

Douglas County - NV  
 Werner Christen - Recorder

Page: 1 of 7 Fee: 40.00  
 BK-0307 PG-1224 RPTT: 0.00



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Greenberg Traurig LLP  
 2200 Ross Avenue, Suite 5200  
 Dallas, Texas 75201  
 Attention: Susan G. Mitchell, 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  
**Behringer Harvard Lake Tahoe, LLC**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**15601 Dallas Parkway, Suite 600 Addison TX 75001 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  NONE  
**LLC Nevada E0837712005-5**

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  
**Bank of America, N.A.**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**901 Main Street, 21<sup>st</sup> Floor Dallas TX 75202 USA**

4. This FINANCING STATEMENT covers the following collateral:  
**See Schedule I and Exhibit A attached hereto and incorporated herein for all purposes**

08888  
 08888

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, Nevada**

# 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			
Behringer Harvard Lake Tahoe, 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. 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 Schedule I and Exhibit A attached hereto.**

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

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED



DEBTOR: BEHRINGER HARVARD LAKE TAHOE, LLC

SECURED PARTY: BANK OF AMERICA, N.A.

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SCHEDULE 1  
TO  
FINANCING STATEMENT

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Description of Collateral

1. This Financing Statement covers all of the right, title and interest of Debtor, in and to the following types (or items) of property now owned or hereafter acquired by Debtor, and all accessions and substitutions thereafter, and all products and proceeds thereof (the "Property"):

(a) the real property described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land") together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all rights, estates, powers, privileges and interests of whatever kind or character appurtenant or incident to the foregoing; and (v) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (1) all common area and other use rights, tenements, hereditaments, streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining or appurtenant to any of the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; and (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all water and water rights or shares of stock evidencing water rights, timber, crops and mineral interests on or pertaining the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(c) all (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness, insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the

DEBTOR: BEHRINGER HARVARD LAKE TAHOE, LLC

SECURED PARTY: BANK OF AMERICA, N.A.

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requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or related to any transactions related to the Premises or the Accessories (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories; (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; and

(d) all (i) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Financing Statement; (iii) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Financing Statement; and (iv) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests.

2. As used in this Financing Statement the following capitalized terms shall have the meaning as set forth below:

DEBTOR: BEHRINGER HARVARD LAKE TAHOE, LLC

SECURED PARTY: BANK OF AMERICA, N.A.

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(a) "Deed of Trust" means that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing Statement dated March \_\_, 2007, executed by Debtor for the benefit of Secured Party, and recorded or to be recorded in the Real Property Records of the County of Douglas, Nevada.

(b) "Loan" as so defined in the Deed of Trust.

(c) "Loan Documents" as so defined in the Deed of Trust.

(e) "Secured Indebtedness" as so defined in the Deed of Trust.

DEBTOR: BEHRINGER HARVARD LAKE TAHOE, LLC

SECURED PARTY: BANK OF AMERICA, N.A.

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**EXHIBIT A**

**LEGAL DESCRIPTION**

All that parcel or parcels of real property located in the Douglas County, State of Nevada, and more particularly described as follows:

**PARCEL 1:**

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111 and 112  
Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211 and 212  
Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311 and 312  
Units 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 and Unit 500, as set forth on the 15th Amended Map for Tahoe Village Unit 1, being a subdivision of Lot 56, filed for record on February 6, 1997 in Book 0297, Page 667 as Document No. 406172, Official Records of Douglas County, State of Nevada.

**PARCEL 2:**

An undivided 49/49 interest in and to that portion of Lot 56 designated as Common Areas as set forth on the 15th Amended Map for Tahoe Village Unit 1, filed for record on February 6, 1997 in Book 0297, Page 667 as Document No. 406172, Official Records of Douglas County, State of Nevada, subsequently adjusted, Lot 56 being more particularly described as:

All that portion of Lot 56 of Tahoe Village Unit No. 1, 15th Amended Map, filed for record on February 6, 1997 as Document Number 406172, and that portion of the Common Area of Tahoe Village Unit No. 1, Amended Map, filed for record on December 7, 1971, as Document Number 55769, more particularly described as follows:

Beginning at a point which bears South 19°29'45" West 6.25 feet from the Southwest corner of Lot 56 of said Tahoe Village Unit No. 1, 15th Amended Map;

Thence North 19°40'00" East 126.59 feet;  
Thence North 10°20'00" West 126.09 feet;  
Thence North 79°40'00" East 36.50 feet;  
Thence North 10°20'00" West 8.85 feet;  
Thence North 79°40'00" East 25.33 feet;  
Thence South 10°20'00" East 8.85 feet;  
Thence North 79°40'00" East 48.00 feet;  
Thence South 10°20'00" East 105.00 feet;  
Thence South 79°40'00" West 5.25 feet;  
Thence South 10°20'00" East 49.12 feet;

DEBTOR: BEHRINGER HARVARD LAKE TAHOE, LLC

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Thence South 19°40'00" West 105.12 feet;  
Thence North 70°20'00" West 16.58 feet;  
Thence South 19°40'00" West 49.50 feet;  
Thence North 70°20'00" West 36.50 feet;  
Thence South 19°40'00" West 6.69 feet;  
Thence North 70°20'00" West 25.33 feet;  
Thence North 19°40'00" East 6.69 feet;  
Thence North 70°20'00" West 26.17 feet to the Point of Beginning.

Together with a portion of the Common Area of Tahoe Village Unit No. 1 and being more particularly described as follows:

Beginning at an angle point on the East line of Adjusted APN 1319-30-516-037 as shown on the Record of Survey Supporting a Boundary Line Adjustment for Millan Nevada, Inc., Document No. 0568319 of the Douglas County Recorder's Office, said point bears S. 48°38'31" W. 1835.38 feet from the Northeast corner of said Section 30;

Thence S. 19°40'00" W. 43.25 feet;  
Thence N. 70°20'00" W. 16.58 feet to point on said East line of Adjusted APN 1319-30-516-037;  
Thence N. 19°40'00" E. along said East line, 43.25 feet;  
Thence S. 70°20'00" E., continuing along said East line, 16.58 feet to the Point of Beginning.

**PARCEL 3:**

An easement for ingress, egress, use and enjoyment within the Common Areas of Tahoe Village Units No. 1, 2 and 3 as established by the Declaration of Covenants, Conditions and Restrictions recorded July 26, 1989 in Book 0789, Page 3011 as Document No. 207446, Official Records of Douglas County, State of Nevada.