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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Ora Leavitt 952-4446**

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

**Business Bank of Nevada  
Credit Department  
6085 W. Twain Ave.  
Las Vegas, NV 89103-1228**

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  
**Lampe Corners, Ltd.**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**P.O. Box 37 Genoa NV 89411 USA**

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  
**88-0334731 Limited Liability Co. NV**  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  
**The Pierce Revocable Living Trust**

OR

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1438 Willow Creek Lane Gardnerville NV 89410 USA**

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  
**7958 Trust NV**  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  
**Business Bank of Nevada**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1811 E. College Pkwy. Carson City NV 89706-7942**

4. This FINANCING STATEMENT covers the following collateral:  
**Collateral includes but is not limited to all Inventory, Chattel Paper, Accounts, Equipment, General intangibles, and Fixtures as more fully described in Exhibit "A" attached hereto and made a part hereof by this reference; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)**

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5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  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 [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE]  All Debtors  Debtor 1  Debtor 2 [optional]

8. OPTIONAL FILER REFERENCE DATA  
**1813269**

**08746**

# 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 <b>Lampe Corners, Ltd.</b>		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME <b>KatDan, LLC</b>					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS <b>P.O. Box 1633</b>		CITY <b>Gardnerville</b>	STATE <b>NV</b>	POSTAL CODE <b>89410</b>	COUNTRY <b>USA</b>
11d. TAX ID #, SSN OR EIN <b>88-0488864</b>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION <b>Limited Liability Co.</b>	11f. JURISDICTION OF ORGANIZATION <b>NV</b>	11g. ORGANIZATIONAL ID #, if any <input checked="" 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:

**All that real property situate in the County of Douglas, State of Nevada, described as follows:**

**A parcel of land located in the South 1/2 of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:**

**Parcel B1, B2 and B3 of Parcel Map LD# 00-034 for Lampe Corners LTD. filed for record in the Office of the Douglas County Recorder on August 23, 2000, in Book 0800, Page 4151, Document No. 498148.**

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

**Lampe Corners, Ltd.  
P.O. Box 37  
Genoa, NV 89411**

**The Pierce Revocable Living Trust  
1438 Willow Creek Lane  
Gardnerville, NV 89410**

16. Additional collateral description:

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 for 30 years

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## EXHIBIT "A"

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,100,000.00	08-13-2002	08-12-2003	1813269	30444 / 8755 CRE	New	033	AB
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Grantor:** Lampe Corners, Ltd. (TIN: 88-0334731); Gary Dean Pierce and Janet Henderson Pierce, Trustees of The Pierce Revocable Living Trust (TIN: 55-0787958); and KatDan, LLC (TIN: 88-0488864)  
P.O. Box 37  
Genoa, NV 89411

**Lender:** Business Bank of Nevada  
Carson City Branch  
1811 E. College Pkwy.  
Carson City, NV 89706-7942  
(877) 952-4499

This EXHIBIT "A" is attached to and by this reference is made a part of the Commercial Security Agreement, dated August 13, 2002, and executed in connection with a loan or other financial accommodations between BUSINESS BANK OF NEVADA and Lampe Corners, Ltd.; Gary Dean Pierce and Janet Henderson Pierce, Trustees of The Pierce Revocable Living Trust under the provisions of a trust agreement dated August 7, 1989; and KatDan, LLC.

Collateral is more fully described as follows:

(a) All buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements") described as:

All of that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located in the South 1/2 of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Parcel B1, B2 and B3 of Parcel Map LD# 00-034 for Lampe Corners LTD. filed for record in the Office of the Douglas County Recorder on August 23, 2000, in Book 0800, Page 4151, Document No. 498148; together with

(b) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and improvements; together with

(c) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Land and improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

(d) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit "A" or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and improvements; together with

(e) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(f) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or improvements; together with

(g) All of Debtor's interest in and to any loan funds, whether disbursed or not, and any interest reserve account (i.e. "Account"), and Debtor's own funds now or later to be held on deposit in any Loan account; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, note, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and improvements generally; together with

(i) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above

Concurrently with signing the Commercial Security Agreement and the financing statement, Debtor (also referred to as "Grantor"), as Trustor, is executing for the benefit of Secured Party (also referred to as "Lender"), a Construction Deed of Trust and an Assignment of Rents (collectively the "Deed of Trust"), encumbering certain property as herein described. The filing of the financing statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with respect to any property described in it which is real property. The intention of Debtor and Secured Party is that everything used in connection with the production of income from that Real Property, or adapted for use in or on it is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as, real property and part of the real property encumbered by the Deed of Trust regardless of whether or not the same is physically

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attached to the improvements. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien thereby created. The financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interest described in the Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to, the United States Government or any of its agencies, be filed in the office where the financing statement is filed.

THIS EXHIBIT "A" IS EXECUTED ON AUGUST 13, 2002.

GRANTOR:

LAMPE CORNERS, LTD.

By: Roger A Faicke  
Roger A Faicke, Manager of Lampe Corners, Ltd.

By: Gregory W Painter  
Gregory W. Painter, Manager of Lampe Corners, Ltd.

By: Walter H Niemeyer  
Walter H. Niemeyer, Manager of Lampe Corners, Ltd.

X Gary Dean Pierce Trustee  
Gary Dean Pierce, Trustee of The Pierce Revocable Living Trust under the provisions of a Trust Agreement dated August 7, 1989

X Janet Henderson Pierce Trustee  
Janet Henderson Pierce, Trustee of The Pierce Revocable Living Trust under the provisions of a Trust Agreement dated August 7, 1989

KATDAN, LLC

By: Daniel J. Martin  
Daniel J. Martin, Manager of KatDan, LLC

By: Kathleen W. Martin  
Kathleen W. Martin, Manager of KatDan, LLC

LENDER:

BUSINESS BANK OF NEVADA

X Kelle Ables  
Authorized Signer

REQUESTED BY  
Business Bank of Nevada  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 SEP 12 PM 2:08

LINDA SLATER  
RECORDER

\$ 45<sup>00</sup> PAID 12 DEPUTY

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