

WHEN RECORDED, RETURN TO:

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Page 1 of 8  
Alan Spriggs, Summit County Utah Recorder  
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**THIRD SUPPLEMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF  
RENTS AND SECURITY AGREEMENT**

THIS THIRD SUPPLEMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of March 1, 2007, 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 60 North Main, Coalville, Utah 84017; and Zions First National Bank, as Trustee under the original Leasehold Deed of Trust (described herein) ("Beneficiary"), whose place of business is 10 East South Temple, 12th Floor, Salt Lake City, Utah 84111; and Zions First National Bank (the "Trustee"), as trustee, under a General Indenture of Trust dated as of April 1, 1998 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of April 1, 1998 (the "First Supplemental Indenture") in connection with the issuance of the Authority's \$4,185,000 Lease Revenue Bonds, Series 1998A (the "Series 1998A Bonds"), a Second Supplemental Indenture of Trust dated as of December 1, 1999 (the "Second Supplemental Indenture") in connection with the issuance of the Authority's \$3,170,000 Lease Revenue Bonds, Series 1999 (the "Series 1999 Bonds"), a Third Supplemental Indenture dated as of April 1, 2000 (the "Third Supplemental Indenture"), in connection with the issuance of the Authority's \$4,715,000 Lease Revenue Bonds, Series 2000 (the "Series 2000 Bonds" and collectively with the Series 1998A Bonds, and Series 1999 Bonds, the "Prior Bonds"), and a Fourth Supplemental Indenture dated as of March 1, 2007 in connection with the issuance of the Authority's \$3,797,000 Lease Revenue Refunding Bonds, Series 2007 (the "Series 2007 Bonds") (the "Fourth Supplemental Indenture" and collectively, the General Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture, the "Indenture"), each by and between the Trustor and the Beneficiary. This Third Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the "Third Supplement"), supplements and amends the Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of April 1, 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 "Original Leasehold Deed of Trust"), and as previously amended, by a First Supplement Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement executed and delivered by Trustor, and recorded December 1, 1999, in the official records of the Summit County Recorder in Book 01298, Pages 00135-00140 (the "First Supplement Deed of Trust") and a Second Supplement to Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement executed and delivered by Trustor,

and recorded December 1, 1999, in the official records of the Summit County Recorder in Book 01317, Pages 01163-01168 (the "Second Supplement Deed of Trust") for the purpose of confirming that the Series 2007 Bonds shall be secured by the Original Leasehold Deed of Trust as previously amended and as further amended herein. This Third Supplement is executed in connection with the issuance by the Trustor of its Series 2007 Bonds. The Original Leasehold Deed of Trust, the First Supplement, the Second Supplement and this Third Supplement are collectively referred to herein as the "Deed of Trust."

WITNESSETH:

WHEREAS, the Trustor has CONVEYED AND WARRANTED 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 more particularly described therein; and

WHEREAS, the Trustor has previously issued the Prior Bonds and has delivered to the Trustee for the benefit of the Beneficiary and the holders of the Prior Bonds, the Original Leasehold Deed of Trust, the First Supplement Deed of Trust and the Second Supplement Deed of Trust to secure the payment and performance of each and every obligation of the Trustor under the Loan Instruments (as defined therein); and

WHEREAS, the Trustor is concurrently with the execution and delivery of this Third Supplement issuing its Series 2007 Bonds as Refunding Bonds under the Indenture to ; and

WHEREAS, the Trustor, the Trustee and the Beneficiary desire that the Series 2007 Bonds be secured by the Deed of Trust;

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

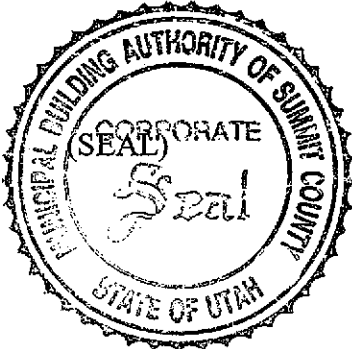
Section 1. Series 2007 Bonds Included as Additional Bonds under Deed of Trust. The parties hereto agree and acknowledge that the Series 2007 Bonds are Refunding Bonds under the Indenture and as such shall be secured under the Deed of Trust along with the outstanding Prior Bonds and any other Additional Bonds or Refunding Bonds (as defined in the Indenture) 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 hereby, the Deed of Trust shall be and remain in full force and effect and this Third Supplement shall not effect the lien or priority established by the Deed of Trust. The properties and interests therein to which the Deed of Trust is given are set forth in Exhibit A herein.

