



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Tom Powell (Loan No. 080004)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Tom Powell
 Equity Lending Partners, LLC
 401 Court Street, Ste. A
 Reno, NV 89501**

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
TAHOE TWO LIMITED PARTNERSHIP

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2642 UNICORNIO STREET CARLSBAD CA 92009 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LP Nevada E0943562006-6 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
SALAMEH FAMILY TRUST

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2642 UNICORNIO STREET CARLSBAD CA 92009 USA

2d. SEE INSTRUCTIONS 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
Equity Lending Partners, LLC

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
401 Court Street, Ste. A Reno NV 89501 USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral consists of all real and personal property described in Exhibit "A" attached hereto, owned by either debtor, a portion of which may be located on the real property described in Exhibit "B" attached hereto and incorporated herein by reference.

08913

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. The FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Acknowledgment (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
NEVADA Secretary of State

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 TAHOE TWO LIMITED PARTNERSHIP		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 SALAMEH INVESTMENTS LLC					
OR	11b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS 2632 UNICORNIO STREET		CITY CARLSBAD	STATE CA	POSTAL CODE 92009	COUNTRY USA
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION LLC	11f. JURISDICTION OF ORGANIZATION CALIFORNIA	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.

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



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9a. ORGANIZATION'S NAME		
TAHOE TWO LIMITED PARTNERSHIP		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

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11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
	DALBY		STEVEN
			MIDDLE NAME
			SUFFIX
11c. MAILING ADDRESS		CITY	STATE
311 W THIRD STREET		CARSON CITY	NV
		POSTAL CODE	COUNTRY
		89703	USA
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. 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:

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9a. ORGANIZATION'S NAME		
OR TAHOE TWO LIMITED PARTNERSHIP		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 MMRE ENTERPRISES LLC			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
311 W THIRD STREET		CARSON CITY	NV 89703 USA
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
	LLC	NEVADA	11g. ORGANIZATIONAL ID #, if any
			LLC11189-2004 <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

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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"

(a) All articles of personal property now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a "fixture" under applicable law (each a "Fixture," collectively "Fixtures"); together with

(b) All existing and future appurtenances, privileges, rights, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, and any other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights, including, but not limited to, any beneficial interest in water rights whether or not appurtenant, all water and sewer will serve commitments from utilities and rights to water and sewer will serve commitments of utilities, if any, and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(c) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, concessions, and other agreements of any kind relating to the use or occupancy of all or any portion of the Property, whether now in effect or entered into in the future (each a "Lease," collectively, the "Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, all amendments, extensions, renewals, or modifications thereof (subject to Beneficiary's right to approve same pursuant to the terms of the Loan Documents), and any and all guaranties of, and security for, lessees' performance under any and all Leases, and all other agreements relating to or made in connection with any of such Leases; together with

(d) All rents (and payments in lieu of rents), royalties, issues, profits, income, proceeds, payments, and revenues of or from the Property, and/or at any time payable under any and all Leases, including all prepaid rents and any and all security deposits received or to be received by Trustor pursuant to any and all Leases, and all rights and benefits accrued, or to accrue to, Trustor under any and all Leases (some or all collectively, as the context may require, "Rents"); together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; together with

(f) All rights to the name, signs, and trade names used to operate the Land and Improvements; together with

(g) All goods, materials, supplies, chattels, furniture, fixtures, machinery, apparatus, fittings, equipment, and articles of personal property of every kind and nature whatsoever, including consumable goods, now or hereafter located in or upon the Property or any part thereof, or to be attached to or placed in or on, or used or useable in connection with any present or future use, enjoyment, occupancy or operation of all or any part of the Land and



