

**GENERAL ASSIGNMENT OF CFD DOCUMENTS**  
**(StoneRidge Community Facilities District)**

THIS GENERAL ASSIGNMENT OF CFD DOCUMENTS (the “**Assignment**”) is made effective as of the \_\_\_ day of August, 2011 (the “**Effective Date**”), by and between STONERIDGE-PRESCOTT VALLEY, L.L.C., an Arizona limited liability company (“**SPV**”), and SUNCOR DEVELOPMENT COMPANY, an Arizona corporation (“**SunCor**” and together with SPV, “**Assignor**”), in favor of STONERIDGE PARTNERS, LLC, an Arizona limited liability company (“**Assignee**”).

**RECITALS**

A. Assignor and Assignee are among the parties to that certain Purchase and Sale Agreement dated July \_\_\_, 2011 (as amended from time to time, the “**Purchase Agreement**”), whereby Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the assets of Assignor related to the master-planned community known as StoneRidge, including but not limited to all of Assignor’s interest in the Development Agreements (as defined in the Purchase Agreement) related to StoneRidge.

B. Concurrent herewith, Assignor has assigned to Assignee all of its right, title and interest in and under the CFD Development Agreement, the Standby Contribution Agreement, the Payment Agreement, the Indenture Agreement and the Depository Agreement.

C. In furtherance of the commitments set forth in the Purchase Agreement, Assignor desires to assign, transfer and convey to Assignee all of Assignor’s right, title and interest under and in any and all other agreements, affidavits, instruments, undertakings and other documents relating in any way to the CFD to which Assignor may be a party (the “**Miscellaneous CFD Documents**”) upon the terms and conditions set forth herein.

**FOR VALUABLE CONSIDERATION**, it is agreed as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor’s right, title, and interest in and to the Miscellaneous CFD Documents.

3. Representations and Warranties. All of the representations, warranties and covenants of Assignor contained in the Purchase Agreement relating to or concerning the CFD Documents are incorporated herein by this reference, subject to any limitations period applicable thereto.

4. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

5. Choice of Law. This Assignment shall be construed in accordance with the laws of the State of Arizona, without giving effect to choice of law principles.

6. Attorneys' Fees. If either party to this Assignment initiates or defends any legal action or proceeding with the other party in any way connected with this Assignment, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and costs, expert witness fees and other litigation related expenses. Attorneys' fees and costs under this Section include attorneys' fees and costs on any appeal and in any bankruptcy or similar or related proceeding in federal or state courts. Any dispute as to the amounts payable pursuant to this Section shall be resolved by the court and not by a jury.

7. Cooperation. Assignor covenants that it will, at any time and from time to time upon written request of Assignee and at no out-of-pocket cost or expense to Assignor and without the assumption of any additional liability, execute and deliver to the Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as the Assignee may reasonably request to fully evidence the assignment contained herein and to enable the Assignee, and its successors and assigns, to fully realize and enjoy the rights and interests assigned hereby.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

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EXECUTED as of the date set forth first above.

**Assignor:**

SUNCOR DEVELOPMENT COMPANY,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of SunCor Development Company, an Arizona corporation, for and on behalf thereof.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

