

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Zodiac Title Services LLC
300 Broadhollow Road
Melville, NY 11747
Attn: Recording Dept.

WE HEREBY CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL.

RECORDED ON 2-25-13

INSTRUMENT NO. 2013-0121289

ORANGE COAST TITLE COMPANY

X [Signature]

2#104481

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**ASSIGNMENT OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF
ASSIGNMENT OF LEASES AND RENTS**

U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 ("Assignor"), whose address is c/o C-III Asset Management, LLC, 5221 N. O'Connor Blvd., Suite 600, Irving, Texas 75039, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, assigns, transfers, sets over and conveys to Everest Equity Partners, LLC, a Delaware limited liability company ("Assignee"), whose address is 1801 Century Park East #2400, Los Angeles, CA 90067-2326, all of Assignor's right, title and interest in and to that certain (a) Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 25, 2004 (the "Deed of Trust") executed by Montgomery Field Associates, L.P., a California limited partnership ("Borrower") for the benefit of CDC Mortgage Capital Inc., a New York corporation ("Original Lender") recorded on October 25, 2004 as Document No. 2004-1008758 with the San Diego County Recorder's Office of the State of California (the "Official Records"), and (b) Assignment of Leases and Rents dated as of October 25, 2004, and recorded on October 25, 2004 as Instrument No. 2004-1008759 in the Official Records (the "Assignment of Rents"), together with all of Assignor's rights, title and interest in all other documents evidencing or securing the Deed of Trust and the Assignment of Rents. The real property subject to the Deed of Trust and Assignment of Rents is located in San Diego County, California, and is more particularly described in Exhibit 1 attached hereto and incorporated herein.

This Assignment of Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents ("Assignment") is being made without recourse, representation or warranty, express or implied, except as otherwise expressly set forth in that certain Loan Sale Agreement, dated as of February

15, 2013 (the "Purchase Agreement") by and between Assignor and Assignee. By its acceptance of this Assignment, Assignee acknowledges and agrees that it is not relying presently and shall not be entitled to rely in the future on any representation or warranty of Assignor except as expressly set forth in the Purchase Agreement. This Assignment shall inure to the benefit of the respective successors and assigns of Assignor and Assignee, and shall be binding upon the respective successors and assigns of Assignor and Assignee.

TO HAVE AND TO HOLD the same unto Assignee, its legal representatives, successors and assigns forever.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of February 19, 2013.

ASSIGNOR:

U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9

By: C-III Asset Management LLC, a Delaware limited liability company, successor to Midland Loan Services, Inc., as General Special Servicer pursuant to that certain Pooling and Servicing Agreement dated February 1, 2005

By: Matthew Wood

Name: Matthew C. Wood

Title: Servicing Officer

ACKNOWLEDGMENT FOR ASSIGNOR

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on this 19th day of February, 2013, by Matthew Wood, as Servicing Officer of C-III Asset Management LLC, a Delaware limited liability company, as Special Servicer for U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 pursuant to that certain Pooling and Servicing Agreement dated as of February 1, 2005.

Cynthia Consolver Cynthia Consolver
Notary Public in and for said state

My Commission Expires: 7/30/2013

[SEAL]

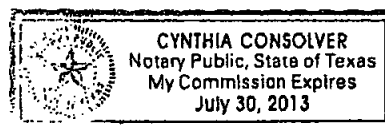


Exhibit I to Assignment

PARCEL A: (ASSESSOR'S PARCEL NO. 760-222-09)

THAT PORTION OF LOT 24 OF NEW RIVERSIDE, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 679, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 11, 1891, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 24; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH 89° 22' 05" WEST, 37.00 FEET TO THE POINT CUSP WITH A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY FORMING A PORTION OF JOHN J. MONTGOMERY DRIVE; THENCE ALONG THE BOUNDARY OF SAID DRIVE AS FOLLOWS:

NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 31.42 FEET; TANGENT TO SAID CURVE NORTH 00° 37' 55" WEST, 160.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY IN THE SOUTHERLY LINE OF GIBBS DRIVE; THENCE ALONG SAID SOUTHERLY LINE TANGENT TO SAID CURVE SOUTH 89° 22' 05" WEST, 678.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89° 22' 05" WEST, 550.57 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY FORMING A PORTION OF GLEN L. CURTIS DRIVE; THENCE ALONG THE BOUNDARY OF SAID DRIVE, LAST ABOVE REFERRED TO, AS FOLLOWS:

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 31.42 FEET; TANGENT TO SAID CURVE SOUTH 00° 37' 55" EAST, 160.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY IN THE SOUTHERLY LINE OF SAID LOT 24; THENCE ALONG SAID SOUTHERLY LINE, TANGENT TO SAID CURVE NORTH 89° 22' 05" EAST, 550.57 FEET TO A LINE WHICH BEARS SOUTH 00° 37' 55" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 37' 55" WEST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B: (ASSESSOR'S PARCEL NO. 760-222-10)

