

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): September 10, 2008**

**ALLSTATE LIFE INSURANCE COMPANY**

(Exact name of Registrant as Specified in Charter)

**Illinois**  
(State or other  
jurisdiction of  
organization)

**0-31248**  
(Commission  
File Number)

**36-2554642**  
(IRS Employer  
Identification No.)

**3100 Sanders Road**  
**Northbrook, Illinois**  
(Address of Principal Executive Offices)

**60062**  
Zip

Registrant's telephone number, including area code: **(847) 402-5000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Section 1 – Registrant's Business and Operations**

**Item 1.01. Entry into a Material Definitive Agreement**

On September 10, 2008, the Registrant entered into two sale agreements with its parent, Allstate Insurance Company (AIC), pursuant to which the Registrant purchased certain commercial mortgages in the amount of \$613,303,354 and private placements in the amount of \$325,186,416 from AIC in accordance with the terms of the Sale Agreements attached hereto as Exhibits 10.1 and 10.2. These sales were in connection with revised asset allocations for the Registrant and AIC that resulted from strategic enterprise asset allocation reviews.

**Section 9 – Financial Statements and Exhibits**

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Sale Agreement between Allstate Insurance Company and Allstate Life Insurance Company, effective September 10, 2008 for those securities listed on attached Exhibit A.
10.2	Sale Agreement between Allstate Insurance Company and Allstate Life Insurance Company, effective September 10, 2008 for those mortgages listed on attached Exhibit A.

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ALLSTATE LIFE INSURANCE COMPANY**

By: /s/ Mary J. McGinn  
Name: Mary J. McGinn  
Title: Vice President and  
Assistant Secretary

Date: September 16, 2008

Allstate Life Insurance Company  
3075 Sanders Road  
Northbrook, IL 60062

Re: Sale Agreement for those Securities listed on Exhibit "A"

**Allstate Insurance Company** ("Seller") by this Sale Agreement hereby agrees to sell, assign, transfer and deliver to **Allstate Life Insurance Company** ("Purchaser") without recourse on September 10, 2008 (the "Settlement Date"), all of its rights, title and interest in, to and under those certain Securities listed on Schedule "A" attached hereto (collectively, the "Securities") and all claims (including "claims" as defined in the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), § 101(5)), suits, causes of action, and any other right of Seller, whether known or unknown, against any obligor or issuer, any guarantor of an issuer's obligations or any of their affiliates, agents, representatives, contractors, advisors, or any other entity that in any way is based upon, arises out of or is related to any of the foregoing, including, to the extent permitted under applicable law, all claims (including contract claims, tort claims, malpractice claims, and claims under any law governing the purchase and sale of, or indentures for, securities), suits, causes of action, and any other right of Seller against any attorney, accountant, financial advisor, or other entity arising under or in connection with the foregoing, in each case, solely to the extent related to the Securities (collectively, the "Claims"). In this Sale Agreement, an issuer may also be referred to as the "obligor".

1. In order to induce Purchaser to purchase the Securities, Seller hereby represents and warrants to Purchaser that:

(a) Seller is duly organized and validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation and has the corporate or other power and authority to enter into and perform its obligations under this Sale Agreement and to sell, assign, transfer and deliver to the Purchaser the Securities.

(b) This Sale Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, Seller, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(c) Seller is the legal, record and beneficial owner of the Securities. Seller has, and will have as of the Settlement Date, good and valid title to the Securities, free and clear of all liens, claims, security interests, defenses, rights of set-off, options or encumbrances of any kind ("Encumbrances"); and, upon delivery of such Securities and payment therefor pursuant hereto, good and valid title to such Securities, free and clear of all Encumbrances, will be transferred to Purchaser. The Securities are not subject to any prior sale, transfer, assignment or participation by Seller or any agreement by Seller to assign, convey, transfer or participate, in whole or in part.

(d) Seller's execution, delivery, and performance of this Sale Agreement, the sale and delivery of the Securities to be sold hereunder, and consummation of the transactions contemplated hereby will not result in a breach or violation of any provision of (i) Seller's organizational documents,

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(ii) any statute, law, writ, order, rule or regulation of any governmental authority applicable to Seller, (iii) any judgment, injunction, decree or determination applicable to Seller or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other instrument by which Seller may be bound or to which any of the assets of Seller are subject.

(e) Except for those necessary approvals already received by Purchaser, no consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency or other third party, is required for Seller's execution, delivery and performance of this Sale Agreement, the sale and delivery of the Securities being sold hereunder, or consummation of the transactions contemplated hereby.

(f) Seller has received no notice and has no actual knowledge that the Securities (i) were not duly authorized, executed, issued and delivered and (ii) do not now constitute valid and legally binding obligations of the obligor enforceable in accordance with their terms (except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles).

(g) At the Settlement Date, appropriate Bond Powers evidencing the transfer to Purchaser of the Securities will be executed by a person duly authorized to do so, will be lawfully delivered, and will be valid, binding and enforceable in accordance with the Bond Powers' terms.

(h) To the best of Seller's knowledge, there are no conditions or restrictions applicable to the Securities that would prohibit the assignment thereof to you. Seller knows of no reason that would prevent the Securities from being registered in your name or the name of your nominee subject to your providing the Issuer with any documentation required by the transfer agent with respect to the assignment of the Securities to you.

2. In order to induce Seller to sell the Securities, Purchaser hereby makes the following representations and warranties:

(a) Purchaser is duly organized and validly existing and in good standing under the laws and jurisdiction of its formation or incorporation, and has the corporate or other power and authority to purchase and hold the Securities and to enter into and perform its obligations under this Sale Agreement.

(b) This Sale Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, Purchaser, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principals.

(c) Purchaser's execution, delivery, and performance of this Sale Agreement, the purchase of the Securities to be purchased hereunder, and the consummation of the transactions contemplated hereby will not result in a breach of any provision of (i) Purchaser's organizational documents, (ii) and statute, law, writ, order, rule, or regulation of any governmental authority applicable to Purchaser, (iii) any judgment, injunction, decree or determination applicable to Purchaser, or (iv) any contract, indenture, mortgage, loan agreement, note, lease, or other instrument by which Purchaser may be bound or to which any of the assets of Purchaser are subject.

(d) Except for those necessary approvals already received, no consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency or other third party, is required for Purchaser's execution, delivery and performance of this Sale Agreement, the purchase of the Securities being purchased hereunder, or consummation of the transactions contemplated hereby.

