

LAWYERS TITLE

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When Recorded Mail This Deed To:

1968257A-7-5-3--
amine

Kirkland & Ellis LLP
300 N. LaSalle
Chicago, Illinois 60654
Attention: Justin Bender

Tax Parcel No.: 132-36-031

(Above Space for Recorder's Use Only)

ASSIGNMENT OF GROUND LEASE

This ASSIGNMENT OF GROUND LEASE ("Assignment") is made and entered into as of the 30 day of September, 2021, by and between BOYER RIO 2100 FF-2 OFFICE, LLC, an Arizona limited liability company ("Assignor") and SOP 2100 RIO, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

A. Assignor and Assignee entered into that certain Agreement of Sale and Purchase and Joint Escrow Instructions dated September 13, 2021 ("Agreement") with respect to the sale of Assignor's interest under that certain Land and Improvements Lease between Assignor (as successor in interest to Boyer FF-2&3 Holdings, LLC), as tenant, and the City, as landlord, dated June 28, 2019, which is further evidenced by that certain Memorandum of Land and Improvements Lease dated June 28, 2019, and recorded on June 28, 2019, as Instrument No. 20190497122, in the official records of the Maricopa County Recorder's office (the "Ground Lease").

B. The Ground Lease covers the real property described in Exhibit "A" attached hereto (the "Real Property"). Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Ground Lease, and Assignee desires to accept such assignment and to assume and perform all of Assignor's covenants and obligations in and under the Ground Lease from and after the date hereof.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Ground Lease. Assignor hereby conveys and transfers to Assignee all of Assignor's reversionary interest in the Real Property and the building and improvements located on the Real Property.

2. Assignee hereby accepts the above assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and

obligations required to be kept, performed, fulfilled and discharged by Assignor under the Ground Lease from and after the date hereof (but not prior to the date hereof).

3. Assignee hereby assumes the obligations of Assignor under or with respect to the Ground Lease arising from and after the date hereof. Assignee shall defend, indemnify and hold harmless Assignor from and against any liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, associated legal expenses and costs of court) incurred by Assignor (a) by reason of the failure of Assignee to fulfill, perform, discharge and observe its obligations under or with respect to the Ground Lease arising from and after the date hereof, or (b) on account of injury to persons, loss of life or damage to property occurring at the Property on and after the date hereof (unless resulting from the activities for within Assignor's indemnification obligation in (ii), below). Assignor shall defend, indemnify and hold harmless Assignee from and against any liabilities, losses, damages, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, associated legal expenses and costs of court) incurred by Assignee (i) by reason of the failure of Assignor to fulfill, perform, discharge and observe its obligations under or with respect to the Ground Lease arising prior to the date hereof, or (ii) on account of injury to persons, loss of life or damage to property occurring at the Property prior to the date hereof, unless resulting from the activities of Assignee or its agents, employees or contractors.


(Signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“ASSIGNOR”

BOYER RIO 2100 FF-2 OFFICE, LLC, an Arizona limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability company

By: 
Name: NATHAN R. BOYER
Title: Manager

“ASSIGNEE”

SOP 2100 RIO, LLC, a Delaware limited liability company

By: _____
Name: Signed in
Its: Counterpart

(Acknowledgements follow)

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“ASSIGNOR”

BOYER RIO 2100 FF-2 OFFICE, LLC, an Arizona limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability company

By: **Signed in**
Name: **Counterpart**
Title: Manager

“ASSIGNEE”

SOP 2100 RIO, LLC, a Delaware limited liability company

By: 
Name: Matthew Coleman
Its: Vice President

(Acknowledgements follow)

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

On this 28 day of September, 2021, before me, the undersigned, personally appeared Nathan B. Boyer, known or identified to me to be a manager of The Boyer Company, L.C., which is the manager of BOYER RIO 2100 FF-2 OFFICE, LLC, an Arizona limited liability company, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.

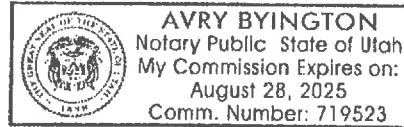
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Amy Byington
NOTARY PUBLIC

My Commission Expires: 8/28/2025

Residing at: Davis County.

~~STATE OF _____)
 : ss.
COUNTY OF _____)~~



~~On this _____ day of September, 2021, before me, the undersigned, personally appeared _____, known or identified to me to be the _____ of SOP 2100 Rio, LLC, a Delaware limited liability company, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.~~

~~In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.~~

~~_____
NOTARY PUBLIC~~

~~My Commission Expires:~~

~~Residing at: _____~~

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

On this ___ day of September, 2021, before me, the undersigned, personally appeared _____, known or identified to me to be a manager of The Boyer Company, L.C., which is the manager of BOYER RIO 2100 FF-2 OFFICE, LLC, an Arizona limited liability company, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF Texas)
 : ss.
COUNTY OF Tarrant)

On this 22 day of September, 2021, before me, the undersigned, personally appeared Matthew Coleman, known or identified to me to be the Vice President of SOP 2100 Rio, LLC, a Delaware limited liability company, who executed the instrument on behalf of said limited liability company, and acknowledged to me that the limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Amanda Goode
NOTARY PUBLIC
Residing at: 301 Commerce St. Suite 3300
Fort Worth, TX 76102

My Commission Expires:

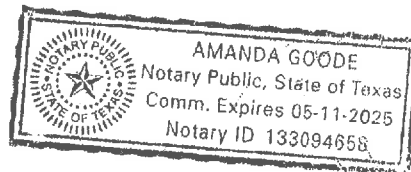


EXHIBIT "A"
TO
ASSIGNMENT OF GROUND LEASE

Legal Description

LOT 7 OF RIO SALADO BUSINESS PARK II, AS RECORDED IN BOOK 1331 OF MAPS,
PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.