

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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Ballard Spahr, LLP
201 South Main, Suite 800
Salt Lake City, Utah 84111



W2653026

E# 2653026 PG 1 OF 9
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
28-Aug-13 03:14 PM FEE \$26.00 DEP TT
REC FOR: FOUNDERS TITLE COMPANY - SYRACUSE
ELECTRONICALLY RECORDED

D-48215

**AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**") is made this 26th day of August, 2013 ("**Effective Date**"), by OGDEN PREPARATORY ACADEMY INC., a Utah non-profit corporation, whose address is 170 15th Street Ogden, Utah 84401, as trustor ("**Borrower**"), Zions First National Bank, as trustee and beneficiary ("**Lender**"), and UTAH CHARTER SCHOOL FINANCE AUTHORITY, with its office at C180 State Capitol Complex, Salt Lake City, Utah 84114-2315 (the "**Issuer**").

RECITALS:

A. Pursuant to that certain Trust Indenture dated December 12, 2012 between Issuer and Lender (the "**Indenture**") the Issuer has issued its \$17,400,000 Charter School Revenue Bonds (Ogden Preparatory Academy Project) Series 2012A (the "**Series 2012A Bonds**") and its \$410,000 Charter School Revenue Bonds (Ogden Preparatory Academy Project) Series 2012B (Federally Taxable) (the "**Series 2012B Bonds**") and together with the Series 2012A Bonds, the "**Bonds**") and has agreed to loan the proceeds of the Bonds (the "**Loan**") to the Borrower pursuant to a Loan Agreement dated as of the date of the Indenture between the Issuer and Borrower (the "**Loan Agreement**"). The Loan is secured by that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing ("**Deed of Trust**") dated December 12, 2012, from Borrower, as Trustor, in favor of Issuer recorded December 12, 2012 in the official records of Weber County, Utah, as Entry No. 2610342. The beneficial interest of the Issuer was assigned to Lender by that certain Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated and recorded December 12, 2012 in the official records of Weber County, Utah, as Entry No. 2610376.

B. Lender and Borrower desire to modify and amend the Deed of Trust to reflect the addition of the Athletic Field Parcel (as defined in the Loan Agreement) as additional collateral for the Loan as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Modification of Deed of Trust. As of the Effective Date, the Deed of Trust is hereby modified, as follows:

Exhibit "A" Property Description is amended to include additional land situated in Weber County, Utah being more particularly described as follows:

PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, OGDEN CITY, WEBER COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE SOUTH LINE OF THE MILLCREEK MANOR CONDOMINIUM 1ST AMENDMENT AS RECORDED WITH WEBER COUNTY RECORDER'S OFFICE WHICH POINT IS LOCATED SOUTH 89°13'00" EAST 43.02 FEET AND NORTH 00°58'00" EAST 124.00 FEET FROM THE CENTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG A PORTION OF THE PERIMETER OF SAID MILLCREEK MANOR CONDOMINIUM THE FOLLOWING TWELVE (12) COURSES: SOUTH 46°23'30" WEST 58.04 FEET, SOUTH 54°45'45" WEST 15.80 FEET, SOUTH 78°47'49" WEST 94.88 FEET, SOUTH 46°14'32" WEST 77.57 FEET, NORTH 89°13'00" WEST 34.77 FEET, NORTH 01°26'51" EAST 511.32 FEET, NORTH 87°50'07" EAST 175.28 FEET, SOUTH 00°51'32" WEST 74.69 FEET, SOUTH 89°08'28" EAST 5.00 FEET, SOUTH 00°51'32" WEST 158.92 FEET, SOUTH 04°03'19" WEST 159.40 FEET, SOUTH 85°52'38" EAST 60.66 FEET TO THE POINT OF BEGINNING. CONTAINS: 86,861 SQ. FT. OR 1.99 AC.

Tax Parcel No. Part of 12-142-0001 thru 0032
12-119-0079 / and 12-140-0001 thru 0035
12-141-0001 thru 0035 d.d.

2) No Impairment of Lien or Loan Documents. The property described in the Deed of Trust shall remain subject to the lien, charge and encumbrance of the Deed of Trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Deed of Trust. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the priority of the Deed of Trust over other liens, charges, or encumbrances, or to release or affect the liability of any party or parties who would now or may hereafter be liable under or on account of the Indenture or the Deed of Trust. Nothing contained in this Amendment shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Loan Agreement or related documents or otherwise affect or impair the enforceability of the Indenture or the liens, assignments, rights and security interests securing the Loan.

3) Representations and Warranties. Borrower hereby represents and warrants to Lender that it has full power and authority to execute, deliver and perform its obligations under this Amendment and all other instruments delivered to Lender in connection herewith, and this

Amendment and all such other instruments are binding upon, and enforceable against Borrower in accordance with its terms.

4) Effect on Deed of Trust. Except as the Deed of Trust has been modified hereby, the Deed of Trust is unmodified and shall remain in full force and effect.

5) Counterparts. This Amendment may be executed in one or more counterparts, the signature pages for which when attached together shall constitute one agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

BORROWER:

OGDEN PREPARATORY ACADEMY INC., as Borrower

By: *Laura B. Hulst*
Name: Laura B. Hulst
Title: Board Chair

LENDER:

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

BORROWER:

OGDEN PREPARATORY ACADEMY INC., as
Borrower

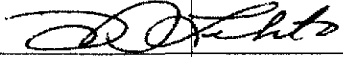
By: _____

Name: _____

Title: _____

LENDER:

ZIONS FIRST NATIONAL BANK, as Trustee

By:  _____

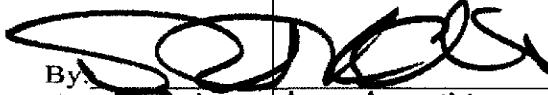
Name: Twyla D. Lehto

Title: Vice President

The Issuer hereby consents to this Amendment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing.

ISSUER:

UTAH CHARTER SCHOOL FINANCE
AUTHORITY



By: _____

Name: Richard K. Ellis

Title: Chair

STATE OF UTAH)
 : ss.
COUNTY OF _____)

This instrument was acknowledged before me on this 22 day of August 2013, by Laura Ohlert, who is the Board Chair of OGDEN PREPARATORY ACADEMY INC., as Borrower.



J. Layne Thompson
NOTARY PUBLIC
Residing at Weber County, Utah

My Commission Expires:

6-7-16

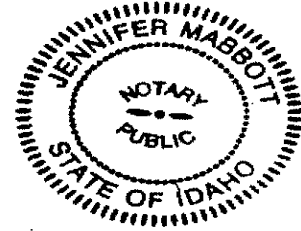
STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

This instrument was acknowledged before me on this 22 day of August, 2013, by Twyla D. Lehto, who is the Vice President of ZIONS FIRST NATIONAL BANK a national banking association.

Jennifer Mabbott
NOTARY PUBLIC
Residing at Zions Bank

My Commission Expires:

20 May 2017

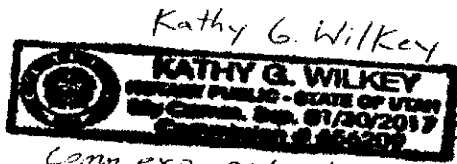


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 21 day of August 2013, by Richard K. Ellis, who is the Chair of UTAH CHARTER SCHOOL FINANCE AUTHORITY.

Kathy G. Wilkey
NOTARY PUBLIC
Residing at SALT LAKE County, Utah

My Commission Expires:



Comm exp 01/30/2017
Com # 656209