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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:

Bridge BLOQ NAC LLC
537 West 600 South, Suite 400
Salt Lake City, UT 84101
NCS-924093

Parcel No. 15-01-378-024

ASSIGNMENT AND ASSUMPTION OF SLC AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SLC AGREEMENT (this "Assignment") is made and entered into effective as of the 4th day of March, 2019 by and between Gale Street Properties, LLC, a Utah limited liability company, a Utah limited liability company ("Assignor"), and Bridge BLOQ NAC LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Pursuant to that certain Purchase and Sale Agreement dated as of September 4, 2018, as amended, if at all (the "Purchase Agreement"), Assignor has agreed to sell to Assignee, upon the terms, provisions and conditions set forth therein, certain property (the "Property") located in Salt Lake City, Salt Lake County, State of Utah as more particularly described in the Purchase Agreement and on Schedule 1 attached to and made a part of this Assignment.

B. In connection with the sale and purchase of the Property, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to, and under those agreements, and all modifications and amendments thereof, set forth on Schedule 2 attached to and made a part of this Assignment (collectively, the "Agreements") and Assignee desires to accept said assignment and assume all of Assignor right, title and interest in, to, and under the Agreements as of the date hereof, all upon the terms, covenants and conditions set forth in this instrument.

AGREEMENT

NOW, THEREFORE, in consideration of the purchase price paid by Assignor to Assignee for the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to, and under the Agreements, including all permissions and licenses.

2. Assumption. Assignee accepts said assignment and assumes all of Assignor's right, title and interest in, to, and under the Agreements, including all permissions and licenses.

3. Jurisdiction. To the greatest extent permitted by law, this Assignment shall be construed in accordance with and governed by the laws of the State of Utah. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors in interest and assigns.

4. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.

6. Construction; Definitions. This Assignment shall be construed according to Utah law. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, Assignor and Assignee have caused this Assignment and Assumption of SLC Agreement to be executed by their duly authorized officers as of the day and year first above written.

ASSIGNOR:

Gale Street Properties, LLC,
a Utah limited liability company

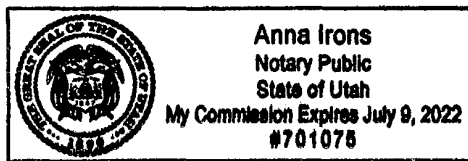
By: Dewey A. Reagan
Name: Dewey A. Reagan
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of March, 2019, by Dewey A. Reagan, the Manager of Gale Street Properties, LLC, a Utah limited liability company, on behalf of Gale Street Properties, LLC.

Anna Irons
NOTARY PUBLIC

[Assignee signature and acknowledgement follow]



ASSIGNEE:

Bridge BLOQ NAC LLC, a Delaware limited liability company

By: Bridge BLOQ Qualified Opportunity Zone Business, LLC, its sole member

By: BLOQ Opportunity Zone Fund I, LLC, its operating member

By: BLOQ Development Partners, LLC, its manager

By: BCG BLOQ Management, LLC, its manager

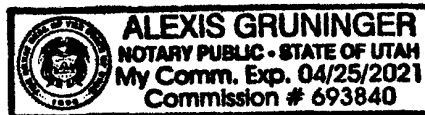
By: 
Name: Brandon Blaser
Title: Authorized Signatory

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of March, 2019, by Brandon Blaser, the Authorized Signatory of the manager of the operating member of the sole member of Bridge BLOQ NAC LLC, a Delaware limited liability company, on behalf of Bridge BLOQ NAC LLC.


NOTARY PUBLIC

1480976



SCHEDULE 1
To Assignment and Assumption of Agreements

Legal Description of Property

Beginning at the Northwest corner of Lot 5, Block 30, Plat "A", Salt Lake City Survey; thence South 0°00'59" East along the lot line 412.50 feet; thence North 89°57'40" East parallel with the lot line 85.00 feet to a point on the West side of an existing building; thence North 0°00'59" West 2.26 feet to the Northwest corner of said building at a point on the arc of a 36.59 foot radius curve, the center of which bears South 1°06'50" West; thence Southeasterly along the arc of said curve to the right 8.80 feet to a point on the arc of a 205.00 foot radius reverse curve; thence Southeasterly along the arc of said curve to the left 62.14 feet; thence North 89°57'40" East 160.00 feet to the West line of Gale Street; thence North 0°00'59" West along said street line 418.19 feet to the North line of said Block 30; thence South 89°57'40" West along said block line 57.00 feet; thence South 0°00'59" East 13.00 feet; thence South 89°57'40" West 10.00 feet; thence North 0°00'59" West 13.00 feet; thence South 89°57'40" West along said North block line 248.00 feet to the point of beginning.

ALSO: Beginning 72.00 feet West from the Northeast corner of Lot 6, Block 30, Plat "A", Salt Lake City Survey, and running thence West 10.00 feet; thence South 13.00 feet; thence East 10.00 feet; thence North 13.00 feet to the point of beginning.

Tax Parcel No. 15-01-378-024

SCHEDULE 2
To Assignment and Assumption of Agreements

List of Agreements

1. Agreement by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, as Grantor, and William J. Lowenberg, Fern E. Lowenberg, David W. Lowenberg, and Susan E. Lowenberg, as Grantees, recorded November 8, 1983, as Entry No. 3866999 in Book 5505 at Page 2215 of the Salt Lake County Recorder (wherein Salt Lake City Corporation grants permission and license to occupy and use certain property in 400 West Street encroached upon approximately 5 to 6 feet until the demolition or destruction of the encroaching building, and the terms and covenants run with the land) (the “**Original Agreement**”).

2. Assignment and Assumption of Agreement by and between William J. Lowenberg, Fern E. Lowenberg, David W. Lowenberg, and Susan E. Lowenberg, as assignor, and Kearns-Tribune Corporation and Deseret News Publishing Company, as assignee, recorded November 8, 1983, as Entry No. 3867001 of the Salt Lake County Recorder, assigning the Original Agreement.

3. All other assignments of the Original Agreement and the permissions, rights and licenses thereunder to occupy and use the encroached-upon property.