, 362.13' to the point or place of beginning and containing 5.88 Acres, more or less.

All those pieces or parcels of land situate, lying and being located in the City of Cohoes, County of Albany and State of New York, being more particularly bounded and described as follows:

Parcel No. 2

Beginning at a point in the northerly line of Columbia Street distant 753.27' easterly measured along the northerly line of Columbia Street and its westerly extension from its intersection with the southerly extension and prolongation of the easterly line of Baker Avenue; running thence northerly North 09° -00' -00" West, 510.64' to a point; thence westerly along the southerly line of lands now or formerly of William G. Gipp as described in Liber 2082 of deeds, page 3, South 81° -00' -00" West, 50.00' to a point; thence southerly along the easterly line of lands now or formerly of William G. Gipp as described in Judgment Index No. 11240-86, South 09° -00' -00" East, 510.20' to a point in the northerly line of Columbia Street; thence easterly along the northerly line of Columbia Street, North 81° -30' -21" East, 50.00' to the point or place of beginning and containing 0.58 acres, more or less.

Said two parcels when taken together being bounded and described as follows:

All that piece or parcel of land situate, lying and being located in the City of Cohoes, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Columbia Street at its intersection with the easterly line of lands of William G. Gipp, said point of beginning being distant 703.27' easterly measured along the northerly line of Columbia Street and its westerly extension from its intersection with the southerly extension and prolongation of the easterly line of Baker Avenue; running thence along the easterly line of lands of William G. Gipp as follows: northerly North 09° -00' -00" West, 510.20' to a point; thence westerly along the southerly line of lands now or formerly of William G. Gipp as described in Liber 2082 of deeds, page 3, North 81° -00' -00" East, 50.00' to a point; thence northerly along the easterly line of lands now or formerly of William G. Gipp as described in Liber 2082 of deeds, page 3, North 09° -00' -00" West, 291.78' to a point; thence easterly and southerly along the lands now or formerly of Cohoes Memorial Hospital as described in Liber 1644 of deeds, page 193, the following four courses and distances:

South 61° -18' -58" East, 167.55' to a point; thence

South 56° -58' -58" East, 241.50' to a point; thence

South 44° -00' -58" East, 231.81' to a point; thence

South 04° -16' -02" West, 361.34' to a point in the northerly line of Columbia Street; thence westerly along the northerly line of Columbia Street South 81° -30' -21" West, 412.13' to the point or place of beginning and containing 6.46 Acres, more or less.