ASSIGNMENT OF LEASES AND RENTS

88052004

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 22nd day of January, 1988, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association having its principal place of business at 30 North La Salle Street, Chicago, Illinois 60690 (the "Trustee"), not personally but solely as Trustee under Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05 (the "Trust"), and CAMBRIDGE INVESTORS I LIMITED PARTNERSHIP, a Connecticut limited partnership, the holder and owner of one hundred percent (100%) of the beneficial interest in the Trust, having an address at 750 Main Street, Hartford, Connecticut 06103 (the "Beneficiary") (the Trustee and the Beneficiary being hereinafter referred to collectively as the "Assignor," which term shall also be deemed to mean each of the Trustee and the Beneficiary who shall remain jointly and severally liable for the obligations herein contained), to SECURIFY CAPITAL CREDIT CORPORATION, a Delaware corporation having its principal place of business at 655 Winding Brook Drive, Glastonbury, Connecticut 03033 (the "Assignee");

WITNESSETH:

The Assignor in consideration of the sum of TEN DOLLARS (\$10.00) cash, in hand paid, and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER and SET OVER unto the Assignee, its successors and assigns, the following:

A. All right, titic and interest and all powers, privileges and benefits of the Assignor in, to and under (1) any and all leases, subleases, occupancy agreements, operating agreements and other instruments or similar arrangements, whether oral or written, now or hereafter covering or affecting all or any part of the land described in Schedule A attached hereto and nace a part hereof or all or any part of any buildings or improvements now or hereafter located thereon (such land, buildings and improvements being hereinafter collectively referred to as the "Premises"), and (2) any and all presently effective or future modifications, renewals or extensions of any such leases, subleases, occupancy agreements, operating agreements or other instruments or arrangements (such leases, subleases, occupancy agreements, operating agreements, instruments, arrangements, inscriptions, renewals and extensions being hereinafter referred to, individually, as a "Lease" and, collectively, as the "Leases"; the tenants, occupants or other users under such Leases being hereinafter referred to, individually, as a "tenant" and, collectively, as the "tenants");

B. All right, title and interest and all powers, privileges and benefits of the Assignor in, to and under any and all presently effective and future guaranties of the tenant's performance under any of the

THIS INSTRUMENT WAS PREPARED BY:

Deborah M. Gaffney, Esq. Hebb & Gitlin A Professional Corporation One State Street Hartford, Connecticut 06103

UPON RECORDING SHOULD BE RETURNED TO:

Beth E. Metty, Esq. Thompson & Knight 3300 First City Center 1700 Pacific Avenue Dallas, Texas 75201

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Leases (such guaranties being hereinafter referred to, individually, as a "Guaranty" and, collectively, as the "Guaranties");

- C. All rents, income and other benefits to which the Assignor may now or hereafter be entitled under each and every one of the Leases, and all rents, income and other benefits to which the Assignor may now or hereafter be entitled under each and every one of the Guaranties;
- D. All awards hereafter made to the Assignor in any bankruptcy, insolvency or reorganization case or proceeding in any state or federal court involving any tenant under any of the Leases or any guarantor under any of the Guaranties and any and all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Leases by any tenant thereunder or by any trustee of any such tenant under any state or federal bankruptcy, incolvency or reorganization law, including, without limitation, any and all rights to recover damages arising out of any such rejection or breach, any and all rights in and to charges payable by any such tenant or by any such trustee with respect to the premises covered by any such Lease following the entry of an order for relief relating to such tenant under such law and any and all rents, income and other benefits outstanding under any of the Leases as of the date of entry of any such order for relief (and the Assignor hereby appoints the Assignee as the Assignor's attorney-in-fact to appear in any such case or proceeding on the Assignor's benefit and in its name, to prosecute any claim for such awards or payments and to collect any such award or payment, such appointment being irrespeable and coupled with an interest).

