

Exhibit "A"

(Legal description of the WHS Property located in Wasatch County, Utah)

LEGAL DESCRIPTION TO BE PROVIDED BY ESCROW AGENT

Exhibit "B"

(Legal description of the Property located in Wasatch County, Utah)

LEGAL DESCRIPTION TO BE PROVIDED FROM THE
FINAL SUBDIVISION PLAT OF THE WHS PROPERTY

EXHIBIT "E"

(Notice of Contract)

WHEN RECORDED RETURN TO:

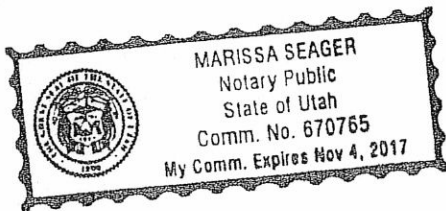
Mountain America Federal Credit Union
Attn: Steve Call
7181 South Campus View Drive
West Jordan, Utah 84084

NOTICE OF CONTRACT

The undersigned hereby gives notice of interest in and to the following described real property situated in Wasatch County, State of Utah, by virtue of an unrecorded Commercial Real Estate Purchase and Sale Agreement with an effective date of 2/20, 2014 by and between the Board of Education of Wasatch County School District, a body corporate and politic of the State of Utah, as seller, and Mountain America Federal Credit Union, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084, as buyer:

LEGAL DESCRIPTION OF THE WHS PROPERTY
TO BE PROVIDED BY ESCROW AGENT

DATED this 20 day of February, 2014.



MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation

By: [Signature]

Name: Steve Call
Its: Vice President of Corporate Real Estate & Facilities

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 20 day of February, 2014, by Steve Call who did state that he is the Vice President of Corporate Real Estate & Facilities for Mountain America Federal Credit Union, a Utah non-profit corporation and acknowledged to me that he executed the foregoing instrument on behalf of said corporation for its stated purpose.

Marissa Seager
NOTARY PUBLIC

My Commission Expires: 11/4/2017

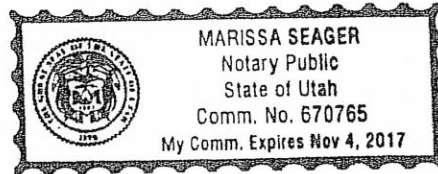


EXHIBIT "F"

(Restrictive Covenant)

Upon recording, return to:

Mountain America Federal Credit Union
Attn: Corporate Real Estate
7181 South Campus View Drive
West Jordan, Utah 84084

Affects Parcel ID No. _____

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration"), is effective as of the date the last Party executes this Declaration (the "Effective Date"), by BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a _____, with an address of 101 East 200 North, Heber City, Utah 84032 ("School District"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("MAFCU") with reference to the following:

A. School District is the owner of certain real property located at approximately 64 East 600 South, Heber City, Utah County, Utah which consists of approximately 9.64 acres of contiguous parcels that together make up the _____ Subdivision (the "Subdivision").

B. MAFCU has agreed to purchase Lot 1 of the Subdivision, as more particularly described in Exhibit "A" ("Lot 1"), from School District on the terms and conditions set forth in the Commercial Real Estate Purchase and Sale Agreement with an effective date of 24 FEBRUARY, 2014 (the "Agreement").

C. As a condition to MAFCU purchasing Lot 1 from School District, School District agreed to grant MAFCU the exclusive use rights contained in this Declaration protecting MAFCU from competition and prohibiting the operation of any credit union, bank, or other financial institution in the Subdivision other than MAFCU, except automatic teller machines shall be permitted to be located on the remaining portions of the property, including any lots created in the Subdivision process.

D. School District represents and warrants to MAFCU that there is no consent required from any third party before the School District can grant MAFCU the exclusive use rights contained herein.

