



W3180605

EH 3180605 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
01-SEP-21 246 PM FEE \$40.00 DEP TN
REC FOR: THE CLAWSON GROUP INC.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Brody Bevan 801-281-4884 ext. 114
B. E-MAIL CONTACT AT FILER (optional) bbevan@theclawsongroup.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>The Clawson Group, Inc. 292 E. 12200 S. Suite 200 Draper, UT. 84020</p> </div>

15-474-0001

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2811939	1b. <input 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
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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 Saint Paul Properties Fund III, LLC			
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:
All assets of Debtor and all proceeds thereof.

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 American National Insurance Company			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
To be recorded in Weber County, Utah

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 Saint Paul Properties Fund III, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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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):

<p>13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate: See Exhibit "A" attached hereto and made a part hereof.</p>
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17. MISCELLANEOUS:

NAME OF DEBTOR: SAINT PAUL PROPERTIES FUND III, LLC

EXHIBIT "One"

This Financing Statement covers the following collateral:

- (1) any and all of the goods, articles of personal property, accounts, general intangibles, instruments, documents, furniture, furnishings, equipment and/or fixtures of every kind and nature whatsoever that are usually furnished by landlords in letting an unfurnished building; provided that in no event shall the term "Collateral" include trade fixtures or trade personal property (including without limitation, the items described in subsections (2) - (6) herein) now or hereafter owned by Debtor, in or hereafter placed in or used or which may become used, in connection with or in the use, enjoyment, ownership or operation of the real estate described on **Exhibit "A"** attached hereto and made a part hereof (the "Mortgaged Premises"), together with all additions thereto, replacements thereof, substitutions therefor and all proceeds therefrom;
- (2) any and all rents, rentals, payments, compensations, revenues, profits, incomes, leases, licenses, concession agreements, insurance policies, plans and specifications, contract rights, accounts, escrowed funds and general intangibles in any way relating to the Mortgaged Premises or used or useful in the use, enjoyment, ownership or operation of the Mortgaged Premises;
- (3) any and all names, trade names, signs, marks and trademarks under which the Mortgaged Property, or any part thereof, is known or operated and all of Debtor's rights to carry on the business of Debtor under all such name or names and any variant or variance thereof;
- (4) any and all deposits, awards, damages, payments, escrowed monies, insurance proceeds, condemnation awards or other compensation, and interests, fees, charges or payments accruing on or received from or to be received on any of the foregoing in any way relating to the Mortgaged Premises, or the ownership, enjoyment or operation of the Mortgaged Premises together with all proceeds of the foregoing described in this paragraph.
- (5) any and all cash, securities, uncertificated securities, investment property, securities accounts, financial assets, deposit accounts, securities entitlements, and other personal property now or hereafter in or coming into or being credited to, or represented by any escrow account pledged as collateral for the Indebtedness, including, without limitation, all interest, dividends, rights, splits and income on such items; and
- (6) any and all products, proceeds, substitutions, re-numberings and replacements of any of the above-described collateral. Notwithstanding the foregoing, the term "Collateral" shall not include rights and obligations of the members of Debtor under the Operating Agreement (as defined herein).

NAME OF DEBTOR: SAINT PAUL PROPERTIES FUND III, LLC

Exhibit "A"

Legal Description

PARCEL 1

All of Lot 1, WALL COMMERCIAL SUBDIVISION, according to the Official Plat thereof, recorded in the Office of the County Recorder of WEBER County, State of Utah.

The following is shown for informational purposes only: Tax Parcel No. 15-474-0001

PARCEL 2

An easement for ingress and egress, but not for parking in favor of Lot 2, as set forth in Declaration of Easements recorded September 24, 2007, as Entry No. 2293736 and as shown on the Survey of Reeve & Associates, Inc., dated May 23, 2007, last revised August 30, 2007, Job No. 1756-10, and as shown on the dedicated plat.