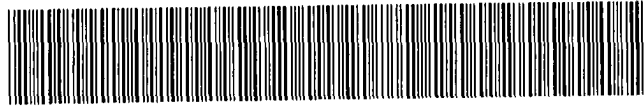


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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 1/29/2013 15:05:52.97



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After Recording Please Return To:

U.S. Bank National Association
 950 17th Street, 8th Floor
 Denver, Colorado 80202
 Attention: Commercial Banking

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS ("**Assignment**") is made and entered into this 24th day of January, 2013, by FURNITURE ROW USA, LLC, a Colorado limited liability company, whose address is 5641 N. Broadway, Denver, Colorado 80216 ("**Grantor**") for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association, for itself as Beneficiary (the "**Beneficiary**") and as Agent for such other Lenders as may hereafter become parties to that certain the First Amended and Restated Credit Agreement (the "**Loan Agreement**") dated of even date herewith between and among Borrowers (hereinafter defined), and Beneficiary for itself and as Agent.

RECITALS

A. FURNITURE ROW, LLC, a Colorado limited liability company, FURNITURE ROW BC, INC., a Colorado corporation, Grantor and FURNITURE ROW COLO, LLC, a Colorado limited liability company (herein, the "**Borrowers**"), have executed a certain Revolving Credit Note dated January 24, 2013, in the principal face amount of \$110,000,000.00 (the "**Note**") payable to the order of U.S. Bank National Association.

B. The line of credit evidenced by the Note was made pursuant to the Revolving Credit Loan portions of the Loan Agreement.

C. The Note is and will be secured by a deed of trust dated of even date herewith (the "**Deed of Trust**") encumbering certain real property and improvements owned by Grantor more particularly described in such Deed of Trust which real property is also described in Exhibit A attached hereto and incorporated herein by this reference (such encumbered real property and improvements referred to

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collectively as the "**Mortgaged Property**"), together with the Loan Documents pertaining to the Revolving Credit Loans described in the Loan Agreement ("**Loan Documents**").

D. In accordance with the terms and conditions of the Loan Agreement, Beneficiary requires the execution of this Assignment. Any capitalized terms used in this Assignment and not otherwise defined shall have the meaning designated in the Loan Agreement.

WITNESSETH

1. **Assignment.** FOR AND IN CONSIDERATION of Beneficiary providing credit to Borrowers, and for other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, and as additional security for the Note and the performance of all of the terms, covenants, conditions and provisions contained in the Loan Documents, Grantor hereby assigns, sets over, transfers and conveys unto Beneficiary, and grants to Beneficiary a security interest in, all of its right, title and interest in and to (a) the rents, issues, profits, revenues, royalties, rights and benefits (hereinafter collectively referred to as "**Rents**"), and (b) all leases of the real property and improvements described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**") made, executed or delivered, whether verbal or written, or to be hereinafter made during the term hereof ("**Leases**") arising out of or in any way connected with the Property.

2. **Term of Assignment.** The term of this Assignment shall be through and including the date upon which this Assignment is released of record by Beneficiary.

3. **Independent Existence.** This Assignment is executed in conjunction with the Deed of Trust. However, it shall also be treated as a present assignment and security interest granted independently by Grantor to Beneficiary to secure the payment of the Note and all other indebtedness of Borrowers and Grantor to Beneficiary. This Assignment is separate from any obligation of Grantor contained in the Deed of Trust and may be enforced independently of the Deed of Trust and without regard to any foreclosure proceedings under the Deed of Trust. This present Assignment is self-executing and supplemental to the Deed of Trust and shall not affect, diminish or impair the Deed of Trust. However, the rights and authority contained in this Assignment may be exercised in conjunction with the Deed of Trust. This Assignment shall survive foreclosure and shall be effective until specifically released by Beneficiary. Until this Assignment is released of record as provided herein, the parties intend that there will be no merger of the Beneficiary's interest pursuant to this Assignment and Beneficiary's rights with respect to any other loan documents including the Note and the Deed of Trust.

4. **Collection of Rents.** Pursuant to this Assignment, Grantor confirms and agrees that Beneficiary has all necessary authority to collect the Rents payable under the Leases as they shall become due. Grantor hereby directs and authorizes each and all of the tenants of the Property to pay such Rents to Beneficiary as may now be due, or as shall hereafter become due during the term hereof, upon demand for payment thereof by Beneficiary. As long as no Event of Default has occurred under any of the Loan Documents or this Assignment, Grantor is granted the revocable license to collect all Rents when due and may use such Rents in Grantor's business operations. However, Beneficiary may at any time after an Event of Default require Grantor to deposit all Rents into an account maintained by Grantor for Beneficiary at Beneficiary's discretion. Grantor hereby covenants and agrees with Beneficiary that Grantor shall not collect, demand, discount, or receive any installment of Rent in advance of the date prescribed in said Lease or Leases for the payment of same during the term hereof. Beneficiary acknowledges that where Grantor and any tenant are affiliates, the rent actually paid by such tenant to the Grantor, or reported for internal reporting purposes and used to prepare the Grantor's financial statements, may be different from the rent reflected in the relevant lease and rent roll. Beneficiary agrees that so long

as no Event of Default exists under any of the Loan Documents, Grantor and such tenant may engage in this practice, but such practice shall not constitute an amendment to the terms of the relevant lease. Upon the occurrence of an Event of Default resulting in Beneficiary exercising its rights under the Loan Documents, such tenant will be obligated to pay rent in accordance with the relevant lease and no course of dealing or modification to such lease shall be deemed to have occurred which would impair the Beneficiary's right to thereafter enforce the actual terms of such lease.