E. School District and MAFCU may hereafter be referred to collectively as the "Parties" or individually as a "Party".

NOW THEREFORE, School District, as the Subdivision's "Developer", hereby declares that this Declaration shall impose certain covenants, conditions, and restrictions on Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 of the Subdivision, as more particularly described in Exhibit "B" (the "Restricted Lots") for the purpose of restricting any use of the Restricted Lots by any owner or occupant as herein set forth.

ARTICLE I
CREDIT UNION BRANCH

MAFCU plans to use Lot 1 to operate a credit union branch, including a drive thru area, and all related financial transactions and business activities performed by credit unions ("Credit Union Branch").

ARTICLE II
PURPOSE OF DECLARATION

The purpose of this Declaration is to ensure that so long as MAFCU (or any successor owner or occupant of Lot 1) operates a Credit Union Branch on Lot 1 or operates a bank or other financial institution on Lot 1, the owners, occupants, and any other person or entity having any right, title, or interest in or to any of the Restricted Lots or any part thereof shall not be authorized to operate a Credit Union Branch on any of the Restricted Lots or on any part thereof or operate a bank or other financial institution on any of the Restricted Lots or any part thereof. No provision in this Declaration shall limit, restrict, or preclude School District (or any of its successors and assigns) from placing automatic teller machines on the remaining property.

ARTICLE III
APPLICATION TO ALL OWNERS AND OCCUPANTS

This Declaration shall be a covenant running with the land of Lot 1 and the Restricted Lots (Lot 1 being the dominant estate and the Restricted Lots being the servient estate), as a restriction against the Restricted Lots and as a benefit to Lot 1, prohibiting, preventing, barring, and precluding, subject to the terms of this Declaration, a Credit Union Branch, bank, or other financial institution on any of the Restricted Lots by any owner, occupant, or any other person or entity having any right, title, or interest in or to any of the Restricted Lots or any part thereof. This Declaration shall be for the benefit of MAFCU and its successors, assigns, or any other person or entity having any right, title, or interest in or to Lot 1, or any part thereof. School District and its successors, assigns, shall be permitted to install and maintain automatic teller machines on such owner's corresponding lot.

ARTICLE IV
DURATION AND AMENDMENT

Section 4.1 Duration. This Declaration shall continue in full force and effect so long as the owner or occupant of Lot 1 is operating a Credit Union Branch, bank, or other financial institution thereon. In the event a Credit Union Branch, bank, or other financial institution operated on Lot 1 shall be closed to the public for a period of twelve (12) consecutive months or more, this Declaration and all restrictions on the Restricted Lots provided for herein shall automatically terminate and have no further force or effect, and in such event the owner of Lot 1 covenants and agrees (notwithstanding the foregoing) to execute and record in the official records of the Wasatch County Recorder, a Termination of Declaration of Covenants, Conditions, and Restrictions terminating this Declaration of record.

Section 4.2 Amendment. No amendment, change, or modification to this Declaration shall be valid unless in writing signed by both Parties hereto, or their successors in interest.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration which shall remain in full force and effect.

Section 5.2 Covenants, Conditions, and Restrictions Shall Run With the Land. All of the restrictions, conditions, and covenants herein shall run with the land of Lot 1 and the Restricted Lots and shall be binding on an shall benefit all parties with any right, title, or interest in or to Lot 1 or the Restricted Lots, or any part thereof, and shall inure to the benefit of the owner of Lot 1 and are imposed upon the Restricted Lots as a servitude in favor of Lot 1.

Section 5.3 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the Parties hereto.

Section 5.4 Attorneys' Fees. In the event any action is instituted by a Party to enforce any of the terms and provisions contained herein, the prevailing Party in such action shall be entitled to receive from the other Party reasonable attorney's fees, costs, and expenses incurred in enforcing this Declaration.

Section 5.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

Section 5.6 Entire Declaration. This Declaration constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Declaration and hereby supersedes any prior written or oral agreement between the Parties.

Section 5.7 Applicable Law. This Declaration shall, in all respects, be governed by and construed in accordance with the laws of the State of Utah.

