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Attn: Anne]			\	\
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3 SECURED PARTY'S		TOTAL ASSIGNEE of ASSIGNOR	S/P) - insert only <u>one</u> secured pa	rty name (3a or 3b)		NONE
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OR 36 INDIVIDUAL'S LAS	36 INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDL	E NAME	SUFFIX
3c MAILING ADDRESS 201 North Civic I	Orive, Suite 3600		Walnut Creek	STATE CA	POSTAL CODE 94596	COUNTRY USA
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This FINANCING STATE ESTATE RECORDS	TEMENT is to be filed Attach Addendu	[for record] (or recorded) in the REAL in [if applicable]	7 Check to REQUEST SEARCH [ADDITIONAL FEE]	H REPORT(S) on Debto optionalj	r(s) All Debtors	Deblor 1 Debtor 2

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8 OPTIONAL FILER REFERENCE DATA

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UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY			Λ		
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING ST			()		
9a ORGANIZATION'S NAME THE LAKE TAHOE PRESBYTERI COMMISSION, INC.	AN CONFERENCE			\ \	
96 INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX			\ '	\
10. MISCELLANEOUS:			_		
		L.		IS FOR FILING OFF	ICE USE ONLY
11 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 11a ORGANIZATION'S NAME	name (11a or 11b) - do not abbrev	riate or combine name	s		
OR 11b INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE	NAME	SUFFIX
11c MAILING ADDRESS	CITY 144 HUDISDICTION OF ORGAN		STATE	POSTAL CODE	COUNTRY
ORGANIZATION DEBTOR	11f JURISDICTION OF ORGA		11a ORG	SANIZATIONAL ID# if	anv NO
12a ORGANIZATION'S NAME	S NAME - insert only <u>one</u> name	(12a or 12b)			
DR 12b INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE)	SUFFIX
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13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing fixture filing as-extracted collateral, or is filed as a fixture filing fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing as-extracted collateral, or is filed as a fixture filing	16 Additional collateral descri	ption:			
See legal description of property set forth on Exhibit "A" hereto.					
 Name and address of a RECORD OWNER of above-described real estate 					
(if Deblor does not have a record interest):					
	17. Check only if applicable ar Debtor is a Trust or 18. Check only if applicable an	Frustee acting with res	spect to pr	operty held in trust or	Decedent's Esta
	Debtor is a TRANSMITTING Filed in connection with a l	3 UTILITY Manufactured-Home T		•	

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY AND COLLATERAL [DOUGLAS COUNTY, NEVADA]

Exhibit "A" to Form UCC-1 Financing Statement executed by THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC., a California non-profit corporation ("**Debtor**"), in favor of BANK OF THE WEST, a California banking corporation ("**Secured Party**").

The terms used in this Exhibit "A" shall have the same meanings given to them in the Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing, dated as of August 16, 2010, between Debtor and Secured Party (the "Deed of Trust").

1. REAL PROPERTY DESCRIPTION:

The real property referred to in the Deed of Trust and which forms a part of the Collateral is described on <u>Schedule "I"</u> which is attached hereto and incorporated by reference herein.

2. <u>COLLATERAL DESCRIPTION:</u>

The Collateral shall mean and include:

ALL ASSETS OF DEBTOR, INCLUDING BUT NOT LIMITED TO ALL ACCOUNTS, CHATTEL PAPER, CONTRACT RIGHTS, DEPOSIT ACCOUNTS, DOCUMENTS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GENERAL INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, MONEY AND ALL PRESENT AND FUTURE ACCESSIONS, PRODUCTS AND CASH AND NONCASH PROCEEDS THEREOF AND THERETO AS DEFINED IN ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE - SECURED TRANSACTIONS AS ADOPTED IN NEVADA. WHICH ARE EITHER (A) NOW OR AT ANY TIME ACQUIRED, USED OR TO BE USED FOR OR IN CONNECTION WITH THE CONSTRUCTION, USE, SALE, DISPOSITION OR ENJOYMENT OF THE LAND OR IMPROVEMENTS BY DEBTOR, OR (B) NOW OR AT ANY TIME OWNED OR ACQUIRED BY DEBTOR OR IN WHICH DEBTOR NOW OR AT ANY TIME HAS RIGHTS, WHETHER OR NOT ASSOCIATED WITH THE CONSTRUCTION, USE OR ENJOYMENT OF THE LAND OR IMPROVEMENTS, AND IN EACH CASE (A) AND (B), WHETHER IN THE POSSESSION OF DEBTOR, WAREHOUSEMEN, BAILEES OR ANY OTHER PERSON AND WHETHER LOCATED AT THE LAND OR ELSEWHERE, INCLUDING WITHOUT LIMITATION:

