

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Laureen MacGregor - 801-323-1082
B. E-MAIL CONTACT AT FILER (optional) laureen@brecslc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) State Farm Life Insurance Company c/o Q10 Capital Servicing, LLC 111 South Main Street, #1600 Salt Lake City, Utah 84111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
4225:2019 - Original Filed 01/16/2019

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

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				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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:

Tax Parcel #: 66:529:0101

See attached: Exhibits "A" & "B" incorporated herein by this reference.

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 State Farm Life Insurance Company				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
330003 / 1463901 - Towns of Traverse Mountain, LLC

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
4225:2019 - Original Filed 01/16/2019

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

12a. ORGANIZATION'S NAME
State Farm Life Insurance Company

OR
 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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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
Towns of Traverse Mountain, LLC

OR
 13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

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:
Tax Parcel # RPRXBCA0296641A

See attached: Exhibits "A" & "B" incorporated herein by this reference.

18. MISCELLANEOUS:
330003 / 1463901 - Towns of Traverse Mountain, LLC

EXHIBIT A

to Financing Statement by TOWNS OF TRAVERSE MOUNTAIN, LLC, a Utah limited liability company ("Debtor"), in favor of STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation, its successors or assigns ("State Farm"), as Secured Party.

All "Collateral," as the same is described and as that term is defined below:

1. Improvements. All of Debtor's buildings, structures and other improvements (collectively, the "Improvements") now or hereafter constructed, erected, installed, placed or situated upon the real estate described in Exhibit B (the "Real Estate");

2. Appurtenances. All of Debtor's estate, claim, demand, right, title and interest of Debtor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to: (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining property; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning, developmental rights and approvals, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "Appurtenances");

3. Leases. All leasehold estates and the right, title and interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (individually, a "Lease" and collectively, the "Leases");

4. Rents. All rents, issues, profits, proceeds, income, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "Rents"); subject, however, to the right, power and authority (the "License") granted Debtor in the Assignment of Rents and Leases executed by Debtor in favor of State Farm of even date herewith to collect and apply the Rents as provided therein;

5. Contract Rights. All right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Secured Property (as defined in the Deed of Trust), including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests, or greater estates in the rights and properties comprising the

Secured Property, now owned or hereafter acquired by Debtor (collectively, the "Contract Rights");

6. Intangible Personal Property. All general intangibles of Debtor, including, without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and proceeds therefrom, rights of action and books and records relating to the Real Estate or Improvements (collectively, the "Intangible Personal Property");

7. Tangible Personal Property. All right, title and interest of Debtor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate or Improvements (collectively, the "Tangible Personal Property");

8. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the Secured Property into cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of the Secured Property, including all insurance and condemnation proceeds as provided in the Deed of Trust (collectively, the "Proceeds");

9. Tax and Insurance Deposits. As defined in Section 3.3 of the Deed of Trust;

10. Right to Encumber. All of Debtor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests described herein as security for any debt or obligation, it being intended by this provision to divest Debtor of the right, power and privilege to hypothecate or encumber, or to grant a mortgage upon or security interest in any of the property hypothecated in or encumbered by the Deed of Trust, as security for the payment of any debt or performance of any obligation without State Farm's prior written consent (collectively, the "Right to Encumber").

11. Other Rights and Interests. All other property, rights, interests, estates or claims of every name, kind, character or nature, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights, interests, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties and interests comprising the Secured Property ("Other Rights and Interests").

All of the foregoing-described property, rights and interest, including the Improvements, Appurtenances, Leases, Rents, Contract Rights, Intangible Personal Property, Tangible Personal Property, Proceeds, Tax and Insurance Deposits, Right to Encumber and Other Rights and Interests, being collectively referred to herein as the "Collateral".

EXHIBIT B

to Financing Statement by TOWNS OF TRAVERSE MOUNTAIN, LLC, a Utah limited liability company ("Debtor"), in favor of STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation, its successors or assigns ("State Farm"), as Secured Party.

Lot 101, Plat "A", SEASONS TOWNS, a Residential Subdivision, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, State of Utah.

Tax Parcel No. 66-529-0101