(e) Purchaser (i) is a sophisticated entity that is an accredited investor within the meaning of Rule 501 under the Securities Act of 1933 (the "Act"), (ii) is able to bear the economic risk associated with the purchase of the Securities, (iii) has received such information as it deems necessary and appropriate to make an informed decision regarding the purchase of the Securities, (iv) has such knowledge and experience, and has made investment of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of investment of the type contemplated in this Sale Agreement.

(f) The Securities are being acquired for Purchaser's own account without any view to the "distribution" thereof within the meaning of the Act and Purchaser has no intention of distributing or reselling the Securities, or any part thereof, except in accordance with the Act and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

3. The sale, assignment and transfer of the Securities and the foregoing representations, warranties and agreements of each of Seller and Purchaser shall be deemed made on and at the date of Seller's transfer of the Securities to Purchaser or its nominee. Purchaser shall have no recourse against Seller, nor shall Seller incur any liability, for any misstatement (whether material or immaterial) or omission (whether negligent or otherwise) of any issuer or any of the other parties to the Securities (other than of Seller to the extent set forth herein).

4. Seller and Purchaser hereby agree that in consideration of the transfer to Purchaser by Seller of the Securities pursuant hereto, Purchaser, upon delivery to Purchaser of the Securities, together with duly authorized Bond Powers as appropriate to effect transfer, will pay to Seller by wire transfer of immediately available funds the amount determined in accordance with the attached Purchase Price Schedule in accordance with the payment wiring instructions set forth on the Purchase Price Schedule (or such other account of Seller as Seller may direct). Settlement will take place pursuant to the following instructions: Seller will cause its clearing bank to deliver the Securities and Bond Powers to the following institution:

**ALLSTATE LIFE INSURANCE COMPANY**

c/o Citibank, N.A.

333 West 34<sup>th</sup> Street, 3<sup>rd</sup> Floor Securities Vault

New York, New York 10001

Attention: Danny Reyes

For Allstate Life Insurance Company/Safekeeping Account No. 846627

(or such other account of Purchaser as Purchaser may direct)

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5. From and after the date hereof, each of Purchaser and Seller covenants and agrees to execute and deliver all such agreements, instruments and documents and to take all such further actions as the other party may reasonably request from time to time (at the requesting party's expense) to carry out the intent and purposes and to consummate the transactions contemplated hereby and to fully effect the transfer of the Securities to Purchaser.

6. If at any time after the closing of the transactions contemplated hereby, Seller receives any payment or other distributions of cash (including principal, interest, or premium), notes, securities, or other property (including collateral) or proceeds under or in respect of the Securities (a "Distribution"), Seller shall (i) accept and hold the Distribution for the account and sole benefit of Purchaser, (ii) have no equitable or beneficial interest in the Distribution, and (iii) promptly deliver the Distribution to Purchaser in accordance with the wiring instructions set forth below (free of any withholding, setoff, recoupment, or deduction of any kind except as required by law).

7. Both parties shall maintain the confidentiality of the terms of this transaction unless otherwise required by law or regulatory authority (including, without limitation, the National Association of Insurance Commissioners), except that the parties may disclose the terms of the transaction to respective attorneys, accountants, and other advisors.

8. The respective agreements, representations, warranties and other statements of Seller and Purchaser set forth in or made pursuant to this Sale Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of Purchaser or Seller or any of their respective partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities sold hereunder.

9. This Sale Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS SALE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SALE AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

10. This Sale Agreement will inure to the benefit of and be binding upon the parties hereto, and in each case their respective successors, and no other person will have any right or obligation hereunder.

11. The invalidity or unenforceability of any section, paragraph or provision of this Sale Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Sale Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made changes (and only such changes) as are necessary to make it valid and enforceable.

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12. This Sale Agreement constitutes the entire agreement of the parties to this Sale Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Sale Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Sale Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.

**Allstate Insurance Company**

By: /s/ Breege Farrell  
 Name: Breege Farrell  
 Title: Authorized Signatory

By: /s/ Patricia Wilson  
 Name: Patricia Wilson  
 Title: Authorized Signatory

Accepted and Agreed this 10th day of September, 2008.

**Allstate Life Insurance Company**

By: /s/ David A. Walsh  
 Name: David A. Walsh  
 Title: Authorized Signatory

By: /s/ Mark Cloghessy  
 Name: Mark Cloghessy  
 Title: Authorized Signatory

**Purchase Price Schedule**

**Seller's Wiring Instructions**

**Bank:** Citibank  
**ABA#:** 021000089  
**Account Name:** Allstate Insurance Company Collection Account  
**Account#:** 30546979

The Purchase Price for each respective security listed on Schedule "A" shall be the "Evaluated Bid" price at the end of day market close on the day before Settlement, as furnished (absent manifest error) to the parties hereto by Interactive Data Pricing and Reference Data, Inc., plus accrued interest to, but not including, the Settlement Date.

**Exhibit A**

DEPT	Acct/Book	CUSIP	Description	Maturity Date	Coupon Rate	NAIC Rating	Schedule	Par Value as of 9/10/2008	Price	Fair Value as of 9/10/2008
	Asset Type >>		ALLIANCE DATA							
PP	CORPUSPVT	018581A*9	SYSTEMS CORP. SR UNSEC. NOTES 3-YR	5/16/2009	6.00		2 D	10,000,000	99.8852	9,988,517
	Asset Type >>		BORAL LTD/BORAL				Schedule			
PP	CORPFRNPVT	09951#AE6	USA GTD SR NTS	5/9/2015	5.42		2 D	5,000,000	88.3153	4,415,764
	Asset Type >>		BROWN & BROWN INC				Schedule			
PP	CORPUSPVT	115236A*2	SER. A SR NTS	9/15/2011	5.57		2 D	5,000,000	97.8210	4,891,049
	Asset Type >>		CALAMOS HOLDINGS				Schedule			
PP	CORPUSPVT	12811#AA8	5.24% SR NTS	4/29/2011	5.24		2 D	5,000,000	96.8463	4,842,314
	Asset Type >>		CARDINALS				Schedule			
PF	CORPUSPVT	14155#AA8	BALLPARK LLC SR SECD NTS	9/30/2027	5.72		1 D	4,637,661	97.4336	4,518,639
	Asset Type >>		CENTERPOINT				Schedule			
PP	CORPUSPVT	151895B*9	PROPERTIES TR. SER B	6/15/2013	6.16		2 D	5,000,000	96.0417	4,802,087
	Asset Type >>		CLARION LION				Schedule			
PP	CORPUSPVT	18055#AC6	PROPERTIES FUND HOLD. SER C SR NTS	8/23/2015	5.22		1 D	5,000,000	91.3680	4,568,400
	Asset Type >>		DC ARENA LP				Schedule			
PF	CORPUSPVT	23307*AC6		11/30/2023	6.56		2 D	5,000,000	94.8176	4,740,882