(a) <u>Land</u>: All that certain land referred to in said <u>Schedule "I"</u>, together with all right, title and interest which Debtor now has or may hereafter acquire in all

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heretofore or hereafter vacated alleys and streets abutting said land, all strips, gores, all rights of way, licenses, rights of ingress and egress, easements, rights, hereditaments, privileges, appurtenances, rents, royalties, minerals, oil, gas, and other hydrocarbon substances, in, on or under said land, all water, water rights and water stock appurtenant to said land, and all development, use and air rights and entitlements of or pertaining to said land, including any such right, title or interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting said land and/or other land, and all claims, or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same (collectively, the "Land").

(b) <u>Improvements</u>: All present and future structures, buildings, improvements, appurtenances and fixtures of any kind on the Land, including, but not limited to, all apparatus, machinery, equipment and appliances used in connection with the operation or occupancy of the Land, or in any development of the Land, such as heating, ventilation and airconditioning systems, elevators, escalators, pipes, conduits, panels, vaults, boxes, wiring, piping and similar or dissimilar facilities used to provide any air, water, steam, gas, electrical, plumbing, sanitation, drainage, telephone, wire or non-wire telecommunications or informational transmission or other utility services, and all window, wall and floor coverings and decorations, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Deed of Trust, whether or not attached or affixed to the Land (collectively, the "**Improvements**").

(c) <u>Proceeds</u>: All proceeds, including insurance proceeds and claims arising on account of any damage to or taking of the Land or the Improvements, or any portion thereof, or rights pertaining thereto, and all causes of action and recoveries for any loss or diminution in value of the Land or the Improvements.

(d) Fixtures, Equipment and Other Goods: All existing and future goods, merchandise, equipment and other personal property (including, without limitation, any and all fixtures that are now or in the future owned by Debtor and used or owned in connection with the operation or occupancy of the Land or the Improvements and related businesses conducted thereon or in any development of the Property but that are not effectively made real property under clause (b), above), which goods, merchandise, equipment and other personal property shall include, but not be limited to, any and all fixtures, furniture, appliances, machinery, computers, office equipment, goods, inventory, engines, boilers, incinerators, building materials, maintenance equipment, kitchen equipment, appliances, pianos, organs and other musical instruments, audio equipment, recreational equipment, video equipment, books, works of art, audio-visual materials, wall hangings, vestments, machinery, furniture, furnishings, work-in-process, components, parts, materials, supplies, utensils, tools and raw materials, all products thereof, and all substitutions, replacements, additions or accessions therefore and thereto;

(e) <u>General Intangibles and Receivables</u>: All accounts, contract rights, instruments, documents, chattel paper, general intangibles (including, but not

limited to, choses in action (whether at law or in equity, in contract or in tort), tax refunds, and condemnation and insurance proceeds); any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; all guaranties of the foregoing and security therefor; all of the right, title and interest of Debtor in and with respect to the goods, services, or other property that give rise to or that secure any of the foregoing and insurance policies and proceeds relating thereto, and all rights of Debtor as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation, and resale; and all of the foregoing, whether now owned or existing or hereafter created or acquired.

(f) <u>Instruments, Money and Documents</u>: All instruments, documents, securities, cash, property, and the proceeds of any of the foregoing, owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in the possession or control of Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, and any deposit accounts of Debtor with Secured Party, against any of which Secured Party may exercise its rights of set-off.

(g) <u>Investment Property</u>: All investment property, including certificated securities, uncertificated securities, securities accounts, securities entitlements, commodity accounts and commodity contracts, together with all dividends, distributions and payments with respect thereto, all other rights and interests arising therefrom, and all substitutions and replacements therefore.