5. **Default and Remedies.** The occurrence of any event or condition which could constitute an event of default under any Loan Document and the continuation thereof beyond any applicable notice, grace or cure period shall constitute an "Event of Default" under this Assignment. Upon the occurrence of an Event of Default hereunder, Beneficiary may exercise all rights and remedies of a secured creditor under applicable law, may collect the Rents and may enter upon the Property at any reasonable time to carry out any remedy under this Assignment or any other document and to collect the Rents and to take possession and dispose of any collateral located upon or attached to the Property, which collateral may be subject to an assignment or security interest created in favor of Beneficiary by the Deed of Trust, this Assignment or any other document. Beneficiary shall be entitled to manage the Leases on such terms and for such period of time as Beneficiary may deem proper. Beneficiary may proceed to collect and receive all Rents from the Property under the Leases and Beneficiary shall have full power to periodically make alterations, renovations, repairs, or replacements to the Property as Beneficiary may deem proper. Beneficiary may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation thereof. Beneficiary may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and costs of these actions may be paid from the Rents received and any unpaid amounts shall be secured by the Note and Deed of Trust. These amounts, together with attorney's fees and other costs, shall become part of the indebtedness secured by the Deed of Trust and this Assignment.

6. **Direct Assignment.** The authority and power of Beneficiary to collect Rents from the Property, as set forth herein, may be exercised and said Rents may be collected with or without the taking of possession of the Property, or any part thereof, and without the necessity of (but nothing herein contained shall be construed to prohibit) Beneficiary from instituting foreclosure of the Deed of Trust or lien or an action upon the Note and/or action upon this Assignment directly against the tenants under the Leases assigned hereby.

7. **Power of Attorney.** Grantor authorizes Beneficiary as Grantor's attorney in fact, at Beneficiary's option, upon the occurrence of an Event of Default, to collect all of the Rents in Grantor's possession or control and to collect all Rents and any other income which are now due and which may hereafter become due under the Leases, to take such action, legal or equitable, as Beneficiary may deem necessary to enforce payment of the Rents or, upon taking possession of the Property under this Assignment, to lease or release the Property or any part thereof, to evict tenants, bring or defend any suits in connection with the possession of the Property in the name of either party, make repairs as Beneficiary deems appropriate and perform such other acts in connection with the management and operation of the Property and improvements as Beneficiary may deem proper in its discretion. The receipt by Beneficiary of any Rents pursuant to this Assignment shall not cure any Event of Default or affect foreclosure proceedings under the Deed of Trust or any sale which may be held pursuant to such proceedings, except to the extent such receipt effects a cure of any amount then due Beneficiary as provided by law.

8. **Beneficial Interest.** Beneficiary has a beneficial interest under this Assignment and shall not be obligated to perform or discharge any obligation, duty, or liability under the Leases or any development or annexation agreement or proceeding by reason of this Assignment. Grantor hereby agrees to indemnify Beneficiary and to hold Beneficiary harmless from any and all liability, loss or

damage which Beneficiary may incur by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Beneficiary by reason of any alleged obligations or undertakings on Beneficiary's part to perform or discharge any of the terms or agreements contained in the Leases or any development or annexation agreement or proceeding. Notwithstanding the foregoing, Grantor shall have no obligation to indemnify Beneficiary and hold Beneficiary harmless for any liability, loss, or damage arising as a result of Beneficiary's gross negligence or willful misconduct. Should Beneficiary incur any liability, loss or damage under the Leases of any development or annexation agreement or proceeding or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, expenses and reasonable attorney's fees, shall be secured by the indebtedness which this Assignment secures. Grantor agrees to reimburse or cause Borrowers to reimburse Beneficiary immediately upon demand for any such costs and upon failure of Grantor or Borrowers to do so, Beneficiary may accelerate and declare due all sums owed to Beneficiary by Borrowers or Grantor under any obligation.

9. **Management of Property.** Upon the occurrence and during the continuance of any Event of Default, Grantor hereby authorizes (but nothing herein shall be deemed to require or obligate) Beneficiary, upon entry to the Property as provided herein, to take and assume the management, operation and maintenance of the Property; to perform all acts necessary and proper in its sole discretion with respect to the Property; and to expend such sums as may be necessary in connection therewith, including the authority to effect new Leases, to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases and to make concessions to tenants.

