

**Recording Requested By:**

**When Recorded Mail To:**

Kaye Scholer LLP  
250 W. 55th Street  
New York, New York 10019-9710  
Attention: Stephen Gliatta, Esq.

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6/20/2017 3:56:00 PM \$19.00  
Book - 10569 Pg - 6245-6249  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
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21-26-276-010

21-26-276-011

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

JEFFERIES LOANCORE LLC  
(Assignor)

to

the person or entity described on Exhibit B attached hereto  
(Assignee)

Dated: As of June 13, 2017

Location: 7259 South Bingham Junction Boulevard  
Midvale, Utah  
County: Salt Lake County

64358923

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## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

As of this 13<sup>th</sup> day of June 2017, JEFFERIES LOANCORE LLC, a Delaware limited liability company, whose address is c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830 (“*Assignor*”), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to the person or entity described on Exhibit B attached hereto (“*Assignee*”) having an address as set forth on said Exhibit B, 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 ARBOR GARDNER BINGHAM JUNCTION OFFICE 5, L.C., a Utah limited liability company (“*Borrower*”), to Assignor, dated as of June 2, 2017 and recorded on June 2, 2017 in the Official Records of the Registrar’s Office of Salt Lake County, Utah in Book 10564 at Page 3007 as Entry No. 12548252 (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended), securing payment of that certain Promissory Note in the original principal amount of Fifty Seven Million and No/100 Dollars (\$57,000,000) dated as of June 2, 2017 made by Borrower and payable to the order of Assignor, 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 governed by and construed in accordance with the laws of the State in which the property described on Exhibit A is located.

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

[SIGNATURE ADDENDUM ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the date and year first above written.

**JEFFERIES LOANCORE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Tyler Shea

Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF CONNECTICUT )  
 ) : ss.  
COUNTY OF FAIRFIELD )

On this 9<sup>th</sup> day of June, 2017, personally appeared before me Tyler Shea, an authorized signatory of Jefferies Loancore LLC, a Delaware limited liability company, and acknowledged to me that he executed the within instrument on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

**KAILEY AUGER**  
**NOTARY PUBLIC OF CONNECTICUT**  
**My Commission Expires 7/31/2020**

## **EXHIBIT A**

### **Legal Description**

#### **PARCEL 1:**

Lots 1 and 2, VIEW 72 RETAIL SUBDIVISION 3RD AMENDED, according to the official plat as recorded in the office of the Salt Lake County Recorder, State of Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

#### **PARCEL 2:**

The leasehold estate created by the lease disclosed of record by that certain Memorandum of Lease executed by Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company (Subtenant) and Redevelopment Agency of Midvale City, a public agency (Sublandlord) dated April 20, 2016 and recorded April 26, 2016 as Entry No. 12266953 in Book 10424 at Page 8001, the modification and assignment of which is disclosed of record by that certain First Amendment to Memorandum of Sublease Lease by and between Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company (Existing Subtenant), Arbor Gardner Bingham Junction Office 5, L.C., a Utah limited liability company (New Subtenant), and Redevelopment Agency of Midvale City, a public agency (Sublandlord), dated June 2, 2017 and recorded June 2, 2017 as Entry No. 12548224 in Book 10564 at Page 2821, the following described premises, to-wit:

Lot 2, VIEW 72 RETAIL SUBDIVISION 3RD AMENDED, according to the official plat as recorded in the office of the Salt Lake County Recorder, State of Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

#### **PARCEL 3:**

Reciprocal Access Easements as disclosed in that certain Declaration and Grant of Reciprocal Access Easements recorded September 22, 2014 as Entry No. 11916667 in Book 10261 at Page 6933.

ALSO: Reciprocal Easements as disclosed in the Declaration of Covenants, Restrictions and Easements dated October 2, 2012 and recorded October 4, 2012 as Entry No. 11485504 in Book 10063 at Page 2860, as amended October 18, 2012 as Entry No. 11494534 in Book 10067 at Page 5293, amended February 7, 2013 as Entry No. 11573196 in Book 10106 at Page 665, amended April 19, 2013 as Entry No. 11621668 in Book 10129 at Page 901, amended July 11, 2014 as Entry No. 11879615 in Book 10244 at Page 8362.

ALSO: The beneficial easement rights as disclosed in the Declaration for South Bingham Junction recorded November 20, 2007 as Entry No. 10281127 in Book 9539 at Page 7037.

ALSO: The beneficial easement rights as disclosed in the Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, recorded April 26, 2016 as Entry No. 12266951 in Book 10424 at Page 7958 of official records, as amended by that certain First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated May 10, 2017 and recorded June 2, 2017 as Entry No. 12548051 in Book 10564 at Page 1803.

**EXHIBIT B  
ASSIGNEE**

**JLC WAREHOUSE VII LLC  
55 Railroad Avenue, Suite 100  
Greenwich, CT 06830**