Section 3. Severability. Terms and provisions of this Third 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.

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

IN WITNESS WHEREOF, Trustor, Trustee and Beneficiary have executed this Third Supplement to Leasehold Deed of Trust Assignment of Rents and Security Agreement as of the day and year first written above.



MUNICIPAL BUILDING AUTHORITY  
OF SUMMIT COUNTY, UTAH, as Trustor

By: *[Signature]*  
President/Chair

ATTEST:

By: *[Signature]*  
Secretary

ZIONS FIRST NATIONAL BANK,  
as Trustee

By: *[Signature]*

Its: VICE PRESIDENT

ZIONS FIRST NATIONAL BANK, as  
Beneficiary

By: *[Signature]*

Its: VICE PRESIDENT

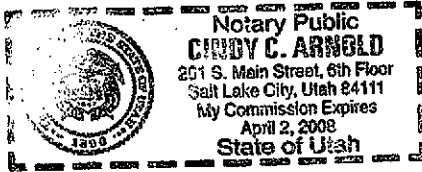
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Third Supplement to Leasehold Deed of Trust—Summit County MBA

Lease Revenue Book 00807476 Page 4 of 8 Summit County

STATE OF UTAH )  
 : SS  
COUNTY OF SUMMIT )

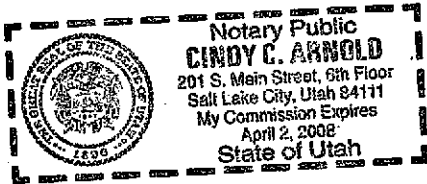
The foregoing instrument was acknowledged before me this March 15, 2007, by Sally Elliott and Kent Jones, respectively, the President/Chair and Secretary of the Municipal Building Authority of Summit County, Utah.



*Cindy C. Arnold*  
NOTARY PUBLIC

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

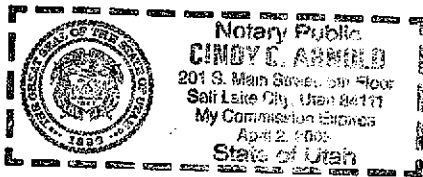
The foregoing instrument was acknowledged before me this March 15, 2007, by Stephanie Nichols, the Vice President of Zions First National Bank, as Deed of Trust Trustee.



Cindy C. Arnold  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this March 15, 2007, by Stephanie Nichols, the Vice President of Zions First National Bank, as Trustee.



Cindy C. Arnold  
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in Summit County, Utah, to wit:

Parcel 1

Beginning at the Southwest corner of Block 110, Plat "B", Coalville Townsite Survey and running thence North 23°30'00" West 185.00 feet along the Westerly line of said Block 110, thence North 66°30'00" East 197.03 feet, thence South 23°30'00" East 24.67 feet, thence North 76°08'33" East 58.83 feet, thence North 70°54'24" East 77.78 feet to the Easterly line of said Block 110, thence South 23°30'00" East 144.50 feet along said Block line to the Southeast corner of Block 110, thence South 66°30'00" West 332.58 feet to the point of beginning.

SUMMIT COUNTY TAX SERIAL NO'S: CT-168-X, CT-169-X,  
CT-170-X & CT-173-X.

Parcel 2

Commencing at the Northwest corner of Section 19, Township 1 South Range 4 East, Salt Lake Base and Meridian; thence South 0°01'25" East, a distance of 943.04 feet; thence South 89°13'11" East, a distance of 1236.29 feet to the POINT OF BEGINNING; thence South 0°30'50" West, a distance of 380.00 feet; thence North 89°29'10" West, a distance of 320.00 feet; thence North 14°09'25" West, a distance of 394.83 feet; thence South 89°13'11" East, a distance of 420.00 feet to the point of BEGINNING.

Summit County Tax Serial Number: PP-81-G-X

Parcel 3

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 foresaid 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 foresaid 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 foresaid 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 foresaid Lot 4; thence along said East boundary line South  $30^{\circ}00'00''$  East 355.59 feet to the point of beginning.

Summit County Tax Serial Number: SCO-C-AM-6-A-X