Specifically, but in no way limiting the generality of the foregoing, the Assignor hereby assigns, transfers and sets over unto the Assignee all right, title and interest, all powers, privileges and benefits and all rents, income and other benefits in, to and under the Leases and the Guaranties referred to in Schedule B attached hereto and made a part hereof. This Assignment is made by the Assignor as additional security for the payment and satisfaction of the following obligations of the Assignor: (a) the indebtedness evidenced by a certain Secured Promissory Note of even date herewith in the principal amount of Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) made by the Assignor and payable to the order of the Assignee, with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, and all amounts remaining unpaid the note given in substitution therefor or in renewal or extension thereof, in whole or in part (such Secured Promissory Note, as modified from time to time, and all other notes given in substitution therefor or renewal or extension thereof, in whole or in part, being hereinafter called the "Note"); (b) all indebtedness and other obligations secured by, incurred or arising pursuant to the provisions of a certain Mortgage and Security Agreement (as modified from time to time, hereinafter referred to as the "Mortgage"), executed and delivered by the Assignor, of even date herewith covering the Premises; and (c) all indebtedness and other obligations of any and all other instruments securing the payment of the Note (as modified from time to time, the instruments referred to in clauses (b) and (c) hereof being hereinafter collectively referred to as the "Security Instruments"); SuBJECT, HOWEVER, to the terms, provisions and conditions herein set forth.

1. The Assignor hereby covenants and warrants unto the Assignee (a) that the Assignor (i) has full title to, and full right to assign, the Guaranties, the Leases and the rents, income and other benefits which become due and payable thereunder; (ii) has not executed any prior assignments of the Guaranties, the Leases or the rents, income and other benefits which become due and payable thereunder; and (iii) has performed no act or executed any other instrument which might prevent the Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; (b) with respect to each of the Leases presently in effect (i) such Lease is valid and enforceable and is in full force and effect; (ii) such Lease has not been modified or any provision thereof waived; (iii) the tenant thereunder is not in default under the terms of such Lease; and (iv) the tenant thereunder has no claim or offset under such Lease against any rents or charges due or to become due thereunder; provided, nevertheless, that the foregoing clause (b) shall be for the benefit of the Assignee only and shall not be deemed to affect

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the rights of the Assignor with respect to any such Lease or against any tenant thereunder; and (c) with respect to each of the Guaranties, such Guaranty is in full force and effect and is not subject to any claims or offsets by the guarantor thereunder.

