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Book - 10513 Pg - 2283-2287
Gary W. Ott
Recorder, Salt Lake County, UT
JONES WALDO HOLBROOK MCDONOUGH
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC
c/o Varde Partners, Inc.
901 Marquette Avenue South
Suite 3300
Minneapolis, MN 55402
Attn: Legal Department

**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
DAYBREAK CREEKSIDE TOWNHOME PROJECT**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DAYBREAK CREEKSIDE TOWNHOME PROJECT (this "**Assignment**") is entered into as of December 7, 2016, by and between VP DAYBREAK HOLDINGS LLC, a Delaware limited liability company ("**Assignor**"), and VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

- A. On July 18, 2016, pursuant to that certain Purchase and Sale Agreement and Escrow Instructions, dated as of March 3, 2106, by and between Kennecott Land Company, a Delaware corporation (and successor to OM Enterprises Company, a Utah Company) ("**KLC**") and Assignor (the "**Purchase Agreement**"), KLC sold and conveyed to Assignor and Assignor purchased and acquired all of KLC's fee interest in and to certain real property in South Jordan, Utah, which is a portion of a master planned community commonly known as *Daybreak*.
- B. Pursuant to an assignment dated July 15, 2016, which was delivered in accordance with the Purchase Agreement and effective as of July 18, 2016 (the "**Effective Date**"), Assignor holds all rights of the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions for Daybreak Creekside Townhome Project, recorded in the records of the Salt Lake County Recorder on June 15, 2015, as Entry No. 12070608, in Book 10333, at Page 8632, as amended and/or supplemented from time to time (the "**Declaration**").
- C. The Declaration encumbers the property described on Exhibit A attached hereto.
- D. By this Assignment, Assignor intends to assign all of its rights, interests and powers as the Declarant under the Declaration, and Assignee intends to accept and assume and perform all of the obligations of the Declarant under the Declaration, from and after the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Effective Date.** Notwithstanding the date set forth in the preamble of this Assignment, the parties hereby agree that this Assignment shall be deemed to have become effective as of the Effective Date.
2. **Assignment.** Assignor hereby assigns, conveys, transfers and sets over to Assignee, as of the Effective Date, all the rights, interests and powers of Assignor as the Declarant under the Declaration.
3. **Assumption.** Assignee hereby assumes the obligations of the Declarant under the Declaration arising from and after the Effective Date.
4. **Incorporation; Counterparts; Successors.** The recitals set forth above are incorporated herein by this reference. This Assignment may be executed in one or more counterparts and delivered by electronic transmission, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties hereto and their respective successors and assigns. This Assignment shall be governed by the laws of the State of Utah.
5. **Further Assurances.** From time to time following the Effective Date, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Assignment.
6. **Indemnification.** Notwithstanding anything to the contrary herein and for the avoidance of doubt, Assignor shall retain its rights under the Purchase Agreement for indemnification for any losses or claims that it may bring against KLC and/or Kennecott Utah Copper, which joined the Purchase Agreement as a guarantor of certain obligations of KLC thereunder.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

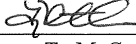
VP DAYBREAK HOLDINGS LLC,
a Delaware limited liability company

By: Värde Partners, Inc., its Manager

By: 
Brendan Bosman, Managing Director

ASSIGNEE:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: 
Name: Ty McCutcheon
Title: Vice President

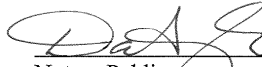
[Acknowledgments Follow]

STATE OF Minnesota)

ss.

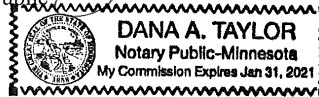
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5th day of December, 2016, by Brendan Bosman, Managing Director of Värde Partners, Inc., Manager of VP Daybreak Holdings LLC, a Delaware limited liability company.



Notary Public

My commission expires: 1/31/2021



STATE OF Utah)

ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 7th day of December, 2016, by Ty McCutcheon, Vice President of VP Daybreak Operations LLC, a Delaware limited liability company.



Notary Public

My commission expires: 11/22/2018

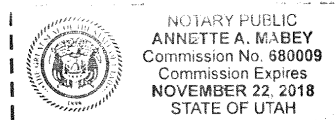


EXHIBIT A

Legal Description of Property Encumbered by Declaration

That certain real property located in the City of South Jordan, County of Salt Lake, State of Utah, being more particularly described as follows:

All of the real property described on that certain plat entitled "KENNECOTT DAYBREAK VILLAGE 5 MULTI FAMILY #1 SUBDIVISION AMENDING LOT V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED," recorded on June 15, 2015, as Entry No. 12070607, Book 2015P, at Page 134 of the Official Records of Salt Lake County, Utah.

Tax Parcel No. 26-13-196-006-0000