***Note to drafter: form for use with loans with STI Institutional & Government Inc. as lender, and Truist Bank as Hedge counterparty***

**COLLATERAL ASSIGNMENT OF HEDGE**

This **COLLATERAL ASSIGNMENT OF HEDGE** (this “**Assignment**”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “**Effective Date**”), is made by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_\_\_\_\_, with an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”), in favor of **STI Institutional & Government Inc**.,a Delaware general business corporation, with an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (with its successors and assigns, “**Lender**”). Capitalized terms used but not defined in this Assignment shall have the same meanings as in the Loan Agreement dated as of the Effective Date (as amended from time to time, the “**Loan Agreement**”), between Borrower, as borrower, and Lender, as Lender for the benefit of the Lender, and if not defined in the Loan Agreement shall have the definitions in the Hedge (as defined below).

1. *Collateral Assignment.* To further secure the Obligations under the Loan Agreement, Borrower assigns, pledges and transfers to Lender, and grants to Lender a security interest in, all of Borrower’s right, title and interest, whether now owned or later acquired, now existing or later arising, in, to, and under the following (collectively, as amended from time to time in compliance with this Assignment, the “**Hedge**”):

 (i) *Hedge Transaction(s).* The ISDA Master Agreement dated as of \_\_\_\_\_\_, 20\_\_, between Borrower and Truist Bank (“**Swap Provider**”) (the “**Master Agreement**” and, including all Confirmations and any schedules thereto, the “**Hedge Documents**”);

(ii) *Confirmations.* All confirmations by Swap Provider under the Master Agreement (the “**Confirmations**”), including without limitation the interest rate [swap/cap] entered into to hedge the Borrower’s exposure to fluctuations in interest rates in connection with the Loan Agreement;

(iii) *Security.* Any and all collateral (if any) supporting Swap Provider’s obligations under any of the preceding Hedge Documents;

(iv) *Rights and Remedies.* All rights and remedies under any of the preceding Hedge Documents, including any right to declare an Early Termination Date;

(v) *Hedge Payments.* All payments that any of the preceding Hedge Documents require or permit Swap Provider to make, when and as such documents contemplate, whether upon termination or default (including default, cross-default, or early termination, a “**Termination Hedge Payment**”), or otherwise, but in all cases subject to and in accordance with the terms of such documents (the “**Hedge Payments**”); and

(vi) *Proceeds*. All proceeds of any of the foregoing, as defined in the Uniform Commercial Code (the “**UCC**”), and all rights of Borrower to receive or otherwise relating to any of the foregoing.

2. *Continuing Liability under Hedge.* This Assignment does not limit Borrower’s obligations or liability, or impose any obligation or liability on Lender, under the Hedge. Lender shall have no duty to enforce the Hedge or collect any Hedge Payment. Except where this Assignment expressly limits or modifies any terms of the Hedge, this Assignment is subject to all such terms.

3. *Impairment.* Without Lender’s prior written consent, which Lender may withhold in its absolute discretion:

(i) *Transfer.* Borrower shall not assign, convey, encumber or grant a security interest or option relating to, hypothecate, mortgage, pledge, sell, or otherwise dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration) (“**Transfer**”) any of its rights, title, interest or obligations under any Hedge Documents except pursuant to this Agreement. Swap Provider shall not acknowledge, honor, or recognize any such Transfer. To the extent the Hedge Documents require Borrower’s consent to any Transfer by Swap Provider, such Transfer shall also require Lender’s consent.

(ii) *Amendment.* Neither Borrower nor Swap Provider shall amend, cancel, modify, or terminate (or give any Termination Notice under) the Hedge Documents, or waive any of its terms.

4. *Status and Consent.* Swap Provider represents and warrants to Lender that: (a) Swap Provider has duly authorized, executed, and delivered, and been fully paid for, the Hedge; (b) the Hedge Documents are in full force and effect as against Swap Provider; (c) Swap Provider and Borrower have entered into no agreements with respect to the Hedge Documents except as the Hedge states; (d) to Swap Provider’s knowledge, no party is in default under the Hedge Documents; and (e) Swap Provider has received notice of (and consents to) this Assignment and has received no notice of any other presently effective Transfer of the Hedge.

5. *Lender’s Security.*

(i) *Loan Event of Default.* If an Event of Default exists under the Loan Agreement (or if Borrower fails to perform any obligation to Lender under this Assignment and does not cure such failure within five business days) (an “**Event of Default**”), or if any Termination Event occurs for Swap Provider, then Lender may (but need not) notify Swap Provider in writing that an Early Termination Date shall occur under the Hedge Documents (a “**Termination Notice**”). Any Termination Notice shall be fully effective without Borrower’s consent, confirmation, or signature.

(ii) *Intended Beneficiary.* Lender is an intended beneficiary of the Hedge. Whenever any Event of Default exists, Lender may exercise any right, and give any notice, under the Hedge, with no need for Borrower’s consent, confirmation, or signature. Swap Provider shall perform accordingly under the Hedge.

