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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Itineris High School d/b/a Itineris Early College High School</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>8714 Roy Del Cir</b>	<b>West Jordan</b>	<b>UT</b>	<b>84088</b>	<b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Equitable Facilities Fund, Inc.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>21 West 46th Street</b>	<b>New York</b>	<b>NY</b>	<b>84088</b>	<b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**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. This financing statement covers the following types (or items) of property now owned or hereafter acquired by Debtor (the "Collateral"):**

**(a) The real property located in the County of Salt Lake County, State of Utah, as described in Exhibit A attached to the UCC-1 Addendum filed concurrently with this UCC-1 Financing Statement (the "Land"):**

**See attached UCC-1 Addendum filed concurrently with this UCC-1 Financing Statement for remaining description of Collateral.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**Salt Lake County - Itineris (Deed of Trust)**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME <b>Itineris High School</b>	
OR <b>d/b/a Itineris Early College High School</b>	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	
COUNTRY				

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

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

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

16. Description of real estate:  
**See attached Schedule A and Exhibit A attached thereto.**

17. 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 46<sup>th</sup> 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.

**[Remainder of Page Intentionally Blank]**

**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