



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

2004 OCT 18 PM 12:49

WERNER CHRISTEN  
 RECORDER  
 \$ 40.00 PAID BE DEPUTY

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Cassin Cassin & Joseph LLP  
 711 Third Avenue, 20<sup>th</sup> Floor  
 New York, New York 10017  
 Attn: Michael J. Hurley, Jr., Esq.

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 <b>HILLVIEW CARSON CITY, LLC</b>					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS <b>10281 Imperial Avenue</b>		CITY <b>Cupertino</b>	STATE <b>CA</b>	POSTAL CODE <b>95014</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS <b>30-0240476</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>limited liability company</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> 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				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> 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 <b>UBS REAL ESTATE INVESTMENTS INC.</b>					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS <b>1285 Avenue of the Americas, 11<sup>th</sup> Floor</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10019</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

**SEE SCHEDULE "A" ATTACHED HERETO**

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  
**FILE WITH DOUGLAS COUNTY, STATE OF NEVADA** **CARSON VALLEY PLAZA/UBS**

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

**08818**

**0626990**

**BK1004PG07191**

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

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P'S NAME – insert only one name (12 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 <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.
14. Description of real estate:  Carson Valley Plaza 921 Topsy Lane, Carson City, Nevada  County: Douglas  APN: 1420-06-602-026

16. Additional collateral Description
17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate
18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction – effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction – effective 30 years

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):  <b>HILLVIEW CARSON CITY, LLC</b> 10281 Imperial Avenue Cupertino, California 95014
--

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

0626990  
BK1004PG07192

## SCHEDULE A

All of Debtor's right, title and interest in and to the following:

1. All that certain lot(s), piece(s) or parcel(s) of land (the "Real Estate") as more particularly described on Exhibit "A" annexed hereto and made a part hereof, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining 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 or hereafter acquired; and
2. All of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located or placed on the Real Estate (the "Improvement"); and
3. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Real Estate and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Real Estate, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Real Estate and the Improvements and every part and parcel thereof, with the appurtenances thereto; and
4. All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Estate and/or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Real Estate and/or 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 Real Estate and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Real Estate and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that 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 collateral described herein is located (the "Uniform Commercial Code"); and

0626990

BK1004PG07193

5. All awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Real Estate and/or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Real Estate and/or Improvements; and
6. All leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Real Estate and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Real Estate and the Improvements (hereinafter collectively referred to as the "Rents"), together with 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; and
7. All proceeds of and any unearned premiums on any insurance policies covering the collateral described herein, 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 collateral described herein; and
8. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the collateral described herein and to commence any action or proceeding to protect the interest of Beneficiary in the collateral described herein; and
9. All accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the collateral described herein), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the collateral described herein), and causes of action that now or hereafter relate to, are derived from or are used in connection with the collateral described herein, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); and

10. All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing; and
11. Any and all other rights of Debtor in and to the items set forth in Sections 1 through 10 above.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain **Deed of Trust, Assignment of Leases and Rents and Security Agreement** dated as of October 8, 2004, from **HILLVIEW CARSON CITY, LLC**, a Delaware limited liability company, as Trustor for the benefit of **UBS REAL ESTATE INVESTMENTS INC.**, as Mortgagee and recorded in the County recorder's office of Douglas County, Nevada.

EXHIBIT A

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 from which the center section of said Section 6 bears South 35°56'47" West a distance of 1433.63 feet;

Thence North 00°43'50" West a distance of 45.00 feet;  
Thence South 89°16'10" West a distance of 20.35 feet;  
Thence North 00°43'50" West a distance of 40.29 feet;  
Thence North 89°16'10" East a distance of 129.74 feet;  
Thence South 00°43'50" East a distance of 85.29 feet;  
Thence South 89°16'10" West a distance of 109.37 feet to the Point of Beginning.

The above described land is also designated as Parcel 1 on the Record of Survey for AIG Baker, Carson Valley, LLC, filed September 17, 2003, File No. 590198.

The above metes and bounds description appeared previously in that certain document recorded September 17, 2003 in Book 903, page 8768 as Document No. 590199 of Official Records.

PARCEL 2:

Easement for access as recorded in Owners Agreement recorded April 3, 2003 in Book 403, Page 1467 as Document No. 572305.

Also those easements for access as set forth in an Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated September 17, 2003, recorded September 26, 2003, in Book 0903, Page 15219, as Document No. 591480.

0626990

BK1004PG07196