

TOOELE COUNTY CORPORATON
CONTRACT # 11-03-02

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT (the "Agreement") is executed and entered into as of February __, 2011, by and between TOOELE COUNTY, UTAH (the "County"), the MUNICIPAL BUILDING AUTHORITY OF TOOELE COUNTY, UTAH (the "MBA"), the STATE OF UTAH PERMANENT COMMUNITY IMPACT FUND BOARD (the "Bondholder") and ZIONS FIRST NATIONAL BANK (the "Trustee").

WITNESSETH

WHEREAS, the MBA has previously issued its Lease Revenue Bonds (Jail Facility Project), Series 1989 (the "Bonds") pursuant to an Indenture of Trust, Mortgage, Assignment of Jail Facility Project Master Lease Agreement and Jail Facility Ground Lease and Security Agreement dated as of May 1, 1989 (the "Indenture") by and between the MBA and the Trustee; and

WHEREAS, the Bondholder is currently the registered owner of 100% of the Bonds; and

WHEREAS, pursuant to the Indenture, the Bonds are subject to optional redemption on any Optional Redemption Date (May 1) and the parties hereto desire to consent to the early redemption of the Bonds on March __, 2011 (the "Redemption Date"); and

WHEREAS, the Reserve Fund created under the Indenture (the "Reserve Fund") contains sufficient funds to redeem the Bonds on the Redemption Date, and the County and the MBA desire to use the Reserve Fund for said purpose;

NOW, THEREFORE, the Trustee, MBA, County and Bondholder hereby consent and agree to the following:

1. All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

2. The County, the MBA and the Trustee hereby agree and acknowledge that the Reserve Fund has on deposit amounts sufficient to redeem the Bonds and to pay any other amounts due and owing under the Indenture. The County and the MBA hereby direct the Trustee to redeem the Bonds on the Redemption Date and to expend from amounts currently on deposit in the Reserve Fund the amount necessary to redeem the Bonds on the Redemption Date and to pay any other amounts due and owing under the Indenture. Upon payment in full of the Bonds and payment of any other amounts owing under the Indenture, the Trustee is further instructed to remit any moneys remaining under the Indenture to the County.

3. The Bondholder hereby consents and agrees to the redemption of the Bonds on the Redemption Date and hereby waives the receipt of any notice of redemption in connection therewith.

4. Upon the redemption of the Bonds and the payment of any other amount due and owing under the Indenture, the Trustee is hereby instructed to execute and deliver any documents necessary to release the lien of the Indenture and any related documents.

This Consent and Agreement may be executed in counterparts, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Bondholder, MBA, County and Trustee have each caused this Consent and Agreement to be executed in their respective names, by duly authorized representatives, all as of the date referenced in the first sentence hereinabove.

STATE OF UTAH PERMANENT
COMMUNITY IMPACT FUND BOARD,
as Bondholder

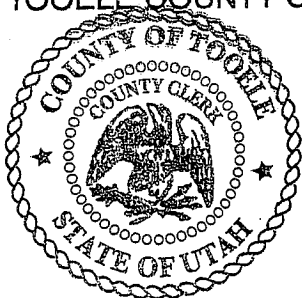
By _____

MUNICIPAL BUILDING AUTHORITY
OF TOOELE COUNTY, UTAH

By Colleen S. Johnson
President

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK



TOOELE COUNTY, UTAH

By Colleen S. Johnson
Commission Chair

ZIONS FIRST NATIONAL BANK,
as Trustee

By _____