PP	Asset Type >> CORPUSPVT	251526E*6	FINANCIAL FEDERAL CREDIT INC. / DB PERFORMANCE-LINKED NOTE 5-YEAR GENERAL ELECTRIC CAPITAL CORP. / DIAMOND SENIOR LIVING LLC SR UNSEC	5/17/2011	3.33		1 Schedule D	5,000,000	92.9470	4,647,350
PP	Asset Type >> CORPUSPVT	252737AB7	GTD NTS	9/12/2011	5.40		1 D	5,000,000	101.6342	5,081,710
PP	Asset Type >> CORPUSPVT	31746*BD5	FINANCIAL FEDERAL CREDIT SER A SR NTS FORMOSA UTILITY VENTURE SR SECD	5/2/2010	4.98		2 D	5,000,000	97.4563	4,872,816
PP	Asset Type >> CORPUSPVT	34640#AA9	NTS	10/15/2018	7.20		2 D	8,000,000	103.3923	8,271,384
PP	Asset Type >> CORPUSPVT	36849#AA3	SHELL CHEMICAL LP/GEISMAR TR 5.83% SEC. NTS	1/2/2020	5.83		1 D	4,574,120	100.8416	4,612,615
PP	Asset Type >> CORPUSPVT	42726#AA9	HERITAGE OPERATING SENIOR NOTES	6/30/2011	8.55		2 D	600,000	105.7000	634,200
PP	Asset Type >> CORPUSPVT	44440*AC0	RAYTHEON/HUGHES AIR/AURORA IRE - SB KIRBY CORP FLOAT	9/30/2012	10.36		2 D	856,377	107.5996	921,458
PP	Asset Type >> CORPUSPVT	497266A@5	RATE NTS	2/28/2013	3.15		2 D	5,000,000	93.4460	4,672,300
PP	Asset Type >> CORPUSPVT	521615AA2	LEA POWER PARTNERS 2033	6/15/2033	6.60		2FE D	5,000,000	87.6218	4,381,090
PP	Asset Type >> CORPFRNPVT	52605#AA4	LEND LEASE (US) CAPITAL INC. SER A GTD SR NTS	10/12/2012	5.49		2FE D	7,000,000	89.9892	6,299,241
PP	Asset Type >> CORPUSPVT	54600@AL3	LOUIS DREYFUS CORP SR UNSEC NTS SER. A	12/17/2009	5.10		2 D	7,000,000	98.7668	6,913,678
PP	Asset Type >> CORPUSPVT	58505@AA4	MEDTRONIC INC. (UNITED STATES) 2013	2/15/2013	5.60		1 D	3,030,414	101.8551	3,086,633
PP	Asset Type >> CORPUSPVT	58506@AA3	MEDTRONIC INC. (UNITED STATES) 2012	12/30/2012	5.60		1 D	3,183,169	101.8529	3,242,150
PP	Asset Type >> CORPUSPVT	597334A@0	AETNA/MIDDLETOWN CTL	7/14/2010	4.04		1 D	2,123,218	97.9222	2,079,102
PP	Asset Type >> CORPUSPVT	63250@AC7	NATIONAL AMUSEMENTS INC. SER B SR NTS DUE 2010	12/19/2010	5.07		2 D	10,000,000	97.0605	9,706,046
PP	Asset Type >> CORPUSPVT	65473QA*4	NISOURCE FINANCE CORP. 5.21% SERIES A SR NTS	11/28/2012	5.21		2 D	15,000,000	95.5619	14,334,283

DEPT	Acct/Book	CUSIP	Description	Maturity Date	Coupon Rate	NAIC Rating	Schedule	Par Value as of 9/10/2008	Price	Fair Value as of 9/10/2008
PP	Asset Type >> CORPUSPVT	74986@AD3	RREEF AMERICA REIT II SER. A SR NTS	6/13/2015	5.06		1 D	5,000,000	90.8320	4,541,601
PP	Asset Type >> CORPUSPVT	758750A@2	REGAL-BELOIT CORP. SENIOR NOTES SERIES B	8/23/2017	3.34		2 D	7,000,000	88.5040	6,195,280
PP	Asset Type >> CORPUSPVT	758932G@0	REGIS CORP FLOAT. RATE SER 2005-B TRANCHE 1	3/31/2013	3.32		3 D	10,000,000	87.2590	8,725,900
PP	Asset Type >> CORPFRNPVT	759470A@6	RELIANCE INDUSTRIES LTD (INDIA) SERIES B	9/18/2018	6.61		2 D	10,000,000	94.6101	9,461,014
PP	Asset Type >> CORPUSPVT	78402*AA8	PPG INDUSTRIES / SC LEASING LLC SR SECD GTD NTS 5.20% DUE 2022	12/31/2022	5.20		1 D	3,141,206	97.2347	3,054,342
PP	Asset Type >> CORPUSPVT	79603#AL5	SAMSON INV CO FLOAT RATE SER 2005-C	5/24/2012	2.91		2 D	7,000,000	93.2430	6,527,010
PP	Asset Type >> CORPUSPVT	84861#AA6	SPIRITS OF ST. LOUIS BASKETBALL CLUB	12/31/2021	6.09		2 D	4,121,002	96.9191	3,994,037
PP	Asset Type >> CORPUSPVT	87305QBU4	TTX COMPANY SR UNSECD NTS	6/1/2014	5.63	2FE	D	10,000,000	99.6427	9,964,272
PP	Asset Type >> CORPUSPVT	88031VAA7	TENASKA GATEWAY	12/31/2023	6.05	2FE	D	14,398,564	97.6440	14,059,334
PP	Asset Type >> CORPUSPVT	90781#AC6	UNION PACIFIC RAILROAD LEASE-BACKED NOTES 2007-2	7/30/2012	5.51		1 D	1,131,209	100.7091	1,139,230
PP	Asset Type >> CORPUSPVT	908594AB0	UNION TANK CAR SR UNSEC. NTS DUE 2019	6/1/2019	5.64		1 D	10,000,000	102.1150	10,211,500
PP	Asset Type >> CORPUSPVT	908594AC8	UNION TANK CAR CO. SR NTS	5/15/2020	4.71		1 D	5,000,000	95.9928	4,799,641
PP	Asset Type >> CORPUSPVT	92203#AK4	VANGUARD GROUP INC SR	9/1/2009	7.67		1 Schedule	5,000,000	101.0510	5,052,552

