

REQUESTED BY

FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 NOV 13 PM 4: 04

WERNER CHRISTEN
RECORDER

\$ 40⁰⁰ PAID *Be* DEPUTY

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

OR

9b. INDIVIDUAL'S LAST NAME ROGERS	FIRST NAME DAVID	MIDDLE NAME, SUFFIX A.
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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

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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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 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
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12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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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 situated in the County of Douglas, State of Nevada, bounded and described as follows: Parcel C of that certain Parcel Map for Kenneth F. and Judith A. Barrow recorded on November 2, 1977 in Book 1177 of Parcel Maps at page 214 as Document No. 14667 of Official Records of Douglas County, Nevada.

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

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" TO UCC-1 FINANCING STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$416,803.00	11-12-2003	11-12-2004	8035505166-01	DTAD / RE1		49656	
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.							

Borrower: DAVID A. ROGERS
KIMBERLEE S. ROGERS
760 Ponderosa Place
Fallon, NV 89406

Lender: COLONIAL BANK, N.A.
Fallon Office
200 South Maine Street
Fallon, NV 89406

This EXHIBIT "A" TO UCC-1 FINANCING STATEMENT is attached to and by this reference is made a part of the Construction Loan Agreement, dated November 12, 2003, and executed in connection with a loan or other financial accommodations between COLONIAL BANK, N.A. and DAVID A. ROGERS and KIMBERLEE S. ROGERS.

The collateral consists of all personal property and improvements (collectively "Improvements"), now owned or hereafter acquired by Debtor located or hereafter constructed upon the real property located in Clark County, Nevada (the "Property") described in Exhibit "B" and other personal property including, but not limited to:

- (a) All buildings and other improvements now or hereafter located on the Property, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), pumps and pumping stations used in connection with all shares of stock evidencing the same, all machinery, equipment, appliances, furnishings, inventory, fixtures, and other property used or useable in connection with the Property and the Improvements thereon, including, but not limited to, all storage tanks and pipelines, all gas, electric, heating, cooling, air conditioning, refrigeration and plumbing fixtures and equipment, which have been or may hereafter be attached or affixed in any manner to any building now or hereafter on the Property (the "Improvements");
- (b) All the rights, rights of way, easements, licenses, profits, privileges, tenements, hereditaments and appurtenances, now or hereafter in any way appertaining and belonging to or used in connection with the Property and/or Improvements, and any part thereof or as a means of access thereto, including, but not limited to, any claim at law or in equity, and any after acquired title and reversion in or to each and every part of all streets, roads, highways and alleys adjacent to and adjoining the same;
- (c) All rentals, earnings, income, accounts, accounts receivable, deposits, security deposits, receipts, royalties, revenues, issues and profits which may accrue from the Property and/or the Improvements and any part thereof;
- (d) All deposits made with or other security given to utility companies by Debtor with respect to the Property and/or the Improvements, and all advance payments of insurance premiums made by Debtor with respect thereto and claims or demands relating to insurance;
- (e) All existing and future goods and tangible personal property located on the Property or wherever located now owned or hereafter acquired by Debtor and used in connection with the use, operation or occupancy of the Property or in construction of the Improvements, including, but not limited to, all appliances, furniture and furnishings, fittings, materials, supplies, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used to intended to be installed or used therein; and all renewals or replacements thereof of articles in substitution thereof;
- (f) All general intangibles relating to design, development, operation, management and use of the Property and construction of the Improvements, including, but not limited to, (i) all names under which or by which the Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction of Improvements, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all materials prepared for filing or filed with any governmental agency, and (v) all of Debtor's rights, under any contract in connection with the development, design, use, operation, management and construction of the Property;
- (g) All construction, service, engineering, consulting, leasing, architectural and other similar contracts of any nature (including, without limitation, those of any general contractors and subcontractors), as such may be modified, amended or supplemented from time to time, concerning the design, construction, management, operation, occupancy, use, and/or disposition of any portion of or all of the Property;
- (h) All architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property;
- (i) All payment and performance bonds or guarantees and any and all modifications and extensions thereof relating to the Property;
- (j) All reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction, design, development, operation, occupancy, use and disposition of any portion of or all of the Property;
- (k) To the extent to be assigned by Debtor, all proceeds of any commitment by any lender to extend permanent or additional construction financing or Debtor relating to the Property;
- (l) All proceeds and claims arising on account of any damage to or taking of the Property or any part thereof, and all causes of action and recoveries for any loss diminution in the value of the Property;
- (m) All policies of, and proceeds resulting from insurance relating to the Property or any of the above collateral, and any and all riders, amendments, extensions, renewals, supplements or extensions thereof, and all proceeds thereof;
- (n) All shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and
- (o) All proceeds, whether cash, promissory notes, contract rights, or otherwise, of the sale or disposition of all or any part of the estate of Debtor upon the Property now or hereafter existing thereon.

