

10/28/02

11-05-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



DEPARTMENT OF COMMERCE Trademark Office

102272944

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) National Heritage Academies, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Michigan [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: FINOVA Public Finance, Inc. Internal Address: Street Address: 605 North Highway 169, Suite 250 City: Plymouth State: MN Zip: 55441 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other: Second Amended and Restated Collateral Assignment of Intellectual Property and Assignment and Assumption Agreement Execution Date: June 28, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/108,496; 76/108,499; 76/108,498 Additional number(s) attached

B. Trademark Registration No.(s) [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Roman L. Helms, Esquire Internal Address: LeClair Ryan Street Address: 707 East Main Street, Eleventh Floor City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 50-1563 (Attach duplicate copy of this page if paying by deposit account)

11/04/2002 TDIAZ1 00000238 501563 76108498 01 FC:8521 40.00 CH 02 FC:8522 50.00 CH

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Roman L. Helms Signature Date 10/28/02

Total number of pages including cover sheet, attachments, and document

41

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK REEL: 2610 FRAME: 0861

**SECOND AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS SECOND AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (the **"Second Amended and Restated Collateral Assignment"**) is entered into by and between National Heritage Academies, Inc., a Michigan corporation (**"NHA"**) and Charter Development Company, LLC, a Michigan limited liability company (**"CDC"**) (collectively and on a joint basis, the **"Borrower"**), and National City Bank of Michigan / Illinois, a national banking association (**"NCB"**), as assignee of and successor to FINOVA Public Finance, Inc., a Delaware corporation (**"FINOVA"**).

WHEREAS, Borrower entered into a Loan, Financing and Security Agreement dated January 6, 2000 (the **"Original Loan Agreement"**) and a Pledge and Security Agreement dated January 6, 2000 (the **"Original Pledge Agreement"**), with FINOVA; and

WHEREAS, FINOVA recorded that certain Collateral Assignment of Intellectual Property dated as of January 6, 2000 (the **"Original Collateral Assignment"**) pursuant to which Borrower enabled FINOVA to record and perfect its security interest created by the Original Pledge Agreement and the Original Collateral Assignment to secure repayment of the Borrower's obligations under the Original Loan Agreement, all as more specifically described in the Original Pledge Agreement and the Original Collateral Assignment; and

WHEREAS, the Original Loan Agreement was amended pursuant to that certain First Amendment to Loan, Financing and Security Agreement and Guaranty Agreement and Request for Waiver of Conditions and Indemnification Agreement dated as of September 7, 2000 (the **"First Amendment to Loan Agreement"**), and was further amended and restated by that certain Amended and Restated Loan, Financing and Security Agreement dated as of August 23, 2001 (the **"2001 Amendment and Restatement"**), and subsequently amended by that certain First Amendment to Amended and Restated Loan, Financing and Security Agreement dated as of December 1, 2001 (the **"First Amendment to the 2001 Amendment and Restatement"**) (the **Original Loan Agreement, as amended by the First Amendment to Loan Agreement, as amended and restated by the 2001 Amendment and Restatement, and amended by the First Amendment to 2001 Amendment and Restatement shall hereafter be referred to as, the "2001 Loan Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2001 Loan Agreement, the Original Pledge Agreement was similarly amended and restated pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of August 23, 2001 (the **"2001 Pledge Agreement"**); and

WHEREAS, in connection with the execution and delivery of the 2001 Pledge Agreement, FINOVA recorded that certain Amended and Restated Collateral Assignment of

Intellectual Property dated as of August 23, 2001 (**the "2001 Collateral Assignment"**) pursuant to which Borrower enabled FINOVA to record and perfect its security interest created by the 2001 Pledge Agreement and the 2001 Collateral Assignment to secure repayment of the Borrower's obligations under the 2001 Loan Agreement, all as more specifically described in the 2001 Pledge Agreement and the 2001 Collateral Assignment; and

WHEREAS, pursuant to the terms of that certain Assignment and Assumption Agreement dated and effective as of April 30, 2002 by and between FINOVA and NCB (**the "FINOVA Assignment"**), FINOVA sold and assigned to NCB, and NCB acquired and assumed from FINOVA, all of FINOVA's right, title and interest in and to, and obligations under, the 2001 Loan Agreement, the Collateral, and the Financing Documents (as each such term is defined in the 2001 Loan Agreement), including without limitation the 2001 Pledge Agreement and the 2001 Collateral Assignment; and

WHEREAS NCB, as assignee under the FINOVA Assignment has agreed to amend and restate the 2001 Loan Agreement pursuant to that certain Second Amended and Restated Loan, Financing and Security Agreement dated as of June 28, 2002 (**as so amended, the "2002 Loan Agreement"**) by and among Borrower, NCB, and the other Lenders (as defined in the 2002 Loan Agreement) described therein, which 2002 Loan Agreement provides for the terms, conditions, representations, warranties and covenants pertaining to the 2002 Loan Facilities (as defined in the 2002 Loan Agreement); and

WHEREAS, in connection with the execution and delivery of the 2002 Loan Agreement, the 2001 Pledge Agreement was similarly amended and restated pursuant to that certain Second Amended and Restated Pledge and Security Agreement dated as of June 28, 2002 (**the "2002 Pledge Agreement"**); and

WHEREAS, Borrower and NCB now desire to amend and restated the terms of the 2001 Collateral Assignment to enable NCB to record and perfect its security interests as created under the 2002 Pledge Agreement and to effectuate NCB's ability to exercise its rights under the 2002 Loan Agreement, as a Lender and as Administrative Agent for the Lenders described therein, and under the 2002 Pledge Agreement, all to further secure repayment of the 2002 Loan Facilities (as defined in the 2002 Loan Agreement) upon the occurrence of a Default and/or Event of Default as defined therein;

NOW, THEREFORE, in consideration of the foregoing, in furtherance of the parties' prior agreements, and for other good and valuable consideration, the receipt and sufficiency of which Borrower and NCB, as a Lender and as Administrative Agent for the Lenders (as defined in the 2002 Loan Agreement) each acknowledge, the parties hereby enter into this Second Amended and Restated Collateral Assignment, including the contingent power of attorney contained herein:

1. As used in this Second Amended and Restated Collateral Assignment, "Intellectual Property" shall have the same definition as set forth in the 2002 Loan Agreement. Such Intellectual Property shall include, but is not limited to, the trademarks and service marks and the associated applications and registrations owned by NHA as listed in Exhibit A to this Second Amended and Restated Collateral Assignment.

