

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Adam M. Lynn, 410-820-0257</b>
B. E-MAIL CONTACT AT FILER (optional) <b>alynn@mdswlaw.com</b>
C. EMAIL ACKNOWLEDGMENT TO: (Email Address) <b>Adam M. Lynn, Esq. McAllister, DeTar, Showalter &amp; Walker LLC 100 N. West Street Easton, MD 21601</b>

**13893226 B: 11307 P: 1795 Total Pages: 5**  
**02/17/2022 09:44 AM By: dhummel Fees: \$40.00**  
**FINST- FINANCE STATEMENT**  
**Rashelle Hobbs, Recorder, Salt Lake County, Utah**  
**Return To: KENSINGTON VANGUARD**  
**39 W 37TH ST FL 3NEW YORK, NY 100180207**

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>CAP Niki II, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS <b>2200 Pacific Coast Highway, Suite 305</b>		CITY <b>Hermosa Beach</b>	STATE <b>CA</b>	POSTAL CODE <b>90254</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>BayVanguard Bank</b>					
OR	3b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS <b>7114 North Point Road</b>		CITY <b>Baltimore</b>	STATE <b>MD</b>	POSTAL CODE <b>21219</b>	COUNTRY <b>USA</b>

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

See Exhibit 1 attached hereto, which is incorporated by reference herein as if set forth fully herein.

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 only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**Utah Land Records**

# 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 <b>CAP Niki II, LLC</b>	
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		SUFFIX
ADDITIONAL NAME(S)/INITIAL(S)		COUNTRY		
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	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
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: <b>All that certain piece, parcel or lot of land, lying and being in Salt Lake County, Utah, more particularly described in Exhibit 2 attached hereto, and known as 9446 South Highland Drive, Sandy, Utah 84092.</b>

17. MISCELLANEOUS:

## EXHIBIT 1

This Financing Statement covers all of Debtor's right, title and interest in all of the following that it may now own or hereafter acquire, together with a continuing security interest therein:

(a) issues, funds, cash, profits, deposits, income, revenues, royalties, rents and proceeds, and all substitutions, additions, modifications, amendment and supplements thereto (collectively, the "**Profits**") related to the real property and personal property which is more particularly described in Exhibit 2 attached hereto and known as 9446 South Highland Drive, Sandy, Utah 84092 (the "**Real Property**") and any improvements located thereon (the "**Improvements**"; collectively, the Improvements and the Real Property shall be referred to herein as the "**Premises**");

(b) in connection with the Premises, all: (i) contracts, subcontracts, agreements, service agreements, supply agreements, and purchase orders executed by or on behalf of Debtor before, on and after the date of this Assignment, or which have been or will hereafter be assigned to Debtor, as well as all promotional sales and/or marketing materials, products or documents in connection with development, construction, renovation or improvement (including but not limited to, offsite and/or reciprocal easements, ground leases and/or purchase and sale contracts, performance, surety or payment bonds, and/or construction and development contracts), agreements and commitments; and (ii) architects' and engineers' agreements, development agreements and management agreements, if any, and all plans and specifications with respect to the construction of buildings or other improvements. All of the foregoing contracts, agreements and other items and those referred to above in this Subparagraph (b) are hereinafter referred to individually and collectively as the "**Contracts**";

(c) to the extent assignable, all licenses, permits, approvals, certificates, development grants, and agreements with or from all boards, bodies, agencies, departments, authorities and commissions, whether governmental or quasi-governmental (hereinafter collectively referred to as "**Governmental Authorities**"), relating or pertaining directly or indirectly to ownership, use, operation, construction or maintenance of the Premises, issued before, on and after the date of this Assignment (individually and collectively, the "**Permits**");

(d) management agreements, operating contracts, accounts, and other agreements related to: (i) the ownership, operation or maintenance of the Premises; and/or (ii) the business activities of the Debtor, and all security deposits and other deposits collected thereunder, and commissions, fees, remuneration, compensation payable with respect thereto, and all substitutions, additions, modifications, amendment and supplements thereto (collectively, the "**Contracts**") related to the Premises;

(e) all accounts, deposit accounts, chattel paper, payment intangibles, commercial tort claims, documents, goods, instruments, investment property, letter of credit rights, letters of credit, money, general intangibles, and oil and gas or other mineral rights related to the Premises;

(f) all liquidated or other damages related to any lease, all premiums and other sums payable by any lessee upon the exercise of a cancellation or other privilege provided in any lease, all proceeds payable pursuant to all condemnation awards or settlements, all policies of insurance or settlements thereof covering the Premises or any part thereof or any loss of rents affecting the Premises or any part thereof, all income and other amounts received or proceeds from vending, parking, advertising, laundry, maintenance, cafeteria, club or other commercial operations conducted at or in connection with the Premises, all common area maintenance, service, cable, utility or other charges affecting the Premises or any of the leases, all tax, insurance or other refunds affecting the Premises, all repayments for tenant improvements or work, together with all rights and claims of any kind which Debtor may have against any lessee of the Premises; and

(g) all rights and privileges of the Debtor under any easement, declaration, covenants, conditions, restrictions, deed, charter, agreement or otherwise, or as derived or implied from any other document, deed, easement, or instrument recorded or unrecorded in connection with the Premises (collectively, the collateral identified in this Section 1(a)-(g) are hereinafter individually and collectively referred to as the “**Assets**”).

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL 1:

LOT 4, LITTLE COTTONWOOD CENTER SUBDIVISION - FIRST AMENDMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 2:

TOGETHER WITH AND EASEMENT FOR INGRESS AND EGRESS, UPON THE TERMS AND CONDITIONS THEREIN PROVIDED AS CONTAINED IN RESTRICTION AGREEMENT AND GRANT OF EASEMENT, RECORDED OCTOBER 27, 2010, AS ENTRY NO. 11062001, IN BOOK 9872, AT PAGE 8004 AND ASSIGNMENT OF RIGHTS UNDER RESTRICTION AGREEMENT AND GRANT OF EASEMENTS, RECORDED MARCH 15, 2018, AS ENTRY NO. 12733984, IN BOOK 6781, PAGE 6800, OF OFFICIAL RECORDS.

Said property is also known by the street address of:

9446 South Highland Drive, Sandy, UT 84092