Section 5.8 Waiver of Covenants, Conditions, or Remedies. The waiver by any Party hereto of the performance of any covenant, condition, or promise, or of the time for performing any act under this Declaration shall not invalidate this Declaration nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act required under this Declaration. The exercise of any remedy provided in this Declaration shall not be a waiver of any other remedy provided by law, and the provisions of this Declaration for any remedy shall not exclude any other remedies unless they are expressly excluded.

Section 5.9 Construction. All Parties to this Declaration and their counsel have reviewed and have had the opportunity to revise this Declaration, and the normal rule of construction to the effect that any ambiguities in this Declaration are to be resolved against the drafting Party shall not be employed in the interpretation of this Declaration.

Section 5.10 Counterparts. This Assignment may be executed in counterparts. A signature on any counterpart shall function and have the effect of a signature on all counterparts.

IN WITNESS WHEREOF, this Declaration has been executed as of the Effective Date as defined above.

SCHOOL DISTRICT:

BOARD OF EDUCATION OF WASATCH
COUNTY SCHOOL DISTRICT, a body corporate
and politic of the State of Utah

By: 

Name: Blak Baird

Its: Board President

Date: 2/24/2014

By: 

Name: Keith Johansen

Its: Business Administrator

Date: 2/24/2014

MAFCU:

MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation

By: [Signature]

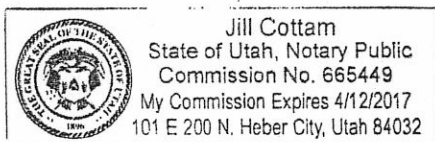
Name: Steve Call
Its: Vice President of Corporate Real Estate & Facilities

Date: 2/20/14

ACKNOWLEDGEMENT OF SCHOOL DISTRICT

STATE OF UTAH)
 : ss.
COUNTY OF Wasatch)

On the 24th day of February, 2014, personally appeared before me, BLAIK BAIRD and KEITH JOHNSANSEN, who being by me duly sworn did say that they are the Board President and Business Administrator of the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah and acknowledged that they executed the foregoing instrument on behalf of the School District for its stated purpose.



[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT OF MAFCU

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On the 20 day of February, 2014, personally appeared before me, STEVE CALL, who being by me duly sworn did say that he is the Vice President of Corporate Real Estate and Facilities of MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, and acknowledged that he executed the foregoing instrument on behalf of MAFCU for its stated purpose.

[Signature]
NOTARY PUBLIC

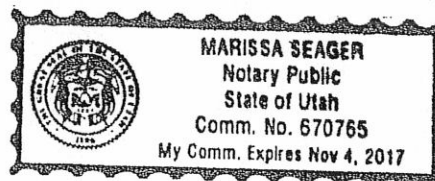


Exhibit "A"

(Legal description of Lot 1)

LEGAL DESCRIPTION TO BE PROVIDED FROM THE
FINAL SUBDIVISION PLAT OF THE WHS PROPERTY

Exhibit "B"

(Legal description of the Restricted Lots)

LEGAL DESCRIPTIONS TO BE PROVIDED FROM THE
FINAL SUBDIVISION PLAT OF THE WHS PROPERTY

EXHIBIT "G"

(Buyer's Closing Certificate)

BUYER'S CLOSING CERTIFICATE

Pursuant to the Commercial Real Estate Purchase and Sale Agreement with an effective date of _____, 2014, including all addenda thereto (the "Contract") by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Buyer"), Buyer hereby represents, warrants, and certifies to Seller, as of the effective date set forth below, as follows:

1. The representations and warranties of Buyer contained in the Contract are true and correct on and as of the effective date set forth below; and

2. Buyer has full power and authority to close the transaction contemplated by the Contract, to purchase and acquire the real property identified as Parcel ID No. _____ located in Heber City, Wasatch County, Utah and described in Exhibit "A" attached hereto (the "Property"), from Seller and to perform Buyer's obligations set forth in the Contract.