	CORPUSPVT		SECD NTS SER I				D				
	Asset Type >>		WEST PHARMACEUTICAL				Schedule				
PP	CORPFRNPVT	955306A*6	SRVS FLOAT. SER A SR NTS	7/28/2012	3.71		2 D	5,000,000	94.4525	4,722,625	
	Asset Type >>		WURTH GROUP OF NORTH				Schedule				
PP	CORPFRNPVT	98259@AA8	AMERICA GTD SR NTS	9/23/2011	5.06		1 D	5,250,000	99.8783	5,243,610	
	Asset Type >>		CANADIAN PACIFIC RAILWAY				Schedule				
PP	CORPZEROPVT	C1466#AA6	SR SECD NTS	3/3/2024	5.41		2 D	6,315,708	91.1398	5,756,126	
	Asset Type >>		FREEMAN DECORATING CO.				Schedule				
PP	CORPFRNPVT	C8854*AA5	SER A SR NTS	6/28/2011	5.75		2 D	5,000,000	99.5316	4,976,578	
	Asset Type >>		FRITZ DRAXLMAIER GMBH &				Schedule				
PP	CORPFRNPVT	D2736#AB5	CO SER B SR NTS	4/7/2009	4.74		3 D	5,000,000	98.2510	4,912,548	
	Asset Type >>		ELECTRICITY SUPPLY				Schedule				
PP	CORPFRNPVT	G2978#AC7	BOARD SER. C DUE 2015	12/15/2015	5.19		1 D	13,000,000	97.1362	12,627,709	
	Asset Type >>		ELECTRICITY SUPPLY				Schedule				
PP	CORPFRNPVT	G2978#AD5	BOARD SER D DUE 2018	12/15/2018	5.39		1 D	7,000,000	94.0341	6,582,390	
	Asset Type >>		ICAP PLC (UK) SER B GTD				Schedule				
PP	CORPFRNPVT	G4859#AB9	SUB NTS	6/28/2015	5.84		2 D	5,000,000	91.5743	4,578,716	
	Asset Type >>		PRICewaterhouseCOOPERS LLP/LIFEGUARD				Schedule				
PP	CORPFRNPVT	G5924#AA9	YR TERM LOAN	7/25/2011	3.68		1 D	5,000,000	97.3110	4,865,550	
	Asset Type >>		BOEING (SEA LAUNCH)				Schedule				
PP	CORPFRNPVT	G7943#AA2	FLOAT RATE GTD SR NTS	7/12/2015	3.24		1 D	5,000,000	93.5305	4,676,525	
	Asset Type >>		YULE CATTO 7.66% SR. NTS.				Schedule				
PP	CORPFRNPVT	G9881#AA2	DUE 9/08/2010	9/8/2010	7.66		3 D	3,333,333	99.2870	3,309,566	

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DEPT	Acct/Book	CUSIP	Description	Maturity Date	Coupon Rate	NAIC Rating	Schedule	Par Value as of 9/10/2008	Price	Fair Value as of 9/10/2008
PP	Asset Type >>		MONDADORI INT'L				Schedule			
PP	CORPFRNPVT	L6466#AA5	S.A. DUE 2013	12/18/2013	5.42		2 D	10,000,000	90.4047	9,040,472
PP	Asset Type >>		MONDADORI INT'L				Schedule			
PP	CORPFRNPVT	L6466#AB3	S.A. DUE 2015	12/18/2015	5.57		2 D	5,000,000	86.9794	4,348,972
	Asset Type >>		SHV NEDERLAND B.V. SER. A GTD SR				Schedule			
PP	CORPFRNPVT	N7660#AE7	NTS	6/28/2009	5.17		2 D	1,000,000	99.5726	995,726
	Asset Type >>		SHV NEDERLAND B.V. SER. B GTD. SR.				Schedule			
PP	CORPFRNPVT	N7660#AF4	NTS	6/28/2011	5.68		2 D	5,000,000	100.5407	5,027,037
	Asset Type >>		SHV NEDERLAND B.V. SER. C GTD. SR.				Schedule			
PP	CORPFRNPVT	N7660#AG2	NTS	6/28/2014	6.19		2 D	1,000,000	101.9086	1,019,086
	Asset Type >>		SEMPRA COMMODITIES CREDIT LINKED				Schedule			
PP	CORPFRNPVT	N7891#AE8	NOTES	5/5/2009	3.38		2 D	5,000,000	99.2055	4,960,275
	Asset Type >>		WURTH FINANCE INTL BV GTD SR				Schedule			
PP	CORPUSPUB	N9684*AA7	NTS	9/23/2011	5.06		1 D	1,750,000	99.8783	1,747,870
	Asset Type >>		CONSOLIDATED PRESS (FINANCE)				Schedule			
PP	CORPCDAPVT	Q2759#AJ6	LIMITED 2012	4/29/2012	4.93		2 D	5,000,000	94.6022	4,730,112
	Asset Type >>		TABCORP HOLDINGS LTD (AUSTRALIA) SER				Schedule			
PP	CORPZEROPVT	Q8815#AA4	A GTD SR NTS	12/21/2014	5.27		2 D	1,666,667	96.1241	1,602,068
	Asset Type >>		TABCORP HOLDINGS LTD (AUSTRALIA) SER				Schedule			
PP	CORPZEROPVT	Q8815#AB2	B GTD SR NTS	12/21/2016	5.42		2 D	3,333,333	92.8892	3,096,308
	Asset Type >>		TRANSURBAN FINANCE CO. SER.				Schedule			
PF	CORPFRNPVT	Q9194#AB1	2004-1 TR. B SR NTS	12/7/2016	5.17	1FE	D	2,500,000	91.1746	2,279,365
	Asset Type >>		SANDVIK AB UNSECURED				Schedule			
PP	CORPZEROPVT	W7468#AD3	NOTES 12 YEAR	6/28/2019	6.10		1 D	10,000,000	98.3776	9,837,761
								<b>338,945,981</b>		<b>325,186,416</b>

