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E# 3203065 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
09-Dec-21 0428 PM FEE \$40.00 DEP TN  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>COLIN C. STOFFER, ESQ. (502) 589-5400</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"><b>COLIN C. STOFFER, ESQ.</b> <b>FROST BROWN TODD LLC</b> <b>400 WEST MARKET STREET, SUITE 3200</b> <b>LOUISVILLE, KENTUCKY 40202</b></div> <b>08-103-0016 147792-mch</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>NWI DAWN, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>101 SOUTH EL CAMINO REAL, SUITE 202</b>		CITY <b>SAN CLEMENTE</b>	STATE <b>CA</b>	POSTAL CODE <b>92672</b>
			COUNTRY <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>HGI COMMERCIAL FUNDING II, LLC</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>C/O HARBOR GROUP INTERNATIONAL, LLC, 999 WATERSIDE DRIVE, SUITE 2300</b>		CITY <b>NORFOLK</b>	STATE <b>VA</b>	POSTAL CODE <b>23510</b>
			COUNTRY <b>USA</b>	

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

All personal property and fixtures described in Exhibit "A" attached hereto and made a part hereof located on the real property described in Exhibit "B" attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>TO BE RECORDED IN WEBER COUNTY, UTAH</b>	

**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  
**NWI DAWN, LLC**

OR  
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):

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 Exhibit "B" attached hereto and incorporated herein by reference for all purposes.**

17. MISCELLANEOUS:  
**TO BE RECORDED IN WEBER COUNTY, UTAH**

**EXHIBIT "A"****PERSONAL PROPERTY AND FIXTURES**

1. Collateral. This Financing Statement covers the following described property:

(a) All of Debtor's (as defined below) right, title and interest in and to the real property described on Exhibit B attached hereto (the "Real Property"), together with all after acquired title in respect of the Real Property, and all right, title, interest and privileges of Debtor in and to all streets, ways, roads and alleys used in connection with or pertaining to the Real Property, and together with all development rights or credits, air rights, water, water rights and water stock related to such Real Property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Real Property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the Real Property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property (the "Improvements"); all interest or estate which Debtor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing (all of the foregoing being collectively referred to as the "Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

(b) All of Debtor's right, title and interest in, to and under: (i) all leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing or operation of the Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date of the Security Instrument ("Leases"); and (ii) the rents, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Debtor under the Leases ("Payments"). The term "Leases" shall also include all guarantees of and security for the lessees' performance thereunder, and all amendments, extensions, renewals or modifications thereto.

(c) All of the following described personal property in which Debtor now or at any time hereafter has any interest: all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, embedded software therein, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the Real Property (to the extent the same are not effectively made a part of the Real Property pursuant to Section 1.1 of the Security Instrument) or (ii) the Improvements; all after acquired title, and all right, title, interest and privileges of Debtor in and to all streets, ways, roads and alleys used in connection with or pertaining to the Real Property, and together with all development rights or credits, air rights, water, water rights and water stock related to the Real Property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Real Property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the Real Property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the

Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property; together with all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to Article 3 of the Security Instrument); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, notes, drafts, letters of credit, letter of credit rights, supporting obligations insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Property or any business now or hereafter conducted thereon by Debtor; all rights of Debtor under any interest rate hedge, cap, swap or similar agreement; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all Plans and Specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party or another depository pursuant to the Loan Agreement or any other Loan Documents; all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related to the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

2. Definitions. As used in this Financing Statement the following capitalized terms shall have the meanings as set forth below, to the extent any initially capitalized term is used above and is not defined herein such term shall have the same meaning as provided in the Loan Agreement:

“Debtor” means NWI DAWN, LLC, a Delaware limited liability company.

“Loan Agreement” means that certain Loan Agreement dated December \_\_, 2021, executed by Debtor and Secured Party.

“Loan Documents” has the meaning assigned to such term in the Loan Agreement.

“Secured Party” means HGI COMMERCIAL FUNDING II, LLC, a Delaware limited liability company, its successors and permitted assigns.

“Security Instrument” means that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Debtor for the benefit of Secured Party, encumbering the Real Property and other collateral described herein and recorded or to be recorded in the Official Records of [Weber County, Utah].

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

4817-3820-6714v3

LaDawn Apartments  
Roy, Weber County, Utah  
1 of 1

Part of the Northwest quarter of the Northwest quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian: Beginning at a point 849.55 feet East and 33 feet South of the Northwest corner of said Section 13 and running thence South 169 feet; thence West 159.46 feet; thence South 359 feet; thence East 219.46 feet; thence North 528 feet to the South line of 4800 South Street; thence West 60 feet to the beginning.

ALSO: Part of the Northwest quarter of the Northwest quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian: Beginning at a point 909.55 feet East and 220.2 feet South of the Northwest corner of said Section 13 and running thence East 112 feet; thence South 7.8 feet, more or less, to an existing chain fence; thence East 107.46 feet along said fence; thence South 333 feet; thence West 219.46 feet; thence North 340.8 feet to the beginning.

Further described by the following as surveyed description:

Part of the Northwest quarter of the Northwest quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian: Beginning at a point 849.55 feet North 89°52'11" East along the section line and 33.00 feet South 00°07'49" East of the Northwest corner of said Section 13 and running thence North 89°52'11" East 60.00 feet; thence South 00°07'49" East 187.20 feet; thence North 89°52'11" East 112.00 feet; thence South 00°07'49" East to an existing chain link fence 8.58 feet; thence South 89°42'37" East along said fence line 107.46 feet; thence South 00°07'49" East 331.43 feet; thence South 89°52'11" West 438.92 feet; thence North 00°07'49" West 359.00 feet; thence North 89°52'11" East 159.46 feet; thence North 00°07'49" West 169.00 feet to the point of beginning.