The representations contained herein are made for the purpose of inducing Seller to complete the sale of the Property to Buyer as contemplated by and defined in the Contract, and it is hereby acknowledged by Buyer that Seller is closing in reliance upon such representations and warranties. All capitalized terms used herein, if not otherwise defined, shall have the meanings assigned to them in the Contract.

DATED effective as of the 20 day of February, 2014.

BUYER:

MOUNTAIN AMERICA FEDERAL CREDIT UNION, a
Utah non-profit corporation

By:  _____

Name: Steve Call

Its: Vice President of Corporate Real Estate & Facilities

Date: 2/20/14

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

LEGAL DESCRIPTION TO BE PROVIDED FROM THE
FINAL SUBDIVISION PLAT OF THE WHS PROPERTY

EXHIBIT "H"

(General Assignment)

GENERAL ASSIGNMENT AND
ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Assignor"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084, and/or its assigns ("Assignee") with an effective date as of the date the last party signs this Assignment (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to the terms of a Commercial Real Estate Purchase and Sale Agreement with an effective date of 21 FEBRUARY, 2014, including all addenda thereto (the "Contract") by and between Assignor and Assignee, Assignor desires to assign its rights and interests, if any, in and to any intangible assets and intellectual property pertaining to the Property (as hereafter defined), if any, to Assignee, as of the Effective Date, and Assignee desires to succeed to any interest of Assignor under any such intangible assets and intellectual property pertaining to the Property, if any, and is willing to assume the observance and performance of the obligations of Assignor with respect to any of said intangible assets and intellectual property, from and after the Effective Date, pursuant to the terms of the Contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. Assignor hereby transfers, assigns, and sets over to Assignee all of its right, title, and interest, if any, in and to the following: all intangible assets and intellectual property related solely to the real property identified as Parcel ID No. _____ located in Heber City, Wasatch County, Utah, and described in Exhibit "A" hereto (the "Property") including the following, if any (collectively referred to herein as the "Intangible Assets"):
 - i. Any licenses, permits, rights and governmental or other permits, authorizations, consents and approvals related to the Property, including those necessary to own and/or to operate the Property, to the extent that the same are legally assignable;
 - ii. Any right, title and interest in and to any surveys, plats, plans and other reports of any kind pertaining to the Property, to the extent that the same are legally assignable; and
 - iii. Any and all permits, licenses, leases and authorizations and other approvals in effect as of the date of this Assignment pertaining to the current use or

operation of the Property or any portion thereof, to the extent that the same are legally assignable.

2. Assignee hereby accepts the assignment of the Intangible Assets on and as of the Effective Date. Assignee hereby assumes and agrees to perform, from and after the Effective Date, all of Assignor's duties under or with respect to the Intangible Assets, if any, related to the ownership, management, operation, and development of the Property. Said assumption by Assignee shall not include any debts or liabilities incurred by Assignor pertaining to the creation of any of the Intangible Assets, any such debts remaining the obligation of Assignor.

3. This Assignment may be executed in counterparts. A signature on any counterpart shall function and have the effect of a signature on all counterparts. A copy of this Assignment fully executed by the parties shall have the same effect as an original.

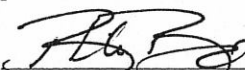
4. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments and other documents as may reasonably be necessary to evidence or carry out the provisions of this Assignment.

5. This Assignment shall be construed and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date above written.

ASSIGNOR:

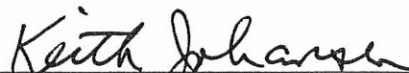
BOARD OF EDUCATION OF WASATCH
COUNTY SCHOOL DISTRICT, a body corporate
and politic of the State of Utah

By: 

Name: Blaik Baird

Its: Board President

Date: 2/24/2014

By: 

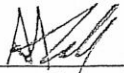
Name: Keith Johansen

Its: Business Administrator

Date: 2/24/2014

ASSIGNEE:

MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

By: 

