

Asset No.: 2 (Schaumburg)  
County: Cook  
State: Illinois

This instrument was prepared by Barry Comin, Esq. and after recording should be returned to:

Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60663-3693  
Attention: Barry A. Comin, Esq.

COLLATERAL ASSIGNMENT OF MORTGAGE/DEED OF TRUST  
AND OTHER LOAN DOCUMENTS 9

COLLATERAL ASSIGNMENT OF MORTGAGE/DEED OF TRUST AND OTHER LOAN DOCUMENTS, dated as of May 28, 1998, from Harvest Opportunity Fund, L.L.C., a Delaware limited liability company, having an address at c/o Chase Realty Asset Management, Inc., 380 Madison Avenue, New York, New York 10017 ("Assignor"), to Credit Suisse First Boston Mortgage Capital, L.L.C., a Delaware limited liability company, having an address at 11 Madison Avenue, New York, New York 10010 ("Assignee").

Background

This Collateral Assignment of Mortgage/Deed of Trust and Other Loan Documents (this "Assignment") is being executed and delivered pursuant to that certain Loan Agreement dated as of May 28, 1998 (the "Loan Agreement"), by and among Assignor and certain of its affiliates and Assignee. Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Loan Agreement.

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## Assignment

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, as collateral security to secure the Obligations, Assignor does hereby pledge and grant to Assignee a security interest in and to the following (collectively, the "Pledged Collateral"):

(i) The mortgage/deed of trust and any amendments, modifications and supplements thereto, all as more specifically identified on Schedule A attached hereto (the "Mortgage"), which Mortgage encumbers the property more particularly described on Schedule B attached hereto, and secures that certain promissory note or notes evidencing the loan identified with the asset number set forth hereinabove on the Asset Schedule to the Loan Agreement (the "Loan"); and

(ii) All other documents and instruments evidencing, securing or relating to the Loan, including, without limitation, those documents more specifically identified on Schedule A attached hereto, which have been recorded in the real property or chattel records of the jurisdiction in which the real property or personal property securing such Loan is located (collectively, the "Other Loan Documents").

This Assignment shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until the indefeasible payment or satisfaction in full of the Obligations, (ii) be binding upon Assignor, its permitted transferees, representatives, successors and assigns, and (iii) inure, together with the rights and remedies of Assignee hereunder, to the benefit of Assignee and its permitted transferees, representatives, successors and assigns. Without limiting the generality of the foregoing clause (iii), Assignee, but not the Assignor, may assign or otherwise transfer this Assignment, together with the Pledged Collateral, the Note and any other Obligations to any other Persons, to the extent permitted by the Loan Agreement, and such other Persons shall thereupon become vested with all the benefits in respect thereof granted to Assignee herein or otherwise. Upon the indefeasible payment or satisfaction in full of the Obligations, (x) Assignor shall be entitled to the return, upon its request and at its expense, of such portion of the Pledged Collateral as shall not have been sold or otherwise applied or forfeited pursuant to the terms hereof, and (y) this Assignment shall be of no further force or effect. Notwithstanding anything to the contrary contained in this Assignment, provided that the conditions of Section 2.14 of the Loan Agreement have been

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satisfied, the Assignee shall release the Pledged Collateral, notwithstanding that a portion of the outstanding indebtedness due and owing under the Note remains unpaid.

This Assignment is being executed and delivered to Assignee as security for the Obligations, and the rights of Assignee with respect to the enforcement hereof are subject to the terms of the Loan Agreement, including, but not limited to, the provisions of Section 6.20 thereof, and that certain Pledge and Security Agreement (Collateral Mortgage Loans) of even date herewith executed by Assignor in favor of Assignee.

Assignor has caused this Assignment to be duly executed as of the date first written above.


WITNESSES:


ASSIGNOR:

  
Name: RAYMOND AMANQUAIT

HARVEST OPPORTUNITY FUND,  
L.L.C., a Delaware limited liability  
company

By: Chase Realty Asset Management,  
Inc., a New York corporation, Asset  
Manager

  
Name: Michael Morris

  
By: \_\_\_\_\_  
Name: John C. Collins  
Its: President

ATTEST:

By:   
Name: Joseph Skibo  
Its: Vice President

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STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS

I, Mario Maurice, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Collins, personally known to me to be the President of Chase Realty Asset Management, Inc., a New York corporation, the Asset Manager of Harvest Opportunity Fund, L.L.C., a Delaware limited liability company, and to reside at 59 Cross Hill Road, Millington, NJ 07946, and Joseph Skibo, personally known to me to be the Vice President of said corporation, and to reside at 4 Mendl Terrace, Montclair, NJ 07042, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me and the witnesses whose names are so subscribed thereon this day in person and severally acknowledged that as such President and Vice President of said corporation, they signed and delivered the said instrument pursuant to authority given by said corporation as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of May, 1998.

