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2/10/2017 3:44:00 PM \$19.00  
Book - 10528 Pg - 9296-9300  
Gary W. Ott  
Recorder, Salt Lake County, UT  
ANDERSON MCCOY & ORTA  
BY: eCASH, DEPUTY - EF 5 P.

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

**DEUTSCHE BANK AG, NEW YORK BRANCH, a branch of Deutsche Bank AG, a German  
Bank, authorized by the New York Department of Financial Services  
(Assignor)**

to

**GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation  
(Assignee)**

**Parcel Number(s): 14-25-476-014 and 14-25-476-013  
County of Salt Lake  
State of Utah**

**DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:  
McCoy & Orta, P.C.  
100 North Broadway, 26<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102  
Telephone: 888-236-0007**

## **ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

DEUTSCHE BANK AG, NEW YORK BRANCH, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, NY 10005, ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, having an address at 60 Wall Street, 10th Floor, New York, NY 10005, ("Assignee"), its successors, participants and assigns, without recourse or warranty, all right, title and interest of Assignor in and to that certain:

ASSIGNMENT OF LEASES AND RENTS made by BRIDGEPORT RETAIL - UTAH, LLC, a Delaware limited liability company to DEUTSCHE BANK AG, NEW YORK BRANCH, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services dated as of September 29, 2016 and recorded on September 30, 2016, as Entry Number 12377803, in Book 10482, Page 5059 in the Recorder's Office of the Recorder of Salt Lake County, Utah (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the original principal amount of \$5,000,000.00, and creating a first lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

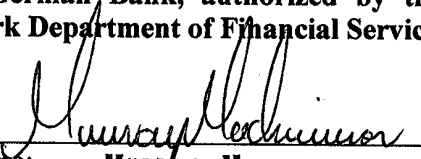
Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

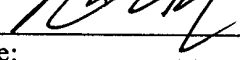
This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the 10 day of January, 2017.

**DEUTSCHE BANK AG, NEW YORK  
BRANCH, a branch of Deutsche Bank AG,  
a German Bank, authorized by the New  
York Department of Financial Services**

By:   
Name: **MURRAY MACKINNON**  
Title: **VICE PRESIDENT**

By:   
Name: **MATT SMITH**  
Title: **DIRECTOR**

STATE OF NEW YORK  
COUNTY OF NEW YORK

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§  
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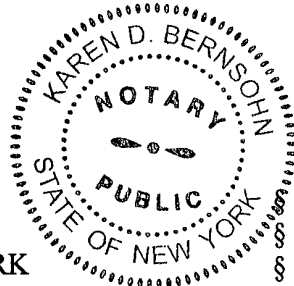
On the 12 day of January, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared Murray MacKinnon, as Vice President of Deutsche Bank AG, New York Branch, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen D. Bernsohn  
Name of Notary Public

KAREN D. BERNSOHN  
Notary Public, State of New York  
No. 01BE6008838  
Qualified in New York County  
Commission Expires June 15, 2018

My Commission Expires:



STATE OF NEW YORK  
COUNTY OF NEW YORK

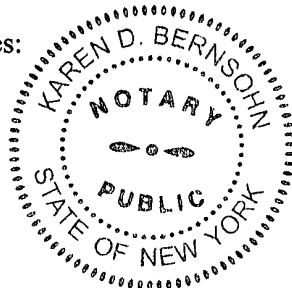
On the 12 day of January, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared Matt Smith, as Vice President of Deutsche Bank AG, New York Branch, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen D. Bernsohn  
Name of Notary Public

KAREN D. BERNSOHN  
Notary Public, State of New York  
No. 01BE6008838  
Qualified in New York County  
Commission Expires June 15, 2018

My Commission Expires:



Pool: CD 2016-CD2

EXHIBIT A  
LEGAL DESCRIPTION

**PARCEL 1:**

Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

TOGETHER WITH a private storm drain and surface drainage easement, garbage dumpster access easement and a cross access easement as shown upon and disclosed by the recorded plat of Shopko 3500 South Subdivision recorded January 27, 2005 as Entry No. 9283174.

ALSO TOGETHER WITH non-exclusive easement rights created by Cross Easement Agreement recorded as Entry No. 4738354 in Book 6105 at Page 892, as amended by Amendment No. 1 to Cross Easement Agreement recorded as Entry No. 4804543 in Book 6146 at Page 2759 and Amendment No. 2 to Cross Easement Agreement recorded as Entry No. 9287430 in Book 9089 at Page 6268, and Amendment No. 3 to Cross Easement Agreement recorded as Entry No. 11784849 in Book 10203 at Page 3650 of official records.

**PARCEL 2 (Entrance Road):**

Parcel A, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

TOGETHER WITH a non-exclusive easement rights created by Cross Easement Agreement recorded as Entry No. 4738354 in Book 6105 at Page 892, as amended by Amendment No. 1 to Cross Easement Agreement recorded as Entry No. 4804543 in Book 6146 at Page 2759 and Amendment No. 2 to Cross Easement Agreement recorded as Entry No. 9287430 in Book 9089 at Page 6268, and Amendment No. 3 to Cross Easement Agreement recorded as Entry No. 11784849 in Book 10203 at Page 3650 of official records.

Reference No.: 6981.014  
Matter Name: Shopko West Valley City  
Pool: CD 2016-CD2