Name: Steve Call

Its: Vice President of Corporate Real Estate &
Facilities

Date: 2/20/14

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

LEGAL DESCRIPTION TO BE PROVIDED FROM THE
FINAL SUBDIVISION PLAT OF THE WHS PROPERTY

EXHIBIT "I"

(Seller's Closing Certificate)

SELLER'S CLOSING CERTIFICATE

Pursuant to the Commercial Real Estate Purchase and Sale Agreement with an effective date of 24 February 2014, including all addenda thereto (the "Contract") by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Buyer"), Seller hereby represents, warrants, and certifies to Seller, as of the effective date set forth below, as follows:

1. The representations and warranties of Seller contained in the Contract are true and correct on and as of the effective date set forth below; and

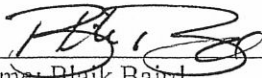
2. Seller has full power and authority to close the transaction contemplated by the Contract to transfer and convey its interest in the real property identified as Parcel ID No. _____ located in Heber City, Wasatch County, Utah and described in Exhibit "A" attached hereto (the "Property"), to Buyer and to perform Seller's obligations set forth in the Contract.

The representations contained herein are made for the purpose of inducing Buyer to complete the Closing pertaining to the Property, as contemplated by the Contract, and it is hereby acknowledged by Seller that Buyer is closing in reliance upon such representations and warranties and upon the results of Buyer's due diligence with respect to the Property. All capitalized terms used herein, if not otherwise defined, shall have the meanings assigned to them in the Contract.

DATED effective as of the 24 day of FEBRUARY, 2014.

SELLER:

BOARD OF EDUCATION OF WASATCH COUNTY
SCHOOL DISTRICT, a body corporate and politic of the
State of Utah

By: 
Name: Blair Baird
Its: Board President
Date: 2/24/2014

By: Keith Johansen
Name: Keith Johansen
Its: Business Administrator
Date: 2/24/2014

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

LEGAL DESCRIPTION TO BE PROVIDED FROM THE
FINAL SUBDIVISION PLAT OF THE WHS PROPERTY

FIRST AMENDMENT
TO
COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084, and/or its assigns ("Buyer") is effective as of the date this First Amendment has been executed by Seller and Buyer (the "Effective Date").

RECITALS:

WHEREAS, Seller and Buyer entered into a certain Commercial Real Estate Purchase and Sale Agreement with an effective date of February 24, 2014, a copy of which is attached hereto as Exhibit "A" (the "Contract") concerning a certain 1.13 acre portion of the former Wasatch High School real property located at approximately 64 East 600 South, Heber City, Utah 84032 (the "Property").

WHEREAS, on April 3, 2014, Seller and Buyer met at Seller's office in Heber City, Utah to conduct the "Cost Feasibility Meeting" as defined in Section 11.1 of the Contract.

WHEREAS, at the Cost Feasibility Meeting, Seller agreed to waive its due diligence with respect to the sale of the Property to Buyer and Buyer agreed to move up the Closing Deadline by fifteen days.

WHEREAS, Seller and Buyer desire to amend the Contract to memorialize their verbal agreement based upon their discussions at the Cost Feasibility Meeting.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

AGREEMENT:

The following terms are hereby incorporated as part of the Contract, and to the extent these terms modify or conflict with any provisions of the Contract these terms shall control. All capitalized terms use and not otherwise defined herein shall have the meanings assigned to them in the Contract. All other terms of the Contract not hereby expressly modified shall remain the same:

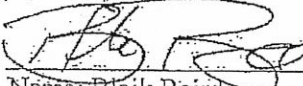
1. As of the Effective Date hereof, Seller hereby waives all of its due diligence with respect to the sale of the Property to Buyer, including without limitation all of Seller's due diligence items described in Sections 11 and 11.1 of the Contract, and Seller acknowledges and agrees that, as of the Effective Date, Seller no longer has any right under Section 14 of the Contract to terminate the Contract.

