

OFFICIAL RECORD

Requested By:  
NORTHERN NEVADA TITLE

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 6 Fee: 41.00  
BK-1005 PG-13835 RPTT: 0.00



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

06505068k

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Stephen V. Novacek (17408-0249)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Colonial Bank, N.A.  
229 Kingsburg Grade  
Stateline, Nevada 89449

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>1243 HIGH SCHOOL, LLC</b>					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS <b>1674 Highway 395</b>		CITY <b>Minden</b>	STATE <b>NV</b>	POSTAL CODE <b>89423</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>Nevada</b>	1g. ORGANIZATIONAL ID #, if any <b>E0532462005-6</b>	<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 <b>VGR LIMITED PARTNERSHIP</b>					
OR	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS <b>1674 Highway 395</b>		CITY <b>Minden</b>	STATE <b>NV</b>	POSTAL CODE <b>89423</b>	COUNTRY <b>USA</b>
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION <b>LP</b>	2f. JURISDICTION OF ORGANIZATION <b>Nevada</b>	2g. ORGANIZATIONAL ID #, if any <b>LP1353-1996</b>	<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>COLONIAL BANK, N.A.</b>					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS <b>229 Kingsburg Grade</b>		CITY <b>Stateline</b>	STATE <b>NV</b>	POSTAL CODE <b>89449</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

The collateral consists of all personal property and fixtures described in Exhibit "A" attached hereto, owned or hereafter acquired by Debtor, a portion of which may be located upon the real property described in Exhibit "B" attached hereto and by this reference made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) (optional)		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

DOUGLAS COUNTY

# 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  
**1243 HIGH SCHOOL, LLC**

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. SEE INSTRUCTIONS 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

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:

**The collateral consists of all personal property and fixtures described in Exhibit "A" attached hereto, owned or hereafter acquired by Debtor, a portion of which may be located upon the real property described in Exhibit "B" 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

**EXHIBIT "A"**

**To UCC-1 Financing Statement**

The collateral consists of all personal property and improvements (collectively "Improvements"), now owned or hereafter acquired by Debtor located or hereafter to be constructed upon the real property located in Douglas 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 therewith and 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 the 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 or intended to be installed or used therein; and all renewals or replacements thereof or 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 the 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 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 permitted to be assigned by Debtor, all proceeds of any commitment by any lender to extend permanent or additional construction financing to 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 or 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 other disposition of all or any part of the estate of Debtor upon the Property now or hereafter existing thereon.

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DO-1050506-SK  
1050506

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**EXHIBIT "A" ATTACHED TO PRELIMINARY TITLE REPORT DATED JUNE 28, 2005**

**EXHIBIT "A"**

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

All that certain parcel of land situate in the Southwest ¼ of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

**PARCEL 1:**

Commencing at the West ¼ corner of Section 33; thence South 14°23' East, 538.23 feet, South 44°57' East, 502 feet and South 45°03' West, 60 feet to the Point of Beginning on the Gardnerville Town boundary. Thence along said boundary South 44°57' East, 290 feet more or less to a point on Parcel #1, as such parcel is shown on that Record of Survey for the Town of Gardnerville, recorded on that Record of Survey for the Town of Gardnerville, recorded as Document No. 49903; thence along the boundary of Parcel #1, South 53°12'29" West, 209.11 feet to the beginning of a curve to the right having a radius of 40.00 feet and a central angle of 81°06'48", a length of 56.63 feet; thence North 45°40'43" West, 219.51 feet; thence North 44°50' East, 244.22 feet to the Point of Beginning.

Together with a parcel of land located within a portion of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Commencing at the ¼ corner common to Section 32 and 33, Township 13 North, Range 20 East, M.D.B. & M.; thence per Deed recorded as Document No. 085620, Douglas County, Nevada, the following courses: South 14°23' East, 538.23 feet; thence South 44°57' East, 502.0 feet; thence South 45°03' West, 60.0 feet to the Northwest corner of Assessment Parcel No. 25-070-04; thence South 44°57'00" East, 50.00 feet to the Point of Beginning; thence North 44°50'00" East, 50.24 feet; thence South 44°57'00" East, 246.44 feet; thence South 53°12'29" West, 50.75 feet; thence North 44°57'00" West, 239.06 feet to the Point of Beginning.

Except therefrom a parcel of land located within a portion of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Commencing at the ¼ corner common to Section 32 and 33, Township 13 North, Range 20 East, M.D.B. & M.; thence per Deed recorded as Document No. 085620, Douglas County, Nevada, the following courses: South 14°23' East, 538.23 feet; thence South 44°57' East, 502.0 feet; thence South 45°03' West, 60.0 feet to the Northwest corner of Assessment Parcel No. 25-070-04; the Point of Beginning, thence South 44°57'00" East, 50.00 feet; thence South 44°50'00" West, 243.55 feet; thence North 45°43'49" West, 50.00 feet, thence North 44°50'00" East, 244.22 feet to the Point of Beginning.

Reference is hereby made to that certain Record of Survey Map recorded in the office of the Douglas County Recorder on January 8, 1991 in Book 191 at Page 881 as Document No. 242516, Official Records.

**PARCEL 2:**

An easement for ingress and egress to said land as reserved in Deed by Kes Co., a partnership, recorded May 25, 1989 in Book 589 at Page 3565 as File No. 202854, Official Records.

NOTE: Legal description previously contained in Document No. 418585, in Book 0897 at Page 284 recorded on August 1, 1997.

