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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: ZJM, DEPUTY - WI 7 P.

MNT File No. 01028451
WHEN RECORDED MAIL TO:

BLAKE K. WADE
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
201 SOUTH MAIN STREET SUITE 600
SALT LAKE CITY UT 84111

Tax Parcel #21-35-277-020

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT, made and entered into this 1st day of May, 2001, by the MUNICIPAL BUILDING AUTHORITY OF MIDVALE CITY, UTAH, a Utah nonprofit corporation, whose address is 655 West Center Street, Midvale, Utah (the "Assignor"), to and in favor of Wells Fargo Brokerage Services, LLC, having its principal office in Salt Lake City, Utah ("Purchaser") as the Purchaser of the Assignor's Lease Revenue Bonds Series 2001 (the "Series 2001 Bonds") issued pursuant to a Resolution of the Assignor adopted April 17, 2001 (the "Resolution").

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Purchaser all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the "Ground Lease Agreement") dated as of May 1, 2001, between Assignor, as lessee, and Midvale City, Utah, as lessor, which Ground Lease Agreement 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 Resolution and in Assignor's Series 2001 Bonds (collectively, the "Bonds"); and

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

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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 Agreement 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 Agreement to be performed by the lessor thereunder; not to modify, extend or in any way alter the terms of the Ground Lease Agreement without the prior written consent of Purchaser. 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 Agreement terminated nor to exercise any other right available to it upon breach by the lessor, without the prior written consent of Purchaser.

(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 Agreement 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 Purchaser, 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 Purchaser 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 Purchaser, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease Agreement.

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 Resolution, Purchaser 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 Purchaser 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 Resolution. 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 Purchaser herein shall be subject to the limitations set forth in Article VI of the Resolution.

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 Resolution.

(2) Purchaser 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 Agreement, 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 Purchaser 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 Purchaser, upon demand, any and all instruments that may be necessary therefor.

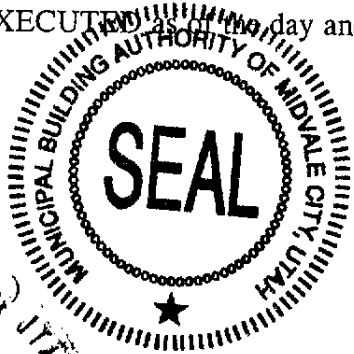
(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(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 Purchaser 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, Midvale 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
MIDVALE CITY, UTAH

By: *John Seghini*
President

(SEAL)

ATTEST:

BY: *Christina Colett*

Secretary

WELLS FARGO BROKERAGE
SERVICES, LLC, AS PURCHASER

By: *[Signature]*
Title: Vice President

CONSENT TO ASSIGNMENT

Midvale City, Utah, as lessor under the Ground Lease Agreement hereby consents to the assignment by the Municipal Building Authority of Midvale City, Utah of its interest in the Ground Lease Agreement to the within mentioned Purchaser to secure the within described Resolution and Bonds.

Executed as of the day and year first above written.

MIDVALE CITY, UTAH

By: *John Beghini*
Mayor

ATTEST:

By: *Christina P. Grant*
City Recorder



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

The foregoing instrument was acknowledged before me this 10th day of May, 2001 by JoAnn B. Seghini and Christeen C. Pratt, respectively, the President and Secretary of the Municipal Building Authority of Midvale City, Utah



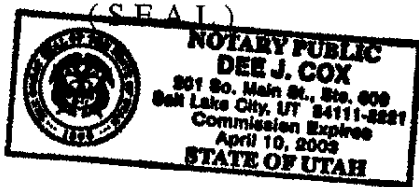
Joan N. Roberts
Notary Public

(S E A L)

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

The foregoing instrument was acknowledged before me this 15th day of May, 2001 by Liz Burgess, Vice President of Wells Fargo Bank.

Dee J. Cox
Notary Public



(S E A L)

EXHIBIT "A"

Description of Real Property located in Salt Lake County, Utah, to wit:

Beginning at a point located on the north property line of Midvale City Corporation's Public Works Facility; said point being N 0°13'10" W 194.05 feet, and S 89°46'50" W 71.83 feet from the east quarter corner of Section 35, T.2S., R.1W., S.L.B.&M.; thence along said north property line S 89°46'50" W 107.92 feet; thence S 0°13'10" E 39.67 feet; thence N 89°46'50" E 107.92 feet; thence N 0°13'10" W 39.67 feet to the point on beginning. Contains 4281.186 square feet, (0.0983 acres), and is totally located within the existing property boundary of the City's Public Works Facility.