2. Borrower hereby grants and assigns to NCB and its successors and assigns, in its capacity as a Lender and to hold as Administrative Agent for certain other Lenders identified in the 2002 Loan Agreement, as additional security in the Intellectual Property, this Second Amended and Restated Collateral Assignment of the security interest in all of the Borrower's right, title and interest in and to the Intellectual Property, presently owned or hereafter acquired, including without limitation the trademarks and service marks and the associated applications and registrations owned by NHA as listed in Exhibit A to this Collateral Assignment along with all associated goodwill, and including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringement suits), all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, now or hereafter existing. Without limiting the effect of the foregoing, however, until the occurrence or existence of a "Default" and/or an "Event of Default" as those terms are defined in the 2002 Loan Agreement, Borrower shall retain title to the Intellectual Property, subject to this Second Amended and Restated Collateral Assignment, and NCB, as Lender and as Administrative Agent for the Lenders shall hold only a security interest in and the contingent right to full ownership of the Intellectual Property.

3. Subject to the limitations and provisions of Section 4 of this Second Amended and Restated Collateral Assignment, Borrower hereby appoints NCB as its attorney-in-fact and grants to NCB a contingent, limited power of attorney:

a. to modify and amend Exhibit A to include any after-acquired patents and patent applications, trademarks and associated applications and registrations, copyrights and associated copyright applications and registrations, and other Intellectual Property in the event that any such Intellectual Property is acquired by Borrower while the 2002 Loan Agreement and 2002 Pledge Agreement remain in effect; and

b. to execute, through any of its duly appointed officers, on behalf of Borrower or any of its successors-in-interest, the "Assignment of Intellectual Property" appended hereto as Exhibit B.

4. NCB acknowledges and agrees that the foregoing contingent power of attorney extends to it the authority to execute the Assignment appended at Exhibit B, to seize the patent, trademark and copyright registrations and applications for registration, and to seize the incidents of the goodwill associated with the Intellectual Property only upon the occurrence of a Default and/or an Event of Default as defined by the 2002 Loan Agreement or, during the existence of a

Default or Event of Default, as otherwise allowed by law. In the event NCB exercises its rights under the power of attorney granted herein and executes the assignment found at Exhibit B, Borrower agrees to provide NCB with all reasonable assistance in acquiring, assembling, maintaining and disposing of the Intellectual Property.

5. Upon execution of this Second Amended and Restated Collateral Assignment by both parties, NCB or its designee may record same with the U.S. Patent & Trademark Office, Assignment Division, with the U.S. Copyright Office and with such other federal and state agencies as is necessary or appropriate to memorialize and perfect its security interest in the Intellectual Property.

6. NCB agrees that, in the event that all obligations under the 2002 Loan Agreement and the 2002 Pledge Agreement are satisfied and discharged by Borrower, the limited power of attorney granted herein shall automatically expire and NCB shall execute releases of its security interest at the request of Borrower, its successors or assigns.

7. Borrower agrees to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect NCB's rights under this Second Amended and Restated Collateral Assignment, the 2002 Loan Agreement and the 2002 Pledge Agreement.

8. This Second Amended and Restated Collateral Assignment shall be binding upon any successor-in-interest to the parties.

9. No failure on the part of NCB to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by NCB preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under the 2002 Loan Agreement or 2002 Pledge Agreement.

10. This Second Amended and Restated Collateral Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Michigan. This Second Amended and Restated Collateral Assignment may not be amended or modified except in a writing signed by NCB.

11. This Second Amended and Restated Collateral Assignment is intended only to memorialize or effectuate the rights and remedies available to the parties under the 2002 Loan Agreement and the 2002 Pledge Agreement, and it does not amend, revise or rescind any provision of the 2002 Loan Agreement or the 2002 Pledge Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties agree to the foregoing this 28th day of June, 2002.

NATIONAL HERITAGE ACADEMIES, INC.

By: 

Print Name: GREG LAMBERT

Title: VICE PRESIDENT / CEO

Date: JUNE 28, 2002


Acknowledgment

On this 28th day of June, 2002, before me appeared Greg Lambert, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF Michigan)
CITY OF Kent)

Subscribed and sworn to before me this 28th day of June, 2002.

My commission expires: 9-12-05


Notary Public

By: [Signature]

Print Name: Peter G. Ruppert

Title: President

Date: 6/27/02

Acknowledgment

On this 27 day of June, 2002 before me appeared Peter G. Ruppert, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified limited liability company with authority to do so.

STATE OF Michigan)

CITY OF Allegan)

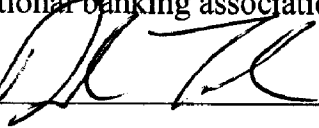
acting in Kent

Subscribed and sworn to before me this 28th day of June, 2002.

My commission expires: 8-1-04

[Signature]
Notary Public

NATIONAL CITY BANK OF MICHIGAN / ILLINOIS,
a national banking association

By: 

Print Name: DAVID C TOMKO

Title: VICE PRESIDENT

Date: 6/27/2002

Acknowledgment

On this 27 day of June, 2002 before me appeared David C. Tomko, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

STATE OF Michigan)

CITY OF Allegan)

activity in Kent

Subscribed and sworn to before me this 28th day of June, 2002.

My commission expires: 8-1-04


Notary Public

**EXHIBIT A
TO
COLLATERAL ASSIGNMENT OF SECURITY INTEREST**

**SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS
AND ASSOCIATED APPLICATIONS AND REGISTRATIONS**

Trademarks, Applications & Registrations

<u>Mark</u>	<u>App. Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
NATIONAL HERITAGE ACADEMIES (& Design)	75/470,697	April 20, 1998	National Heritage Academies, Inc.
NATIONAL HERITAGE ACADEMIES	75/465,359	April 9, 1998	National Heritage Academies, Inc.
ACADEMY LINK (& DESIGN)	75/791,174	September 2, 1999	National Heritage Academies, Inc.
ACADEMY LINK	75/791,073	September 2, 1999	National Heritage Academies, Inc.
A (DESIGN ONLY)	75/791,050	September 2, 1999	National Heritage Academies, Inc.
THEY'RE YOUR CHILDREN IT'S YOUR CHOICE	76/108,496	August 11, 2000	National Heritage Academies, Inc.
MAKING HISTORY ONE LIFE AT A TIME	76/108,499	August 11, 2000	National Heritage Academies, Inc.
BUILDING A FUTURE FOR THE NEXT GENERATION	76/108,498	August 11, 2000	National Heritage Academies, Inc.

