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RASHELLE HOBBS
Recorder, Salt Lake County, UT
ALTA TITLE
BY: eCASH, DEPUTY - EF 13 P.

WHEN RECORDED, RETURN TO:

Randall Larsen
Gilmore & Bell, P.C.
15 W. South Temple, Suite 1450
Salt Lake City, Utah 84101

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT, made and entered into this November 1, 2020, by the MUNICIPAL BUILDING AUTHORITY OF MURRAY CITY, UTAH a Utah nonprofit corporation, whose address is 5025 South State Street, Murray, Utah 84107 (the "Assignor"), to and in favor of Zions Bancorporation, National Association, a national banking association, having its principal office in Salt Lake City, Utah ("Trustee"), as Trustee under a General Indenture of Trust dated as of November 1, 2020, by and between the Assignor and the Trustee (the "General Indenture"), as further supplemented by a First Supplemental Indenture, dated as of November 1, 2020 (the "First Supplemental Indenture," and together with the General Indenture, the "Indenture").

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Trustee all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the "Ground Lease") dated as of November 1, 2020, between Assignor, as lessee, and Murray City, Utah, as lessor, which Ground Lease demises the real property located in Salt Lake County, State of Utah, more particularly described in Exhibit A attached hereto and by this reference made a part hereof

FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Assignor contained in the Indenture and in Assignor's Lease Revenue Bonds, Series 2020, and any Additional Bonds or Refunding Bonds (as defined in the Indenture) (collectively, the "Bonds"); and

(B) The payment of all sums expended or advanced by Trustee pursuant to the terms of this Assignment and the Indenture, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as therein provided.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

(1) To faithfully abide by, perform and discharge every obligation, covenant and agreement of the Ground Lease to be performed by the lessee thereunder; at the sole cost and expense of Assignor, to enforce or secure the performance of every obligation, covenant, condition and agreement of the Ground Lease to be performed by the lessor thereunder; not to modify, extend or in any way alter the terms of the Ground Lease without

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the prior written consent of Trustee. Assignor also agrees not to waive or in any manner release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements to be performed by lessor.

(2) Not to declare the Ground Lease terminated nor to exercise any other right available to it upon breach by the lessor thereunder, without the prior written consent of Trustee.

(3) At Assignor's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Ground Lease or the obligations, duties or liabilities of lessor and lessee thereunder.

(4) That should the Assignor fail to make any payment or to do any act as herein provided, then Trustee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Trustee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease.

IT IS MUTUALLY AGREED THAT:

(1) Upon or any time after default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Indenture, Trustee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; do any acts which Trustee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, and in the order set forth in the Indenture. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or waive, modify, or effect notice of default under any instrument secured hereby or invalidate any act done pursuant to such notice. The remedies of the Trustee herein shall be subject to the limitations set forth in Article IX of the General Indenture.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the Indenture.

(2) Trustee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease, or under or by reason of this Assignment.

(3) Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to Trustee any and all subleases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Trustee, upon demand, any and all instruments that may be necessary therefor.

(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(5) This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors, and assigns.

(6) All notices, demands, or documents of any kind which Trustee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally or by leaving a copy of such notice, demand or document addressed to Assignor at the address set forth in the beginning of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at Assignor's address.

(7) Notwithstanding anything to the contrary contained herein, no deficiency judgment upon any foreclosure may be entered against the Assignor, Murray City, Utah, the State of Utah or any of its political subdivisions.

EXECUTED as of the day and year first above written.



MUNICIPAL BUILDING AUTHORITY
OF MURRAY CITY, UTAH

By: Dale M Cup
Chair/President

ATTEST:

By: Diane Hiley Tucker
Secretary-Treasurer

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION

By: Carl Mathis
Title: Vice President

CONSENT TO ASSIGNMENT

Murray City Corporation, as lessor under the Ground Lease hereby consents to the assignment by the Municipal Building Authority of Murray City, Utah, of its interest in the Ground Lease to the within mentioned Trustee to secure the within described Indenture and Bonds.

Executed as of the day and year first above written.



