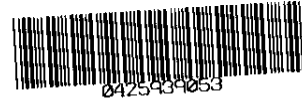


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Doc#: 0425939053  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 09/15/2004 11:35 AM Pg: 1 of 7

Property of Cook County Clerk's Office

## ASSIGNMENT OF MORTGAGE

between

THE TORONTO-DOMINION BANK, as Agent, as Assignor,

and

BRASCAN BRIDGE LENDING FUND INC., as Agent, as Assignee

Dated as of September 7, 2004

**This instrument affects certain real and personal property located in**

**County of Cook, State of Illinois**

This instrument was prepared by:

David M. Cremons, Esq.  
Felhaber, Larson, Fenlon & Vogt  
220 South Sixth Street, Suite 2200  
Minneapolis, MN 55402-4504

Record and return to:

Gary S. Litke, Esq.  
Torys LLP  
237 Park Avenue  
New York, New York 10017

Tax Statements for the real property described  
in this instrument should be sent to:

Atlas Cold Storage  
5255 Yonge Street, Suite 900  
North York, Ontario M2N 5P8  
CANADA

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## ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (the "Assignment"), dated and effective as of September 1, 2004 (the "Effective Date"), is made and entered into by and between THE TORONTO-DOMINION BANK, as Agent, having an address at 38<sup>th</sup> Floor, Toronto-Dominion Bank Tower, 66 Wellington Street West, Toronto, Ontario M5K 1A2 (the "Assignor") and BRASCAN BRIDGE LENDING FUND INC., as Agent, having an address at Suite 300, BCE Place, 181 Bay Street, Toronto, Ontario, M5J 2T3 ("Assignee").

### WITNESSETH:

WHEREAS, as of July 9, 2001 The Toronto-Dominion Bank, as Lead Arranger, Book Manager and Administration Agent for the Lenders; Toronto-Dominion (Texas), Inc., as U.S. Agent; The Bank of Nova Scotia, as Co-Arranger and Documentation Agent; Atlas Cold Storage Canada Limited ("Atlas Canada"), Atlas Cold Storage USA, Inc. ("Atlas USA (DE)") and Atlas Cold Storage Midwest Limited ("Atlas Midwest"); Atlas Canada, Atlas USA (DE) and Atlas Midwest, (collectively, the "Borrowers"); Atlas Cold Storage Income Trust ("Atlas Trust"), Atlas Cold Storage Holdings Inc. ("ACSHI"), Atlas USA (DE), Atlas Canada and Atlas Midwest (collectively, the "Guarantors"); and the various financial institutions and other Persons from time to time parties thereto as U.S. Lenders or Canadian Lenders (the "Lenders") entered into the Loan Agreement (the "Original Loan Agreement") pursuant to which the Lenders agreed to extend commitments to make advances to the Borrowers in the maximum original principal amount of One Hundred Forty-Five Million and 00/100 Canadian Dollars (Cdn. \$145,000,000.00) and Twenty-One Million and 00/100 Dollars U.S. (\$21,000,000.00) (U.S) (the "Original Commitment");

WHEREAS, as of October 22, 2002, The Toronto-Dominion Bank, in its capacity as the Administration Agent for the Lenders, TD Securities Inc., as Lead Arranger and Book Manager; Toronto-Dominion (Texas), Inc., as U.S. Agent; The Bank of Nova Scotia, as Co-Arranger and Documentation Agent; BMO Nesbitt Burns, as Syndication Agent; Atlas Canada, Atlas Midwest, Atlas Cold Storage USA Inc. ("Atlas USA (MN)"), Atlas Cold Storage America LLC ("Atlas America"), and Atlas Cold Storage Logistics LLC ("Atlas Logistics") (Atlas Canada, Atlas Midwest, Atlas USA (MN), Atlas America and Atlas Logistics, collectively, the "Borrowers"); Atlas Trust, ACSHI, Atlas Canada, Atlas Midwest, Atlas USA (MN), Atlas America, and Atlas Logistics (collectively, the "Guarantors"); the various financial institutions and other Persons from time to time parties thereto as U.S. Lenders or Canadian Lenders (the "Lenders") entered into an Amended and Restated Loan Agreement pursuant to which the Lenders agreed to increase the Original Commitments to allow for Advances to the Borrowers, in the aggregate in the maximum original principal amount of Three Hundred Six Million Five Hundred Thousand and 00/100 Canadian Dollars (Cdn. \$306,500,000.00) (the "Increased Commitment"); (the Original Loan Agreement, as so amended and restated, the "First Amended Loan Agreement").

