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12/14/2012 2:34:00 PM \$21.00  
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Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE LAYTON  
BY: eCASH, DEPUTY - EF 6 P.

Prepared by and mail after recording to:

Nexsen Pruet, PLLC (PFB)  
Carillon Building  
227 W. Trade Street  
Suite 1550  
Charlotte, NC 28202

D-48450 A

**FIRST AMENDMENT TO DEED OF TRUST AND SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO THE DEED OF TRUST AND SECURITY AGREEMENT** (the "First Amendment") is made, entered into, granted, and delivered on this 14<sup>th</sup> day of December, 2012, by and between **PROVIDENCE HALL**, a Utah nonprofit corporation having an address at 4795 West Ogden Peak Drive, Herriman, Utah 84096 (the "Trustor"), to **U.S. BANK NATIONAL ASSOCIATION**, having an office at 170 South Main Street, Suite 200, Salt Lake City, Utah 84101 ("Trustee") for the benefit of **FLORIDA FEDERAL LAND BANK ASSOCIATION, FLCA ("FFLBA")**, successor by merger with Farm Credit of Southwest Florida, ACA, for itself and as agent/nominee for **FARM CREDIT OF SOUTHWEST FLORIDA, FLCA**, a federal land credit association, having an office at 330 North Brevard Avenue, Arcadia, Florida 34266, and **U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank")**, having an office at 170 South Main Street, Suite 200, Salt Lake City, Utah 84101 (FFLBA and U.S. Bank are together referred to as the "Beneficiary").

**WITNESSETH:**

WHEREAS, Trustor granted to Trustee, in favor of Beneficiary, a first lien Deed of Trust and Security Agreement recorded on April 2, 2009 in Book 9705, Page 6816 in the Office of the Salt Lake County Recorder, State of Utah (the "Deed of Trust") on Trustor's property described in the Deed of Trust and on Exhibit A thereto (the "Property") to secure indebtedness to Beneficiary in the aggregate principal sum of Seven Million Five Hundred Sixty Thousand and No/100 Dollars (\$7,560,000.00) as evidenced by those certain Senior Secured Taxable Private Placement Bonds, Series A (USDA Guaranteed) and Series B (Non-Guaranteed) from Trustor, as Bond Issuer, to those certain Bondholders, described with particularity in that certain Trust Indenture dated as of April 1, 2009 by and between Trustor and U.S. Bank, as Trustee.

WHEREAS, Trustor desires to include additional property in the Property covered by the Deed of Trust, which Trustor and Beneficiary agree to add by virtue of this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Trustor, Trustee and Beneficiary hereby amend the Deed of Trust as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

2. Definitions. Capitalized terms used herein and not otherwise defined shall be defined as set forth in the Deed of Trust.

3. Amendment. The Deed of Trust shall be amended as follows:

The definition of Real Estate shall be amended to refer to the Exhibit "A" attached to this First Amendment, which shall be in substitution for the Exhibit "A" attached to the Deed of Trust and which shall include an additional 6.49 acres of real property identified as Parcel 2 (the "Additional Property").

4. Priority. Trustor and Beneficiary expressly acknowledge that its lien and security interest in the Additional Property shall be junior and subordinate (i) to the first lien of AgCredit, ACA for itself and as agent/nominee for AgCredit, ACA ("AgCredit") evidenced by the certain Deed of Trust and Security Agreement from Trustor to U.S. Bank National Association, as Trustee, for the benefit of AgCredit recorded in Book 10088, page 001 in the office of the Salt Lake County Recorder, State of Utah, (ii) to the Deed of Trust and Security Agreement for the benefit of the United States Department of Agriculture recorded in Book 10088, page 023 in the office of the Salt Lake County Recorder, State of Utah, and (iii) as described in that certain Parity Deed of Trust and Security Interest Agreement ~~recorded in Book \_\_\_\_\_, page \_\_\_\_\_~~ in the office of the Salt Lake County Recorder, State of Utah. The lien and security interest of Trustor and Beneficiary to all other property (other than the Additional Property) shown on Exhibit A shall remain in a first lien position.

5. No Other Changes. Except as herein expressly amended, each and every term, condition, warranty and provision of the Deed of Trust shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

6. Binding Effect. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.

7. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

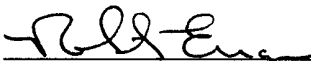
8. Counterparts. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[Remainder of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Trustor, Trustee and Beneficiaries hereto have caused this First Amendment to Deed of Trust to be executed as of the day and year first above written.

