

When Recorded, Mail To:
Furniture Row USA, LLC
Attn: Gregory A. Ruegsegger
5641 N. Broadway
Denver, CO 80216

FILE NO. 143182-CAF
20-26-457-005 AND 20-26-457-004

(Space Above for Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of the 31 day of August, 2022 (the "Effective Date"), by and between **CW COPPER RIM 1, LLC**, a Utah limited liability company ("Assignor") and **FURNITURE ROW USA, LLC**, a Colorado limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor entered into that certain Declaration of Covenants, Conditions and Restrictions for Copper Rim Furniture Row Association, Inc., dated Aug 31, 2022, as recorded with the Salt Lake County Recorder's office on Sept 2, 2022 as Entry No. 14010526 (the "Declaration");

WHEREAS, the Declaration pertains to and affects that certain real property located in West Jordan City, Salt Lake County, Utah as more fully described on Exhibit A attached hereto (the "Property");

WHEREAS, Assignor desires to sell to Assignee, and Assignee desires to purchase from Assignor (through an IRS Code Section 1031 Exchange), the Property (the "Sale"); and

WHEREAS, in connection with the Sale, Assignor wishes to assign all of its right, title and interest under the Declaration to Assignee, and Assignee wishes to accept such assignment of the Declaration as of the Effective Date pursuant to the terms herein contained.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Pursuant to Section 15.7 of the Declaration, Assignor assigns to Assignee all of Assignor's right, title and interest in, to and under the Declaration from and after the Effective Date, as well as any obligations set forth therein. Assignor shall pay for all costs related to the creation and management of the Association prior to the Effective Date. Assignor warrants and represents that it has (a) not received any notice of breach of the Declaration and no default by Assignor exists or with the giving of notice or passage of time will exist under the terms of the Declaration; (b) the full right, power and authority to assign the same as herein provided; and (c) not assigned to any other person or entity all or any portion of Assignor's rights under the Declaration.

2. Assignee accepts the assignment of Assignor's right, title and interest in the Declaration and assumes all obligations and liabilities of Assignor accruing thereunder on and after the Effective Date. Assignee shall pay for all costs related to the management of the Association after the Effective Date.

3. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee under the Declaration and shall reimburse Assignee for any costs and expenses incurred in connection with such claims, including reasonable attorney's fees, to the extent such claims arise out of the failure of Assignor to perform any obligation under the Declaration accruing prior to the Effective Date.

4. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor for failure to discharge the surviving obligations under the Declaration and shall reimburse Assignor for any costs and expenses incurred in connection with such claims, including reasonable attorney's fees, to the extent such claims arise out of the failure of Assignee to perform any surviving obligations accruing on or after the Effective Date.

5. This Assignment is executed by the parties hereto with the understanding and agreement that nothing contained herein shall in any manner alter, modify or vary the terms, covenants or conditions of the Declaration.

6. This Assignment shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.

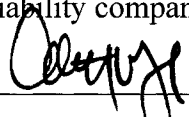
7. This Assignment may be signed in counterparts which when taken together shall constitute a complete and original document.

(Remainder of page intentionally left blank. Signature pages follow).

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date stated above.

ASSIGNOR:

CW COPPER RIM 1, LLC
a Utah limited liability company

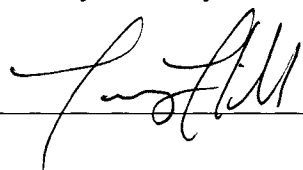
By: 

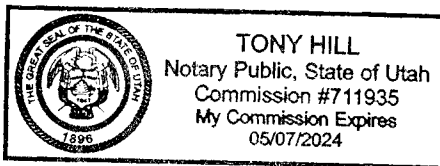
Name: COLIN WRIGHT

Its: MANAGER / AUTHORIZED REP.

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

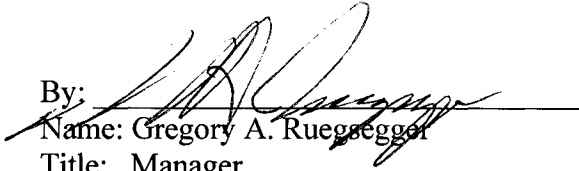
On the 31 day of August, 2022, personally appeared before me COLIN WRIGHT, who by me being duly sworn, did say that she/he is an authorized representative of CW Copper Rim 1, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: 



ASSIGNEE:

FURNITURE ROW USA, LLC,
a Colorado limited liability company

By: 
Name: Gregory A. Rueggeger
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

On the 30th day of August, 2022, personally appeared before me Gregory A. Rueggeger, who by me being duly sworn, did say that he is the Manager of Furniture Row USA, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

**NORA GUZMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154046976
MY COMMISSION EXPIRES NOVEMBER 09, 2024**

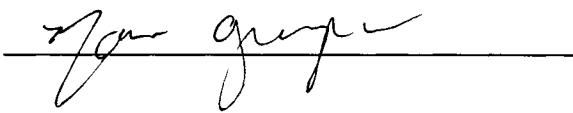
Notary Public: 

EXHIBIT A
Legal Description of the Property

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR HIGHWAY, SAID POINT BEING NORTH 89°58'35" EAST 217.02 FEET ALONG THE SECTION LINE AND NORTH 0°01'25" WEST 84.35 FEET, AND NORTH 20°15'47" WEST 16.12 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID MOUNTAIN VIEW CORRIDOR HIGHWAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 20°15'47" WEST 208.21 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHERLY 155.58 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS NORTH 24°17'06" WEST 155.45 FEET; THENCE NORTH 41°22'36" EAST 306.77 FEET; THENCE SOUTH 48°17'26" EAST 366.85 FEET TO A POINT OF CURVATURE ON A 142.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 91.57 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH 66°45'54" EAST 89.99 FEET; THENCE SOUTH 0°02'45" EAST 287.48 FEET; THENCE SOUTH 89°58'48" WEST 423.52 FEET TO THE POINT OF BEGINNING

CONTAINS 214,066 SQUARE FEET, OR 4.914 ACRES