WHEREAS, to secure (as more particularly provided in the Mortgage, as defined below) some or all of the Indebtedness (as defined below), Mortgagor (as defined on Exhibit A hereto),

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as mortgagor, executed and delivered the Mortgage to Assignor, as Administration Agent for the Lenders, as the mortgagee under the Mortgage,

WHEREAS, as of September 17, 2004, The Toronto-Dominion Bank, The Bank of Nova Scotia, Bank of Montreal, HSBC Bank Canada, National Bank of Canada, Royal Bank of Canada, Toronto Dominion (Texas), Inc., Atlas Cold Storage Canada Limited, Atlas Cold Storage Midwest Limited, Atlas Cold Storage USA Inc., Atlas Cold Storage America LLC, Atlas Cold Storage Logistics LLC, Atlas Cold Storage Income Trust, Atlas Cold Storage Holdings Inc., and Brascan Bridge Lending Fund Inc. entered into the Assignment Agreement (the "Lender Assignment Agreement"), pursuant to which each of the Lenders has agreed to assign, transfer and set over to Brascan Bridge Lending Fund Inc., as lender, on the date hereof, absolutely and not by way of charge only, all its interest in the Credit Facilities (as defined in the Lender Assignment Agreement), its commitment thereunder and all monies now due or to become due thereunder (such monies now due or to become due thereunder, the "Indebtedness");

WHEREAS, as of the date hereof, Brascan Bridge Lending Fund Inc., The Toronto-Dominion Bank, Toronto Dominion (Texas), Inc., Atlas Cold Storage Canada Limited, Atlas Cold Storage Midwest Limited, Atlas Cold Storage USA Inc., Atlas Cold Storage America LLC, Atlas Cold Storage Logistics LLC, Atlas Cold Storage Income Trust and Atlas Cold Storage Holdings Inc. entered into the Appointment of Agent and Assignment and Assumption Agreement (the "Agent Assignment Agreement"), pursuant to which, among other things, The Toronto-Dominion Bank, as Administration Agent, and Toronto Dominion (Texas), Inc., as U.S. Agent, have agreed to assign, transfer and set over unto Assignee, as Agent, on the date hereof, among other things, all their right, title and interest in the Mortgage;

**NOW THEREFORE**, in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor does hereby grant, bargain, sell, convey, assign, transfer and set over to Assignee, without representation or warranty (except for any representation or warranty expressly made by Assignor in the Agent Assignment Agreement) all of Assignor's right, title and interest, of any kind whatsoever, including without limitation, that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be) in and to the mortgages described on Exhibit A hereto (collectively, the "Mortgage").

2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such provision and jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction.

4. This Assignment shall be governed by the laws of the State (as defined on Exhibit A hereto).

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IN WITNESS WHEREOF, the undersigned, have caused this Assignment to be duly executed, sealed, acknowledged and delivered as of the day and year first above written.


**Assignor**

**Assignee**

**THE TORONTO-DOMINION BANK,**  
as Agent

**BRASCAN BRIDGE LENDING FUND,**  
INC. as Agent

By:   
Name: Wayne D. Basso  
Title: Vice President, Local Institutions Agency

By:   
Name: Lynis Madon  
Title: VP

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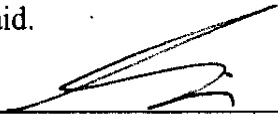
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## ACKNOWLEDGEMENT

CITY OF TORONTO            )  
  )ss.  
PROVINCE OF ONTARIO    )

On the 7<sup>th</sup> day of September in the year of 2004 before me, the undersigned, Notary Public in and for said Province, personally appeared Wayne M. Ship who being by me duly sworn, did say that s/he is the Vice President of The Toronto-Dominion Bank, and that said instrument was signed on behalf of said bank by authority of its board of directors, and s/he acknowledged said instrument to be the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the City and Province aforesaid.


