

2014-012762

Klamath County, Oregon

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

Dated as of August 25, 2014

made by

CITIBANK, N.A.

Assignor and Resigning Agent,

to

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

in its capacity as Successor Agent,

Assignee

Assignee's address: Eleven Madison Avenue, 23rd Floor, New York, NY 10010

Property Location:

Klamath County, Oregon

Store No.: 577

AFTER RECORDING, PLEASE RETURN TO:

Athy A. O'Keeffe, Esq.

Cahill Gordon & Reindel LLP

80 Pine Street

New York, NY 10005

(212) 701-3000

F.
97.00

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

KNOW ALL MEN BY THESE PRESENTS, that CITIBANK, N.A., a national banking association, having an office at 1615 Brett Road, Ops III, New Castle, DE 19720, as resigning administrative agent and collateral agent for the Secured Parties ("Assignor" or "Resigning Agent"), in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as successor administrative agent and collateral agent for the Secured Parties ("Assignee" or "Successor Agent"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, release, quitclaim, transfer, and deliver unto Assignee, its successors and assigns, all of Assignor's right, title, and interest, as Agent, in and to the following: that certain First Lien Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 12, 2013 from ABS OR-O LLC, a Delaware limited liability company ("Grantor") to Assignor and recorded on August 19, 2013 in the Official Records of Klamath County, State of Oregon, as Instrument Number 2013-009485 (the "Deed of Trust") with respect to the Land identified on Exhibit A attached hereto and made a part hereof by this reference; together with all rights accrued or to accrue under the Deed of Trust and all of Assignor's rights in the indebtedness and obligations secured by the Deed of Trust. Assignee hereby assumes all of Assignor's right, title and interest as Agent in, to and under the Deed of Trust, including all authority of Resigning Agent to act on behalf of the Secured Parties in (i) enforcing any and all rights and remedies under the Deed of Trust, (ii) releasing and assigning the Deed of Trust and (iii) taking or omitting to take any and all other actions as Agent thereunder. All capitalized terms not defined herein shall have the meanings set forth in the Deed of Trust.

Wherever the Deed of Trust refers to Resigning Agent or Agent, such references shall hereafter be deemed to refer instead to Successor Agent.

Notice is hereby given that (i) pursuant to that certain Agency Successor Agreement dated as of August 25, 2014 (the "Agency Successor Agreement"), by and between Assignor, Assignee, Albertson's LLC, a Delaware limited liability company and the other Loan Parties listed on the signature pages thereto, Assignor, as the Agent under the Credit Agreement (as defined in the Deed of Trust), has resigned, effective as of August 25, 2014 as Agent, and Assignee has agreed to be appointed as Successor Agent, under the Credit Agreement, (ii) Assignee has become party to the Deed of Trust and has all rights, duties and obligations of the "Agent" thereunder and (iii) Assignee's address for purpose of receiving notices under the Deed of Trust, as Agent and Secured Party, is Eleven Madison Avenue, 23rd Floor, New York, NY 10010 Attn: Loan Operations – Agency Manager, Facsimile: (212) 322-2291, Email: agency.loanops@credit-suisse.com.

The provisions of the foregoing sentence are for informational purposes only and nothing contained therein shall be deemed to in any way modify or otherwise affect any of the provisions of the Agency Successor Agreement or any other documents executed in connection therewith.

This agreement is subject to all of the provisions of the Agency Successor Agreement and, in the event of any inconsistency between the provisions of the Agency Successor Agreement and this agreement, the provisions of the Agency Successor Agreement shall prevail.

This agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be duly executed this 17th day of November, 2014.

CITIBANK, N.A., in its capacity as Resigning Agent

By: 

Name:

David Leland

Title:

Vice President

ACKNOWLEDGMENT

STATE OF New York)
) SS
COUNTY OF New York)

I, Janet M. Shea, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT DAVID LELAND, the VICE PRESIDENT of CITIBANK, N.A., a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of November, 2014.

Janet M. Shea
Notary Public


My Commission Expires:

JANET M. SHEA
Notary Public, State of New York
No. 01SH6188422
Qualified in New York County
Term Expires June 9, 2016

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be duly executed this 17 day of November, 2014.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, in its capacity as Successor Agent**

By: 
Name: BILL O'DALY
Title: AUTHORIZED SIGNATORY

By: 
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Marjorie E. Bull, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Bill O'Daly, the Authorized Signatory of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of November, 2014.



A handwritten signature of Marjorie E. Bull in cursive script.

Notary Public

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282

My Commission Expires: Qualified in New York County
Commission Expires February 20, 2015

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Marjorie E. Bull a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT D. Andrew Maletta, the Authorized Signatory of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of November, 2014.



Marjorie E. Bull
Notary Public

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282
My Commission Expires: Qualified in New York County
Commission Expires February 20, 2015

ABS OR-O LLC, as Grantor, hereby consents to the foregoing Assignment of First Lien Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing.

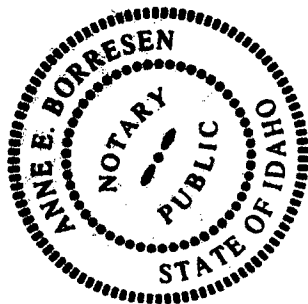
By: 
Name: **JOEL GUTH**
Title: **AUTHORIZED SIGNATORY**

ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

I, Anne E. Borresen, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Joel Guth, the Authorized Signatory of ABS OR-O LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of November, 2014.



Anne E. Borresen

Notary Public

My Commission Expires:

03/21/2017

EXHIBIT A

Legal Description

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

PARCEL 1:

PARCEL 1 OF LAND PARTITION 15-99, FILED NOVEMBER 9, 1999 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING PARCEL 2 OF "LAND PARTITION 24-98" SITUATED IN LOTS 1 THRU 8 OF BLOCK 1, AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS NO. 2" BEING IN THE NE 1/4 SE 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LESS AND EXCEPT ANY PORTION DEEDED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JULY 29, 2013 AS 2013-008555, RECORDS OF KLAMATH COUNTY, OREGON.

PARCEL 2:

PARCEL 3 OF LAND PARTITION 24-98, FILED DECEMBER 14, 1998 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, SITUATED IN LOTS 1 THROUGH 8 OF BLOCK 1 AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS NO. 2" AND THE NE 1/4 SE 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 3:

AN EASMENT FOR A FREE-STANDING LIGHT POLE AND A FREE STANDING MONUMENT OR PYLON SIGN TOGETHER WITH VISIBILITY EASEMENT AS DEFINED THEREIN, INCLUDING THE TERMS, PROVISIONS AND RESTRICTIONS SET FORTH IN VOLUME M93, PAGE 24620, OFFICIAL RECORDS, KLAMATH COUNTY, OREGON.

FOR INFORMATION ONLY: Commonly known as 5500 South 6th Street, Klamath Falls, OR.