Letters Patent and Patent Applications

Inventor

Assignee

Serial No.

Filing Date

Copyrights, Applications & Registrations

Title

Filing Date & No.

Regis. No. & Issue Date

EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS National Heritage Academies, Inc., a Michigan corporation (“NHA”) and Charter Development Companies, LLC, a Michigan limited liability company (“CDC”) (collectively and on a joint basis, the “Borrower”), have entered into a Second Amended and Restated Loan, Financing and Security Agreement dated June 28, 2002 (the “2002 Loan Agreement”) and a Second Amended and Restated Pledge Agreement dated June 28, 2002 (the “2002 Pledge Agreement”) with National City Bank of Michigan / Illinois, a national banking association (“NCB”) in which Borrower granted to NCB a security interest in certain intangible collateral, including the Intellectual Property of Borrower, as that term is defined in the 2002 Loan Agreement;

WHEREAS, pursuant to said 2002 Loan Agreement and 2002 Pledge Agreement, Borrower and NCB also have entered into a Second Amended and Restated Collateral Assignment of Intellectual Property dated June 28, 2002 (the “2002 Collateral Assignment”), under which NCB is authorized to execute this Assignment as Borrower’s attorney-in-fact upon the occurrence of a Default and/or an Event of Default as defined by the 2002 Loan Agreement and the 2002 Pledge Agreement; and

WHEREAS a Default and/or an Event of Default has occurred; all conditions specified in the 2002 Loan Agreement and the 2002 Pledge Agreement and otherwise in place, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-attorney have been satisfied; and NCB has elected to exercise its rights and remedies under the 2002 Loan Agreement, the 2002 Pledge Agreement and the 2002 Collateral Assignment,

NOW THEREFORE, pursuant to the 2002 Loan Agreement, the 2002 Pledge Agreement, the 2002 Collateral Assignment and the contingent power-of-attorney granted therein:

1. Borrower, by and through its attorney-in-fact as appointed by the contingent power of attorney set forth in the 2002 Collateral Assignment, hereby assigns to NCB, as a Lender and as Administrative Agent for the Lenders, all right, title and interest in all of the Intellectual Property as defined in the 2002 Loan Agreement and secured by the 2002 Pledge Agreement. Without limiting the foregoing, Borrower specifically assigns to NCB all of its right, title and interest in and to the letters patents, patent applications, trademarks and service marks and associated applications and registrations, and copyrights and associated applications and registrations owned by NHA and identified in Exhibit A hereto.

CHARTER DEVELOPMENT COMPANY, LLC

By: _____

ITS ATTORNEY-IN-FACT

Name: _____

Date: _____

Acknowledgment

On this ____ day of _____, _____, before me appeared _____, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified limited liability company with authority to do so.

STATE OF _____)

_____)

CITY OF _____)

Subscribed and sworn to before me this ____ day of _____, _____.

My commission expires: _____

Notary Public

**EXHIBIT A
TO
SECOND AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF SECURITY INTEREST**

**SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS
AND ASSOCIATED APPLICATIONS AND REGISTRATIONS**

Trademarks, Applications & Registrations

<u>Mark</u>	<u>App. Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
NATIONAL HERITAGE ACADEMIES (& Design)	75/470,697	April 20, 1998	National Heritage Academies, Inc.
NATIONAL HERITAGE ACADEMIES	75/465,359	April 9, 1998	National Heritage Academies, Inc.
ACADEMY LINK (& DESIGN)	75/791,174	September 2, 1999	National Heritage Academies, Inc.
ACADEMY LINK	75/791,073	September 2, 1999	National Heritage Academies, Inc.
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THEY'RE YOUR CHILDREN IT'S YOUR CHOICE	76/108,496	August 11, 2000	National Heritage Academies, Inc.
MAKING HISTORY ONE LIFE AT A TIME	76/108,499	August 11, 2000	National Heritage Academies, Inc.
BUILDING A FUTURE FOR THE NEXT GENERATION	76/108,498	August 11, 2000	National Heritage Academies, Inc.

Letters Patent and Patent Applications

Inventor **Assignee** **Serial No.** **Filing Date**

Copyrights, Applications & Registrations

Title **Filing Date & No.** **Regis. No. & Issue Date**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (**this "Agreement"**), made and effective as of April 30, 2002, by and between FINOVA Capital Corporation, a Delaware corporation, as assignee of and successor in interest by merger to FINOVA Public Finance, Inc. ("**FINOVA**") and National City Bank of Michigan/ Illinois, a national banking association ("**NCB**"), recites and provides as follows.

RECITALS

WHEREAS, by the terms of that certain Amended and Restated Loan, Financing and Security Agreement dated as of August 23, 2001, by and between FINOVA, National Heritage Academies, Inc., a Michigan corporation ("**NHA**") and Charter Development Company, LLC, a Michigan limited liability company ("**CDC**" **and, together with NHA, the "Borrower"**), as amended by that certain First Amendment to Amended and Restated Loan, Financing and Security Agreement dated as of December 1, 2001 by and among the Borrower and FINOVA, (**as so amended, the "Amended and Restated Loan Agreement"**) FINOVA extended loan facilities to the Borrower in the aggregate principal amount of \$68,800,000 (**hereafter, the "Loan Facilities"**); and

WHEREAS, contemporaneously with the extension of the Loan Facilities by FINOVA to the Borrower, FINOVA sold participatory interests in the Loan Facilities to, among other financial institutions, NCB, all pursuant to the terms and conditions set forth in that certain Amended and Restated Security Deposit, Participation and Intercreditor Agreement dated as of August 23, 2001 by and among FINOVA, NCB and certain other financial institutions described therein (**the "Amended and Restated Participation Agreement"**), and

WHEREAS, NCB now desires to acquire and assume, and FINOVA desires to sell and assign to NCB, all of FINOVA's right, title and interest in and to, and obligations under, the Loan Facilities, the Collateral and the Financing Documents (as defined in the Amended and Restate Participation Agreement); and

