

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

★

**Capitol Corporate Services, Inc.**  
 P.O. Box 3100 Carson City, NV 89702  
 800/899-0490

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME  
**Ridge Pointe Limited Partnership**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1781 Park Center Drive Orlando FL 32835 U.S.A.**

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 ADD'L INFO RE ORGANIZATION DEBTOR **Limited Partnership NV LP1480-1996**  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
**Merrill Lynch Mortgage Capital Inc., as Agent**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**4 World Financial Center New York NY 10080 U.S.A.**

4. This FINANCING STATEMENT covers the following collateral:  
**See Schedule A attached hereto and made a part hereof.**

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOB  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA:  All Debtors  Debtor 1  Debtor 2

Ridge Pointe- Douglas County, NV **08743**

**0548560**  
**BK0802PG00407**

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Ridge Pointe Limited Partnership		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

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## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

## 14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

## 16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

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**SCHEDULE A  
TO  
UCC-1 FINANCING STATEMENT**

*Collateral Description*

The UCC-1 Financing Statement, Form UCC-1, to which this Schedule A is attached, covers any/all right, title, interest and estate of Debtor, whether now owned or hereafter acquired, in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Land"), along with any/all interest of the Debtor in and to the following (collectively, the "Collateral"):

1. All improvements, buildings and structures now or hereafter located on the Land of every nature whatsoever (the "Improvements", and collectively with the Land, the "Real Property").

2. All right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Debtor may now have or hereafter acquire in and to (a) all leases, subleases, licenses, easements, reciprocal easement agreements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land or affecting or relating to the Land, (b) any applicable timeshare declarations (collectively, the "Declarations") and any certificate of incorporation or by-laws of any homeowner association created thereunder or with respect thereto, together with all rights, benefits, privileges and interests appurtenant thereto, including, but not limited to the right to use and occupy the common areas and common furnishings as such terms may be defined in the Declarations, and any other interests in property constituting appurtenances to the Real Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, including, without limitation, any rights of Debtor, as grantor, declarant or developer thereunder (any such rights and interests described in subsection (b) shall herein be referred to as "Declarant's Rights"), (c) all hereditaments, gas, oil, minerals, and easements, of every nature whatsoever, located in or on the Real Property, and (d) any and all other agreements relating to the occupancy, development, use, construction, operation, enjoyment, acquisition or ownership of the Real Property including but not limited to, construction contracts, architects' contracts, management contracts, permits, licenses, certificates and entitlements and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to, or of any of the rights and interests described in subparagraphs (a) through (d) above (hereinafter the "Property Rights").

3. All fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Real Property, including, but not limited to (a) all goods, apparatus, machinery and equipment of Debtor; and (b) all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to or of any of the foregoing (the "Fixtures").

4. (i) all the Estate, right, title and interest of the Debtor, in and to all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Real Property or any part thereof; (ii) all contract rights, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Real Property), actions and rights in action, relating to the Real Property, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; (iii) all present and future funds, accounts, instruments, accounts receivable, documents; (iv) all names by which the Real Property may be operated or known, and all rights to carry on business under such names; (v) all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Property; (vi) all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter affecting the Real Property; and (vii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles.")

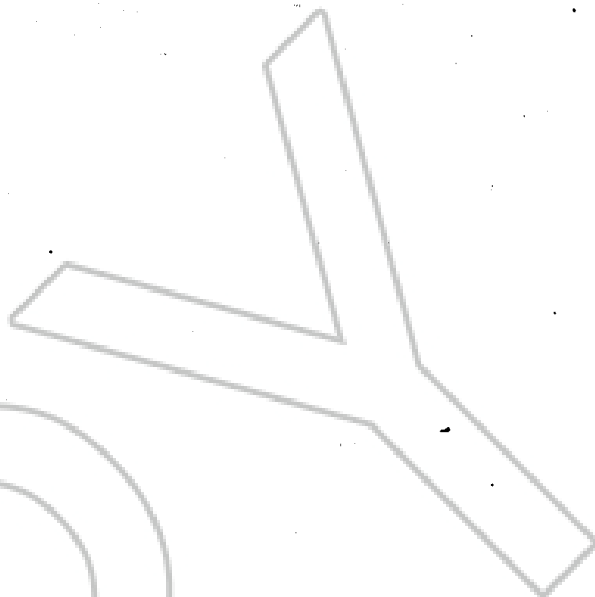
5. All the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership of the Real Property or to the occupancy of all or any portion of the Real Property and, all such leases and agreements (including all Debtor's rights under any contracts for the sale of any portion of the Real Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases").

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Exhibit A

Ridge Point Tahoe



Lot 160 as designated on TAHOE VILLAGE UNIT NO. 1 - 14<sup>th</sup> AMENDED MAP, recorded September 16, 1996, as Document No. 396458 in Book 996, at Page 2133, Official Records, Douglas County, Nevada, EXCEPTING THEREFROM that certain real property described as follows:

Beginning at the Northeast corner of Lot 160; thence South 31 11'12" East 81.16 feet; thence South 58 48'39" West 57.52 feet; thence North 31 11'12" West 83.00 feet; thence along a curve concave to the Northwest with a radius of 180 feet, a central angle of 18 23'51", an arc length of 57.80 feet the chord of said curve bears North 60 39'00" East 57.55 feet to the Point of Beginning. Containing 4,633 square feet, more or less, as shown on that Boundary Line Adjustment Map recorded as Document No. 463765; together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Timeshare Covenants, Conditions and Restrictions for THE RIDGE POINTE recorded November 5, 1997, as Document No. 0425591, and as amended on March 19, 1999 as Document No. 463766, and subject to said Declaration.

EXCEPTING THEREFROM all those Timeshare Condominium Estates previously conveyed.

NOTE: The above metes and bounds description appeared previously in that certain document recorded March 30, 1999, in Book 399, Page 6699, as Instrument No. 464484.

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COPY

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Capital Doc Services

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 AUG -1 PM 4:30

LINDA SLATER  
RECORDER

\$40<sup>00</sup> PAID Kg DEPUTY