

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

┌
Brownstein Hyatt & Farber
Attn: Bruce A. James
410 17th Street, Suite 2200
Denver, CO 80202
└

L ┘

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

OR

1a. ORGANIZATION'S NAME
AIG Baker Carson Valley, L.L.C. a Delaware limited liability company

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

1c. MAILING ADDRESS
1701 Lee Branch Lane | CITY: Birmingham | STATE: AL | POSTAL CODE: 35242 | COUNTRY: 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

63-1108356 | | limited liab. company | Delaware | 3591309

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

OR

2a. ORGANIZATION'S NAME

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 OR ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

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

OR

3a. ORGANIZATION'S NAME
KeyBank National Association, a national banking association, its successors and assigns

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

3c. MAILING ADDRESS
50 South Main Street, Suite 1909 | CITY: Salt Lake City | STATE: UT | POSTAL CODE: 84144 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits A, B, and C attached.

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] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6433.180

08754

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT
COUNTY FILING**

1. This Financing Statement covers the following types of collateral ("Collateral"):

The items described on Exhibit C attached hereto and incorporated herein by reference for all purposes, as the same relate to the land described in Exhibit B attached hereto and incorporated herein by reference for all purposes, and the improvements thereon or thereto.

2. Portions of the Collateral constitute goods which are affixed, or are to be affixed, to the aforesaid real property located in Douglas County, Nevada. **SUCH COLLATERAL IS OR INCLUDES FIXTURES.** This Financing Statement is to be recorded in the office where a mortgage on such real estate would be recorded. The Record Owner of said aforesaid real property is the Debtor.

3. Proceeds of the Collateral are also covered.

**EXHIBIT B
TO
UCC-1 FINANCING STATEMENT**

(LEGAL DESCRIPTION)

See attached

COPY

EXHIBIT B
to
UCC-1 Financing Statements

(Legal Description – Parcels 1 through 10)

PARCEL 1

A parcel of land situate within the South half of the Northeast quarter of Section 6, Township 14 North, Range 20 East, Douglas County, Nevada, more particularly described as follows:

Beginning at a point on the Southerly right of way of Topsy Lane from which the center section of said Section 6 bears South 39°29'12" West a distance of 1693.02 feet;
Thence with said right of way North 89°32'09" East a distance of 248.02 feet;
Thence North 89°31'04" East a distance of 45.98 feet;
Thence departing said right of way South 00°43'23" East a distance of 226.11 feet;
Thence South 89°16'37" West a distance of 294.00 feet;
Thence North 00°43'23" West a distance of 227.42 feet to the Point of Beginning.
The above described land is also designated as Parcel A on the Record of Survey filed October 8, 2002, File No. 554147.

NOTE: The above metes and bounds description appeared previously in that certain document recorded October 8, 2002, in Book 1002, page 2832, as Instrument No. 554146.

PARCEL 2:

A parcel of land situate within the South half of the Northeast quarter of Section 6, Township 14 North, Range 20 East, Douglas County, Nevada, more particularly described as follows:

Beginning at a point on the Southerly right of way from which the center of said Section bears South 37°51'51" West a distance of 1620.08 feet;
Thence with said right of way South 89°40'23" East a distance of 47.13 feet;
Thence North 00°19'37" East a distance of 1.96 feet;
Thence along a tangent circular curve to the right with a radius of 26.00 feet and a central angle of 89°12'33" an arc length of 40.48 feet;
Thence North 89°32'09" East a distance of 9.27 feet;
Thence departing said right of way South 00°43'23" East a distance of 227.42 feet;
Thence North 89°16'37" East a distance of 294.00 feet;
Thence North 00°43'23" West a distance of 226.11 feet to a point on said right of way;
Thence North 89°31'04" East a distance of 8.82 feet;
Thence along a tangent circular curve to the right with a radius of 285.50 feet and a central angle of 11°28'43" an arc length of 57.20 feet;
Thence along a tangent circular curve to the left with a radius of 314.50 feet and a central angle of 11°28'42" an arc length of 63.01 feet;

Thence along a tangent circular curve to the right with a radius of 934.65 feet and a central angle of $01^{\circ}17'57''$ an arc length of 21.19 feet to a point on the Westerly right of way of U.S. 395;
Thence with said right of way along a non-tangent line South $07^{\circ}48'25''$ West a distance of 628.92 feet;
Thence departing said right of way South $89^{\circ}31'43''$ West a distance of 114.52 feet;
Thence South $89^{\circ}32'36''$ West a distance of 329.23 feet;
Thence North $00^{\circ}19'37''$ East a distance of 607.63 feet to the Point of Beginning.