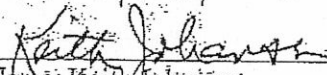
2. Seller and Buyer hereby agree that the "Seller Feasibility Deadline", as defined in Section 11 of the Contract, is hereby modified to the Effective Date of this First Amendment.
3. Seller and Buyer hereby agree that the "Closing Deadline", as defined in Section 20.1 of the Contract, shall be fifteen (15) days after the expiration of the Due Diligence Deadline.

This First Amendment may be executed in any number of counterparts and a fully executed copy of this Addendum (whether transmitted by email, fax, or mail) shall have the same effect as an original of this First Amendment.

SELLER:

BOARD OF EDUCATION OF WASATCH COUNTY
SCHOOL DISTRICT, a body corporate and politic of the
State of Utah

By: 
Name: Blaik Baird
Its: Board President
Date: 4/10/14

By: 
Name: Keith Johansen
Its: Business Administrator
Date: 4/10/14

BUYER:

MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

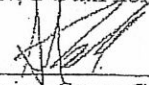
By: 
Name: Steve Call
Its: Vice President of Corporate Real Estate &
Facilities
Date: 4/10/14

EXHIBIT "A"

(the "Contract")

**FIRST AMENDMENT
TO
COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with a business address of 7181 South Campus View Drive, West Jordan, Utah 84084, and/or its assigns ("Buyer") is effective as of the date this First Amendment has been executed by Seller and Buyer (the "Effective Date").

RECITALS:

WHEREAS, Seller and Buyer entered into a certain Commercial Real Estate Purchase and Sale Agreement with an effective date of February 24, 2014, a copy of which is attached hereto as Exhibit "A" (the "Contract") concerning a certain 1.13 acre portion of the former Wasatch High School real property located at approximately 64 East 600 South, Heber City, Utah 84032 (the "Property").

WHEREAS, on April 3, 2014, Seller and Buyer met at Seller's office in Heber City, Utah to conduct the "Cost Feasibility Meeting" as defined in Section 11.1 of the Contract.

WHEREAS, at the Cost Feasibility Meeting, Seller agreed to waive its due diligence with respect to the sale of the Property to Buyer and Buyer agreed to move up the Closing Deadline by fifteen days.

WHEREAS, Seller and Buyer desire to amend the Contract to memorialize their verbal agreement based upon their discussions at the Cost Feasibility Meeting.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

AGREEMENT:

The following terms are hereby incorporated as part of the Contract, and to the extent these terms modify or conflict with any provisions of the Contract these terms shall control. All capitalized terms use and not otherwise defined herein shall have the meanings assigned to them in the Contract. All other terms of the Contract not hereby expressly modified shall remain the same:

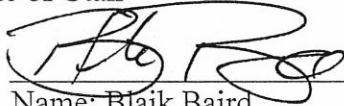
1. As of the Effective Date hereof, Seller hereby waives all of its due diligence with respect to the sale of the Property to Buyer, including without limitation all of Seller's due diligence items described in Sections 11 and 11.1 of the Contract, and Seller acknowledges and agrees that, as of the Effective Date, Seller no longer has any right under Section 14 of the Contract to terminate the Contract.

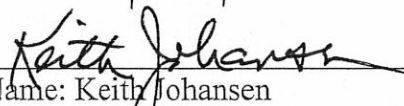
2. Seller and Buyer hereby agree that the “**Seller Feasibility Deadline**”, as defined in Section 11 of the Contract, is hereby modified to **the Effective Date of this First Amendment**.
3. Seller and Buyer hereby agree that the “**Closing Deadline**”, as defined in Section 20.1 of the Contract, shall be **fifteen (15) days after the expiration of the Due Diligence Deadline**.

This First Amendment may be executed in any number of counterparts and a fully executed copy of this Addendum (whether transmitted by email, fax, or mail) shall have the same effect as an original of this First Amendment.

