

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company  
801 ADLAI STEVENSON DRIVE  
Springfield, IL 62703

County Filings  
640263-22

Douglas County - NV  
Werner Christen - Recorder  
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BK-0708 PG- 3154 RPTT: # 0



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
0700192 Date: 05/01/2007 B: 0507 P: 261

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME  
PRINCIPAL COMMERCIAL FUNDING II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS  
801 GRAND AVE  
CITY: DES MOINES STATE: IA POSTAL CODE: 50392 COUNTRY: USA

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.  
SEE ATTACHED EXHIBIT A

Debtor: Clear Creek Plaza, LLC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
U.S. BANK NATIONAL ASSOCIATION

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA 755814  
NV-Douglas County

CLEAR CREEK PLAZA, LLC, a Nevada limited liability company

UCC EXHIBIT A  
755814

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

PARCEL 1:

A parcel of land located within the West one-half of Government Lot 2 of Section 6 and within Government Lots 7 and 14, westerly U.S. Highway 395 of Section 6, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the North one-sixteenth corner (CC N1/16) of said Section 6, a found 5/8" rebar with aluminum cap PLS 3519, shown as the Southwest corner of 13-210-04 on the Amended Record of Survey for Douglas County #32 recorded July 11, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 495561; thence along the westerly line of said West one-half of Government Lot 2, North 00°15'54" East, 833.43 feet to the point of beginning; thence continuing along said westerly line, North 00°15'54" East, 82.34 feet; thence North 78°12'09" East, 1,348.97 feet; thence along the easterly line of said West one-half of Government Lot 2, South 00°21'09" West, 186.13 feet; thence along the northerly line of said Government Lot 7, North 89°35'11" East, 329.99 feet to the Northeast corner of said Government Lot 7; thence along the East line of said Government Lot 7, South 00°19'55" West, 15.71 feet to a point on the westerly right-of-way of U.S. Highway 395; thence along said westerly right-of-way, South 07°48'25" West, 358.78 feet; thence North 89°44'06" West, 268.76 feet; thence along the arc of a curve to the left having a radius of 24.50 feet, central angle of 90°00'00", and an arc length of 38.48 feet; thence non-tangent to the preceding course, North 00°15'54" East, 170.04 feet; thence along the arc of a curve to the left having a radius of 55.50 feet, central angle of 90°00'00", and arc length of 87.18 feet; thence North 89°44'06" West, 620.50 feet; thence North 00°15'54" East, 8.33 feet; thence North 89°44'06" West, 340.00 feet; thence South 00°15'54" West, 18.50 feet; thence along the arc of a curve to the right having a radius of 1.50 feet, central angle of 90°00'00" and arc length of 2.36 feet; thence North 89°44'06" West, 291.00 feet to the point of beginning.

PARCEL 2:

A 40' roadway easement as set forth in deeds recorded as Document Numbers 2457, in Book 876, page 640, on August 13, 1976 and 132063, in Book 386, page 1063, on March 12, 1986, Official Records of Douglas County, state of Nevada.

Together with all rights for cross access and parking as set forth in that certain "Easements with Covenants and Restrictions Affecting Said Land ("ECR"), recorded on February 21, 2001, in Book 201, page 2028, as Document Number 508581.

Excepting therefrom any portion of the above easements located within Parcel 1 above.

EC\jps\755814\Exhibit A  
4/25/07



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UCC EXHIBIT B

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ALL OF DEBTOR'S INTEREST AS LESSOR IN AND TO ALL LEASES RELATING TO THE REAL ESTATE, AS MORE FULLY DESCRIBED IN EXHIBIT A OF THIS FINANCING STATEMENT, AND ALL OTHER LEASES, TENANCIES, RENTAL ARRANGEMENTS, SUBLEASES, AND GUARANTIES OF PERFORMANCE OR OBLIGATIONS OF ANY PARTY THEREUNDER (INCLUDING ANY LETTER OF CREDIT RIGHTS) RELATING TO SAID REAL ESTATE OR ANY PART THEREOF, HERETOFORE OR HEREAFTER MADE AND ENTERED INTO BY DEBTOR (INCLUDING ALL AMENDMENTS, EXTENSIONS, AND RENEWALS THEREOF) AND ALL RENTS, ISSUES, PROCEEDS (INCLUDING, BUT NOT LIMITED TO, ANY PROCEEDS DERIVED FROM THE REDEMPTION OF ANY LETTER OF CREDIT), PROFITS, INCOME, AND PAYMENTS, REGARDLESS OF TYPE OR SOURCE, ACCRUING OR TO ACCRUE OR DERIVED FROM, OR RELATING TO, THE REAL ESTATE (WHICH ARE PLEDGED PRIMARILY AND ON A PARITY WITH THE REAL ESTATE AND NOT SECONDARILY);

ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN ANY AND ALL BUILDINGS AND IMPROVEMENTS OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER ERECTED OR PLACED ON THE SAID REAL ESTATE AND ALL MATERIALS INTENDED FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS OF SUCH BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED THEREON, ALL OF WHICH MATERIALS SHALL BE DEEMED TO BE INCLUDED WITHIN THE REAL ESTATE IMMEDIATELY UPON THE DELIVERY THEREOF TO THE REAL ESTATE, AND ALL MACHINERY, MOTORS, ELEVATORS, FITTINGS, RADIATORS, AWNINGS, SHADES, SCREENS, AND ALL PLUMBING, HEATING, LIGHTING, VENTILATING, REFRIGERATING, INCINERATING, AIR CONDITIONING AND SPRINKLER EQUIPMENT AND FIXTURES AND APPURTENANCES THERETO; AND ALL ITEMS OF FURNITURE, FURNISHINGS, EQUIPMENT AND PERSONAL PROPERTY OWNED BY DEBTOR USED OR USEFUL IN THE OPERATION OF THE REAL ESTATE, BUILDINGS AND/OR IMPROVEMENTS, OR OTHERWISE RELATED TO THE REAL ESTATE; AND ALL RENEWALS OR REPLACEMENTS THEREOF OR ARTICLES IN SUBSTITUTION THEREFORE, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO SAID BUILDINGS OR IMPROVEMENTS IN ANY MANNER;

