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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/24/2018 11:47 AM  
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ES INC

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Abigail Manoni</b> (206) 344-4609	
B. E-MAIL CONTACT AT FILER (optional) <b>abigail.manoni@usbank.com</b>	
C When Recorded Return To: Quick Data Services, Inc. 2005 East 2700 South, Suite 200 Salt Lake City, Utah 84109	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13-292-0001

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>2765790 9/12/2013</b>	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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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:

AND Check one of these three boxes:

This Change affects  Debtor or  Secured Party of record  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 <b>AgCredit, ACA for itself and as agent/nominee of AgCredit, FLCA</b>			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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 <b>U.S. Bank National Association, as Trustee</b>			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		

7c. MAILING ADDRESS <b>170 Main Street, #200</b>	CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84101</b>	COUNTRY <b>USA</b>
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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:

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 <b>AgCredit, ACA for itself and as agent/nominee of AgCredit, FLCA</b>			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Filed with: **UT - Davis County; Debtor: HIGHMARK CHARTER SCHOOL**

**F#634474  
A#875226**

EXHIBIT A

DESCRIPTION OF PERSONAL PROPERTY

All of HighMark Charter School's (referred to as "Debtor") right, title and interest in and to all assets of Debtor, including, but not limited to, the following property (collectively referred to as the "Collateral"):

(a) All accounts, accounts receivable, contract rights, chattel paper and instruments, and all other rights of Debtor to the payment of money of every nature, type and description, whether now owing to Debtor or hereafter arising, and all monies and other proceeds (cash and non-cash), including, without limitation, the following: all accounts, accounts receivable, book debts, instruments and chattel paper, books of account, computer storage media, ledger books and records of Debtor, deposit account balances, notes, drafts, acceptances, rents, payments under leases or sales of equipment or inventory and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leases and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter received by it evidencing obligations for and representing payment for goods sold or leases and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts; all contracts, leases, instruments, undertakings, documents or other agreements in or under which Debtor may now or hereafter have any right, title or interest; all customer lists, tax refunds due Debtor from any governmental agency and any and all proceeds of any of the above and any and all replacements of or accessions to and property similar to the foregoing;

(b) All inventory now owned or hereafter acquired by Debtor, of every nature, type and description, wherever located, including, without limitation, all of Debtor's goods or personal property held for lease or sale or being processed for lease or sale, all raw materials, work in progress, finished goods, packaging materials, and all other materials or supplies used or consumed or to be used or consumed in Debtor's business or in the processing, packaging or shipping of the same; and any and all instruments, documents, property, books and records, computer storage media and ledger books arising out of or related in any way to any of the foregoing;

(c) All rights of the Debtor as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to any inventory or other related properties of the Debtor;

(d) All books, records, files, computer programs, computer software and hardware, data processing records and correspondence in any way related to any of the Collateral;

(e) All materials, reserves, deferred payments, deposits or advance payment for materials, undisbursed loan proceeds, or refunds for overpayment relating to any of the Debtor's accounts or inventory;

(f) Any and all accounts and funds under the Indenture (as defined in the Servicing Agreement) to secure the Bonds issued thereunder and all cash, money, investments or instruments held therein;

(g) Any and all of Debtor's goods held as equipment, including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, and any computer programs embedded in such equipment and any supporting information provided in connection with a transaction relating to the computer program if the program is associated with the equipment in a manner that it customarily is considered part of the equipment, or by becoming the owner of the equipment, a person acquires a right to use the program in connection with the equipment, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith;

(h) Any and all fixtures (as defined in the UCC), whether now existing or hereafter acquired which are or will become fixtures on the real property identified on Exhibit B attached hereto ("Real Property");

(i) Any and all of Debtor's rights and interests in instruments and/or documents (as such terms are defined in the UCC), whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes (as defined in the UCC), documents of title owned or to be owned by Debtor, and all liens, security agreements, leases, and other contracts securing or otherwise relating to any of said instruments or documents;

(j) All of Debtor's rights and interests in the Trust Estate under the Indenture and all rights and interest in the Bond Fund, Cost of Issuance and School Acquisition Fund, Reserve Fund and Revenue Fund, each as defined in the Indenture and subject to the lien of the Bond Trustee under the Indenture;

(k) Any and all of Debtor's rights and interests in chattel paper, electronic chattel paper, and tangible chattel paper (as such terms are defined in the UCC), including security interests in software and license of software used in specific goods and leases of specific goods and license of software used in the goods;

(l) Any and all of Debtor's rights and interests in and to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance;

(m) Any and all of Debtor's rights and interests in and to a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, or an instrument (as such terms are defined in the UCC);

(n) Any and all of Debtor's general intangible property, including payment intangibles (as defined in the UCC), whether now owned or hereafter acquired by Debtor or used in Debtor's business currently or hereafter, including, without limitation, all patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending), literary rights, contract rights and all documents, applications, materials and other matters related thereto, all inventions, all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, goodwill and all chattel paper, documents, and instruments relating to such general intangibles;

(o) All Revenues of Debtor from whatever source, including but not limited to, all pledges and contributions (subject in each case to any restrictions on the use thereof from the contributing party). "Revenues" refers to all revenue, income, receipts and money received in any period by or on behalf of Debtor (other than the proceeds of any permitted borrowing, and other than interest earned on such proceeds if and to the extent such interest is required to be excluded by the terms of the borrowing), including but without limiting the generality of the foregoing, all (a) tuition payments, fees and other revenues derived from the operations of HighMark Charter School in South Weber, Utah (and any other school facilities) (the "School"), (b) payments made by the State of Utah or any political subdivision or agency thereof to or for the benefit of Debtor or the School and the right to receive all such payments, (c) gifts, grants, bequests, donations and contributions to Debtor for the School exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor in writing at the time of initial donation to a particular purpose inconsistent with their use for payment under the Indenture, (d) proceeds derived from (i) insurance maintained with respect to the School, and (ii) condemnation awards relating to the School or sales under a reasonably apprehended threat of condemnation of the School (e) accounts and accounts receivable relating to or derived from operations of the School, (f) securities and other investments owned by Debtor either directly or indirectly, (g) inventory and other tangible and intangible property, (h) rental, lease or licensing payments relating to the use of the School, (i) payments for the naming rights for the School and all components thereof, (j) fees, rents and other payments received relating to the provision of concessions and the sale of food, beverages and merchandise at the School or relating thereto or relating to any events at the School, (k) funds received or due under any contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of Debtor, (l) all payments, receipts, claims or other payments relating to the operations of the School, (m) federal, state, local, county or city funds received for the School, (n) any revenues and income of any kind or from any source not otherwise listed above, (o) all income earned from the investment of all moneys held from time to time in each fund and account established under the Indenture (but only to secure the Bonds issued pursuant to the Indenture) and (p) any revenues and income of any kind or from any source not otherwise listed above;

(p) All rights in and to all crops, livestock, timber and agricultural products of any nature or kind and all mineral, oil, gas and water rights and interests;

(q) All deposit accounts and bank accounts in all financial institutions and all funds on deposit in such accounts from time to time; and

(r) Any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents and the proceeds of such proceeds.

All terms used herein which are defined in the Uniform Commercial Code of the State of Utah, as amended from time to time (the "UCC"), shall have the meaning assigned to them in the UCC.

*Exhibit B*

All of Lot 1, **HIGHMARK SUBDIVISION**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.

*The following is shown for informational purposes only: Tax Parcel No. 13-292-0001*

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