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Allstate Life Insurance Company  
3075 Sanders Road  
Northbrook, IL 60062

Re: Sale Agreement for those Mortgages listed on Exhibit "A"

**Allstate Insurance Company** ("Assignor") by this Assignment Agreement hereby sells, assigns, transfers and delivers to **Allstate Life Insurance Company** ("Assignee") on September 10<sup>th</sup> 2008, (the "Settlement Date"), without recourse, all of its rights, title and interest in, to and under those certain securities, mortgage notes and mortgages (and related Claims, if any) with all accrued but unpaid interest thereon as listed on Schedule "A" attached hereto, specifically including but not by way of limitation, promissory notes or other evidences of indebtedness (specifically including participations therein) secured in whole or part by mortgages, deeds of trust, trust indentures, assignments of rents or any other form of lien or security interest therein, and further including specifically, but not by way of limitation, all title policies, letters of credit, escrow accounts, insurance policies and any security interest in personal property given to secure the debt obligation secured by the respective mortgage transaction (collectively, the "Mortgages") along with all claims (including "claims" as defined in the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), § 101(5)), guaranties, suits, causes of action, and any other rights of Assignor, whether known or unknown, against any obligor or issuer, any guarantor of an issuer's obligations or any of their affiliates, agents, representatives, contractors, advisors, or any other entity or person that in any way is based upon, arises out of, or is related to any of the foregoing, including, to the extent permitted under applicable law, all claims (including contract claims, tort claims, malpractice claims, and claims under any law governing the purchase and assignment of, or indentures for, securities or debt obligations), suits, causes of action, and any other right of Assignor against any attorney, accountant, financial advisor, appraiser, engineer or architect, or other person or entity arising under or in connection with the foregoing, in each case, solely to the extent related to the Mortgages (collectively, the "Claims"). In this Assignment Agreement, an issuer may also be referred to as the "obligor".

Allstate Life Insurance Company hereby purchases and accepts assignment and delivery of the Mortgages and related Claims for the purchase price indicated in column captioned, "Market Value" of Schedule "A" attached hereto, plus accrued but unpaid interest as set forth in the column captioned, "Accrued Interest" of Schedule "A" attached hereto.

1. Assignor hereby represents and warrants to Assignee that:

(a) Assignor is duly organized and validly existing and in good standing under the laws of Illinois and has the corporate or other power and authority to enter into and perform its obligations under this Assignment Agreement and to assign, transfer and deliver to the Assignee the Mortgages.

(b) This Assignment Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, Assignor, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(c) Assignor is the legal, record and beneficial owner of the Mortgages. Assignor has, and will have as of the Settlement Date, good and valid title to the Mortgages, free and clear of all liens, claims, security interests, defenses, rights of set-off, options or encumbrances of any kind ("Encumbrances") except encumbrances set forth as exclusions or exceptions to coverage in the title policy insuring lender's interest in the real estate which secures the mortgage or other evidence of indebtedness and, upon delivery of such Mortgages good and valid title to such Mortgages, free and clear of all Encumbrances, will be transferred to Assignee. The Mortgages are not subject to any prior Assignment, transfer, assignment or participation by Assignor or any agreement by Assignor to assign, convey, transfer or participate, in whole or in part.

(d) Assignor's execution, delivery, and performance of this Assignment Agreement, the assignment and delivery of the Mortgages to be assigned hereunder, and consummation of the transactions contemplated hereby will not result in a breach or violation of any provision of (i) Assignor's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any governmental authority applicable to Assignor, (iii) any judgment, injunction, decree or determination applicable to Assignor or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other instrument by which Assignor may be bound or to which any of the assets of Assignor are subject.

(e) No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency or other third party, is required for Assignor's execution, delivery and performance of this Assignment Agreement, the Assignment and delivery of the Mortgages being assigned hereunder, or consummation of the transactions contemplated hereby.

(f) Assignor has received no notice and has no actual knowledge that the Mortgages (i) were not duly authorized, executed, issued and delivered and (ii) do not now constitute valid and legally binding obligations of the obligor enforceable in accordance with their terms (except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles).

(g) At the Settlement Date, appropriate (i) allonges (or endorsements without recourse) for each promissory note or other mortgage debt obligation will be provided and attached to such promissory note or mortgage debt obligation, and (ii) assignments of the mortgages in recordable form, each evidencing the transfer to Assignee of the respective Mortgage, will be executed by person(s) duly authorized to do so, will be lawfully delivered, and will be valid, binding and enforceable in accordance with the terms thereof.

(h) To the best of Assignor's knowledge, there are no conditions or restrictions applicable to the Mortgages that would prohibit the assignment thereof to the Assignee. Assignor knows of no reason that would prevent the Mortgages from being registered in the Assignee's name or the name of Assignee's nominee, subject to complying with the respective recording requirement and payment of recording fees.

2. Assignee hereby makes the following representations and warranties:

(a) Assignee is duly organized and validly existing and in good standing under the laws and jurisdiction of Illinois, and has the corporate or other power and authority to accept delivery and hold the Mortgages and to enter into and perform its obligations under this Assignment Agreement.



(b) This Assignment Agreement has been duly authorized, executed and delivered by, and is a valid and binding agreement of, Assignee, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principals.

(c) Assignee's execution, delivery, and performance of this Assignment Agreement, the acceptance of the Mortgages to be assigned hereunder, and the consummation of the transactions contemplated hereby will not result in a breach of any provision of (i) Assignee's organizational documents, (ii) and statute, law, writ, order, rule, or regulation of any governmental authority applicable to Assignee, (iii) any judgment, injunction, decree or determination applicable to Assignee, or (iv) any contract, indenture, mortgage, loan agreement, note, lease, or other instrument by which Assignee may be bound or to which any of the assets of Assignee are subject.

(d) No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency or other third party, is required for Assignee's execution, delivery and performance of this Assignment Agreement, the assignment of the Mortgages being assigned hereunder, or consummation of the transactions contemplated hereby.