- 2. The Assignor covenants and agrees that, so long as the indebtedness evidenced by the Note shall remain unpaid, the Assignor shall not, without the prior written consent of the Assignee, except to the extent expressly permitted in the Mortgage, (a) further assign the Guaranties, the Leases or the rents, income and other benefits which become due and payable thereunder; or (b) enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent under, or change the terms of any renewal option of, any of the Guaranties or any of the Leases; or (c) consent to the release of any party liable under any of the Guaranties or any of the Leases or to the assignment of the interest of any tenant under any of the Leases, or consent to any sublease; and any such act, if done or permitted to be done without the prior written consent of the Assignee, shall be null and void.
- 3. The Assignor covenants and agrees with the Assignee (i) to observe and reform all obligations imposed upon the landlord under the Leases and not to do or permit to be done anything to impair the security thereof, and to execute and deliver at the request of the Assignee all such further assurances and assignments of the Leases and the Guaranties, and the premises covered thereby, as the Assignee shall from time to time require; (ii) to appear in and defend any action growing out of, or in any manner connected with, any of the Leases or any of the Guaranties or the obligations or liabilities of the Assignor as landlord or of the tenant or guarantor thereunder; and (iii) to enforce, short of termination, the performance and observance of each and every covenant and condition of each Lease to be performed or observed by the tenant thereunder. The Assignor shall furnish to the Assignee, within three (2) ways after the receipt thereof, or the mailing or service thereof by the Assignor, as the case may be, a copy of each notice which the Assignor shall give to or receive from any tenant under any of the Leases. The Assignor shall, upon request from the Assignee, furnish the Assignee within five (5) days after such request, true and complete copies of all Leases and Guaranties then in effect.
- 4. Until the occurrence of an Event of Default (as defined in the Mortgage), the Assignor shall be entitled, and its hereby granted a license, to collect, use and enjoy all rents, income and other benefits which become due and payable under the Leases or the Guaranties. But not more than one (1) month in advance. All rents, income and other benefits payable under the Leases or the Guaranties, collected by the Assignor, whether before or after such Event of Default, shall constitute a trust fund for rayment of all amounts due under the Security Instruments and the Note, including, without limitation, principal and interest, taxes, assessments, incurance premiums, maintenance and utility charges, relating to the Premises, and the Assignor shall use and apply such rents, income and other benefits in such manner before using the same for any other purpose. If an Event of Default shall have occurred, the aforesaid license shall, at the option of the Assignee, terminate, in which event the Assignee shall have the right (i) to collect said rents, income and other benefits, with or without taking possession of the Premises or any part thereof, (ii) to enter upon and take possession of the Premises, or any part thereof, for the purpose of collecting said rents, income and other benefits, (iii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Assignee, (iv) to let the Premises or any part thereof, and (v) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, toward the payment of principal, interest, reasonable attorneys' fees and other indebtedness under the Note and any of the Security Instruments, in such order as the Assignee in its discretion may elect. A written demand by the Assignee on any tenant for the payment of rent, income and other benefits which become due under such tenant's Lease, after the occurrence of an Event of Default claimed by the Assignee, shall be sufficient to warrant and require such tenant to mak

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notice in writing of this Assignment at any time to any tenant under any of the Leases.

- All bonds and security to be furnished to the Assignor under the terms of any Lease shall, at the request of the Assignee, be deposited in an interest-bearing escrow account in a bank or other financial institution approved in writing by the Assignee. The Assignor shall deliver to the Assignee upon request an undertaking by such bank or other financial institution stating that it will not disburse any monies from such account without the prior written consent of the Assignee in each instance (which consent shall not be unreasonably withheld if (i) the Assignor affirmatively demonstrates that the Assignor is entitled to receive a portion of such monies under the terms of the Lease pursuant to which such portion was deposited under the terms of the Lease pursuant to which such portion was deposited and under applicable law, and (ii) no Event of Default shall then exist and no state of facts shall then exist which, with notice or the passage of time, or both, would constitute an Event of Default if not cured or corrected) unless such dishursement is made directly to a tenant pursuant to the terms of such tenant's Lease.
- 6. The acceptance of this Assignment and the collection of rents, income and offier benefits under the Leases or the Guaranties shall not constitute a waiver of any rights of the Assignee under the terms of the Note or the Security Instruments. The receipt by the Assignee of any rent, income or other benefits under the Leases or the Guaranties pursuant to this Assignment after the institution of foreclosure proceedings under any of the Security instruments shall not come any default of the Assignor hereunder or under the Note or any of the Security Instruments or affect such proceedings or any sale pursuant thereto. No waiver by the Assignee of any breach by the Assignor of any covenant or condition contained herein, nor any failure by the Assignee to exercise any right or remody in respect of any breach hereunder, shall constitute a waiver or relinquisoment for the future of any such covenant or condition or of any subsequent breach of any such covenant or condition, or condition or of any subsequent breach of any such covenant or condition, or bar any right or remedy of the Assignee in respect of any such subsequent breach. Any action of the Assignee hereunder shall not constitute a waiver of or be deemed to cure any default by the Assignor hereunder or under the Note or any of the Security Instruments, and shall not affect or prejudice any other rights or remedies of the Assignee which other rights or remedies may be exercised by the Assignee prior to, concurrently with or subsequent to action hereunder; and any action by the Assignee under the Note or any of the Security Instruments, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice the Assignee's rights hereunder. the Assignee's rights hereunder.
- 7. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any failure by the Assignee to let the Premises, or any part thereof, after default or from any other action or omission of the Assignee in managing the Premises, or any part thereof, after default. The acceptance of this Assignment shall not be deemed to impose upon the Assignee any of the obligations or duties of the Assignor provided in any of the Leases, and the Assignor shall comply with and observe its obligations as landlord under all Leases. The Assignor shall and does hereby agree to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liabilities, losses, damages, claims, demands and expenses (including, without limitation, reasonable attorneys' fees) which may or might be incurred under any of the Leases or under or by reason of this Assignment or which may be asserted Leases or under or by reason of this Assignment or which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should the Assignee incur any such liabilities, losses, damages, claims, demands or expenses, the amount thereof shall be secured hereby; and the Assignor shall reimburse the Assignee therefor the demand of the secured hereby. immediately upon demand, failing which the Assignee may, at its option, declare all indebtedness evidenced by the Note and secured by the Security Instruments to be immediately due and payable.
- 8. Nothing contained herein and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Note and the Security Instruments, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and the Security Instruments. The right of the Assignee to collect the indebtedness evidenced by the Note and to enforce any