WHEREAS, in connection with the sale and assignment by FINOVA of its right, title and interest in and to, and obligations under, the Loan Facilities, the Collateral and the Financing Documents, FINOVA desires to resign as administrator of the Loan Facilities and the Collateral (as defined in the Amended and Restated Loan Agreement) and to appoint NCB as successor administrator of the Loan Facilities and the Collateral, in each case as permitted by Section 2.6 of the Amended and Restated Participation Agreement; and

WHEREAS, the Participants have consented to the foregoing arrangements; and

WHEREAS, FINOVA and NCB now desire to memorialize their mutual understandings and agreements with respect to the foregoing matters;

NOW THEREFORE, in consideration of the premises, the payment to be made hereunder and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FINOVA and NCB hereby agree as follows:

AGREEMENT

Section 1. Sale and Assignment by FINOVA; Purchase and Assumption by NCB. FINOVA hereby agrees to sell to NCB, and NCB agrees to purchase from FINOVA, all of FINOVA's right, title and interest in and to, and obligations under, the Loan Facilities, the Promissory Notes, the Collateral and the Financing Documents. Incident to such sale, FINOVA hereby assigns to NCB as of the date of this Agreement all of FINOVA's right, title and interest in and to the Loan Facilities, the Promissory Notes, the Financing Documents and the Collateral and all of FINOVA's duties and responsibilities as Lender under the Amended and Restated Loan Agreement and as administrator of the Loan Facilities under the Amended and Restated Participation Agreement (**collectively, the "Assigned Property and Interests"**), provided, however, that FINOVA shall retain any rights to indemnification of FINOVA attributable to or arising during the period prior to the date of this Agreement during which FINOVA served as Lender under the Amended and Restated Loan Agreement and administrator of the Loan Facilities and the Collateral under the Amended and Restated Participation Agreement. The sale and assignment by FINOVA of the Assigned Property contemplated hereby shall be irrevocable, and NCB shall have no recourse to FINOVA, except with respect to breaches of representations, warranties and covenants set forth in this Agreement. NCB hereby assumes the duties, responsibilities and obligations hereby assigned by FINOVA, and shall be entitled in its own behalf and in its own name to take any action permitted to FINOVA under the Financing Documents, whether as Lender under the Amended and Restated Loan Agreement or as administrator of the Loan Facilities and the Collateral under the Amended and Restated Participation Agreement, or otherwise as permitted by the Financing Documents and applicable law.

Section 2. Consideration for Sale and Assignment. In consideration of the sale and assignment contemplated by Section 1, FINOVA and NCB shall execute and deliver the LSTA Par/Near Par Trade Confirmation set forth as Exhibit A hereto (**the "Trade Confirmation"**), and NCB shall deliver to FINOVA the Purchase Amount specified therein, which shall be consistent with the payoff amount provided by FINOVA and delivered as per the wire transfer instructions previously provided by FINOVA on or before 10:00 a.m. E.D.T. on the Settlement Date (as defined in the Trade Confirmation),

Section 3. Resignation of FINOVA and Appointment of NCB as Administrator. Each of FINOVA and NCB hereby agree to execute and deliver (a) the Resignation, Appointment and Consent to Appointment of Successor Administrator, the form of which is attached hereto as Exhibit B, and (b) the First Amendment to Amended and Restated Security Deposit, Participation and Intercreditor Agreement, the form of which is attached hereto as Exhibit C.

Section 4. Representations and Warranties of FINOVA. FINOVA represents and warrants to NCB that (a) it is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, with corporate powers and authority to own its property and conduct its business as now being conducted, (b) it is the current owner of the Assigned Property and Interests, which are owned by FINOVA free and clear of any and all liens or encumbrances, (c) it has the full power, authority and legal right to sell, assign and transfer the Assigned Property and Interests to NCB and to perform its obligations in respect of the sale, assignment and transfer of the Assigned Property and Interests, all of which have been duly authorized by all necessary corporate actions on the part of FINOVA, and (d) the sale, assignment and transfer of the Assigned Property and Interests and the entry into and performance by FINOVA of its obligations hereunder do not contravene any provision of the Articles of Incorporation or Bylaws of FINOVA and do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which FINOVA is a party or by which FINOVA is bound.

Section 5. Representations and Warranties of NCB. NCB represents and warrants to FINOVA that (a) it is a national banking association duly organized validly existing and in good standing under applicable laws of the United States, with corporate power, authority and legal right to perform its obligations as set forth in this Agreement, to assume and perform the duties and responsibilities incident to the assignment of the Assigned Property and Interests in accordance with the terms of the Financing Documents, and to serve as Lender under the Amended and Restated Loan Agreement, administrator of the Loan Facilities and the Collateral under the Amended and Restated Participation Agreement, and (b) the sale, assignment and transfer of the Assigned Property and Interests and the entry into and performance by NCB of its obligations hereunder do not contravene any provision of the Articles of Association or Bylaws of NCB and do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which NCB is a party or by which NCB is bound.

Section 6. Covenants of FINOVA. In addition to the ongoing covenants imposed upon FINOVA as a predecessor administrator under Section 2.6(b) of the Participation Agreement, FINOVA covenants that (a) it shall promptly forward to NCB any notices, communications, or correspondence that it may receive after the date of this Agreement in respect of the Loan Facilities, the Financing Documents or otherwise in connection with its prior service as Lender under the Amended and Restated Loan Agreement or administrator of the Loan Facilities and the Collateral under the Amended and Restated Participation Agreement, and (b) it shall use its reasonable best efforts to assist in and the transition from FINOVA to NCB, as administrator of the Loan Facilities and Financing Documents under the Amended and Restated Participation Agreement and as Lender under the Amended and Restated Loan Agreement.

Section 7. Notices. The provisions of Section 8.1 of the Amended and Restated Participation Agreement are hereby amended to include the following notice addresses:

If to FINOVA, to:

FINOVA Capital Corporation
4800 North Scottsdale Road
Scottsdale, Arizona 85251-7623
Attention: Kriss A. Griebenow

If to NCB, to

National City Bank
629 Euclid Avenue
Cleveland, Ohio 44114
Attention: Laura McGrath

Section 8. Miscellaneous Provisions. Time is of the essence with respect to the matters contemplated by this Agreement. This Agreement may be executed in one or more counterparts, which together shall constitute but a single Agreement. If any term, covenant, condition, or provision hereof is determined to be unlawful, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement, and such remaining provisions shall be valid and enforceable and have full force and effect as if the invalid or unenforceable provision had not been included herein. This Agreement (including the Exhibits hereto) contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, each of FINOVA and NCB have caused this Agreement to be executed and delivered by its authorized representative as of the date first above written.