MURRAY CITY CORPORATION


By: 
Mayor

ATTEST:

By: 
City Recorder

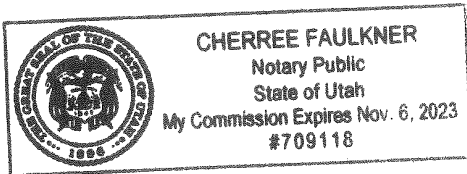
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On November 20, 2020, the foregoing instrument was acknowledged before me by Dale Cox and Diane Turner, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of Murray City, Utah.



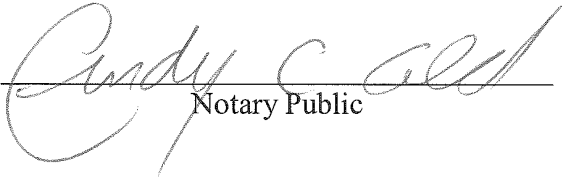
Notary Public

(SEAL)



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

On November 23, 2020, the foregoing instrument was acknowledged before me by Carl Mathis, a trust officer of Zions Bancorporation, National Association.



Notary Public

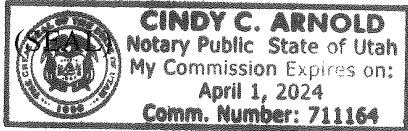


EXHIBIT A

All real property located or the land located in Salt Lake County, Utah, described as follows:

Parcel 1:

COMMENCING 5.06 chains South from Northeast corner of Section 12, Township 2 South, Range 1 West, Salt Lake Meridian; thence East 1.3 feet; thence South 248.16 feet; thence North 84° West 100.32 feet; thence North 233.64 feet; thence North 88-1/4° East 99 feet to BEGINNING.

Parcel 2:

Beginning at a point which is 570.90 feet South from the Northeast corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 1.3 plus or minus feet; thence South 21.25 plus or minus feet; thence North 84°06'03" West 68.41 plus or minus feet; thence North 0°04' West 10.75 plus or minus feet; thence South 84° East 42.25 plus or minus feet; thence North 10.48 plus or minus feet; thence South 84° East 24.88 plus or minus feet to the point of BEGINNING.

Parcel 3:

Beginning at a fence corner which corner is the recognized North-west property corner of the Simpson parcel; said corner being located South 585.034 feet and West 67.513 feet from the North-east corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence South 84°06'03" East 83.130 feet along the existing fence line that separates the Diana parcel from the Simpson parcel; thence South 00°18'44" East 182.90 feet along an existing fence line that separates the Woo parcel from the Simpson parcel; thence South 89°45'19" West 83.949 feet to an existing fence line; thence North 00°04'41" East 191.80 feet along an existing fence line and an extension of said fence line that separates the Gannuscia parcel from the Simpson parcel; said fence line has a gap of approximately 90.00 feet in the vicinity of a building; to the point of beginning.

Parcel 4:

Beginning at a point 559.3 feet North, and South 89°58' West 66.6 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58' West 42 feet; thence North 4' West 190.3 feet; thence South 84° East 42.23 feet; thence South 4'41" East 191.8 feet to the point of beginning.

ALSO:

Beginning at a point South 585.034 feet and West 67.513 feet from the Northeast Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 84°06'03" East 0.76 plus or minus feet; thence South 0°04' East 181.05 plus or minus feet; thence South 89°58' West 1.22 plus or minus feet; thence North 0°04'41" East 181.13 plus or minus feet to the point of beginning.

ALSO:

Beginning at a point 559.3 feet North and South 89°58' West 108.6 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58' West 42 feet; thence North 4' West 200.7 feet; thence South 84° East 42.23 feet; thence South 4' East 196.3 feet to the point of beginning.

Parcel No. 5:

COMMENCING 470.1 feet North and 34.7 feet East from Southeast corner of Northeast 1/4 of Northeast 1/4 Section 12, Township 2 South, Range 1 West, Salt Lake Meridian, West 134.35 feet North 39.2 feet East 134.35 feet South 39.2 feet to beginning.

Parcel No. 6:

COMMENCING 430.1 feet North and 34.7 feet East from Southeast corner of Northeast 1/4 of Northeast 1/4 Section 12, Township 2 South, Range 1 West, Salt Lake Meridian, West 134.35 feet North 40 feet, East 134.35 feet South 40 feet to BEGINNING.

