

WHEN RECORDED RETURN TO:

Blaine L. Carlton
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, UT 84111

**SECOND SUPPLEMENT TO LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND
FINANCING STATEMENT**

THIS SECOND SUPPLEMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT is made as of the 1st day of April, 2000 by and among the Municipal Building Authority of Summit County, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this Agreement is 54 North Main, Coalville, Utah, 84017; and Zions First National Bank (the "Trustee"), whose place of business is One South Main Street, Salt Lake City, Utah, 84111; and Zions First National Bank (the "Beneficiary"), whose place of business is One South Main Street, Salt Lake City, Utah 84111, as trustee under a General Indenture of Trust (the "General Indenture") and a First Supplemental Indenture of Trust (the "First Supplemental Indenture"), each dated as of April 1, 1998, executed in connection with the issuance of the Trustor's \$4,185,000 Lease Revenue Bonds, Series 1998A (the "Series 1998A Bonds"), a Second Supplemental Indenture (the "Second Supplemental Indenture"), dated as of December 1, 1999, executed in connection with the issuance of \$3,170,000 Lease Revenue Bonds, Series 1999 (the "Series 1999 Bonds") and a Third Supplemental Indenture (the "Third Supplemental Indenture," and together with the General Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), dated as of April 1, 2000, executed in connection with the issuance of \$4,715,000 Lease Revenue Bonds, Series 2000 (the "Series 2000 Bonds"). This Second Supplement to Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement (the "Second Supplement"), supplements and amends the Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated as of the 1st day of April 1998 executed and delivered by the Trustor, and recorded April 23, 1998, in the official records of the Summit County Recorder in Book 1138 Pages 657 through 686 (the "Deed of Trust"), and as previously amended, for the purpose of adding additional property to secure the Trustor's obligations with respect to the Series 1998A Bonds, the Series 1999 Bonds and the Series 2000 Bonds.

WITNESSETH:

WHEREAS, the Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE Trustor's right, title and interest under that certain Ground Lease Agreement dated as of April 1, 2000 (the "Ground Lease") by and between Summit County, Utah, as lessor, and Trustor, as lessee, which Ground Lease demises and

leases all that property situated in Summit County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

WHEREAS, in connection with the issuance of the above described Series 1998A Bonds, the Trustor has previously delivered to the Trustee for the benefit of the Beneficiary and the holders of (among others) the Series 1998A Bonds, the Deed of Trust to secure the payment and performance of each and every obligation of the Trustor under the Loan Instruments (as defined in the Deed of Trust); and

WHEREAS, the Deed of Trust by its express terms secures Additional Bonds and Refunding Bonds, each as defined in the Indenture; and

WHEREAS, concurrently with the execution and delivery of this Second Supplement, the Series 2000 Bonds are being issued as Additional Bonds under the Indenture to finance costs associated with the acquisition and construction of a state courts building and other related improvements to be located at Kimball Junction in Summit County, Utah; and

WHEREAS, the Trustor, the Trustee and the Beneficiary desire that the Series 2000 Bonds be secured by the Deed of Trust and further desire to amend the Deed of Trust.

NOW THEREFORE for good and valuable consideration the receipt of which is hereby acknowledged the parties hereto agree as follows:

Section 1. Series 2000 Bonds Included as Bonds under Deed of Trust. The parties hereto agree and acknowledge that the Series 2000 Bonds are Additional Bonds, each under the Indenture and that the Trustor's obligation to pay principal, premium, if any, and interest on the Series 2000 Bonds shall be secured under the Deed of Trust along with any other Bonds issued thereunder, without preference or priority for one series of bonds over any other series of bonds.

Section 2. Deed of Trust to Remain in Full Force and Effect. Except as supplemented and amended hereby, the Deed of Trust shall be and remain in full force and effect and the supplement made hereby shall not effect the lien or priority established by the Deed of Trust.

Section 3. Severability. Terms and provisions of this Second Supplement are intended to be performed in accordance with and only to the extent permitted by applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provisions or of the Deed of Trust, to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

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Section 4. Governing Law. This Second Supplement shall be governed by the laws of the State of Utah.

Section 5. Execution in Counterparts. This Second Supplement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Trustor, Trustee and Beneficiary have executed this Second Supplement to Deed of Trust as of the day and year first written above.

