

✓ Parasec
 318 N. CARSON ST #208
 CARSON CITY, NV 89701

REQUESTED BY
Parasec Inc
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

2004 SEP -2 AM 9:15

WERNER CHRISTEN
 RECORDER

\$40⁰⁰ PAID *Ch* DEPUTY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

STROOCK & STROOCK & LAVAN LLP
 180 MAIDEN LANE
 NEW YORK, NEW YORK 10038
 ATTENTION: CHRIS LY

PARASEC INCORPORATED
 P.O. BOX 160568
 SACRAMENTO, CA 95816-0568

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
 CARSON VALLEY CENTER, L.L.C.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 c/o The Kroenke Group, 1001 East Cherry Street, Suite 308 COLUMBIA MO 65201 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
 43-1824948 LIMITED LIABILITY CO MISSOURI LC0021365 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
 LEHMAN BROTHERS BANK, FSB

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1000 WEST STREET, SUITE 200 WILMINGTON DE 19801 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

08812

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
 DOUGLAS COUNTY

0623238
 BK0904PG00541

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 CARSON VALLEY CENTER, L.L.C.			
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 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 BY THIS REFERENCE MADE A PART HEREOF.

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 30 years

SCHEDULE A TO UCC-1 FINANCING STATEMENT

CARSON VALLEY CENTER, L.L.C.,
as Debtor
and
LEHMAN BROTHERS BANK, FSB,
as Secured Party

All of Debtor's right, title and interests in and to the following property (collectively, the "Property") located upon or used in connection with the real property described in Exhibit A attached hereto and made a part hereof (the "Land"):

(a) the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(b) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) all furnishings, machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(d) all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues (including, but not limited to, any payments made by tenants under the Leases in connection with the termination of any Lease, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or

other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty" and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor" and collectively, the "Lease Guarantors");

(f) all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases and beneficiary under all Lease Guaranties;

(g) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(m) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and

(n) any and all other rights of Debtor in and to the items set forth in items (a) through (m) above.

Initially capitalized terms used herein and not otherwise defined have the meanings assigned in the Deed of Trust, Fixture Filing and Security Agreement, dated as of August 31, 2004 (the "Security Instrument"), by the Debtor to the Secured Party. Interested parties may contact the Secured Party during normal business hours to view a copy of the Security Instrument and specific records describing the above-described collateral.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

COPY

EXHIBIT "A"

PARCEL A: (1420-06-602-015)

Beginning at a point on the Southerly right of way of Topsy Lane from which the center 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.

PARCEL 7: (1420-06-602-023)

Beginning at a point on the Easterly right of way of Vista Grande Boulevard from which the center of said Section 6 bears South 89°32'59" West a distance of 100.01 feet;

Thence with said right of way North 00°17'22" East a distance of 1211.46 feet;

Thence along a tangent circular curve to the right with a radius of 36.00 feet and a central angle of 89°14'47" an arc length of 56.08 feet to a point on the Southerly right of way of Topsy Lane;

Thence with said right of way North 89°32'09" East a distance of 416.38 feet;

Thence along a tangent circular curve to the left with a radius of 540.00 feet and a central angle of 11°24'42" an arc length of 107.55 feet;

Thence departing said right of way with a non-tangent line South 00°18'51" West a distance of 926.02 feet;

Thence North 89°32'49" East a distance of 729.35 feet to a point on the Westerly right of way of U.S. Highway 395;

Thence with said right of way South 07°48'25" West a distance of 335.28 feet;

Thence departing said right of way South 89°32'34" West a distance of 27.35 feet;

Thence South 89°32'59" West a distance of 1216.34 feet to the Point of Beginning.

The above described land is also designated as Parcel 7 on the Record of Survey filed April 3, 2003 as File No. 572306.