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EXHIBIT "A" TO UCC-1 FINANCING STATEMENT
(Continued)

Loan No: 8035505166-01

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THIS EXHIBIT "A" TO UCC-1 FINANCING STATEMENT IS EXECUTED ON NOVEMBER 12, 2003.

BORROWER:

x David Rogers
DAVID A. ROGERS

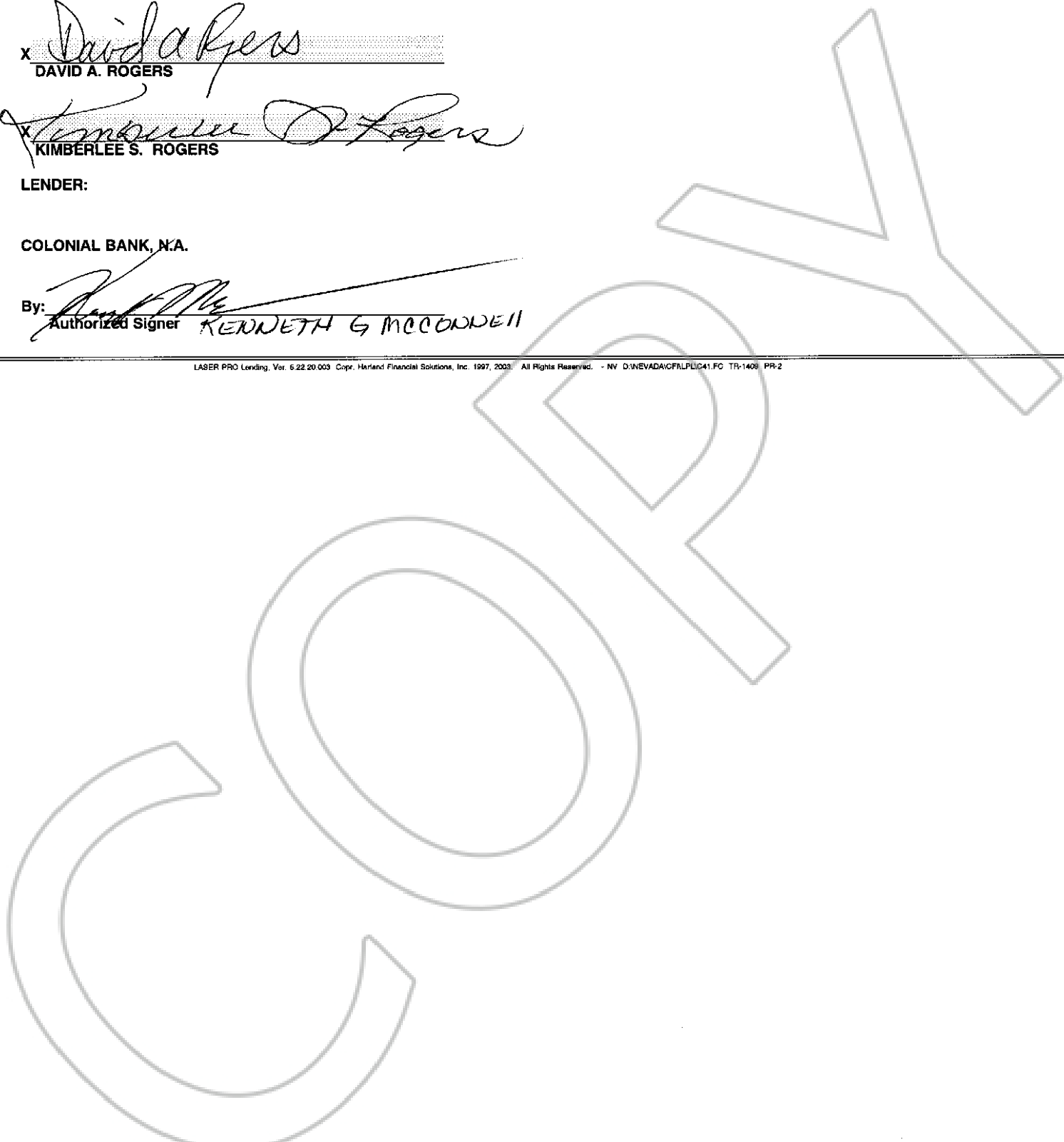
Kimberlee S. Rogers
KIMBERLEE S. ROGERS

LENDER:

COLONIAL BANK, N.A.

By: Kenneth G. McDonnell
Authorized Signer KENNETH G. MCCONNELL

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