MUNICIPAL BUILDING AUTHORITY OF SUMMIT COUNTY, UTAH



President

ATTEST:



Secretary-Treasurer

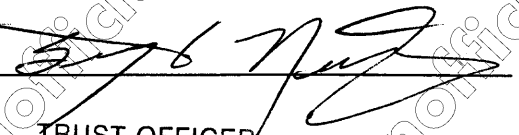


ZIONS FIRST NATIONAL BANK,
as Deed of Trust Trustee

By 

Its TRUST OFFICER

ZIONS FIRST NATIONAL BANK,
as Trustee and Beneficiary

By 

Its TRUST OFFICER

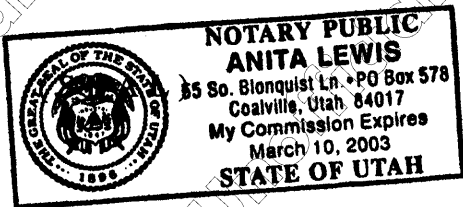
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STATE OF UTAH)
)
) :SS.
)
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1 day of May 2000 by Patrick Cone and Sheldon D. Richins, respectively, the President and Secretary-Treasurer of the Municipal Building Authority of Summit County, Utah.

Anita Lewis

Notary Public



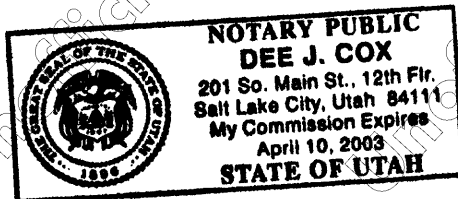
STATE OF UTAH)
)
) :SS.
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2nd day of May 2000 by Stephanie Nichols the Stanford Nelson of Zions First National Bank, as Deed of Trust Trustee.

Dee J. Cox

Notary Public

(SEAL)



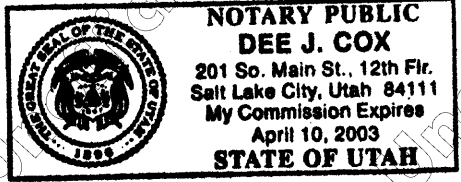
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STATE OF UTAH)
)
) :SS.
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of May 2000 by Stephanie Nichols, the Stephanie Nichols of Zions First National Bank, as Trustee and Beneficiary.

Dee J. Cox
Notary Public

(SEAL)



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EXHIBIT "A"

DESCRIPTION OF PROPERTY

Description of Real Property Located in the Summit County, Utah, to wit:

Summit County, Utah
Commencing at the South Quarter corner, Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North $0^{\circ}11'30''$ West 2671.83 feet along the quarter section line of said section to the Southwest corner of Lot 4 Silver Creek Commerce Center, Plat C Amended; thence South $89^{\circ}58'45''$ East 503.10 feet along the South line of said Lot 4 to the Southwest corner of Lot 6 of the above foreshaid plat and the true point of beginning; thence South $89^{\circ}58'45''$ East 1018.37 feet along the South boundary of said Lot 6 to the Southeast corner said Lot 6; thence North $00^{\circ}00'00''$ East 318.10 feet along the East boundary of said Lot 6 to the Southernmost Northeast corner of said Lot 6; thence North $35^{\circ}00'00''$ West 524.53 feet along the Northeast boundary of said Lot 6; thence South $60^{\circ}00'00''$ West 325.08 feet; thence 50.46 feet along a 60.00 foot radius curve left; said curve having a central angle of $48^{\circ}11'23''$ and a chord of North $54^{\circ}05'41''$ West 48.99 feet; thence 25.23 feet along a 30.00 foot radius curve right, said curve having a central angle of $48^{\circ}11'23''$ and a chord of North $54^{\circ}05'41''$ West 24.29 feet; thence North $30^{\circ}00'00''$ West 612.55 feet; thence 47.12 feet along a 30.00 foot radius curve right to the South boundary line of a 70.00 foot access easement shown on above foreshaid plat, said curve having a central angle of $90^{\circ}00'00''$ and a chord of North $15^{\circ}00'00''$ East 42.43 feet; thence South $60^{\circ}00'00''$ West 90.00 feet along said South line to the Northeast corner of Lot 5 of the above foreshaid plat; thence South $30^{\circ}00'00''$ East 642.55 feet along the East boundary of said Lot 5 to the Southeast corner of said Lot 5; thence South $60^{\circ}00'00''$ West 580.00 feet along the South line of said Lot 5 to the East boundary line of above foreshaid Lot 4; thence along said East boundary line South $30^{\circ}00'00''$ East 355.59 feet to the point of beginning.

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