(e) Assignee (i) is a sophisticated entity that is an accredited investor within the meaning of Rule 501 under the Securities Act of 1933 (the "Act"), (ii) is able to bear the economic risk associated with the Mortgages, (iii) has received such information as it deems necessary and appropriate to make an informed decision regarding the acquisition of the Mortgages, (iv) has such knowledge and experience, and has made investment of a similar nature, so as to be aware of the risks and uncertainties inherent in the investment of the type contemplated in this Assignment Agreement.

(f) The Mortgages are being acquired for Assignee's own account without any view to the "distribution" thereof within the meaning of the Act and Assignee has no intention of distributing or reselling the Mortgages, or any part thereof, except in accordance with the Act and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

3. The assignment and transfer of the Mortgages and the foregoing representations, warranties and agreements of each of Assignor and Assignee shall be deemed made on and at the date of Assignor's transfer of the Mortgages to Assignee or its nominee. Assignee shall have no recourse against Assignor, nor shall Assignor incur any liability, for any misstatement (whether material or immaterial) or omission (whether negligent or otherwise) of any issuer or any of the other parties to the Mortgages (other than of Assignor to the extent set forth herein).

4. Seller and Purchaser hereby agree that in consideration of the transfer to Purchaser by Seller of the Mortgages pursuant hereto, Purchaser, upon delivery to Purchaser of the Mortgages with endorsements or allonges as described in section 1 (g) hereof as appropriate to effect transfer of the Mortgages, will pay to Seller by wire transfer of immediately available funds the amount determined in accordance with the attached Purchase Price Schedule in accordance with the payment wiring instructions set forth on the Purchase Price Schedule (or such other account of Seller as Seller may direct). Settlement will take place pursuant to the following instructions: Assignor will cause its clearing bank to deliver the Mortgages to the following institution:

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**ALLSTATE LIFE INSURANCE COMPANY**

c/o Citibank, N.A.

333 West 34<sup>th</sup> Street, 3<sup>rd</sup> Floor Securities Vault

New York, New York 10001

Attention: Danny Reyes

For Allstate Life Insurance Company / Safekeeping Account No. 846627

(or such other delivery to Assignee as Assignee may reasonably direct) and Assignee, upon delivery of the Mortgages (with allonges or endorsements as provided in Section 1(g) hereof), will pay to Assignor by wire transfer of immediately available funds the amount indicated on the Purchase Price Schedule.

5. From and after the date hereof, Assignor covenants and agrees to execute and deliver all such agreements, instruments and documents or modifications such as (but not by way of limitation) assignments, U.C.C. filings of Assignment or modification, and to take all such further actions as the other party may reasonably request from time to time (at the requesting party's expense) to carry out the intent and purposes and to consummate the transactions contemplated hereby and to fully effect the transfer of the Mortgages and all interests held by Assignor therein to the Assignee.

6. If at any time after the closing of the transactions contemplated hereby, Assignor receives any payment or other distributions of cash (including principal, interest, or premium), notes, securities, or other property (including collateral) or proceeds (including insurance proceeds) under or in respect of the Mortgages (a "Distribution"), Assignor shall (i) accept and hold the Distribution for the account and sole benefit of Assignee, (ii) have no equitable or beneficial interest in the Distribution, and (iii) promptly deliver the Distribution to Assignee in accordance with the wiring instructions set forth below (free of any withholding, setoff, recoupment, or deduction of any kind except as required by law).

7. The respective agreements, representations, warranties and other statements of Assignor and Assignee set forth in or made pursuant to this Assignment Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of Assignee or Assignor or any of their respective partners, officers or directors or any controlling person, as the case may be, and will survive delivery of the Securities assigned hereunder.

8. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

9. This Assignment Agreement will inure to the benefit of and be binding upon the parties hereto, and in each case their respective successors, and no other person will have any right or obligation hereunder.

10. The invalidity or unenforceability of any section, paragraph or provision of this Assignment Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Assignment Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made changes (and only such changes) as are necessary to make it valid and enforceable.

11. This Assignment Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.

**Allstate Insurance Company, Assignee**

By: /s/ Breege Farrell  
 Name: Breege Farrell  
 Title: Authorized Signatory

By: /s/ Patricia Wilson  
 Name: Patricia Wilson  
 Title: Authorized Signatory

Accepted and Agreed this 10th day of September, 2008.

**Allstate Life Insurance Company, Assignee**

By: /s/ David A. Walsh  
 Name: David A. Walsh  
 Title: Authorized Signatory

By: /s/ Mark Cloghessy  
 Name: Mark Cloghessy  
 Title: Authorized Signatory

**Purchase Price Schedule**

**Seller's Wiring Instructions**

**Bank:** Citibank  
**ABA #:** 021000089  
**Account Name:** Allstate Insurance Company Collection Account  
**Account #:** 30546952

The Purchase Price for each respective Mortgage listed on Schedule "A" shall be the amount specified in the column captioned "Market Value" on Schedule "A", plus accrued interest to, but not including the Settlement Date specified in the column captioned "Accrued Interest" on Schedule "A".

**Exhibit A**

DEPT	Acct/Book	CUSIP	Description	Maturity Date	Coupon Rate	NAIC Rating	Schedule	Principal Amount as of 9/10/2008	Price	Fair Value as of 9/10/2008
CMTG	Asset Type >> COMMLOAN	001070080	Park & Commerce Centre	3/1/2012	7.72	NA	Schedule B	1,344,842	103.4066	1,390,656
CMTG	Asset Type >> COMMLOAN	001070090	Mayfair Centre	3/1/2012	7.72	NA	Schedule B	551,730	103.4066	570,526
CMTG	Asset Type >> COMMLOAN	001070100	200 W. Highway 114	8/1/2010	7.25	NA	Schedule B	6,385,538	100.0000	6,385,538
CMTG	Asset Type >> COMMLOAN	001223740	Hamden Plaza	3/1/2014	5.30	NA	Schedule B	8,470,927	98.2414	8,321,959
CMTG	Asset Type >> COMMLOAN	001223930	Darien Towne Center	6/1/2010	4.65	NA	Schedule B	10,000,000	98.3765	9,837,646
CMTG	Asset Type >> COMMLOAN	001223970	Stony Creek Marketplace	1/1/2011	4.77	NA	Schedule B	14,162,000	97.7574	13,844,404

CMTG	Asset Type >> COMMLOAN	001223990	Cargill Buildings	2/10/2011	5.17	NA	Schedule B	10,000,000	101.0459	10,104,592
CMTG	Asset Type >> COMMLOAN	001224020	Chestnut Apartments	2/1/2009	4.19	NA	Schedule B	9,750,000	98.6334	9,616,755
CMTG	Asset Type >> COMMLOAN	001224100	Plaza At Robinson Town Centre	2/1/2014	5.25	NA	Schedule B	7,435,701	96.5363	7,178,150
CMTG	Asset Type >> COMMLOAN	001224140	Town & Country	9/1/2014	5.15	NA	Schedule B	13,690,318	96.7646	13,247,379
CMTG	Asset Type >> COMMLOAN	001224180	Dermody - Las Vegas	5/1/2014	5.08	NA	Schedule B	18,686,852	97.0852	18,142,163
CMTG	Asset Type >> COMMLOAN	001224290	221 Main Street	9/1/2014	5.10	NA	Schedule B	6,840,899	96.1273	6,575,968
CMTG	Asset Type >> COMMLOAN	001224330	Wells Fargo Office	6/1/2011	4.39	NA	Schedule B	2,381,719	95.2802	2,269,306
CMTG	Asset Type >> COMMLOAN	001224340	2301 Maitland Center Parkway	6/1/2011	4.39	NA	Schedule B	4,479,053	95.5171	4,278,263
CMTG	Asset Type >> COMMLOAN	001224480	One Financial Plaza	6/1/2009	4.30	NA	Schedule B	8,512,060	98.5700	8,390,336
CMTG	Asset Type >> COMMLOAN	001224580	Brook 35 Plaza	7/1/2014	5.46	NA	Schedule B	6,841,830	98.4589	6,736,393
CMTG	Asset Type >> COMMLOAN	001224620	Crate & Barrel	5/1/2014	5.14	NA	Schedule B	4,525,000	94.9530	4,296,622
CMTG	Asset Type >> COMMLOAN	001224630	Oak Brook Executive Center	6/1/2011	4.66	NA	Schedule B	15,000,000	96.0073	14,401,088
CMTG	Asset Type >> COMMLOAN	001224660	Countryside Shopping Center	2/1/2019	5.62	NA	Schedule B	7,632,400	94.1474	7,185,702
CMTG	Asset Type >> COMMLOAN	001224680	Providence Square SC	7/1/2011	4.89	NA	Schedule B	12,700,000	97.5293	12,386,217
CMTG	Asset Type >> COMMLOAN	001224690	Andersen Windows	8/10/2019	5.62	NA	Schedule B	4,306,270	96.6391	4,161,540
CMTG	Asset Type >> COMMLOAN	001225050	Eckerd	3/1/2010	5.31	NA	Schedule B	799,925	97.0825	776,587
CMTG	Asset Type >> COMMLOAN	001225070	8901-8965 Yellow Brick & 670 Chesap	8/1/2011	5.43	NA	Schedule B	8,500,000	98.8479	8,402,068
CMTG	Asset Type >> COMMLOAN	001225090	Clayton Lane - Phase I	9/10/2014	6.02	NA	Schedule B	3,096,994	96.6524	2,993,318
CMTG	Asset Type >> COMMLOAN	001225100	Clayton Lane - Phase II	9/10/2014	6.16	NA	Schedule B	9,456,326	97.3494	9,205,675
CMTG	Asset Type >> COMMLOAN	001225130	ProLogis Deerfield - NJ	9/1/2012	5.72	NA	Schedule B	9,686,270	94.2294	9,127,312
CMTG	Asset Type >> COMMLOAN	001225140	ProLogis Deerfield- PA	9/1/2012	5.72	NA	Schedule B	9,686,270	94.1357	9,118,237
CMTG	Asset Type >> COMMLOAN	001225440	Crosstown Centre	12/1/2014	5.39	NA	Schedule B	3,800,016	87.7236	3,333,513
CMTG	Asset Type >> COMMLOAN	001225540	Medical Plaza I	3/1/2020	5.69	NA	Schedule B	6,973,942	93.3522	6,510,328
CMTG	Asset Type >> COMMLOAN	001225580	Regatta Apartment Homes	2/1/2011	4.72	NA	Schedule B	10,000,000	96.6118	9,661,181
CMTG	Asset Type >> COMMLOAN	001225680	Olentangy Medical Office Building	5/1/2015	5.49	NA	Schedule B	4,658,503	88.4792	4,121,804
CMTG	Asset Type >> COMMLOAN	001225730	Cottage Plaza	3/1/2010	4.60	NA	Schedule B	13,025,000	98.3983	12,816,385
CMTG	Asset Type >> COMMLOAN	001225750	Opus Plaza At Highlands Ranch II	3/1/2015	5.29	NA	Schedule B	9,074,769	91.1087	8,267,906
CMTG	Asset Type >> COMMLOAN	001225820	Montgomery Corporate Center II	3/1/2010	4.50	NA	Schedule B	5,300,000	97.8810	5,187,694
CMTG	Asset Type >> COMMLOAN	001225830	Caterpillar Building	1/1/2010	4.65	NA	Schedule B	10,000,000	98.3942	9,839,418
CMTG	Asset Type >> COMMLOAN	001225960	Techworld I	6/1/2015	5.77	NA	Schedule B	10,000,000	96.8155	9,681,550
CMTG	Asset Type >> COMMLOAN	001226000	Washington Franklin Parking Garage	1/1/2015	4.90	NA	Schedule B	12,500,000	92.3318	11,541,470
CMTG	Asset Type >> COMMLOAN	001226020	Holliday Towne Center	3/1/2010	5.18	NA	Schedule B	1,596,125	98.8723	1,578,126
CMTG	Asset Type >> COMMLOAN	001226130	Park Place Plaza	8/1/2012	5.19	NA	Schedule B	6,500,000	95.8930	6,233,046
CMTG	Asset Type >> COMMLOAN	001226460	SAP I Building	9/1/2012	5.12	NA	Schedule B	7,487,739	94.6260	7,085,348
CMTG	Asset Type >> COMMLOAN	001226640	Northwest Industrial Portfolio - Or	9/1/2010	4.85	NA	Schedule B	14,750,000	98.4137	14,516,019
CMTG	Asset Type >> COMMLOAN	001226720	Ascot Glen	9/1/2012	4.96	NA	Schedule B	5,000,000	97.0825	4,854,124
CMTG	Asset Type >> COMMLOAN	001226850	Wash Franklin	1/1/2015	5.40	NA	Schedule B	8,000,000	95.6041	7,648,329
CMTG	Asset Type >> COMMLOAN	001226930	International Plaza I And II	9/1/2010	6.00	NA	Schedule B	9,602,385	99.8118	9,584,312

