ENT 140941:2021 PG 1 of 5
Andrea Allen
Utah County Recorder
2021 Aug 12 09:35 AM FEE 40.00 BY JR
RECORDED FOR Northern Title Company
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS			RECORDEĎ FOR Northern Title Company ELECTRONICALLY RECORDED			
A. NAME & PHONE OF CONTACT AT FILER (optional)						
B. E-MAIL CONTACT AT FILER (optional)						
C. SEND ACKNOWLEDGMENT TO: (Name and Address	)					
Carrie B. Miller						
Jackson Walker LLP						
777 Main Street, Suite 2100						
Fort Worth, Texas 76102						
<b> </b> <u> </u>						
	<del></del>				R FILING OFFICE USE	
<ol> <li>DEBTOR'S NAME: Provide only one Debtor name (1a or 1b name will not fit in line 1b, leave all of item 1 blank, check here</li> </ol>					's name); if any part of the Ir atement Addendum (Form U	
1a. ORGANIZATION'S NAME SEASONS OF TRAVERSE MOU	NTAIN, I	LLC				-
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
95 West 100 South, Suite 340	H	Logan		UT	84321	USA
2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b						
name will not fit in line 2b, leave all of item 2 blank, check here	and provide t	ne individual Deptor Informa	ition in item 10 of the Fi	nancing St	atement Addendum (Form U	
2a. ORGANIZATION'S NAME						
OR 2b. INDIVIDUAL'S SURNAME	·	FIRST PERSONAL NAME		TADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
20. INDIVIDUAL 3 SURVAINE		PINOT PERSONAL NAME		ADDITIONAL NAME (G)MATTAL (G)		
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of A	SSIGNOR SECU	RED PARTY): Provide only	one Secured Party nam	e (3a or 3b	<u> </u>	
3a. ORGANIZATION'S NAME		······				
THE LINCOLN NATIONAL LIF	E INSUR	ANCE COMP.	ANY			
OR 3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
100 North Greene Street		Greensboro		NC	27401	USA

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

All assets described on Exhibit B which are used in connection with the real property described in Exhibit A.

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 <u>only</u> if applicable and check <u>only</u> one box:	6b. Check only if applicable and check only one box:						
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing						
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buy	er Bailee/Bailor Licensee/Licensor						
8. OPTIONAL FILER REFERENCE DATA: Utah County, Utah; LOAN NO. L2106600							

# EXHIBIT A TO UCC-1 FINANCING STATEMENT

### PROPERTY DESCRIPTION

LOT 1, PLAT "A", SEASONS AT TRAVERSE MOUNTAIN A RESIDENTIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

(66-411-0005)

## EXHIBIT B TO UCC-1 FINANCING STATEMENT

### COLLATERAL DESCRIPTION

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("SECURITY INSTRUMENT") MADE AS OF AUGUST 12, 2021, BY SEASONS OF TRAVERSE MOUNTAIN, LLC, a Utah limited liability company ("DEBTOR"), IN FAVOR OF THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, AN INDIANA CORPORATION ("SECURED PARTY").

This Financing Statement covers the real property, as more particularly described on Exhibit A hereto, together with the improvements, fixtures, and personalty located thereon (the "Property") together with:

- (a) all of Debtor's estate, right, title and interest in, to and under the Land;
- all of Debtor's now or hereafter acquired estate, right, title and interest in, to and under all buildings, structures, improvements and fixtures now existing or hereafter erected on the Land and all right, title and interest, if any, of Debtor in and to the streets and roads, opened or proposed, abutting the Land to the center lines thereof, and strips within or adjoining the Land, the air space and right to use said air space above the Land, all rights of ingress and egress on or within the Land, all easements, rights and appurtenances thereto or used in connection with the Land, including, without limitation, air, lateral support, alley and drainage rights, all revenues, income, rents, cash or security deposits, advance rental deposits, and other benefits thereof or arising from the use or enjoyment of all or any portion thereof (subject, however, to the rights and authorities given herein to Debtor to collect and apply such revenues, and other benefits), all interests in and rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances thereon or therein, and water stock, all options to purchase or lease, all development or other rights relating to the Land or the operation thereof, or used in connection therewith, including all Debtor's right, title and interest in all fixtures, attachments, partitions, machinery, equipment, building materials, appliances and goods of every nature whatever now or hereafter located on, or attached to, the Land, all of which, including replacements and additions thereto, shall, to the fullest extent permitted by law and for the purposes of the Security Instrument, be deemed to be real property and, whether affixed or annexed thereto or not, be deemed conclusively to be real property. All of the foregoing property described in this section (b) (collectively, the "Improvements"), together with the Land, shall be hereinafter referred to as the "Property."
- (c) all of Debtor's now existing or hereafter acquired right, title and interest in the following:
  - (A) All equipment (including but not limited to all heating and air conditioning equipment), inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the Property now or any time hereafter owned or acquired by Debtor, wherever located and

all products thereof whether in possession of Debtor or whether located on the Property or elsewhere;

- (B) To the extent general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to, (1) all names under which or by which the Property may at any time be owned and operated or any variant thereof, and all goodwill in any way relating to the Property and all service marks and logotypes used in connection therewith, (2) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property, (3) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property, (4) all materials prepared for filing or filed with any governmental agency, and (5) the books and records of Debtor relating to construction or operation of the Property.
- (C) All shares of stock or partnership interest or membership interest or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including all water stock relating to the Property, if any, and all documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; provided, however, that the foregoing shall not include any ownership interests in Debtor;
- (D) All accounts, deposit accounts, tax and insurance escrows held pursuant to the Security Instrument, other escrow accounts held pursuant to the Security Instrument or the Loan Agreement, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Land or the use or enjoyment of the Property to the extent such are assignable;
- (E) All of Debtor's interest in and to all causes of action, claims, compensation, proceeds and recoveries for any damage or injury to the Property or any part thereof or for any loss or diminution in value of the Property;
  - (F) All condemnation proceeds and insurance proceeds related to the Property;
- (G) All articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with the Land, appurtenances to the Land, and the Improvements together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law as fixtures.
- (d) all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property

(or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Property is located.