Parcel No. 7:

Beginning 390.1 feet North and North 89°58' East 34.9 feet from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence South 89°58' West 134.35 feet; thence North 0°04' West 40 feet; thence North 89°58' East 134.35 feet; thence South 0°04' East 40 feet to the point of beginning.

Also including:

Beginning 350.1 feet North and 35 feet East from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 134.35 feet; thence North 40 feet; thence East 134.35 feet; thence South 40 feet to the point of beginning.

Parcel 8:

Beginning at a point 310.1 feet North along the Meridian line and North 89°58' East 35.1 feet from the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58' West 134.35 feet, thence North 4° West 40 feet; thence North 89°58' East 134.35 feet; thence South 4° East 40 feet to the place of beginning.

Said land being otherwise known as Lot 27 of the Murray City Ball Ground.

Parcel 9:

BEGINNING at a point on the North side of Fifth Avenue, which point is East 59.4 feet and North 558.21 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 65.10 feet, along the North line of said Fifth Avenue; thence North 171.512 feet; thence North 84°00'00" West 65.46 feet; thence South 178.35 feet to the point of beginning.

Parcel 10:

BEGINNING at a point on the North side of Fifth Avenue, which point is North 304.16 feet and East 191.45 feet and North 3°00'00" East 254.0 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West along the North side of said Street a distance of 80.0 feet; thence North 171.512 feet; thence South 84°00'00" East 88.98 feet; thence South 3°00'00" West 162.44 feet to the point of beginning.

Parcel 11:

Commencing 827.64 feet North and North 88°15' East 352 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East 100 feet; thence South 144.33 feet; thence North 84° West 100.32 feet, more or less, to a point which is due South of the point of beginning; thence North 125 feet, more or less, to the point of beginning.

Commencing 827.64 feet North and North 88°15' East 302 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East 50 feet; thence South 125 feet; thence North 84° West 50 feet; thence North 118 feet to the place of beginning.

Beginning at a point on the South line of a 16 foot lane bearing North 12 chains, 54 links and North 88°15' East 252 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence North 88°15' East on South line of said lane 50 feet; thence South 118 feet to a combination fence; thence North 84° West 50 feet, 2 inches to a point due South of the point of beginning; thence North 111 feet to the place of beginning.

Beginning at a point 15.56 chains North and North 88°15' East 168 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running North 88°15' East 50 feet, South 183 feet, South 88°15' West 50 feet, North 183 feet to the point of beginning.

Beginning at a point 15.56 chains North and North 88°15' East 218 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running North 88°15' East 50 feet, South 183 feet, South 88°15' West 50 feet, North 183 feet to the point of beginning.

Beginning at a point 15.56 chains North and North 88°15' East 268 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running North 88°15' East 50 feet, South 183 feet, South 88°15' West 50 feet, North 183 feet to the point of beginning.

Commencing 827.64 ft. N & N 88°15' E 202 ft. SW cor Lot 1, Sec. 7, T 2S., R 1 E., SL Mer N 88°15' E. 50 ft.; S 111 ft.; N 84° W 50.16 ft.; N 103 ft. to beginning.

That alley way described as follows:

Beginning at a point 827.64 ft. North and N 88°15' E. 167.0 ft. from the S.W. Corner Lot 1, Section 7, T2S, R1E, S.L.B.&M; and running thence North 16.0 ft.; thence N 88°15' E. 150.0 ft.; thence South 16.0 ft.; thence S 88°15' W. 150.0 ft. to the point of beginning.

Parcel 12:

Beginning South 593.58 feet and East 15.18 feet from the Northeast Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Meridian; thence South 84°06'03" East 2.33 feet, more or less; thence South 159.98 feet, more or less; thence West 1.45 feet, more or less; thence North 0°18'44" West 160.22 feet to Beginning.

Parcel 13:

Beginning North 559.3 feet and North 89°58' East 17.4 feet from the Southwest Corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 0°04' West 182.9 feet; thence South 84° East 29.59 feet, more or less; thence South 179.77 feet, more or less; thence South 89°58' West 29.4 feet, more or less, to Beginning.