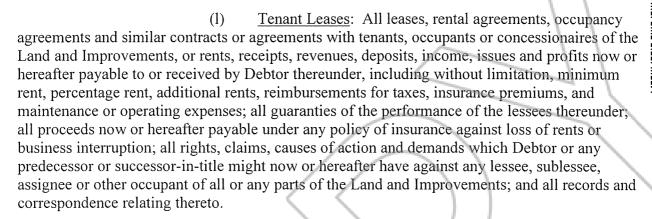
(h) Entitlements and Names: All governmental permits, approvals, licenses, maps or grants of rights or privileges and all trade names, trademarks and service marks under or by which Debtor, Debtor's business or the Land may at any time be operated or known (with the exception of those of the Presbyterian Church (U.S.A.)), all rights to carry on business under any such names or any variant thereof, and all royalties, fees and goodwill associated with any of the foregoing (subject to any franchise or license agreements relating thereto);

(i) <u>Land-Related Memberships and Stock</u>: Whether or not included in clause (f), above, all water stock, shares of stock or other evidence of ownership of any part of the Land or the Improvements that is owned by the Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land or Improvements, and all documents of membership in any membership facility developed on the Land.

(j) <u>Contracts</u>: All bonding, construction, architectural, engineering, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts and subcontracts; all insurance policies; and all licenses and bonds.

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(m) <u>Sales Proceeds</u>: Sales agreements, escrow agreements, deposit receipts and other documents and agreements for the sale or other disposition of all or any part of the real or personal property described herein, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of such real or personal property.

(n) <u>Plans, Studies and Data</u>: All plans, specifications, manuals, computer software, studies, data and drawings pertaining to any or all of the property described in clauses (a) through (m), above, and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings.

(o) <u>Records and Files</u>: All ledger sheets, files, records, documents and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the foregoing collateral in clauses (a) through (n), above, or in this clause (o).

(p) <u>Deposit Accounts</u>: All funds, accounts and amounts held by Secured Party on behalf of Debtor or maintained by Debtor with Secured Party in connection with the development, construction, use and maintenance of the Land and Improvements.

(q) Accounts: All room sales, fees and deposits, guest service fees and income, restaurant income, and other monies, fees, deposits, accounts, accounts receivable, and other sums or rights realized from or pertaining to or arising from operation of the conference center and related businesses or from other operations on the Land or the Improvements, and all bank or other accounts maintained by Debtor in connection with the Property or the conference center and related businesses conducted thereon including, without limitation, all payroll, lock box, replacement reserve, merchant and general and special operating

accounts. As used herein, the term "guest services" includes, but is not limited to, food and beverage sales, meeting and convention services, telephone services, meeting and banquet facilities, laundry and valet services, and other conference center related services. Borrower acknowledges that the inclusion of "room sale, fees and deposits, guest service fees and income, restaurant income" in this clause (q) does not reflect any intention by Debtor or Secured Party, nor shall it create any implication, that said items are to be treated as anything other than rents from the Property which have been absolutely and unconditionally assigned to Secured Party pursuant to the Deed of Trust, as rents, to the fullest extent permitted by law.

Proceeds: All cash or non-cash proceeds, insurance (r) proceeds, replacements, products, substitutions and accessions to or of any and all of the foregoing.

ALL OF THE FOREGOING, items (a) through (r), above, including without limitation the Land, and whether real or personal property, is herein referred to as the "Collateral".



SCHEDULE "I" DESCRIPTION OF REAL PROPERTY

Schedule I to <u>Exhibit "A"</u> to Form UCC-1 Financing Statement Agreement executed by THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC., a California non-profit corporation, ("**Debtor**"), in favor of BANK OF THE WEST, a California banking corporation, ("**Secured Party**").