FINOVA Capital Corporation, a Delaware corporation,
as assignee and successor in interest by merger to
FINOVA Public Finance, Inc.

By: Randall Heller
Name: Randall Heller
Title: SVP

National City Bank of Michigan/Illinois, a national banking
association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of FINOVA and NCB have caused this Agreement to be executed and delivered by its authorized representative as of the date first above written.

FINOVA Capital Corporation, a Delaware corporation,
as assignee and successor in interest by merger to
FINOVA Public Finance, Inc.

By: _____

Name: _____

Title: _____

National City Bank of Michigan/Illinois, a national banking
association

By:  _____

Name: DAVID C. TOMKO

Title: VICE PRESIDENT

Exhibit A to Assignment and Assumption Agreement

Trade Confirmation

National CityNational City Bank
629 Euclid Avenue
Cleveland, OH 44114**LSTA PAR/NEAR PAR TRADE CONFIRMATION**

To: Finova Capital Corporation as Successor and Assignee of Finova Public Finance, Inc.
Kris Griebenow
Phone No.: 480-636-6787
Fax: 480-636-6445

From: National City Bank
Todd Rogers
Phone No.: 216-222-1300
Fax: 216/222-7079

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par / Near Par Trade Confirmations as most recently published as of March 2001 by the Loan Syndications and Trading Association, Inc. ("LSTA"), which Standard Terms and Conditions are incorporated herein by reference. The parties hereto agree to submit any dispute as to reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date.

Trade Date: April 22, 2002
 Seller: Finova Capital Corporation as Successor and Assignee of Finova Public Finance, Inc.
 Buyer: National City Bank
 Credit Agreement: Amended and Restated Loan, Financing and Security Agreement Among Finova Public Finance, Inc as Lender and NATIONAL HERITAGE ACADEMIES, INC and CHARTER DEVELOPMENT COMPANY, LLC collectively, as Borrower Dated as of August 23, 2001

Purchase Amount / Type of Debt:

\$21,875,491.15	of Term Loan -
<hr/>	
\$21,875,491.15	Total

Form of Purchase: Assignment
 Settlement Date: No later than April 30, 2002
 Pricing:
 Purchase Rate: 99.50000 %
 Upfront Fee: N/A

(reference: trade ticket 8559)

Page 1 of 2

Accrued Interest: Settles Without Accrued Interest

Credit Documentation to be provided: No

Assignment Fee: Assignment fee is waived.

Other Terms of Trade: None

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Debbie Svoboda no later than 5:00 p.m. (New York City time), on April 25, 2002, at the following fax number: 216/222-0192

If you have any questions, please contact Debbie Svoboda at 216/222-9970

**FINOVA CAPITAL CORPORATION
AS SUCCESSOR AND ASSIGNEE OF
FINOVA PUBLIC FINANCE, INC.**

**ACCEPTED AND AGREED:
NATIONAL CITY BANK**

By: Randall Heller
Name: Randall Heller
Title: SVP

By: David G. Goodall
Name: DAVID G. GOODALL
Title: MANAGING DIRECTOR

Exhibit B to Assignment and Assumption Agreement

Resignation, Appointment and Consent to Appointment of Administrator

**RESIGNATION, APPOINTMENT AND CONSENT TO APPOINTMENT OF
SUCCESSOR ADMINISTRATOR**

This Resignation, Appointment and Consent to Appointment of Successor Administrator, dated as of April 30, 2002, by and between FINOVA Capital Corporation, a Delaware corporation, as assignee and successor in interest by merger to FINOVA Public Finance, Inc. ("**FINOVA**"), and National City Bank of Michigan/Illinois, a national banking association ("**NCB**"), recites and provides as follows:

RECITALS

WHEREAS, among certain other parties, FINOVA and NCB are parties to that certain Amended and Restated Security Deposit, Participation and Intercreditor Agreement dated as of August 23, 2001 (**the "Amended and Restated Participation Agreement"**); pursuant to which each of FINOVA and NCB is a Participant in the Loan Facilities (as defined in the Amended and Restated Participation Agreement) and FINOVA is designated as the administrator of the Loan Facilities and the Collateral for the benefit of the Participants; and

WHEREAS, FINOVA and NCB have reached an agreement, as evidenced by that certain Assignment and Assumption Agreement dated as of the date hereof (**the "Assignment Agreement"**), with respect to the sale, assignment and transfer by FINOVA to NCB of all of FINOVA's right, title and interest in and to, and obligations under, the Loan Facilities, the Collateral, and the Financing Documents (each as defined in the Amended and Restated Participation Agreement); and

WHEREAS, in connection with the aforementioned sale, assignment and transfer of FINOVA's right, title and interest in and to the Loan Facilities, the Collateral and the Financing Documents, FINOVA desires to resign as administrator of the Loan Facilities and the Collateral under the Amended and Restated Participation Agreement, and further desires to appoint NCB as successor administrator thereunder; and

WHEREAS, as of the date hereof, the Borrower (as defined in the Amended and Restated Participation Agreement) and each of the Participants, including NCB, has provided its consent and, as necessary, waiver of the notices required by the Amended and Restated Participation Agreement with respect to the resignation of FINOVA as administrator of the Loan Facilities and the Collateral and the appointment of NCB as successor administrator of the Loan Facilities and the Collateral under the terms of the Amended and Restated Participation Agreement; and

WHEREAS, FINOVA and NCB now desire to memorialize the resignation of FINOVA as administrator, and the appointment of NCB as successor administrator, of the Loan Facilities and the Collateral under the terms of the Amended and Restated Participation Agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FINOVA and NCB hereby agree as follows:

AGREEMENT

Section 1. Resignation of FINOVA as Administrator. Having made suitable arrangements to sell its interest in the Loan Facilities and to assign its right, title and interest in and to, and all of its obligations under, the Financing Documents as required by Section 2.6 of the Amended and Restated Participation Agreement, effective immediately after receipt and disbursement by FINOVA to each Participant of its pro rata share of the Loan Payment to be made by the Borrower (as defined in the Participation Agreement) on April 30, 2002, but contemporaneously with the execution and delivery of the Assignment Agreement and that certain First Amendment to Amended and Restated Security Deposit, Participation and Intercreditor Agreement dated as of the date hereof by and between FINOVA and NCB, among other parties, and upon receipt by FINOVA of the Purchase Amount contemplated by Section 2 of the Assignment Agreement, FINOVA shall and hereby does resign as administrator of the Loan Facilities and the Collateral under the terms of the Amended and Restated Participation Agreement.