  
\_\_\_\_\_  
A Notary Public for the Province of Ontario  
My Commission Expires: \_\_\_\_\_

## ACKNOWLEDGEMENT

CITY OF TORONTO            )  
  )ss.  
PROVINCE OF ONTARIO    )

On the 7<sup>th</sup> day of September in the year of 2004 before me, the undersigned, Notary Public in and for said Province, personally appeared Cyrus M. ... who being by me duly sworn, did say that s/he is the Vice President of Brascan Lending Fund Inc., a Canadian corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors, and s/he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the City and Province aforesaid.

  
\_\_\_\_\_  
A Notary Public for the Province of Ontario  
My Commission Expires: NA

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**EXHIBIT A**  
**(4220 South Kildare Boulevard, Chicago, IL)**  
**DESCRIPTION OF MORTGAGE**

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated October 23, 2002, in a principal amount not to exceed \$400,000,000.00, from Atlas Cold Storage America LLC ("Mortgagor") to The Toronto-Dominion Bank, as Agent ("Mortgagee"), recorded November 13, 2002 as Document No. 0021249746 in the Office of the Cook County Recorder, State of Illinois (the "State").

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**LEGAL DESCRIPTION:**

ONE TRACT OF LAND BEING A PART OF SECTION 3, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD, AND THE WESTERLY RIGHT OF WAY OF KILDARE BOULEVARD, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 667.66 FEET TO THE NORTHERLY RIGHT OF WAY OF 44TH STREET; THENCE NORTH 89 DEGREES, 39 MINUTES, 35 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 1607.26 FEET TO THE WESTERLY LINE OF THE LANDS CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE CRAWFORD REAL ESTATE DEVELOPMENT COMPANY, PER DOCUMENT NUMBER 17307420; THENCE NORTH 10 DEGREES 12 MINUTES, 59 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 678.43 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES, 40 MINUTES, 59 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 24.41 FEET; THENCE SOUTH 10 DEGREES, 12 MINUTES, 59 SECONDS EAST A DISTANCE OF 132.76 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 309.62 FEET AND A CHORD BEARING SOUTH 35 DEGREES 17 MINUTES, 35 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 59.17 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 302.00 FEET AND A CHORD BEARING SOUTH 54 DEGREES 57 MINUTES 01 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 151.27 FEET; THENCE SOUTH 67 DEGREES, 59 MINUTES, 30 SECONDS EAST, A DISTANCE OF 49.29 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET AND A CHORD BEARING 79 DEGREES 02 MINUTES 55 SECONDS EAST, THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 111.83 FEET; THENCE SOUTH 89 DEGREES, 39 MINUTES, 35 SECONDS EAST A DISTANCE OF 93.50 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 556.00 FEET AND A CHORD BEARING NORTH 86 DEGREES, 43 MINUTES, 18 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF OF 74.53 FEET; THENCE NORTH 81 DEGREES 42 MINUTES 03 SECONDS EAST A DISTANCE OF 70.83 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 297.37 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF DISTRICT BOULEVARD; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 1130.00 FEET TO THE POINT OF BEGINNING.

**PERM TAX#**

19-03-101-009-0000  
 19-03-200-019-0000  
 19-03-400-091-0000  
 19-03-400-121-0000  
 19-03-400-151-0000  
 19-03-400-154-0000  
 19-03-400-181-0000  
 19-03-400-189-0000  
 19-03-400-190-0000

**PROPERTY ADDRESS:** 4220 SOUTH KILDARE BLVD, CHICAGO, ILLINOIS