Mario Maurice  
Notary Public

My Commission Expires:

**MARIO MAURICE**  
Notary Public, State of New York  
No. 01MA5054353  
Qualified in New York County  
Commission Expires Jan. 18, 2000

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## EXHIBIT A

DESCRIPTION OF DOCUMENT(S)

[See Attached]

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Asset #2 - Alter/Schaumberg  
LaSalle National Bank (Trust No. 108540)  
Cook County, Illinois

1. Junior Mortgage, Assignment of Leases and Security Agreement dated as of February 15, 1994 and recorded April 20, 1994 as Document Number 94354629 made by Borrower to Lender in the aggregate amount of \$49,209,000.  
  
First Amendment to Loan Documents recorded July 2, 1996 as Document Number 96508517 by and between Borrower, Schaumberg and Lender.  
  
Second Amendment to Loan Documents dated as of August 15, 1996 and recorded November 22, 1996 as Document Number 96892670 by and between Borrower, Schaumberg and The Chase Manhattan Bank, as successor in interest to Chemical Bank.  
  
Third Amendment to Loan Documents dated as of June 30, 1997 and recorded August 27, 1997 as Document Number 97631344 between Borrower and The Chase Manhattan Bank.
2. Junior Assignment of Rents and Leases between Borrower and Lender dated as of February 15, 1994 and recorded on April 20, 1994 as Document Number 94354630 made by the Borrower to Lender.  
  
First Amendment to Loan Documents recorded July 2, 1996 as Document Number 96508517 by and between Borrower, Schaumberg and Lender.  
  
Second Amendment to Loan Documents dated as of August 15, 1996 and recorded November 22, 1996 as Document Number 96892670 by and between Borrower, Schaumberg and The Chase Manhattan Bank, as successor in interest to Chemical Bank.  
  
Third Amendment to Loan Documents dated as of June 30, 1997 and recorded August 27, 1997 as Document Number 97631344 between Borrower and The Chase Manhattan Bank.
3. Mortgage and Security Agreement dated December 1, 1985 and recorded December 31, 1985 as Document Number 85344047 made by LaSalle National Bank, as Trustee under Trust Agreement dated June 21, 1984 and known as Trust Number 108540 ("Borrower") to Illinois Development Finance Authority ("IDFA") for the benefit of Joseph Ash, as Trustee under an Indenture of Trust recorded December 31, 1985 as Document Number 85344050.
4. Assignment of Leases and Rents dated December 1, 1985 and recorded December 31, 1985 as Document Number 85344049 made by Borrower to IDFA for the benefit of Joseph Ash, as Trustee under an Indenture of Trust recorded as Document Number

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85344050.

5 Collateral Assignment of Lease and Rent dated December 1, 1985 and recorded December 31, 1985 as Document Number 85344048 made by Borrower and Schaumberg Tech III Partnership ("Schaumberg") to Chemical Bank ("Lender").

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EXHIBIT B

LEGAL DESCRIPTION

[See Attached]

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11/15/2010

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Commonwealth

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No. H455-1233

EXHIBIT A  
Legal Description

All of Lot 12 in the Tollway Center of Schaumburg Unit 1, being a resubdivision of Lot 1 and part of Lot 2 in Highland Woods Industrial Center in Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 4, 1982 as Document Number 26400990 and registered November 4, 1982 as Document Number LR3281084; together with that part of Lot 2 in Highland Woods Industrial Center, being a subdivision of part of the Fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 25398072, described as follows: Beginning at the point of intersection of the West line of said Lot 2 with a line 325.22 feet, as measured at right angles, South of and parallel with the North line of said Lot 2, said point of beginning being also the Southwest corner of Lot 12 in the Tollway Center of Schaumburg Unit 1, aforesaid, thence North 90 degrees 00 minutes 00 seconds East along said line parallel with the North line of said Lot 2, said parallel line being also the South line of Lot 12 in Tollway Center of Schaumburg Unit, 1 aforesaid, 262.14 feet to the West line of Center Court (formerly known as Goede Drive); said point being also the Southeast corner of Lot 12 in the Tollway Center of Schaumburg Unit 1, aforesaid, thence South 00 degrees 00 minutes 00 seconds West along said West line of Center Court, 60.78 feet to a point of curvature on said West line; thence Southeasterly along the Southwesterly line of said Center Court, being a curved line convex Southwesterly, having a radius of 163.0 feet and being tangent to said last described line at said last described point, an arc distance of 247.42 feet to a point of tangency (the chord of said arc bears South 43 degrees 29 minutes 04 seconds East, 224.34 feet); thence South 86 degrees 58 minutes 07 seconds East along the South line of Center Court 126.85 feet; thence South 00 degrees 12 minutes 04 seconds West, 265.89 feet to the Southerly line of said Lot 2; thence North 80 degrees 54 minutes 39 seconds West along the Southerly line of said Lot 2, 550.61 feet to the Southwest Corner of said Lot 2; thence North 00 degrees 12 minutes 04 seconds East along the West line of said Lot 2, 409.17 feet to the place of beginning, in Cook County, Illinois.

TAX # 07-03-101-033-0000

ADDRESS CORNER OF CENTRAL RD  
& ROSELLE RD.  
SCHAUMBURG, IL

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