Section 2. Appointment of NCB as Successor Administrator; Consent to Appointment. On behalf of itself and all of the Participants, with the unanimous consent of the Participants as evidenced by that certain notice dated April 22, 2002, as provided by FINOVA to, and executed on April 23, 2002 by, each Participant (a copy of which is attached hereto as Exhibit A), FINOVA hereby appoints NCB as successor administrator under the Amended and Restated Participation Agreement effective immediately upon the resignation of FINOVA as contemplated by Section 1 above, and NCB hereby consents to and accepts such appointment and agrees to carry out the duties, obligations and responsibilities of the administrator set forth in the Amended and Restated Participation Agreement, to serve in such capacity until a successor administrator is appointed in accordance with the terms thereof.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, each of FINOVA and NCB have caused this Resignation, Appointment and Consent to Appointment of Successor Administrator to be executed and delivered by its authorized representative, as of the date first above written.

FINOVA CAPITAL CORPORATION, a Delaware corporation, as assignee and successor in interest by merger to FINOVA PUBLIC FINANCE, INC., resigning administrator

By: EXHIBIT – DO NOT SIGN

Name: _____

Title: _____

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, a national banking association, for itself and as agent for National City Bank, successor administrator

By: EXHIBIT – DO NOT SIGN

Name: _____

Title: _____

Exhibit A
to
Resignation, Appointment and
Consent to Appointment of Successor Administrator

CONSENT OF PARTICIPANTS DATED APRIL 22, 2002

Exhibit C to Assignment and Assumption Agreement

**First Amendment to
Amended and Restated
Security Deposit, Participation and Intercreditor Agreement**

FIRST AMENDMENT TO
AMENDED AND RESTATED
SECURITY DEPOSIT, PARTICIPATION AND INTERCREDITOR AGREEMENT

Among

FINOVA CAPITAL CORPORATION, as resigning administrator,
NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, as successor administrator

and

THE HUNTINGTON NATIONAL BANK,

BANK ONE, MICHIGAN,

COMERICA BANK, and

FIFTH THIRD BANK

as Participants

Dated as of April 30, 2002

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SECURITY DEPOSIT, PARTICIPATION AND INTERCREDITOR AGREEMENT dated as of April 30, 2002 (the **"Agreement"**) by and among FINOVA Capital Corporation, a Delaware corporation, as assignee and successor in interest by merger to FINOVA Public Finance, Inc., (**"FINOVA"**) and the financial institutions listed on Exhibit A hereto, recites and provides as follows (capitalized terms used and not defined herein shall have the meanings given such terms in the Amended and Restated Loan Agreement, as hereafter defined):

RECITALS

WHEREAS, subject to and in accordance with the provisions of that certain Amended and Restated Loan, Financing and Security Agreement dated August 23, 2001 as amended by that certain First Amendment to Amended and Restated Loan, Financing and Security Agreement dated as of December 1, 2001 (as so amended, the **"Amended and Restated Loan Agreement"**) by and among FINOVA, Charter Development Company, L.L.C. a Michigan limited liability company (**"CDC"**) and National Heritage Academies, Inc., a Michigan corporation (**"NHA"** and, together jointly and severally with CDC, the **"Borrower"**) and the other Financing Documents, as defined in the Amended and Restated Loan Agreement, FINOVA agreed to loan the maximum principal amount of up to Sixty Eight Million Eight Hundred Thousand and 00/100 Dollars (\$68,800,000) (the **"Loan Facilities"**) to the Borrower; and

WHEREAS, in connection with the closing of the Loan Facilities, FINOVA and the Participants (as defined in the Amended and Restated Loan Agreement) executed that certain Amended and Restated Security, Participation and Intercreditor Agreement dated August 23, 2001 (the **"Amended and Restated Participation Agreement"**) by and among FINOVA and the Participants; and

WHEREAS, pursuant to the terms of that certain Resignation, Appointment and Consent to Appointment of Administrator dated April 30, 2002, FINOVA will resign as administrator of the Loan Facilities as permitted by Section 2.6 of the Amended and Restated Participation Agreement, and appoint National City Bank of Michigan/Illinois (**"NCB"**) as its successor administrator, also in accordance with Section 2.6 of the Amended and Restated Participation Agreement; and

WHEREAS, NCB desires to sell a portion of its Participation Percentage Interest (as defined in the Amended and Restated Participation Agreement) in the Loan Facilities to Fifth Third Bank (**"Fifth Third"**), as permitted by Section 7.8 of the Amended and Restated Participation Agreement, and each of the Participants desires to acknowledge the admission of Fifth Third as a Participant under the Amended and Restated Participation Agreement to the extent reflected on Exhibits A-1 through A-6 hereto, to acknowledge, ratify and affirm the resignation of FINOVA as administrator of the Loan Facilities and the Collateral and the appointment of NCB as successor administrator of the Loan Facilities and the Collateral; and

WHEREAS, NCB and the Participants desire to memorialize certain general amendments to the Amended and Restated Participation Agreement;

NOW, THEREFORE, in consideration of the payments to be made pursuant to the Amended and Restated Participation Agreement, as hereby amended, and the mutual covenants contained in this First Amendment to Amended and Restated Participation Agreement, FINOVA and Participants hereby agree as follows:

Section 1. Acknowledgements of Participants. By its execution of this Agreement, each of the Participants acknowledges and accepts the resignation of FINOVA as administrator and the appointment of NCB as successor administrator under the Amended and Restated Participation Agreement, and each Participant waives the requirements of Section 2.6(a) that require the provision of 30 days prior written notice of such resignation and appointment. Furthermore, each Participant acknowledges, agrees and consents to the sale, transfer and assignment by FINOVA of its right title and interest in and to the Loan Facilities, the Collateral and the Financing Documents, to the sale by FINOVA of 100% of its Participation Percentage Interest in and to the Loan Facilities to NCB, and agrees that NCB shall, from and after the date hereof, undertake the process of administering the Loan Facilities, monitoring the Borrower's and the Guarantor's compliance with the terms of the Financing Documents and, in the case of a Default, an Event of Default or a Default Period and upon the occurrence of certain conditions, administering, marshalling, disposing of, or otherwise liquidating the Collateral, including without limitation the Debt Service Reserve Account and exercising all of the collective rights and remedies under the Financing Documents. Finally, each Participant hereby acknowledges and consents to the sale by NCB of a portion of its Participation Percentage Interest in the Loan Facilities valued at Eight Million and 00/100 Dollars (\$8,000,000) to Fifth Third Bank, all as required by Section 7.8 of the Amended and Restated Participation Agreement, and the admission of Fifth Third as a Participant under the terms of the Amended and Restated Participation Agreement, as reflected on amended Exhibits A-1 through A-6 attached hereto.