ALL RIGHT TITLE AND INTEREST OF DEBTOR IN ALL SINGULAR THE TENEMENTS, HEREDITAMENTS, EASEMENTS, APPURTENANCES, PASSAGES, WATERS, WATER COURSES, RIPARIAN RIGHTS, DIRECT FLOW, DITCH, RESERVOIR, WELL AND OTHER WATER RIGHTS, WHETHER OR NOT ADJUDICATED, WHETHER TRIBUTARY OR NONTRIBUTARY AND WHETHER EVIDENCED BY DEED, WATER STOCK, PERMIT, OR OTHERWISE, SEWER RIGHTS, RIGHTS IN TRADE NAMES, LICENSES, PERMITS AND CONTRACTS, AND ALL OTHER RIGHTS, LIBERTIES AND PRIVILEGES OF ANY KIND OR CHARACTER IN ANY WAY NOW OR HEREAFTER



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APPERTAINING TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO HOMESTEAD AND ANY OTHER CLAIM AT LAW OR IN EQUITY AS WELL AS ANY AFTER-ACQUIRED TITLE, FRANCHISE, OR LICENSE AND THE REVERSION AND REVERSIONS AND REMAINDER AND REMAINDERS THEREOF;

THE RIGHT OF DEBTOR IN AND TO THE NAME BY WHICH THE BUILDINGS AND ALL OTHER IMPROVEMENTS SITUATED ON THE REAL ESTATE ARE COMMONLY KNOWN AND THE RIGHT TO MANAGE AND OPERATE THE SAID BUILDINGS UNDER ANY SUCH NAME AND VARIANTS THEREOF;

ALL FUNDS NOW OR HEREAFTER HELD BY SECURED PARTY UNDER ANY PROPERTY RESERVE AGREEMENT (INCLUDING ANY PROCEEDS DERIVED FROM ANY LETTER OF CREDIT) OR ESCROW SECURITY AGREEMENT OR UNDER ANY OF THE TERMS OF THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN OR UNDER ANY OF THE OTHER DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION SECURED BY THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN, INCLUDING, BUT NOT LIMITED TO, ANY LOAN AGREEMENT;

ALL OF DEBTOR'S PAYMENT INTANGIBLES, LETTER OF CREDIT RIGHTS, INTEREST RATE CAP AGREEMENTS, TENANT IN COMMON AGREEMENT RIGHTS, AND ANY OTHER CONTRACT RIGHTS OF BORROWER RELATED IN ANY MANNER TO THE OWNERSHIP, OPERATION, OR MANAGEMENT OF THE REAL ESTATE, OR THE BUILDINGS OR IMPROVEMENTS NOW OR HEREAFTER ERECTED OR PLACED ON THE SAID REAL ESTATE, AS WELL AS ANY AND ALL SUPPORTING OBLIGATIONS, AND ALL PROCEEDS, RENEWALS, REPLACEMENTS, AND SUBSTITUTIONS THEREFORE;

ALL FUNDS, ACCOUNTS AND PROCEEDS THEREOF IN ANY WAY RELATING TO THE REAL ESTATE WHETHER OR NOT SUCH FUNDS, ACCOUNTS OR PROCEED ARE HELD BY LENDER UNDER THE TERMS OF ANY OF THE OTHER DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION SECURED BY THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN, INCLUDING, BUT NOT LIMITED TO BANKRUPTCY CLAIMS OF DEBTOR AGAINST ANY TENANT RELATED IN ANY WAY TO THE REAL ESTATE AND ANY PROCEEDS THEREOF; PROCEEDS OF ANY RENTS; INSURANCE PROCEEDS FROM ALL INSURANCE POLICIES REQUIRED TO BE MAINTAINED UNDER ANY OF THE OTHER DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION SECURED BY THE SECURITY AGREEMENT PURSUANT TO WHICH THIS FINANCING STATEMENT IS GIVEN AND ALL AWARDS, DECREES, PROCEEDS, SETTLEMENTS OR CLAIMS FOR DAMAGE NOW OR HEREAFTER MADE TO OR FOR THE BENEFIT OF DEBTOR BY



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REASON OF ANY DAMAGE TO, DESTRUCTION OF OR TAKING OF ANY OF THE REAL ESTATE, BUILDINGS, AND/OR IMPROVEMENTS OR ANY PART THEREOF, WHETHER THE SAME SHALL BE MADE BY REASON OF THE EXERCISE OF THE RIGHT OF EMINENT DOMAIN OR BY CONDEMNATION OR OTHERWISE;

ALL OF THE AFORESAID PROPERTY, RIGHTS, AND PROCEEDS (INCLUDING ANY PROCEEDS OF REAL PROPERTY WHICH MAY BECOME PERSONAL PROPERTY) OWNED BY DEBTOR AND PLACED BY IT ON THE REAL ESTATE OR USED IN CONNECTION WITH THE OPERATION OR MAINTENANCE OF THE REAL ESTATE, BUILDINGS OR IMPROVEMENTS WHICH DOES NOT CONSTITUTE A "FIXTURE" AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE; AND

ALL FIXTURES AND PROCEEDS THEREOF RELATED TO THE REAL ESTATE, BUILDINGS OR IMPROVEMENTS.

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