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other security therefor may be exercised by the Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

- 9. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of the Note and the Security Instruments.
- 10. Default by the Assignor under any of the terms of the Leases shall be deemed a default under the terms of the Note and the Security Instruments. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the Default Rate set forth in the Mortgage, shall become part of the debt secured by this Assignment.
- 11. In the event that any of the covenants, agreements, terms or provisions contained in this Assignment, the Note or any of the Security Instruments shall for any reason be invalid, illegal or unenforceable, in whole or in prot or in any respect, or in the event that any such covenants, agreements, terms or provisions shall operate, or would prospectively operate, to invalidate this Assignment, the Note or any of the Security Instruments, then, and in any such event, such covenants, agreements, terms or provisions only shall be deemed to be null and void and of no force and effect, and the validity, legality and enforceability of the remaining covenants, agreements, terms or provisions contained in this Assignment, the Note and the Security Instruments shall remain operative and in full force and effect and shall in no way se affected, prejudiced or disturbed.
- 12. The full performance of the Mortgage and the duly recorded satisfaction or release thereof or reconveyance of the Premises, or any part thereof, shall render this Assignment automatically void with respect to the Premises or the part thereof described in said satisfaction, release or reconveyance.
- 13. The terms, provisions, representations and warranties herein contained shall be binding upon the Assignor and the respective heirs, administrators, executors, personal representatives, successors and assigns of the Assignor, as well as any subsequent owner of the Premises, and shall inure to the benefit of the Assignee, its successors and assigns, including, without limitation, any subsequent holder of the Montage or any party who acquires title to the Premises in foreclosure. No assignee of the landlord's interest in said Leases after a foreclosure of the Montage shall be liable to account to the Assignor for any rents, income or other benefits thereafter collected.
- 14. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Security Instruments.
- 15. All notices to any party hereto shall be delivered in accordance with the manner set forth in the Mortgage.
- 16. This Assignment shall be construed, interpreted, inforced and governed by and in accordance with the laws of the State of Illinois.
- 17. This Assignment is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain Trust Agreement dated as of January 1, 1988, creating Trust No. 104369-05; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, under said agreement and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against American National Bank and Trust Company of Chicago on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either

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expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a person or persons duly authorized, all as of the day and year first above written.