THAT PORTION OF LOT 24 OF NEW RIVERSIDE, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 679, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 11, 1891, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 24; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH 89° 22' 05" WEST, 37.00 FEET TO A POINT OF CUSP WITH THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY WITH THE WESTERLY LINE OF THE EASTERLY 17.00 FEET OF SAID LOT 24; THENCE ALONG SAID WESTERLY LINE, NORTH 00° 37' 55" WEST, 160.00 FEET TO THE BEGINNING OF A TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 31.42 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 89° 22' 05" WEST, 678.57 FEET; THENCE SOUTH 00° 37' 55" EAST 200.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 24; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89° 22' 05" EAST, 678.57 FEET TO THE TRUE POINT OF BEGINNING.

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Zodiac Title Services LLC
300 Broadhollow Road
Melville, NY 11747
Attn: Recording Dept.

WE HEREBY CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL.

RECORDED ON 2-25-13
INSTRUMENT NO. 2013-0121290

ORANGE COAST TITLE COMPANY

X [Signature]

2#104481

(Space above this line for Recorder's use)

ASSIGNMENT OF LOAN DOCUMENTS

1. Assignment. U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 ("Assignor"), for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, subject to the limitations and retained matters set forth in the Loan Sale Agreement (herein so referred to) by and between Assignor and Assignee, dated as of February 15 2013, including without limitation, Sections 6.1 and Section 7.2(b):

hereby sells, transfers, assigns, delivers, sets over and conveys to Everest Equity Partners, LLC, a Delaware limited liability company ("Assignee"), its successors and assigns, all right, title and interest of Assignor in and to the mortgage loan identified on Exhibit A attached hereto (the "Loan"), including without limitation all of Assignor's right, title and interest in any stock pledges, certificates of deposit, letters of credit, and any other collateral securing the Loan, including without limitation the documents and/or instruments set forth in Exhibit B attached to this Assignment. All items are delivered by Assignor without recourse, warranty or representation, express or implied, except to the extent (if any) expressly contained in, and then only to the extent (if any) expressly stated to survive, the Loan Sale Agreement.

2. Assignee's Release of Assignor, et al. Assignee, on its own behalf and on behalf of any person or entity claiming by, through or under Assignee (collectively, the "Purchaser Parties"), does hereby release and forever discharge Assignor and any predecessor, master servicer, primary servicer, special servicer (including, but not limited to, C-III Asset Management LLC), indenture trustee, certificate trustee, and each of their respective agents, employees, officers, directors, shareholders, representatives, attorneys, accountants, predecessors, successors and/or assigns (collectively, the "Releasees"), from any and all Claims (as defined below), whether such Claims are known or unknown, at law or in equity, arising out of or in any way related (directly,

indirectly, express or implied) to the Loan or the Loan Sale Agreement (the "Released Claims"). For purposes of this Assignment, "Claims" means any and all causes of action, suits, debts, liens, obligations, liabilities, claims, demands, damages, judgments, losses, orders, penalties, costs and expenses, including, without limitation, attorneys' fees, of any kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which all or any of the Purchaser Parties now own, hold, or claim to have, own, or hold, or at any time heretofore have had, owned, held or claimed to have had, owned, or held against any of the Releasees arising from, based upon, or related to any matter from the beginning of time to the date hereof, except any claims based on a breach or violation of the Loan Sale Agreement.

3. Unknown Claims. Assignee acknowledges that there is a risk that subsequent to the execution of this Assignment, Assignee may discover, incur, or suffer from Claims related to the Released Claims which were unknown or unanticipated at the time this Assignment is executed, including, without limitation, unknown or unanticipated Claims which, if known by Assignee on the date this Assignment is being executed, may have materially affected the Assignee's decision to execute this Assignment. Assignee acknowledges that Assignee is assuming the risk of such unknown and unanticipated Claims related to the Released Claims and agrees that this Assignment applies thereto. Assignee expressly waives the provisions of Section 1542 of the California Civil Code which Section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of February 14, 2013.

ASSIGNOR:

U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9

By: C-III Asset Management LLC, a Delaware limited liability company, successor to Midland Loan Services, Inc., as General Special Servicer pursuant to that certain Pooling and Servicing Agreement dated February 1, 2005

By: Matthew C Wood

Name: Matthew C Wood

Title: Servicing Officer

ACKNOWLEDGMENT FOR ASSIGNOR

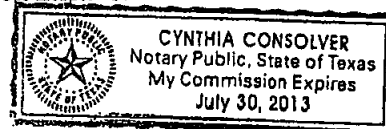
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 14th day of February, 2013, by Matthew C Wood, as Servicing Officer of C-III Asset Management LLC, a Delaware limited liability company, as Special Servicer for U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 pursuant to that certain Pooling and Servicing Agreement dated as of February 1, 2005.

