

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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Gary W. Ott
Recorder, Salt Lake County, UT
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**AMENDMENT TO ADDITIONAL COLLATERAL DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT TO ADDITIONAL COLLATERAL DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**") is made this 1st day of August, 2015 ("**Effective Date**"), by PROVIDENCE HALL, a Utah non-profit corporation, as trustor ("**Trustor**"), and U.S. BANK NATIONAL ASSOCIATION, whose address is 170 South Main Street, Suite 200, Salt Lake City, Utah 84101 ("**Bond Trustee**").

RECITALS:

A. Pursuant to that certain Trust Indenture dated November 1, 2013 between the Utah Charter School Finance Authority (the "**Authority**") and Bond Trustee (the "**Indenture**"), the Authority previously issued its Charter School Revenue Bonds (Providence Hall Elementary School and High School Projects) Series 2013A and its Charter School Revenue Bonds (Providence Hall Elementary School and High School Projects) Series 2013B (Federally Taxable) (together, the "**Series 2013 Bonds**") and loaned the proceeds of the Series 2013 Bonds to Trustor pursuant to a Loan Agreement dated as of the date of the Indenture between the Authority and Trustor (the "**Series 2013 Loan Agreement**").

B. The loan of the Series 2013 Bond proceeds is secured, in part, by that certain Additional Collateral Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing ("**Deed of Trust**") dated as of November 1, 2013 from Trustor for the benefit of the Authority recorded November 6, 2013 in the official records of Salt Lake County, Utah, as Entry No. 11755511. The beneficial interest of the Authority in the Deed of Trust was assigned to Bond Trustee by that certain Assignment of Additional Collateral Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 1, 2013 and recorded November 6, 2013 in the official records of Salt Lake County, Utah, as Entry No. 11755550.

C. The Bond Trustee and Trustor, with the consent of the Authority, desire to amend the Deed of Trust to amend the description of the Property 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 by deleting Exhibit "A" Property Description attached thereto and replacing it with Exhibit A attached to this Amendment.

2) No Impairment of Lien or Loan Documents. The property described in the Deed of Trust, as amended by this Amendment, 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. Trustor hereby represents and warrants to Bond Trustee that it has full power and authority to execute, deliver and perform its obligations under this Amendment and all other instruments delivered to Bond Trustee in connection herewith, and this Amendment and all such other instruments are binding upon, and enforceable against Trustor 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.

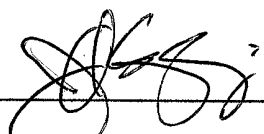
5) Counterparts. This Amendment may be executed in one or more counterparts, the signature pages for which when attached together shall constitute one agreement.

[Remainder of Page Intentionally Left Blank]

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

TRUSTOR:

PROVIDENCE HALL, a Utah non-profit corporation

By: 
Its: BOARD - TREASURER.

BOND TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: _____

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

TRUSTOR:

PROVIDENCE HALL, a Utah non-profit corporation

By:
Its:

BOND TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION

Kim R. Galbraith

By: Kim R. Galbraith
Its: Vice President

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

UTAH CHARTER SCHOOL FINANCE
AUTHORITY

A handwritten signature in black ink, appearing to read 'R. K. Ellis', is written over a horizontal line.

By: Richard K. Ellis
Its: Chair

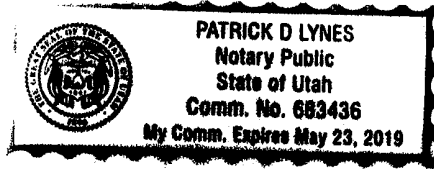
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 13 day of AUGUST, 2015, by ~~FRANZIZZI~~ JAMES, who is the TREASURER of PROVIDENCE HALL, a Utah non-profit corporation, as Trustor.



NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:
MAY 23, 2019



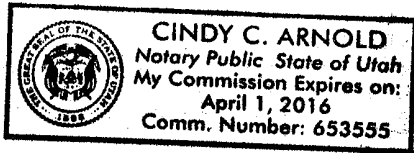
STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 16th day of July, 2015, by Kim R. Galbraith who is the Vice President of U.S. BANK NATIONAL ASSOCIATION.

Cindy C. Arnold
NOTARY PUBLIC
Residing at Salt Lake City, UT

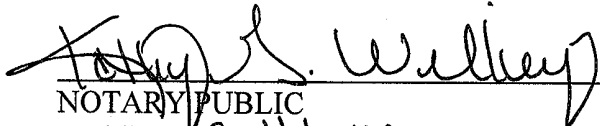
My Commission Expires:

4-1-2016



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

This instrument was acknowledged before me on this 6 day of July, 2015, by Richard K. Ellis, who is the Chair of UTAH CHARTER SCHOOL FINANCE AUTHORITY.


NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:



EXHIBIT A

PROPERTY DESCRIPTION

The following real property situated in Salt Lake County, Utah and more particularly described as follows:

Lot 1, Rosecrest Providence Hall Subdivision 2, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder, State of Utah.
Tax Parcel No.: 33-07-176-001

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY.

BEGINNING at the Northeast Corner of Lot 1, Rosecrest Providence Hall Subdivision 2, and thence along the east line of said Lot 1 Southerly along the arc of a 4,944.00 foot radius non-tangent curve to the left 20.00 feet through a central angle of $00^{\circ}13'54''$ and a long chord of South $46^{\circ}42'28''$ East 20.00 feet to a point 20.00 feet perpendicularly distant southerly of the north line of said Lot 1; thence parallel to said line South $43^{\circ}29'38''$ West 203.00 feet; thence North $46^{\circ}30'22''$ West 20.00 feet to the north line of said Lot 1; thence along said line North $43^{\circ}29'38''$ East 202.93 feet to the POINT OF BEGINNING. Said parcel contains 4,059 square feet or 0.09 acres, more or less.

pt - 33-07-176-001