10. **Notice to Tenants and Other Parties Who Owe or May Owe Rents.** A written demand by Beneficiary under the Leases for the payment of Rents, or written notice of any default claimed by Beneficiary under the Leases shall be sufficient notice to the tenants and to others who owe or may owe Rents to Grantor to make future payments of Rents directly to Beneficiary and to cure any default under the Leases without the necessity of further consent by Grantor.

11. **Modification and Waiver.** The modification or waiver of any of Borrowers' indebtedness, performance obligations or Beneficiary's rights under this Assignment must be contained in a writing signed by Beneficiary. Beneficiary may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Assignment shall not be affected if Beneficiary amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Borrower or guarantor or any of its rights against any Borrower, guarantor or collateral.

12. **Notices.** Any notice required or desired to be given by the parties hereto shall be in writing and shall be delivered or given to the other party as provided in the Loan Agreement at the address of Beneficiary and Grantor set forth on the first page of this Assignment. If a party wishes to change its address for notices such party must deliver to the other party a writing designated as a change of address notice which notice must be delivered in a manner provided in the Loan Agreement for the delivery of notices.

13. **Severability.** If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

14. **Miscellaneous.**

(a) This Assignment shall be construed under and governed by the laws of the State of Nebraska.

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

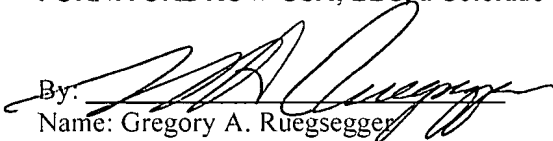
(c) In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Deed of Trust, the terms and conditions of this Assignment, not contrary to applicable law, shall control.

(d) WAIVER OF JURY TRIAL. IT IS MUTUALLY AGREED BY AND BETWEEN GRANTOR AND BENEFICIARY THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS ASSIGNMENT, THE NOTE, THE LOAN AGREEMENT, THE DEED OF TRUST AND ALL OTHER INSTRUMENTS EXECUTED IN CONNECTION THEREWITH.

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the day and year first above written.

GRANTOR:

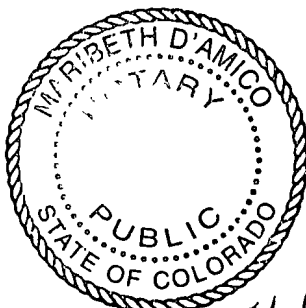
FURNITURE ROW USA, LLC, a Colorado limited liability company

By: 
Name: Gregory A. Ruegsegger
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of January, 2013, by Gregory A. Ruegsegger, a Manager of FURNITURE ROW USA, LLC, a Colorado limited liability company, on behalf of said company.

WITNESS MY HAND AND OFFICIAL SEAL.



Maribeth D'Amico
Notary Public for the State of Colorado
My commission expires: 5/10/15

My Commission Expires 5/10/15

EXHIBIT A

LEGAL DESCRIPTION

That part of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at a point which is 40 feet East and 410 feet North of the Southwest corner of said Northwest 1/4 of the Northwest 1/4 of said Section 24, (which point is on the East side of a 7 foot strip of ground lying on the East side of 72nd Street, which strip was taken by the City of Omaha under Ordinance 16191 for sewer purposes); thence East on a line parallel to the North line of Dodge Street, a distance of 363.0 feet; thence North on a line parallel to the East line of 72nd Street, a distance of 140.0 feet; thence West on a line parallel to the North line of Dodge Street, a distance of 363.0 feet to a point on the East line of the 7 foot strip taken by the City of Omaha adjoining 72nd Street on the East; thence South along a line parallel to the East line of 72nd Street, a distance of 140.0 feet, to the point of beginning, EXCEPTING THEREFROM that portion conveyed to the City of Omaha by Warranty Deed filed August 28, 2000, in Book 2161 at Page 150, described as : Beginning at a point 380.00 feet north of and 40 feet east of the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 24, hence N02°09'56"W a distance of 170 feet; thence N87°50'02"E a distance of 21.26 feet; thence S21°08'48"W a distance of 10.10 feet; thence S03°25'22"E a distance of 114.70 feet; thence S34°33'47"E a distance of 9.51 feet; thence S02°03'34"E a distance of 37.99 feet; thence S87°50'03"W a distance of 24.80 feet to the point of beginning.

Together with a non-exclusive easement for ingress and egress over a strip of property described as follows: Commencing at a point 40 feet East and 410 feet North of the Southwest corner of said Northwest 1/4 of the Northwest 1/4 of said Section 24; thence East on a line parallel to the North line of Dodge Street, a distance of 413.0 feet; thence South on a line parallel to the East line of 72nd Street, for a distance of 30.0 feet; thence West on a line parallel to the North line of Dodge Street, a distance of 413.0 feet; thence North on a line parallel to the East line of 72nd Street, a distance of 30 feet, to the place of beginning, such easement shall permit use of said strip for ingress and egress of pedestrian and vehicular traffic; it being understood, however, that said 30 foot strip shall at all times be kept open and free for the movement of traffic, and that no vehicles will, at any time, be parked thereon.

County of Douglas,
State of Nebraska