

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Abbi Brightwell- 801-323-1029**

B. E-MAIL CONTACT AT FILER (optional)  
**abrightwell@brecslc.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Q10 Capital Servicing LLC  
111 South Main, Suite 1600  
Salt Lake City, Utah 84111**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**85812:2012**

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

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:

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  
**Voya Retirement Insurance and Annuity Company, a Connecticut Company**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:  
**320052/28782 - Siena Villas, LLC**

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**85812:2012**

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

12a. ORGANIZATION'S NAME  
**Voya Retirement Insurance and Annuity Company, a Conn**

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  
**Siena Villas, 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:  
**See exhibit A & B**

18. MISCELLANEOUS:  
**320052/28782 - Siena Villas, LLC**

Debtor: Siena Villas, LLC  
Secured Party: ING Life Insurance and Annuity Company

Siena Villas (1068 – UT)

EXHIBIT A  
Legal Description

The following described real property is located in Utah County, State of Utah:

Parcel 1:

Lot 1, Siena Villas Plat "A", including a vacation of Lot 6 Orlean Terrace Subdivision and a portion of Terrace Drive, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

Parcel 1A:

Nonexclusive Easement for parking and access pursuant to the Reciprocal Easement Agreement dated April 18, 2008, recorded April 25, 2008, as Entry No. 49029:2008 and pursuant to the Parking Agreement dated April 18, 2008, recorded April 25, 2008, as Entry No. 49030:2008.

The following is shown for information purposes only: 66:335:0001

Debtor: Siena Villas, LLC  
Secured Party: ING Life Insurance and Annuity Company

EXHIBIT B  
Description of Collateral

Debtor: SIENA VILLAS, LLC, a Utah limited liability company  
Secured Party: ING LIFE INSURANCE AND ANNUITY COMPANY, a Connecticut corporation  
Premises: Described in Exhibit A to this Financing Statement

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the "Collateral"):

(a) Personal Property. All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Premises, now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Premises or in warehouses and intended to be used in connection with or incorporated into the Premises or for the pursuit of any other activity in which Debtor may be engaged on the Premises, and including without limitation all tools, musical instruments and systems, audio or video equipment, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, and computer equipment, software, books, supplies, kitchen equipment, appliances, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the Premises and are declared to be a portion of the security for the Obligations (as defined in the Security Agreement executed by Debtor in favor of Secured Party) (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the

Debtor: Siena Villas, LLC  
Secured Party: ING Life Insurance and Annuity Company

Premises. All of such property is collectively referred to as the "Personal Property."

(b) Accounts. All accounts receivable and any right of Debtor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Premises together with those accounts now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom (collectively, the "Accounts").

(c) Permits. All authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Premises (collectively, the "Permits").

(d) Rents and Deposits. All monies on deposit for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral or the Premises except as provided in the Deed of Trust (as defined in the Security Agreement executed by Debtor in favor of Secured Party); all proceeds paid for damage done to the Collateral or the Premises except as provided in the Deed of Trust; all proceeds of any award or claim for damages for any of the Collateral or the Premises taken or damaged under the power of eminent domain or by condemnation; all rents, issues and leases of the Premises; and all tenants' or security deposits held by Debtor in respect of the Premises.

(e) Trade Names and Rights. All names under or by which the Premises or any improvements thereon may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Premises.

(f) Memberships. All shares of stock or partnership interest or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, including all water stock relating to the Premises, if any, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises and any management agreements.

Debtor: Siena Villas, LLC  
Secured Party: ING Life Insurance and Annuity Company

(g) Plans. All plans and specifications (except those owned by third parties) prepared for construction of improvements on the Premises and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises.

(h) Reserve Accounts. All reserve, deposit or escrow accounts made pursuant to any loan document made between Debtor and Secured Party with respect to the Premises, together with all income, profits, benefits and advantages arising therefrom.

(i) Other Collateral. All goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the applicable Uniform Commercial Code ("UCC")) located on and used in the operation of the Premises.

(j) Substitutions. All substitutions, accessions, additions and replacements to any of the foregoing.

(k) Products and Proceeds. All products and proceeds of any of the foregoing, or with respect to the Premises, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Premises, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof.