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27-05-203-028

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10/17/2019 2:09:00 PM \$40.00
Book - 10847 Pg - 1479-1484
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Amanda Stephens
Orrick, Herrington & Sutcliffe LLP
609 Main Street, 40th Floor
Houston, Texas 77002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Equitable School Revolving Fund, LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

21 West 46th Street	New York	NY	10036	USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

See UCC-3 Addendum filed concurrently with this UCC-1 Financing Statement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Equitable Facilities Fund, Inc.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
Salt Lake County - Itineris (Deed of Trust)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
Equitable Facilities Fund, Inc.

OR
 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME
Itineris High School d/b/a Itineris Early College High School

OR
 13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

See attached Schedule A and Exhibit A attached thereto, each incorporated hereto by reference.

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:
See attached Exhibit A to Schedule A, incorporated hereto by reference.

18. MISCELLANEOUS:

SCHEDULE A

**TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: ITINERIS HIGH SCHOOL D/B/A/ ITINERIS EARLY
COLLEGE HIGH SCHOOL
8714 Roy Del Cir.
West Jordan, UT 84088

SECURED PARTY: EQUITABLE FACILITIES FUND, INC.
21 West 46th Street, New York
New York, NY 10036

TRUSTEE: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1544 N. Woodland Park Dr., Suite 300
Layton, Utah 84041

All capitalized terms used herein, but not otherwise defined shall have the meaning ascribed to such term in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”), dated as of October 17, 2019, between Debtor and Secured Party.

For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 of the Deed of Trust, Debtor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Secured Party, with power of sale and right of entry and possession, all estate, right, title and interest which Debtor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the “Property”):

(a) The real property located in the County of Salt Lake County, State of Utah, as described in Exhibit A hereto (the “Land”);

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the “Improvements”);

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock

pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Debtor grants to Secured Party a security interest in, and pledges and assigns to Secured Party, all of Debtor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Secured Party, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

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**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