ATTEST:

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

VP

Its Post Seek

[CORPORATE SEAL]

ADDRESS OF TRUSTEE:

30 North La Salle Street Chicago, Illinois 60690

BENEFICIARY:

Its

CAMBRIDGE INVESTORS I LIMITED PARTNERSHIP

Witness:

Elizabeth A. Daley

By Cambridge Associates Its General Partner

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RUSSELL J. Blau A Partner

Office

ADDRESS OF BENEFICIARY:

750 Main Street Hartford, Connecticut 06103

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STATE OF ILLINOIS)) ss. Chicago
COUNTY OF COOK)
residing in said County and State, DO HEREBY CERTIFY THAT [name], [title], and [title], and SUZANNE G. BAKER [name], [title], respectively of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [title] and [title], appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said [title] acknowledged that [s]he, as custodian of the corporate seal of said national banking association did affix said corporate seal to said instrument as [his/her] own free and voluntary act and as the free and voluntary act of said uses and
GIVEN under my hand and notarial seal this FEB 1 1988 day of January,
1988.
Or Juli Closidor
Notary Public
My Commission Expires: Whatery France Commission Expires:
[SEAL]
STATE OF CONNECTICUT) COUNTY OF HARTFORD) Ss. Hartford

partner of Cambridge Associates, a Connecticut partnership, the general partner of Cambridge Investors I Limited Partnership, a Connecticut limited partnership, beneficiary under a certain land trus created by Trust Agreement dated as of January 1, 1988, and known as Trust No. 104369-05, the trustee of which is American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, as the free and voluntary act of such partnership and as the free and voluntary act of such limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of January, 1988.

Notary Public

My Commission Explose ARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1994

[SEAL]

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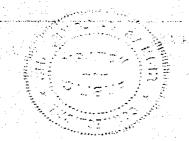
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THE COURT

SCHEDULE A

(LEGAL DESCRIPTION)

PARCEL 1:

Lot 3 in Walden International Subdivision of part of Fractional Section 1 and part of the North 1/2 of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, as shown on plat of subdivision recorded January 30, 1980 as Document Number 25342431.

PARCEL 2:

Easements for the benefit of Parcel 1 for storm water drainage and ingress and egress, as established by Declaration of Protective Covenants dated March 17, 1980 and recorded with the Cook County Recorder of Deeds on March 28, 1980, as Document No. 25406331, and easement for the benefit of all owners of lots in Walden International Subdivision for utilities as established by plat recorded January 30, 1980, as Document No. 25342431.

PARCEL 3:

Perpetual, non-exclusive easement for the benefit of Parcel 1 for ingress and across co, and egress from the office building located on Parcel 1 as established by Agreement dated May 19, 1983 and recorded June 13, 1983 as Document No. 26640290 over the following land:

A triangular parcel of land in Lot 4 in Walden International Subdivision, being a subdivision of part of fractional Section 1 and part of the North 1/2 of Section 12, both in Township 41 North, Range 10 East of the Third Principal Meridian, as shown on plat of subdivision recorded January 30, 1980 as Document number 25342431, more particularly described as follows:

Commencing at the northwest corner of said Lot 4; thence South 85 degrees, 58 minutes, 18 seconds East along the north line of said Lot 4, a distance of 260.55 feet to a point in the southwestly edge of an existing concrete walk to the point of beginning; thence South 85 degrees, 58 minutes, 18 seconds East continuing along the north line of Lot 4, a distance of 74.35 feet to a point in the southeasterly edge of ar existing concrete walk; thence South 50 degrees, 47 minutes, 3 seconds West along the southeasterly edge of said existing concrete walk, a distance of 53.88 feet to a point 36.95 feet South, measured at right angles of said north line of Lot 4; thence North 39 degrees, 31 minutes 27 seconds West along the southwesterly edge of said existing concrete walk, a distance of 50.94 feet to the point of beginning, all in Cook County, Illinois.

Permanent Tax Number: 07-12-101-016, Volume 187. Permanent Tax Number: 07-01-101-005, Volume 187.

Property Address: 1931 Meacham Drive, Schaumburg, Illinois.

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SCHEDULE B (Description of Tenant Leases)

Tenant

- 1. Alpha Microsystems
- 2. GSA/IRS
- 3. Page America
- 4. Progressive Casualty Insurance
- North Communities Health Plan, Inc. (Pru Care)
- 6. Ramsell & Associates
- 7. The Seiler Corporation
- Walden Investment Corporation

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