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E# 3357831 PG 1 OF 6  
B. Rahimzadegan, WEBER COUNTY RECORDER  
13-Feb-25 0810 AM FEE \$40.00 DEP TT  
REC FOR: FROST BROWN TODD LLC - KENTUCKY  
ELECTRONICALLY RECORDED

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) <b>BARRY A. HINES, ESQ. (502) 589-5400</b>	
B. E-MAIL CONTACT AT SUBMITTER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>BARRY A. HINES, ESQ. FROST BROWN TODD LLP 400 WEST MARKET STREET, SUITE 3200 LOUISVILLE, KENTUCKY 40202</b>	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>3203065; RECORDED DECEMBER 9, 2021</b>	1b. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Part(y)(ies) authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT: 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; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8	
4. <input type="checkbox"/> 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 <u>one</u> of these two boxes: <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record AND Check <u>one</u> of these three boxes to: <input checked="" type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)	
6a. ORGANIZATION'S NAME <b>NWI DAWN, LLC</b>	
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 <u>one</u> 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 <b>NWI DAWN, LLC</b>	
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 <b>1211 PUERTA DEL SOL, SUITE 240 SAN CLEMENTE CA 92673 USA</b>	
8. COLLATERAL CHANGE: Check only <u>one</u> box: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN* collateral Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8	
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor	
9a. ORGANIZATION'S NAME <b>HGI CRE CLO 2022-FL3, LLC</b>	
OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
10. OPTIONAL FILER REFERENCE DATA: <b>WEBER COUNTY RECORDER, UTAH</b>	

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

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

**3203065; RECORDED DECEMBER 9, 2021**

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

12a. ORGANIZATION'S NAME

**HGI CRE CLO 2022-FL3, LLC**

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

**NWI DAWN, LLC**

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX):

☐

ITEM 8 (Collateral) OR

☐

OTHER INFORMATION (Please Describe)

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:

18. MISCELLANEOUS:

**WEBER COUNTY RECORDER, 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 9, 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.

PIN: 08-103-0076 **BT** PCV