The above described land is also designated as Parcel B on the Record of Survey filed October 8, 2002, as File No. 554147.

NOTE: The above metes and bounds description appeared previously in that certain document recorded October 8, 2002 in Book 1002, Page 2832, as Instrument No. 554146.

PARCEL 3

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.M.

PARCEL 4

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.M.

PARCEL 5

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 6

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 7

The Northwest $\frac{1}{4}$ of the, Northeast $\frac{1}{4}$, of the Southwest $\frac{1}{4}$, of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded February 26, 1998 in Book 298 of Official Records at Page 4977, Douglas County, Nevada as Document No. 433544.

PARCEL 8

The West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of Lot 1 of the Northeast quarter, of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 9

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the West half of Lot 1 of the Northeast $\frac{1}{4}$, the North half of the Southeast $\frac{1}{4}$, of the West half of Lot 1 of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the West half of Lot 1 of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the East half of Lot 1 of the Northeast $\frac{1}{4}$, of Section 6, Township 14 North, Range 20 East, M.D.M.

Excepting therefrom any portion lying within the boundaries of U.S. Highway 395 Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 10

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and also the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 14 North, Range 20 East, M.D.B. & M, excepting therefrom any portion lying within the boundaries of U.S. Highway 395.

Said lands are set forth on Record of Survey for Douglas County, State of Nevada recorded April 10, 2000 in Book 0400, Page 1314 as Document No. 489613 and amended on July 11, 2000 in Book 0700, Page 1320 as Document No. 495561, of Official Records.

**EXHIBIT C
TO
UCC-1 FINANCING STATEMENT**

(COLLATERAL)

All personal property now or hereafter owned by the Debtor (collectively, the "Property"), including but not limited to, the following:

(a) All that certain real property situated in the County of Douglas, State of Nevada, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Land"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired;

(b) All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(d) All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in or about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Land or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

(e) All water, water courses, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights and powers which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether decreed or undecreed, tributary, non-tributary, surface or underground, and together (i) with all utilities, utility lines, utility commitments, utility capacity, capital recovery charges, impact fees

and other fees paid in connection with same, (ii) reimbursements or other rights pertaining to utility or utility services provided to the Land and/or Improvements and (iii) the present or future use or availability of waste water capacity, or other utility facilities to the extent same pertain to or benefit the Land and/or Improvements, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now existing or hereafter created or acquired;

(f) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

(g) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Deed of Trust or any other of the Loan Documents (as defined therein), including, without limitation, all funds now or hereafter on deposit in the Reserves (as defined in the Deed of Trust);

(h) All leases, licenses, tenancies, concessions and occupancy agreements of the Land or the Improvements now or hereafter entered into by Debtor and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits (collectively, the "Rents" or "Rents and Profits") of the Land or the Improvements, or the fixtures or equipment, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), license, tenancy, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as defined in the Deed of Trust) or any of the General Intangibles (as defined in the Deed of Trust) and all cash or securities (the "Security Deposits") that secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

(i) All contracts and agreements now or hereafter entered into by Debtor covering any part of the Land or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, specifications, studies, drawings, surveys, tests, operating and other reports, bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements;

(j) All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements;

(k) All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with

any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements (collectively, the "General Intangibles");

(l) All water taps, sewer taps, certificates of occupancy, permits, special permits, uses, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or the Improvements;

(m) All building materials, supplies and equipment now or hereafter placed on the Land or in the Improvements and Debtor's right, title and interest in all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements;

(n) All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Land or the Improvements, including any unearned premiums thereon;

(o) All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(p) All other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 DEC 19 PM 12: 23

LINDA SLATER
RECORDER

\$ 40⁰⁰ PAID *Kg* DEPUTY

6433\180\742653.1

0561504

BK1202PG09083