Section 2. General Amendments: Notice Provisions. As of and after the date of this Agreement, references in the Amended and Restated Participation Agreement to FINOVA as administrator of the Loan Facilities shall be deemed and considered for all purposes to be references to NCB, as successor administrator of the Loan Facilities, whose notice address is set forth on Exhibits A-1 through A-6 to the Amended and Restated Participation Agreement, as hereby amended and attached hereto.

Section 3. Acknowledgements of Fifth Third. By its execution of this Agreement, Fifth Third acknowledges that it shall be added as a Participant under the terms of the Amended and Restated Participation Agreement, as reflected on Exhibits A-1 through A-6 of the Amended and Restated Participation Agreement (as hereby amended). Fifth Third further acknowledges the terms and conditions of the Amended and Restated Participation Agreement, and agrees to comply with those terms and conditions of the Amended and Restated Participation Agreement applicable to all Participants.

Section 4. No Amendment Except as Provided Herein. Except as amended as described above, all provisions of the Amended and Restated Participation Agreement shall remain unchanged, and all such provisions shall remain in full force and effect.

IN WITNESS WHEREOF. each of the parties hereto have caused this First Amendment to Amended and Restated Security Deposit, Participation and Intercreditor Agreement to be duly executed and delivered by its proper and duly authorized officers as of the day and year first above written.

**FINOVA CAPITAL CORPORATION, a
Delaware corporation, as assignee and successor in
interest by merger to FINOVA PUBLIC
FINANCE, INC., resigning administrator**

By: EXHIBIT - DO NOT SIGN

Name: _____

Title: _____

**NATIONAL CITY BANK OF
MICHIGAN/ILLINOIS, a national banking
association, for itself and as agent for National
City Bank, successor administrator**

By: EXHIBIT - DO NOT SIGN

Name: _____

Title: _____

PARTICIPANTS:

THE HUNTINGTON NATIONAL BANK, a
national banking association

By: EXHIBIT - DO NOT SIGN

Name: _____

Title: _____

BANK ONE, MICHIGAN, a Michigan banking
corporation

By: EXHIBIT - DO NOT SIGN

Name: _____

Title: _____

COMERICA BANK, a Michigan banking
corporation

By: EXHIBIT - DO NOT SIGN

Name: _____

Title: _____

FIFTH THIRD BANK, a Michigan banking
corporation

By: EXHIBIT - DO NOT SIGN

Name: _____

Title: _____

EXHIBIT A-1

**ORIGINAL TERM LOAN
SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION**

SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION

Maximum Principal Amount of Original Term Loan:	\$50,000,000
Amount of Initial Draw:	\$40,000,000
Original Closing Date:	January 6, 2000
Amount of Original Term Loan Proceeds Undisbursed on the Original Closing Date:	\$10,000,000
Amount of Original Term Loan Proceeds Undisbursed on December 31, 2000	\$0

Participant	Address	Wiring Instructions	Total Loan Commitment	Total Amount Funded* By Participant	Total Amount Outstanding/ Available and Owned By Participant After 4/30/02 Payment*	Partic. Pctg. Interest Based up 4/30/02 Owners'
FINOVA Public Finance, Inc.	605 North Highway 169 Suite 250 Plymouth, MN 55441	Provided Separately	\$25,000,000	\$25,000,000	\$0	0%
The Huntington National Bank	50 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$8,000,000	\$ 8,000,000	\$ 6,987,806.44	15.97%
Bank One, Michigan	200 Ottawa, NW Grand Rapids, MI 49503	Provided Separately	\$10,000,000	\$10,000,000	\$8,734,758.13	19.97%
National City Bank of Michigan/Illinois	171 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$2,500,000	\$2,500,000	\$16,059,180.68	36.71%
Comerica Bank	99 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$4,500,000	\$4,500,000	\$3,962,219.75	9.06%
Fifth Third Bank	36 E 8 th Street Holland, MI 49423	Provided Separately	\$0	\$0	\$8,000,000.00	18.29%

* Amounts shown pertain only to Original Term Loan. See Schedules A-2 through A-5 for amounts funded with respect to and Participation Percentage Interests in the 2001 Term Loan, the Short Term Loan and the Revolving Loan, respectively.

EXHIBIT A-2

**2001 TERM LOAN
SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION**

SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION

Maximum Principal Amount of 2001 Term Loan: \$11,800,000
 Amount of Initial 2001 Draw: \$9,000,000
 2001 Closing Date: August 23, 2001
 Amount of Loan Proceeds
 Undisbursed on December 31, 2001: \$0

Participant	Address	Wiring Instructions	Total Loan Commitment	Total Amount Funded* By Participant	Total Amount Outstanding/ Available and Owned By Participant After 4/30/02 Payment*	Partic. Pctg. Interest Based up 4/30/02 Ownersi
FINOVA Public Finance, Inc.	605 North Highway 169 Suite 250 Plymouth, MN 55441	Provided Separately	\$0	N/A	\$0	0%
The Huntington National Bank	50 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$2,560,000	\$2,560,000	\$2,457,726.72	21.695
Bank One, Michigan	200 Ottawa, NW Grand Rapids, MI 49503	Provided Separately	\$4,720,000	\$4,720,000	\$4,531,433.84	40%
National City Bank of Michigan/Illinois	171 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$1,617,760	\$1,617,760	\$1,553,129.53	24.595
Comerica Bank	99 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$2,902,240	\$2,902,240	\$2,786,294.52	13.71
Fifth Third Bank	36 E 8 th Street Holland, MI 49423	Provided Separately	\$0	\$0	\$0	0%

* Amounts shown pertain only to 2001 Term Loan. See Schedules A-1 and A-3 through A-5 for amounts funded with respect to and Participation Percentage Interests in the Original Term Loan, the Short Term Loan and the Revolving Loan, respectively.

