



COLLATERAL ASSIGNMENT OF MORTGAGE

THIS COLLATERAL ASSIGNMENT OF MORTGAGE (this "Agreement"), is made effective as of May 31, 2018, by and among Komi Ventures, LLC (the "Assignee") and CC Rivington, LLC (the "Assignor")

RECITALS

WHEREAS, Assignor, as successor and assign of MC Credit, LLC, made a loan to ILSR Owners, LLC, on July 31, 2015, in the amount of up to Five Million Eight Hundred Thousand and 00/100 Dollars (\$5,800,000.00) (the "Loan"), which is secured, in part by a certain Open-End Mortgage Deed and Security Instrument, dated as of July 31, 2015 and recorded on August 1, 2015, in Volume 8211 at Page 74 of the Norwalk land records (the "Mortgage") on property known as 83 and 97 Wall Street and 21, 23 and 31 Isaacs Street in the City of Norwalk, in the County of Fairfield, State of Connecticut (collectively, the "Property"); and

WHEREAS, the Assignor and Assignee have entered into a certain Participation Agreement, of even date herewith, relating to the Loan; and

WHEREAS, the Assignor and the Assignee have agreed to enter into a certain Collateral Assignment of the Mortgage in furtherance of the terms of the Participation Agreement and secure the performance of the obligations thereunder.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, hereinabove described, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to them in the Participation Agreement.

1. Pledge of Collateral; Creation of Security Interest. In consideration of the Participation Amount, and as agreed in the Participation Agreement, the Assignor, hereby irrevocably collaterally assigns to Assignee, the Mortgage (the "Collateral") on a quit claim basis with no representations or warranties except as specifically set forth in Section 2.

2. Representations and Warranties. Assignor represents and warrants to, and covenants with, Assignee as follows:

(a) Assignor is duly formed and in full force and effect under the laws of the state in which it is organized and is qualified to do business in all states in which it is doing business. And has the authority and capacity to execute this Agreement.

(b) Assignor is the owner and holder of the Collateral.

(c) Assignor has all required entity authority to assign the Collateral.



NOTICE OF LEASE

Pursuant to Section 47-19 of the Connecticut General Statutes, notice is hereby given of the existence of the following lease:

1. The name and address of Landlord is:

Wall Street Opportunity Fund, LLC
11 Belden Avenue, 2nd Floor
Norwalk, CT 06850

Attention:

2. The name and address of Tenant is:

Komi Ventures, LLC
11 Belden Avenue, 2nd Floor
Norwalk, CT 06850

Attention:

3. The commencement date of the Lease is June 1, 2018.

4. The description of the leased premises as contained in the Lease is attached hereto as Exhibit A, made a part hereof and incorporated herein by reference, constituting a vacant parking lot located at 23 Leonard Street, Norwalk, Connecticut (the "Lot").

5. The initial term of the Lease will expire on May 31, 2043.

6. The Lease does not contain any specific rights of extension.

7. The Lease does not contain an option to purchase at any time during the term of the Lease.

8. A copy of said Lease is on file at the office of Candace V. Fay, Attorney & Counselor at Law, PC.

This instrument, being intended to be a Notice of Lease executed for the purpose of complying with Section 47-19 of the Connecticut General Statutes so as to give constructive notice of said Lease, is not intended to affect in any way the rights and obligations of the parties to said Lease except as the same may be accomplished by compliance with said Section 47-19.

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Return To:
Candace V. Fay
118 Coalpit Hill Rd
Danbury, CT 06810



INSTR # 2018008975
VOL 8727 PG 171
RECORDED 08/17/2018 02:46:54 PM
RICHARD A. MCQUAID
TOWN CLERK NORWALK CT

ASSIGNMENT AND ASSUMPTION OF LEASE AND SECURITY DEPOSIT

This Assignment and Assumption of Lease ("Assignment") made as of the 3rd day of August, 2018 by and between KOMI Ventures, LLC ("Assignor") and Milligan Real Estate, LLC, provides:

Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, without recourse or warranty, all of Assignor's right, title and interest, as landlord, in, to and under that certain Lease Agreement for real property known as 23 Isaac Street, Norwalk, Connecticut ("Premises"), the notice of which is annexed hereto as Schedule A, together with (i) all security deposits and advance rentals made under the Rental Agreement, (ii) rents attributable to any period after the date hereof, and (iii) deposits, guarantees, letters of credit and other security held by Assignor with respect to the Rental agreement (collectively, the "Security"). Assignor hereby certifies that:

1. Assignee has been provided a true and accurate compilation of all leases or rental agreements of any portion of the Premises as of the date of this Assignment;
2. No tenant has rights in the Premises other than as tenant, and without limitation has no option to acquire the Premises, any part thereof or any interest therein; and
3. Each tenant holds its tenancy solely pursuant to the agreement or agreements, true and complete copies of which agreements were delivered to Assignee.

TO HAVE AND TO HOLD the Rental Agreement, together with all rights and privileges thereunto belonging, unto Assignee, its successors and assigns, for and during the remainder of the term of the Rental Agreement, subject, however, to the terms, covenants and provisions of the Rental Agreement.

Assignee hereby accepts the foregoing assignment and hereby assumes and agrees to perform, comply with and be subject to all of the terms, covenants and provisions of the Rental Agreement to be performed or complied with by Assignor and arising or accruing from and after the date hereof, but such assumption shall not relieve Assignor of any liability for any breach under the rental Agreement committed by Assignor prior to the date of this Assignment, and liability for any such breach shall continue to be an obligation of Assignor and shall not be assumed by Assignee.

Assignor does hereby for itself and its legal representatives, successors and assigns agree to indemnify, defend and save harmless Assignee and its legal representatives, successors and assigns, from and against any and all claims, costs, charges, expenses, losses and fees, including,



SCHEDULE A

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