 6. *Exercise of Remedies.* Swap Provider consents to any direct or indirect Transfer of the Hedge (a “**Lender Transfer**”) that: (a) results from (or in lieu of) Lender’s exercise of any rights and remedies of Lender, whether under the Loan Agreement or other loan documents, at law or in equity (“**Lender’s Remedies**”); or (b) is made by any transferee resulting from “(a)” or by any of its direct or indirect successors or assigns.

7. *Swap Provider Protection*. Swap Provider may conclusively rely, without investigation, on any notice or demand from Lender about the Hedge or any Hedge Payment, Event of Default, or related matter (“**Lender Direction**”). Borrower irrevocably instructs Swap Provider to disregard and ignore any instruction from Borrower inconsistent with any Lender Direction and rely and accept Lender Direction. Borrower shall hold harmless and indemnify Swap Provider from and against any and all claims, damages, expenses, judgments, liabilities, losses, and penalties (including reasonable attorneys’ fees and disbursements) that Swap Provider incurs because Borrower or any other Person asserts any claim against Swap Provider that arises from or relates to any act or omission of Swap Provider in reliance on any Lender Direction (unless caused by Swap Provider’s gross negligence or willful misconduct). To the extent that Swap Provider pays any Hedge Payment to Lender, it shall satisfy Swap Provider’s corresponding obligations to Borrower under the Hedge.

8. *Lender Protection.* Any person that acquires the Hedge through a Lender Transfer shall have no obligation and no liability under the Hedge, including any obligation to make any payment the Hedge requires of Borrower. Swap Provider shall at all times look solely to Borrower under the Hedge. Nothing in this paragraph limits Swap Provider’s: (a) obligations as Swap Provider; or (b) right to offset or net any payment, or exercise any other rights and remedies (including termination rights), as the Hedge allows.

9. *Termination.* This Collateral Assignment will end only when Lender signs a release of assignment. Lender will, upon Borrower’s request, sign a release at any time when Borrower has paid and performed all its obligations under the Loan Agreement, and Lender has no further obligations under the Loan Agreement

10. *Borrower-Lender Agreements.* As between Borrower and Lender only, without affecting Swap Provider, Borrower and Lender agree:

(i) *Assurances.* Borrower represents and warrants: (a) the Hedge and this Assignment are enforceable against Borrower and Swap Provider; (b) the copies of the Hedge attached to this Assignment (or otherwise provided to Lender) are true, correct, and complete; and (c) Borrower owns the Hedge free and clear of any claims of others, and has not Transferred its interest in the Hedge to anyone except Lender.

 (ii) *Collateral; Remedies.* The Hedge shall constitute collateral under the Loan Agreement and related loan documents. If any Event of Default exists, Lender may exercise all Lender’s Remedies, which are cumulative. Lender may exercise them partially or sequentially and in any order. If Lender liquidates or terminates the Hedge upon on Event of Default, Lender shall have no liability to Borrower for any resulting loss.

(iii) *Application of Hedge Payments.* If Lender receives any Hedge Payment, Lender shall apply it against the Obligations, in such order as Lender determines subject to the term of the Loan Agreement. Borrower shall remain responsible for the full and timely payment of all other Obligations.

(vii) *UCC Financing Statement; Further Assurances.* Borrower consents to Lender’s filing a UCC financing statement (and making any other filings) necessary or appropriate, in Lender’s judgment, to perfect Lender’s security interest in the Hedge. Borrower shall execute such certificates, deliveries, and documents as Lender reasonably requests from time to time to further effectuate the parties’ intentions. Borrower represents and warrants that its full legal name is as typed on the signature page(s) of this Assignment.

11. *Waiver of Jury Trial.* ALL PARTIES WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN ANY WAY IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS ASSIGNMENT, OR THE INTERPRETATION OR DETERMINATION THEREOF, OR THE ENFORCEMENT OF ANY LENDER’S REMEDIES, OR THE RELATIONSHIP OF THE PARTIES REGARDING THE LOAN, THE HEDGE, AND ALL RELATED MATTERS (A “**DISPUTE**”). ANY DISPUTE SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

12. *Miscellaneous.* The law that governs the Loan Agreement shall govern this Assignment and any Dispute. If Lender assigns the Loan, then Swap Provider shall upon request confirm to the assignee that such assignee has succeeded to Lender’s rights and obligations under this Assignment and such other matters as the assignee shall reasonably request. This Assignment may be executed in any number of counterparts. Each shall be an original. All constitute one instrument.

**IN WITNESS WHEREOF**, Borrower has executed this Assignment as of the Effective

Date.

BORROWER:

**NAME OF ENTITY**

[SIGNATURE BLOCK]

Attached:

Swap Provider Confirmation

**SWAP PROVIDER CONFIRMATION**

Swap Provider accepts, agrees to, and acknowledges the foregoing Assignment and all its terms.

**SWAP PROVIDER**

TRUIST BANK

By:

Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_