EXHIBIT A-3

**TERM LOAN (AGGREGATE)
SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION**

SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION

Maximum Aggregate Principal Amount of Term Loan: \$61,800,000
 2001 Closing Date: August 23, 2001
 Amount of Loan Proceeds
 Undisbursed on December 31, 2001: \$0

Participant	Address	Wiring Instructions	Total Loan Commitment	Total Amount Funded* By Participant	Total Amount Outstanding/ Available and Owned By Participant After 4/30/02 Payment*	Partic Pctg. Interes Based upon 4/30/02 Ownership
FINOVA Public Finance, Inc.	605 North Highway 169 Suite 250 Plymouth, MN 55441	Provided Separately	\$25,000,000	\$25,000,000	\$0	0%
The Huntington National Bank	50 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$10,560,000	\$10,560,000	\$9,445,533.16	17.15%
Bank One, Michigan	200 Ottawa, NW Grand Rapids, MI 49503	Provided Separately	\$14,720,000	\$14,720,000	\$13,266,191.97	24.09%
National City Bank of Michigan/Illinois	171 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$4,117,760	\$4,117,760	\$17,612,310.21	31.98%
Comerica Bank	99 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$7,402,240	\$7,402,240	\$6,748,514.27	12.25%
Fifth Third Bank	36 E 8 th Street Holland, MI 49423	Provided Separately	\$0	\$0	\$8,000,000.00	14.5%

* Amounts shown pertain only to Term Loan. See Schedules A-4 and A-5 for amounts funded and Participation Percentage Interests in the Short Term Loan and the Revolving Loan.

EXHIBIT A-4

**SHORT TERM LOAN
SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION**

SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION

Maximum Principal Amount of Short Term Loan: \$4,200,000
 Amount of Initial 2001 Draw: \$0
 2001 Closing Date: August 23, 2001
 Amount of Short Term Loan Proceeds
 Undisbursed on December 31, 2001: \$0

Participant	Address	Wiring Instructions	Total Loan Commitment	Total Amount Funded* By Participant	Total Amount Outstanding/ Available and Owned By Participant After 4/30/02 Payment*	Partic. Pctg. Interest Based up 4/30/02 Ownersh
FINOVA Public Finance, Inc.	605 North Highway 169 Suite 250 Plymouth, MN 55441	Provided Separately	\$0	N/A	\$0	0%
The Huntington National Bank	50 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$2,240,000	\$2,240,000	\$0	0%
Bank One, Michigan	200 Ottawa, NW Grand Rapids, MI 49503	Provided Separately	\$0	\$0	\$0	0%
National City Bank of Michigan/Illinois	171 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$700,000	\$700,000	\$0	0%
Comerica Bank	99 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$1,260,000	\$1,260,000	\$0	0%
Fifth Third Bank	36 E 8 th Street Holland, MI 49423	Provided Separately	\$0	\$0	\$0	0%

* Amounts shown pertain only to Short Term Loan. See Schedules A-1 through A-3, and A-5 for amounts funded and Participation Percentage Interests in the Term Loan and the Revolving Loan, respectively.

EXHIBIT A-5

**REVOLVING LOAN
SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION**

SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION

Maximum Principal Amount of Revolving Loan: \$2,800,000
2001 Closing Date: August 23, 2001

Participant	Address	Wiring Instructions	Total Loan Commitment	Total Amount Funded* By or Available from Participant	Total Amount Outstanding/ Available and Owned By Participant After 4/30/02 Payment*	Partic. Pctg. Interest* Based upon 4/30/02 Ownership
FINOVA Public Finance, Inc.	605 North Highway 169 Suite 250 Plymouth, MN 55441	Provided Separately	\$0	N/A	N/A	0%
The Huntington National Bank	50 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$0	N/A	N/A	0%
Bank One, Michigan	200 Ottawa, NW Grand Rapids, MI 49503	Provided Separately	\$2,800,000	\$2,800,000	\$2,800,000	100%
National City Bank of Michigan/Illinois	171 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$0	N/A	N/A	0%
Comerica Bank	99 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$0	N/A	N/A	0%
Fifth Third Bank	36 E 8 th Street Holland, MI 49423	Provided Separately	\$0	N/A	N/A	0%

* Amounts shown pertain only to Revolving Loan. See Schedules A-1 through A-4 for amounts funded and Participation Percentage Interests in the Term Loan and the Short Term Loan, respectively.

**LOAN FACILITIES
SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION**

SCHEDULE OF PARTICIPANTS AND RELATED INFORMATION

Maximum Principal Amount of Loan Facilities: \$68,800,000
2001 Closing Date: August 23, 2001

Participant	Address	Wiring Instructions	Total Commitment	Total Amount Funded* By Participant	Total Amount Outstanding/ Available and Owned By Participant After 4/30/02 Payment*	Partic. Pctg. Interest* Based upon 4/30/02 Ownership
FINOVA Public Finance, Inc.	605 North Highway 169 Suite 250 Plymouth, MN 55441	Provided Separately	\$25,000,000	\$25,000,000	\$0	0%
The Huntington National Bank	50 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$12,800,000	\$12,800,000	\$9,445,533.16	16.321%
Bank One, Michigan	200 Ottawa, NW Grand Rapids, MI 49503	Provided Separately	\$17,520,000	\$17,520,000	\$16,066,191.97	27.761%
National City Bank of Michigan/Illinois	171 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$6,102,240	\$6,102,240	\$17,612,310.21	30.433%
Comerica Bank	99 Monroe Avenue, NW Grand Rapids, MI 49503	Provided Separately	\$7,377,760	\$7,377,760	\$6,748,514.27	11.661%
Fifth Third Bank	36 E 8 th Street Holland, MI 49423	Provided Separately	\$0	\$0	\$8,000,000.00	13.824%

* Amounts shown pertain only to the Loan Facilities as a whole. See Schedules A-2 through A-5 for specific amounts funded with respect to and Participation Percentage Interests in the 2001 Term Loan, the Short Term Loan and the Revolving Loan, respectively.