**TRUSTOR:**


PROVIDENCE HALL, a Utah nonprofit corporation

By:   
Printed Name: ROBERT ENGER  
Title: BOARD PRESIDENT

Consented to by:

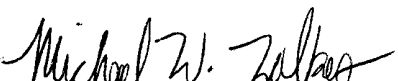
**TRUSTEE:**

U.S. BANK NATIONAL ASSOCIATION, as Trustee

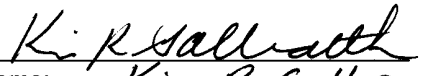
By:   
Printed Name: Kim R Galbraith  
Title: Vice President

**EACH BENEFICIARY:**

FLORIDA FEDERAL LAND BANK ASSOCIATION, FLCA,  
successor by merger with Farm Credit of Southwest Florida, ACA,  
for itself and as agent/nominee for Farm Credit of Southwest Florida, FLCA

By:   
Printed Name: Michael W. Zolkos  
Title: Cap. MKTS. Officer

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:   
Printed Name: Kim R Galbraith  
Title: Vice President

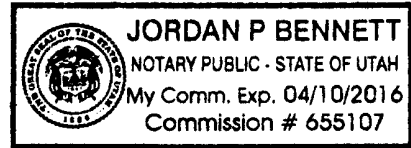
[Remainder of page intentionally left blank - notary acknowledgements follow]

STATE OF Utah  
COUNTY OF Salt Lake

I, Jordan P. Bennett, a Notary Public of the County and State aforesaid, certify that Robert E. Enger personally came before me this day and acknowledged that (s)he is Board President of PROVIDENCE HALL, a Utah nonprofit corporation, and that (s)he, as Board President being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this the 13<sup>th</sup> day of December, 2012.  
[SEAL]

Jordan P. Bennett  
Notary Public  
My Commission expires: 4/10/2016



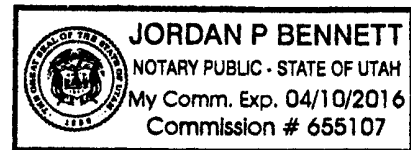
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STATE OF Utah  
COUNTY OF Salt Lake

I, Jordan P. Bennett, a Notary Public of the County and State aforesaid, certify that Kim R. Galbraith personally came before me this day and acknowledged that (s)he is Vice President of U.S. BANK NATIONAL ASSOCIATION (as "Trustee"), and that (s)he, as Vice President being authorized to do so, executed the foregoing on behalf of the association.

WITNESS my hand and official stamp or seal, this the 13<sup>th</sup> day of December, 2012.  
[SEAL]

Jordan P. Bennett  
Notary Public  
My Commission expires: 4/10/2016



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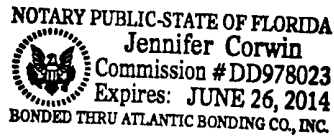
STATE OF Florida  
COUNTY OF DeSoto

I, Jennifer Corwin, a Notary Public of the County and State aforesaid, certify that Michael W. Zilkos personally came before me this day and acknowledged that (s)he is Capital Markets Office of FLORIDA FEDERAL LAND BANK ASSOCIATION, FLCA, successor by merger with Farm Credit of Southwest Florida, ACA, for itself and as agent/nominee for Farm Credit of Southwest Florida, FLCA, and that (s)he, as an Officer being authorized to do so, executed the foregoing on behalf of the association.

WITNESS my hand and official stamp or seal, this the 12<sup>th</sup> day of December, 2012.  
[SEAL]

Jennifer Corwin  
Notary Public

My Commission expires: June 26, 2014



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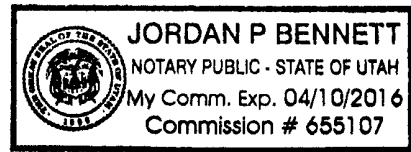
STATE OF Utah  
COUNTY OF Salt Lake

I, Jordan P. Bennett, a Notary Public of the County and State aforesaid, certify that Kim R. Galbraith personally came before me this day and acknowledged that (s)he is Vice President of U.S. BANK NATIONAL ASSOCIATION, as Trustee (as a Beneficiary), and that (s)he, as Vice President being authorized to do so, executed the foregoing on behalf of the association.

WITNESS my hand and official stamp or seal, this the 13<sup>th</sup> day of December, 2012.  
[SEAL]

Jordan P. Bennett  
Notary Public

My Commission expires: 4/10/2016



**EXHIBIT A**

**Parcel 1:**

Lot 1, Rosecrest Providence Hall Subdivision, according to the official plat thereof, recorded January 29, 2008, as Entry 10334598, in Book 2008P, at Page 25 of the official records recorded in the office of the County Recorder of Salt Lake County, Utah.

*The following is shown for informational purposes only: 33-07-301-001*

**Parcel 1A:**

TOGETHER WITH those certain Easements as created in the Covenants, Conditions and Restrictions recorded July 5, 2000, as Entry No. 7673671, in Book 8373 at Page 1559 and Covenants, Conditions and Restrictions recorded July 5, 2000, as Entry No. 7673672, in Book 8373, at Page 1601.

**Parcel 1B:**

Non-exclusive perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer laterals, and other sewer collection and transmission structures and facilities as detailed in that Easement, dated January 22, 2008, recorded January 22, 2008, as Entry No. 10327185, in Book 9560, at Page 6788 of the official records.

**Parcel 2:**

All of Lot 1, Rosecrest Providence Hall Subdivision 2, according to the official plat thereof recorded May 11, 2011, in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 11180756 in Book 2011 at Page 58.

TOGETHER WITH those certain Easements as created in the Covenants, Conditions and Restrictions recorded July 5, 2000, as Entry No. 7673671, in Book 8373 at Page 1559 and Covenants, Conditions and Restrictions recorded July 5, 2000, as Entry No. 7673672, in Book 8373, at Page 1601.