Improvements, whether stored on the Land or elsewhere, including by way of description but without limiting the generality of the foregoing, all pumps or pumping plants, tanks, motors, conduits, engines, pipes, ditches and flumes, and also all gas and electrical apparatus (including, but not limited to, all electrical transformers, switches, switch boxes, and equipment boxes), cooking, heating, cooling, air conditioning, lighting, power equipment, refrigeration and plumbing apparatus, fixtures and equipment, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ovens, ranges, disposals, dishwashers, carpeting, plants and shrubbery, ground maintenance equipment, ducts and compressors; TOGETHER WITH ALL BUILDING MATERIALS, GOODS AND PERSONAL PROPERTY ON OR OFF THE PROPERTY INTENDED TO BE AFFIXED TO OR INCORPORATED IN THE PROPERTY, BUT WHICH ARE NOT YET AFFIXED TO OR INCORPORATED IN THE PROPERTY, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(h) ALL BUILDING MATERIALS, EQUIPMENT, WORK IN PROCESS OR OTHER PERSONAL PROPERTY OF ANY KIND, WHETHER STORED ON THE LAND OR ELSEWHERE, WHICH HAVE BEEN OR LATER WILL BE ACQUIRED FOR THE PURPOSE OF BEING DELIVERED TO, INCORPORATED INTO OR INSTALLED IN OR ABOUT THE LAND OR IMPROVEMENTS; TOGETHER WITH

(i) All deposit accounts of Trustor, held for the benefit of Trustor;

(j) To the extent not expressly prohibited by law, all federal, state, and local tax credits, and other tax benefits related to the Property, provided, however, that such tax credits and other tax benefits shall be held in the name of Trustor, and shall not be transferred to Trustee or Beneficiary until Trustee or Beneficiary acquires title to the Property by foreclosure or deed-in-lieu of foreclosure; together with

(k) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds of real property and personal property taxes and other refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, credits for infrastructure payments, including, but not limited to, regional road improvement fees, park fees, drainage district assessments or infrastructure oversizing credits or front end loading agreements, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(l) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and



their proceeds for any damage or injury to, or defect in, the Land, the Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, misrepresentation, or concealment of a material fact; together with

(m) All books and records pertaining to any and all of the property described above, including records relating to tenants under any leases, and the qualification of such tenants, and all certificates, vouchers, and other documents in any way related thereto, and all records relating to the application and allocation of any federal, state, and local tax credits or benefits, including computer-readable memory and any computer hardware or software necessary to access and process such memory (the "Books and Records"); together with

(n) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above, including all proceeds of any voluntary or involuntary disposition or claim respecting any such property (arising out of any judgment, condemnation or award, or otherwise arising) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or its proceeds.

* * * *



EXHIBIT "B"

All that portion of Lot 8, Block B, as shown on the Map of Lincoln Park, filed for record on September 7, 1921, as Document No. 305; more particularly described as follows:

Beginning at the Southwest corner of said Lot 8, Block "B";
Thence North 26°12'41" East 50.09 feet;
Thence South 67°13'20" East 73.70 feet;
Thence South 25°31'33" West 50.06 feet;
Thence North 67°13'20" West 74.30 feet; to the point of beginning.

The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed, recorded November 6, 2007, in Book 1107, Page 1691, as Document No. 712646, Official Records, Douglas County, Nevada.

APN: 1418-34-110-059

Order Number: 165706-COM



BK-308
PG-3167

EXHIBIT "B"
continued

All that portion of Lots 8 & 9, Block "B", as shown on the Map of Lincoln Park, filed for record on September 7, 1921, as Document No. 305; and a portion of Section 34, T. 14 N., R. 18 E., M.D.M., more particularly described as follows:

Beginning at a point which bears North 67°13'20" West 23.70 feet from the Southeast corner of said Lot 8;

Thence North 25°31'33" East 50.06 feet;

Thence South 67°13'20" East 61.40 feet to a point on the Westerly line of U.S. Highway 50 as described in that certain Deed filed for record in Book 1002, Page 00548, as Document No. 0553589;

Thence along said Westerly line South 04°38'29" West 16.99 feet;

Thence along a tangent curve to the right with a radius of 651.10 feet, a central angle of 03°06'29" and an arc length of 35.32 feet;

Thence North 67°13'20" West 79.17 feet to the Point of Beginning.

The above metes and bounds description previously appeared in that certain Grant, Bargain, Sale Deed recorded November 6, 2007, in Book 1007, Page 1694, as Document No. 712647, Official Records, Douglas County, Nevada.

APN: 1418-34-110-060

Order Number: 165772-COM



BK-308
PG-3168