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10/17/2019 2:09:00 PM \$40.00
Book - 10847 Pg - 1474-1478
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

PREPARED BY AND RETURN TO:
Orrick, Herrington & Sutcliffe LLP
609 Main Street, 40th Floor
Houston, Texas 77002
Attention: Amanda Stephens

118514-5CP
27-05-203-028

Space above for Recorder's use

ASSIGNMENT OF NOTE AND DEED OF TRUST

THIS ASSIGNMENT OF NOTE AND DEED OF TRUST (this "Assignment") is dated as of October 17, 2019, from **EQUITABLE FACILITIES FUND, INC.**, a Delaware corporation, having an address at 21 West 46th Street, New York, New York 10036 ("Assignor") to **EQUITABLE SCHOOL REVOLVING-FUND, LLC**, a Delaware limited liability company, having an address at 21 West 46th Street, New York, New York 10036 (the "Assignee").

Background

- A. Assignor is the owner and holder of certain documents evidencing a loan to **ITINERIS HIGH SCHOOL D/B/A ITINERIS EARLY COLLEGE HIGH SCHOOL**, a Utah revised nonprofit corporation ("Borrower") which loan (the "Loan") is evidenced by that certain Promissory Note dated October 17, 2019, in the stated principal amount of \$7,965,982.00, in favor of Assignor (the "Note").
- B. The obligations of the Borrower under the Note are secured by the following document, which Assignor owns and holds:
- That certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 17, 2019 executed by the Borrower for the benefit of the Assignor, and recorded Oct. 17, 2019 in the Official Records Book 10847, Page 910, of the Public Records of Salt Lake County, Utah (the "Deed of Trust").
- C. On even date herewith, Assignor is endorsing the Note to Assignee by Allonge.

Assignment

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration received from or on behalf of Assignee, the receipt whereof is hereby acknowledged, Assignor agrees as follows:

1. Assignment of Note and Deed of Trust. Assignor hereby unconditionally grants, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in the Note and Deed of Trust,

including all of Assignor's right to receive payments of principal and interest and all monies due under the Note and Deed of Trust, and all rights accrued or to accrue thereunder. Concurrently herewith Assignor has endorsed the Note to Assignee by Allonge.

2. Delivery. Assignor is concurrently herewith delivering to Assignee: (i) the original Note, endorsed by Allonge to the order of Assignee; and (ii) the original Deed of Trust or a recorded copy thereof.

3. Representations and Warranties. Assignor makes this Assignment without recourse, representation or warranty, except as follows: (a) Assignor is the sole legal and beneficial owner of the Note and Deed of Trust, and the Note and Deed of Trust are free and clear of any and all liens or encumbrances; (b) Assignor has not transferred, assigned, hypothecated or pledged the Note and Deed of Trust to any other person or party; (c) Assignor has the right and authority to execute this Assignment and enter into the transactions herein contemplated; and (d) as of the date hereof, the outstanding principal balance of the Note secured by the lien of the Deed of Trust is \$7,965,982.00.

4. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee and be binding upon the successors and assigns of Assignor and Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

This Assignment has been executed by Assignor as of the date set forth at the beginning of this Agreement.

WITNESSES:

ASSIGNOR:

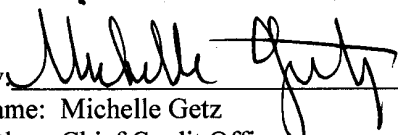


Amanda Stephens
Printed Name



Clint Biesinger
Printed Name

**EQUITABLE FACILITIES FUND, INC., a
Delaware corporation**

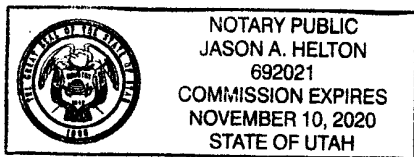
By: 
Name: Michelle Getz
Title: Chief Credit Officer

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 15th day of October, by Michelle Getz, as Chief Credit Officer of EQUITABLE FACILITIES FUND, INC., a Delaware nonstock nonprofit corporation. He/she is personally known to me or has produced TN Drivers License as identification.

Given under my hand and official seal, this the 15th day of October.



Jason A. Helton
Notary Public
My Commission Expires: 10 NOV 2020

[Signature Page to Assignment of Note and Deed of Trust]

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

All of Lots 6 and 7, SOUTHWEST INDUSTRIAL CENTER AMENDED AND EXTENDED SUBDIVISION, a Subdivision recorded as Entry No. 7535821 in Book 99-12P of Plats at Page 333 in the Northeast quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said lots are more particularly described as follows:

Beginning at the Northwest corner of said Lot 7, said corner is a point 766.89 feet South 00°06'14" East along the quarter section line and 461.71 feet North 69°30'17" East from the North quarter corner of said Section 5 (Note: Basis of Bearing is South 00°06'14" East 2659.73 feet along the quarter section line between the found Salt Lake County Bras Cap Monuments accepted as the North quarter corner and the center quarter corner of said Section 5); and running thence North 69°30'17" East 178.00 feet along the Northerly lot line of said Lot 7 to the beginning of a 15.00 foot radius curve to the right; thence Southeasterly along an arc of said curve 23.56 feet through a delta of 90°00'00" (Note: Chord to said curve bears South 65°29'43" East 21.21 feet) to the Westerly right of way line of Roy Del Circle; thence along said Westerly right of way line South 20°29'43" East 342.06 feet to the beginning of a 15.00 foot radius curve to the right; thence Southwesterly along an arc of said curve and along said Westerly right of way line 15.12 feet through a delta of 57°46'09" (Note: Chord to said curve bears South 08°23'21" West 14.49 feet) to the beginning of a reverse curve having a 60.00 foot radius; thence Southeasterly along the arc of said curve and along said Westerly right of way line 124.80 feet through a delta of 119°10'40" (Note: Chord to said curve bears South 22°18'54" East 103.49 feet); thence South 08°05'46" West 30.00 feet to found rebar and cap stamped "LS#142765"; thence South 18°41'10" West 71.05 feet to the Southern most lot corner of said Lot 6, said corner is also the beginning of a 1137.00 foot radius non-tangent curve to the right; thence Northwesterly along the arc of said curve 8.88 feet through a delta of 00°26'51" (Note: Chord to said curve bears North 71°05'26" West 8.88 feet); thence North 70°52'00" West 159.93 feet to a found rebar and cap stamped "Great Basin Inc" accepted as the Southwesterly lot corner of said Lot 6; thence North 20°29'43" West 446.95 feet along the Westerly lot lines of said Lots 6 and 7 to the point of beginning.

PARCEL 2:

A permanent, non-exclusive roadway easement as established by that certain Roadway Easement Agreement dated October 31, 2013 by and between (a) Utah Transit Authority, a Public Transit District organized and existing pursuant to Utah Law, (b) Norris Brothers Inc., a Utah corporation, and (c) City of West Jordan, a Municipal corporation of the State of Utah, recorded November 20, 2013 as Entry No. 11763679 in Book 10194 at Page 766 of Official Records.

NOTE: Parcel Identification Number: 27-05-203-028 (for reference purposes only)

Tax Id No.: 27-05-203-028