Parcel 14:

Beginning North 559.3 feet and North 89°58' East 46.8 feet from the Southwest Corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 179.77 feet, more or less; thence South 84° East 13.07 feet, more or less; thence South 178.4 feet; thence South 89°58' West 13 feet to Beginning.

Parcel 15:

Beginning at a point in the center line of Forty-Eight South Street 1026.96 feet North and North 88°15' East 368.5 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 183 feet to the North line of an alley; thence North 88°15' East along the North line of an alley 50 feet; thence North 183 feet to the center of said Forty-Eight South Street; thence South 88°15' West 50 feet to the place of beginning.

Parcel 16:

Beginning on the South side of a lane which is 166 feet, more or less, South of the South line of 4800 South Street, said point being 827.64 feet, more or less, North and North 88°15' East 102 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East along said South side 100 feet; thence South 103 feet; thence North 84° West 101 feet; thence North 88 feet to the beginning.

Parcel 17:

Beginning at a point on the South side of a 4 rod county road, said point being 993.64 feet North and North 88°15' East 142.5 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East along said South line 25.5 feet; thence South 150 feet, more or less, to the North side of a lane; thence South 88°15' West along said North line 25.5 feet; thence North 150 feet to beginning.

Together with a portion of the vacated alley abutting Parcels 16 and 17 described as follows:

Beginning at a point which is North 827.64 feet and North 88°15'00" East 142.50 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 16.00 feet; thence North 88°15'00" East 24.50 feet; thence South 16.00 feet; thence South 88°15'00" West 24.50 feet to the point of beginning

Parcel 18

Beginning at a point in the South boundary line of 48th South Street; which point is 993.64 feet North and North 88 1/4° East 17 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88 1/4° East 50 feet; thence South 150 feet; thence South 88 1/4° West 50 feet; thence North 150 feet to the point of beginning.

Parcel 19:

Beginning at a point 12.54 chains North and North 88°15' East 1 foot from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East 101 feet; thence South 88 feet; thence North 84° West 102 feet; thence North 81 feet to the point of beginning

Parcel 20:

Beginning at a point which is 570.90 feet South and 1.3 feet East of the Northeast corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 16.2 feet, more or less; thence South 22.92 feet, more or less; thence North 84°06'03" West 16.29 feet, more or less; hence North 21.25 feet more or less to the point of beginning.

Parcel 21:

A parcel of land lying and situate in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being a public road known as Poplar Street, for which the basis of bearing is South 87°53'15" West 873.22 feet measured on a line between the Street Monument at the Intersection of State Street and 4800 South Street and the Witness Corner to the Northeast Corner of Section 12, Township 2 South, Range 1 West Salt Lake Base and Meridian; more particularly described as follows:

Beginning at a point on the Southerly Right of Way line of 4800 South Street, said point being South 02°26'45" East 33.00 feet and coincident with said Southerly Right of Way line, North 87°53'15" East 457.65 feet from the Witness Corner to the Northeast corner of Section 12 and running; thence coincident with the Southerly Right of way line of 4800 South Street, North 87°53'18" East a distance of 50.08 feet to the Easterly Right of way line of Poplar Street; thence coincident with said Easterly line, South 00°05'43" West a distance of 449.06 feet to the Northerly right of way line of 5th Avenue; thence coincident with the Northerly line; South 89°55'46" West a distance of 50.14 feet to the Westerly Right of way line of Poplar Street; thence coincident with said Westerly line, North 00°06'28" East a distance of 447.27 feet more or less to the point of beginning

Less and excepting from Parcel 21, the following described property:

Commencing 776.22 feet South & 420.35 feet East from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 50 feet, thence North 130 feet; thence North 83°50' West 50.26 feet, to a point North 135.4 feet of the point of beginning thence South 135.4 feet to the point of beginning.

Less and excepting from the above described properties any portion lying within the bounds of any public road.

Tax ID No. 21-12-231-005
Tax ID No. 21-12-231-012
Tax ID No. 21-12-231-014
Tax ID No. 21-12-231-015
Tax ID No. 21-12-232-006
Tax ID No. 21-12-232-007
Tax ID No. 21-12-232-011
Tax ID No. 21-12-232-010
Tax ID No. 22-07-104-014
Tax ID No. 22-07-104-015
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Tax ID No. 22-07-105-018