CMTG	Asset Type >> COMMLOAN	001228130	1401 Arch Street	6/1/2011	5.58	NA	Schedule B	12,500,000	98.3998	12,299,980
CMTG	Asset Type >> COMMLOAN	001228330	Macedonia Crossing	8/5/2011	6.05	NA	Schedule B	5,250,000	97.8711	5,138,234
CMTG	Asset Type >> COMMLOAN	001228370	Rockbrook Creek	6/1/2011	5.98	NA	Schedule B	4,462,500	99.1083	4,422,710
CMTG	Asset Type >> COMMLOAN	001228390	Devon Square Shopping Center	7/1/2011	5.91	NA	Schedule B	10,000,000	93.9292	9,392,920
CMTG	Asset Type >> COMMLOAN	001228410	Republic Center	9/1/2013	6.11	NA	Schedule B	6,250,000	100.9852	6,311,575
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CMTG	Asset Type >> COMMLOAN	001228450	Pacific Plaza	8/1/2013	6.34	NA	Schedule B	7,750,000	97.2951	7,540,373
CMTG	Asset Type >> COMMLOAN	001228490	The Commons	9/1/2016	6.33	NA	Schedule B	3,925,000	90.1296	3,537,586
CMTG	Asset Type >> COMMLOAN	001228630	Westgate Building	11/1/2011	6.07	NA	Schedule B	6,671,392	100.2048	6,685,054
CMTG	Asset Type >> COMMLOAN	001228680	City Place - A	10/5/2011	5.93	NA	Schedule B	5,770,560	99.9671	5,768,664
CMTG	Asset Type >> COMMLOAN	001228720	City Place - B	10/5/2011	5.93	NA	Schedule B	3,609,309	99.9017	3,605,760
CMTG	Asset Type >> COMMLOAN	001228770	Equinox Apartments	9/1/2010	6.40	NA	Schedule B	4,275,000	95.2834	4,073,366
CMTG	Asset Type >> COMMLOAN	001228840	626 Dekalb On The Beltline	7/1/2012	5.84	NA	Schedule B	4,907,500	98.4405	4,830,969
CMTG	Asset Type >> COMMLOAN	001228880	Pierre Laclede Center	9/1/2011	5.87	NA	Schedule B	10,000,000	98.1902	9,819,015
CMTG	Asset Type >> COMMLOAN	001228900	Osco Warehouse	5/5/2016	6.27	NA	Schedule B	4,895,394	91.4518	4,476,925
CMTG	Asset Type >> COMMLOAN	001228980	Annapolis Roads Apartments	1/5/2011	5.95	NA	Schedule B	5,145,143	100.0256	5,146,460
CMTG	Asset Type >> COMMLOAN	001229120	One Tower Bridge	11/10/2011	5.51	NA	Schedule B	1,565,000	98.7677	1,545,714
CMTG	Asset Type >> COMMLOAN	001229130	Watt Plaza	2/1/2022	5.80	NA	Schedule B	2,911,393	93.6220	2,725,704
CMTG	Asset Type >> COMMLOAN	001229290	Highlands Ranch II	3/1/2015	5.71	NA	Schedule B	9,115,729	93.9233	8,561,798
CMTG	Asset Type >> COMMLOAN	001229410	Walden Park	1/1/2014	5.45	NA	Schedule B	10,000,000	97.2921	9,729,209
CMTG	Asset Type >> COMMLOAN	001229760	Tyco Building	5/1/2014	5.65	NA	Schedule B	8,500,000	96.6671	8,216,700
CMTG	Asset Type >> COMMLOAN	001230000	Cottages At Ellis Preserve	9/1/2012	5.88	NA	Schedule B	6,010,188	97.1160	5,836,856
CMTG	Asset Type >> COMMLOAN	001230050	Plantation Park @ Ballantyne	7/1/2017	5.46	NA	Schedule B	15,200,000	93.4314	14,201,577
CMTG	Asset Type >> COMMLOAN	001230110	Castle Ridge Plaza	10/1/2022	5.66	NA	Schedule B	7,904,307	89.3616	7,063,415
CMTG	Asset Type >> COMMLOAN	001230210	Meadowlands Distribution Center	6/1/2017	5.61	NA	Schedule B	15,000,000	92.9805	13,947,068
CMTG	Asset Type >> COMMLOAN	001230220	Jericho Atrium	7/1/2012	5.69	NA	Schedule B	18,000,000	96.9500	17,450,999
CMTG	Asset Type >> COMMLOAN	001230230	Aurora Business Center	8/5/2012	5.92	NA	Schedule B	2,260,000	98.8594	2,234,222
CMTG	Asset Type >> COMMLOAN	001230240	Airport Business Center II	8/5/2012	5.92	NA	Schedule B	1,730,000	98.8594	1,710,267
CMTG	Asset Type >> COMMLOAN	001230250	Gateway Plaza	8/5/2012	5.92	NA	Schedule B	5,680,000	99.2907	5,639,712
CMTG	Asset Type >> COMMLOAN	001230330	Greenbriar Chateau Apartments	9/1/2012	6.30	NA	Schedule B	10,000,000	95.2773	9,527,726
CMTG	Asset Type >> COMMLOAN	001230450	St. Moritz Apartments	8/1/2010	6.05	NA	Schedule B	34,537,534	99.2570	34,280,916
CMTG	Asset Type >> COMMLOAN	005000090	Loews Santa Monica	3/9/2009	3.61	NA	Schedule B	10,000,000	90.2906	9,029,058
CMTG	Asset Type >> COMMLOAN	005500010	EOP Portfolio	4/1/2009	3.67	NA	Schedule B	11,876,971	88.9150	10,560,409
CMTG	Asset Type >> COMMLOAN	005500020	EOP Portfolio	4/1/2009	3.97	NA	Schedule B	18,663,811	88.8750	16,587,462
								<b><u>637,558,136</u></b>		<b><u>613,303,354</u></b>