SELLER:

BOARD OF EDUCATION OF WASATCH COUNTY
SCHOOL DISTRICT, a body corporate and politic of the
State of Utah

By:  _____
Name: Blaik Baird
Its: Board President
Date: 4/10/14

By:  _____
Name: Keith Johansen
Its: Business Administrator
Date: 4/10/14

BUYER:

MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

By: _____
Name: Steve Call
Its: Vice President of Corporate Real Estate &
Facilities
Date: _____

EXHIBIT "A"

(the "Contract")

**SECOND AMENDMENT
TO
COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Second Amendment") by and between the BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT, a body corporate and politic of the State of Utah, with an address of 101 East 200 North, Heber City, Utah 84032 ("Seller"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 7181 South Campus View Drive, West Jordan, Utah 84084 ("Buyer") is effective as of the date this Second Amendment has been executed by Seller and Buyer (the "Effective Date").

RECITALS:

WHEREAS, Seller and Buyer entered into a certain Commercial Real Estate Purchase and Sale Agreement with an effective date of February 24, 2014 (the "Contract") and into a certain First Amendment to the Contract with an effective date April 10, 2014, concerning a certain 1.225 acre portion of the former Wasatch High School real property located at approximately 64 East 600 South, Heber City, Utah 84032, identified as a portion of Tax Serial No. OHE-1247-0-005-045, as more particularly described in Exhibit "A" attached hereto (the "Property").

WHEREAS, in recent discussions between Buyer's counsel and Seller's counsel, the parties discovered that Section 38 of the Contract (regarding signage) and Section 37 of the Contract (regarding the right of first refusal) were not drafted to survive Closing though the parties intended these sections of the Contract to survive Closing.

WHEREAS, Seller and Buyer desire to amend the Contract to agree that Sections 38 and 37 of the Contract survive the Closing.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

AGREEMENT:

The following terms are hereby incorporated as part of the Contract, and to the extent these terms modify or conflict with any provisions of the Contract these terms shall control. All capitalized terms use and not otherwise defined herein shall have the meanings assigned to them in the Contract. All other terms of the Contract not hereby expressly modified shall remain the same:

1. Buyer and Seller agree that the terms and conditions of Section 38 shall survive the Closing.
2. Buyer and Seller agree that the terms and conditions of Section 37 shall survive the Closing.

This Second Amendment may be executed in any number of counterparts and a fully executed copy of this Second Amendment (whether in electronic or paper form and whether sent by email, mail fax, or otherwise) shall have the same effect as an original of this Second Amendment.

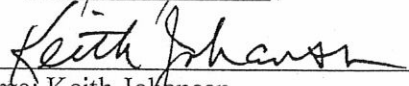
SELLER:

BOARD OF EDUCATION OF WASATCH COUNTY
SCHOOL DISTRICT, a body corporate and politic of the
State of Utah

By:  _____

Name: Blaik Baird
Its: Board President

Date: 06/24/2014

By:  _____

Name: Keith Johansen
Its: Business Administrator

Date: 6/24/14

BUYER:

MOUNTAIN AMERICA FEDERAL CREDIT
UNION, a Utah non-profit corporation

By: _____

Name: Steve Call
Its: Vice President of Corporate Real Estate &
Facilities

Date: _____

Exhibit "A"

(Legal description of the Property located in Wasatch County, Utah)

BEGINNING AT A POINT ON THE SOUTHERN EDGE OF ASPHALT OF 600 SOUTH STREET, HEBER CITY, UTAH, SAID POINT LYING NORTH 2693.88 FEET AND WEST 2106.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°24'15" WEST 227.30 FEET; THENCE NORTH 89°29'35" WEST 100.00 FEET; THENCE NORTH 89°40'14" WEST 135.53 FEET; THENCE ALONG THE RIGHT-OF-WAY FOR US HIGHWAY 40 NORTH 00°26'35" EAST 227.74 FEET; THENCE SOUTH 89°29'17" EAST 235.38 FEET TO THE POINT OF BEGINNING.

*The following is shown for informational purposes only:
Part of Tax Serial No. OHE-1247-0-005-045*