Cynthia Consoliver, Notary Public in and for said state

My Commission Expires: 7/30/2013

[SEAL]



ASSIGNEE:

Everest Equity Partners, LLC, a Delaware limited liability company

By: Everest Equity Owner, LLC, a Delaware limited liability company

By: Mark H. Smith

Name: Mark H. Smith

Title: Manager

ACKNOWLEDGMENT FOR ASSIGNEE

State of California)

County of Los Angeles)

On February 19, 2013, before me, Stacy Song-Yi Han,

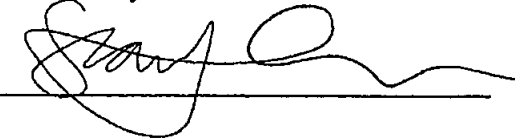
(insert name of notary)

Notary Public, personally appeared Mark H. Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Exhibit A to ASSIGNMENT OF LOAN DOCUMENTS

(i) Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated effective as of October 25, 2004 and filed for record on October 25, 2004, with the San Diego County Recorder's Office of the State of California as Instrument No. 2004-1008758 (as amended and/or restated, the "**Leasehold Deed of Trust**") encumbering the real property located at 8525-8665 Gibbs Drive & 8690 Aero Drive, San Diego, California 92123 as more particularly described in the Leasehold Deed of Trust (the "**Property**") as such Leasehold Deed of Trust is affected by an Assignment of Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents (the "**First Assignment**") by and between Ixis Real Estate Capital Inc. (formerly known as CDC Mortgage Capital Inc.) as Assignor and LaSalle Bank National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ5 as Assignee and recorded with said San Diego County Recorder's Office on October 14, 2005 as Instrument No. 2005-0892155 and as such Leasehold Deed of Trust is affected by an Assignment of Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents (the "**Second Assignment**") by and between Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 as Assignor and U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 as Assignee and recorded with said San Diego County Recorder's Office on September 6, 2012 as Instrument No. 2012-0536730; and (ii) Assignment of Leases and Rents, dated as of October 25, 2004, and filed for record with said San Diego County Recorder's Office as Instrument No. 2004-1008759 (as amended and/or restated, the "**Assignment of Leases**") as affected by the First Assignment and the Second Assignment.

Exhibit B to ASSIGNMENT OF LOAN DOCUMENTS

Non-Exhaustive List of Documents, Instruments, and other Collateral

(All documents that are dated are dated as of October 25, 2004, unless otherwise indicated)

1. Loan Agreement by and between CDC Mortgage Capital Inc., a New York corporation ("**Original Lender**") and Montgomery Field Associates, L.P., a California limited partnership ("**Borrower**")
2. Promissory Note executed by Borrower, as maker
3. Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated effective as of October 25, 2004 and filed for record on October 25, 2004, with the San Diego County Recorder's Office of the State of California as Instrument No. 2004-1008758
4. Assignment of Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents by and between Ixis Real Estate Capital Inc. (formerly known as CDC Mortgage Capital Inc.) as Assignor and LaSalle Bank National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ5 ("**LaSalle**") as Assignee and recorded with said San Diego County Recorder's Office on October 14, 2005 as Instrument No. 2005-0892155 and as such Leasehold Deed of Trust
5. Assignment of Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents by and between Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 as Assignor and U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-IQ9 ("**Noteholder**") as Assignee and recorded with said San Diego County Recorder's Office on September 6, 2012 as Instrument No. 2012-0536730
6. Assignment of Leases and Rents, dated as of October 25, 2004, and filed for record with said San Diego County Recorder's Office as Instrument No. 2004-1008759
7. Allonge dated February 2005 in favor of LaSalle.
8. Allonge (undated) in favor of Noteholder
9. Omnibus Assignment effective as of August 28, 2012

10. Deposit Account Agreement
11. Clearing Account Agreement
12. Consent and Subordination of Manager
13. Post Closing Agreement
14. Guaranty of Recourse Obligations made by Joseph Daneshgar in favor of Original Lender
15. UCC Financing Statement recorded on October 25, 2004 with the San Diego County Recorder's Office as Instrument Number 2004-1008760, as assigned to LaSalle on October 14, 2005 as Instrument Number 2005-0892156
16. UCC Financing Statement filed with the California Secretary of State on November 15, 2004 as File Number 04-7005985553, as assigned to LaSalle on September 28, 2005 as File Number 05-70431570, as continued on May 18, 2009 as File Number 09-71968509, as assigned to Noteholder on December 13, 2012 as File Number 12-73409140
17. UCC Financing Statement recorded on January 4, 2013 with the San Diego County Recorder's Office as Instrument Number 2013-0008499
18. Notice of Default and Election to Sell Under Deed of Trust recorded on November 16, 2012 with the San Diego County Recorder's Office as Instrument Number 2012-0716750