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ADJUSTED PARCEL 8: (1420-06-602-028)

Beginning at the Northwest corner of Parcel 8, as shown on that certain Record of Survey in support of a Boundary Line Adjustment, Book 403, page 1471, Document No. 572306, Official Records of Douglas County, Nevada, said point also being on the Southerly right of way of Topsy Lane from which the center of said Section 6 bears South 27°46'02" West a distance of 1427.31 feet;

Thence with said right of way from a tangent which bears North 78°07'28" East, along a circular curve to the left with a radius of 540.00 feet and a central angle of 04°23'05" an arc length of 41.33 feet;

Thence North 73°44'22" East a distance of 12.15 feet;

Thence along a tangent circular curve to the right with a radius of 285.50 feet and a central angle of 13°02'54" an arc length of 65.02 feet;

Thence along a tangent circular curve to the left with a radius of 314.50 feet and a central angle of 09°27'32" an arc length of 51.92 feet;

Thence along a tangent circular curve to the right with a radius 446.00 feet and a central angle of 12°04'54" an arc length of 94.05 feet;

Thence along a tangent circular curve to the right with a radius of 26.00 feet and a central angle of 90°54'58" an arc length of 41.26 feet;

Thence with a non-tangent line South 89°40'24" East a distance of 42.87 feet;

Thence departing said right of way South 00°19'37" West a distance of 939.45 feet;

Thence South 89°32'43" West a distance of 329.16 feet;

Thence North 00°18'51" East a distance of 926.02 feet to the Point of Beginning.

EXCEPTING THEREFROM all that property contained within Parcels 2 and 3 as shown on the Record of Survey filed April 13, 2003 as File No. 572306 and Adjusted Parcel 1 as shown on the Record of Survey filed September 17, 2003, File No. 590198.

The above described land is also designated as Parcel 8 on the Record of Survey filed September 17, 2002 as File No. 590198.

ADJUSTED PARCEL 9: (1420-06-602-029)

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:

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Beginning at the Northwest corner of Parcel 9 as shown on that certain Record of Survey in support of a Boundary Line Adjustment, Book 403, page 1471, Document No. 572306, Official Records of Douglas County, Nevada, said point also being on the Southerly right of way of Topsy Lane from which the center of said Section 6 bears South 37°51'52" West a distance of 1620.06 feet;

Thence with said right of way South 89°40'24" East a distance of 47.13 feet;

Thence North 00°19'36" 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 with said right of way 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°28'42" 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°28'43" 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°18'19" an arc length of 21.29 feet to a point on the Westerly right of way of U.S. Highway 395;

Thence with said right of way along a non-tangent line South 07°48'25" West a distance of 352.56 feet;

Thence South 89° 16'31" West a distance of 115.16 feet;

Thence South 00° 43'29" East a distance of 50.00 feet;

Thence South 89° 16'31" West a distance of 64.00 feet;

Thence South 00° 43'29" East a distance of 198.63 feet;

Thence South 82° 24'33" East a distance of 140.29 feet to a point on said Right-of-Way;

Thence with said Right-of-Way along a non-tangent line South 07° 48'25" West a distance of 339.75 feet;

Thence departing said Right-of-Way South 89° 32'49" West a distance of 400.19 feet;

Thence North 00° 19'37" East a distance of 939.45 feet to the Point of Beginning.

EXCEPTING THEREFROM all that property contained within parcel 4 as shown on that certain Record of Survey in support of a Boundary Line Adjustment, Book 403, Page 1471, Document No. 572306, Official Records of Douglas County, Nevada and Adjusted Parcel 5 as shown on that certain Record of Survey in support of a Boundary Line Adjustment, Book 0604, Page 12432, Document No. 617112.

Together with all right, title and interest in and to the appurtenant easements contained in that certain document "Agreement of Covenants, Conditions and Restriction and Grant of Easements", dated September 17, 2003 and recorded in the Official Records of Douglas County, Nevada on September 26, 2003, Book 0903, Page 15219, Instrument No. 0591480.

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