<u>Real Property Description</u>. The real property, referred to in <u>Exhibit "A"</u> to this UCC-1 Financing Statement and which forms a part of the Collateral, is described as follows:

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

All those portions of the fractional North Half of the Southeast Quarter (N 1/2 SE 1/4), also designated as Lot 1 of the fractional Southeast Quarter of Section 9, Township 13 North, Range 18 East, M.D.B.&M. that are described as follows:

PARCEL 1:

Commencing at the meander post No. 3, at the Northeast corner of Lot 1, thence the along the meander line North 85° West 495.0 feet to the point of beginning; thence along the meander line the following courses and distances: South 75°30' West 336.60 feet; South 4°30' East 290.40 feet; South 39° West 158.40 feet; South 66° West 44.80 feet; South 46° West 303.60 feet; South 68° West 376.20 feet; thence South 5° West a distance of 145.20 feet, more or less, to the South line of the North half of the Southeast corner (N 1/2 SE 1/4) of said Section 9; thence East along the South line of said North Half of the South East corner (N 1/2 SE 1/4) of said Section 9 to a point on the Westerly right of way line of the US Highway No. 50; thence along said Westerly right of way line on a curve to the right the tangent of which bears North 3°39' 52" West and having a radius of 1,540 feet through a central angle of 8°48'52" for an arc distance of 236.91 feet; thence on a curve to the right having a radius 540.00 feet through a central angle of 41°42'42" for an arc distance of 393.12 feet to the most Southerly part of the parcel conveyed to Carl F. Johnson by deed recorded on January 2,1934, in Book T of Deeds at Page 486 Douglas County, Nevada Records; thence along the Southwesterly line of said parcel North 52°15' West a distance of 106.53 feet to a point on the Southerly line of the parcel conveyed to Carl F. Johnson by Deed recorded December 7,1928, in Book S of Deeds at Page 505, Douglas County, Nevada Records; thence along the Southerly and Westerly line of said parcel the following courses and distances, West 64.48 feet and North a distance of 610.8 feet to the point of beginning.

PARCEL 2:

All that land lying between the Northerly and Westerly boundary of the herein above described Parcel 1 and the shore of Lake Tahoe, and being further described as follows:

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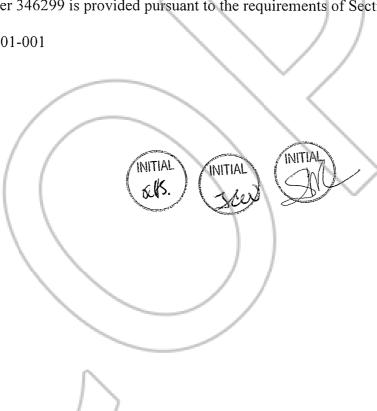
Beginning at the Northeast corner of said Parcel 1; thence along the meander line the following courses and distances; South 75°30' West 336.60 feet; South 4°30' East 290.40 feet; South 39° West 158.40 feet; South 66° West 448.80 feet; South 46° West 303.60 feet; South 68° West 376.20 feet; thence South 5° West a distance of 145.20 feet, more or less, to the South line of the North Half of the Southeast corner (N 1/2 SE 1/4) of said Section 9; thence West along said line to the shore of Lake Tahoe, thence Northeasterly along said shore to a point which bears North from the Northeast corner of said Parcel 1; thence South to the point of beginning.

Also shown on that certain Record of Survey recorded July 9, 1987, as Document No. 157951.

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line whose elevation is 6223 feet, Lake Tahoe datum pursuant to N.R.S. 321.595 and also excepting any artificial accretions to said land, waterward of said land or natural ordinary high water or, if lake level has been artificially lowered, excepting any portion below such elevation as may be established as the boundary by boundary line agreement with the state or by quiet title action in which the state is a party.

Document Number 346299 is provided pursuant to the requirements of Section 1.NRS 111.312

APN: 1318-09-701-001



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Debtor: THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC.

Form UCC-1 Financing Statement executed by THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC., a California non-profit corporation, as Debtor, in favor of BANK OF THE WEST, as Secured Party.

DEBTOR:

THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC., a California non-profit corporation

By:

Roger Sandmeier

Its:

President

By:

Thomas C. Wentz

Its:

Treasurer

SECURED PARTY:

BANK OF THE WEST, a California banking corporation

Ву:

Sheryl Montgomery

Its:

Vice President



Debtou THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC.
STATE OF CALIFORNIA) COUNTY OF LIBRAGES) SS.
On AUCUA DOMO, before me, MANN , Notary Public, personally appeared Thanks (OCH Z , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. M. ROLAND Commission # 1858096 Notary Public - California Los Angeles County My Comm. Expires Aug 13, 2013
(Nevada Notary (Representative Capacity):
STATE OF NEVADA
This instrument was acknowledged before me on figure 18 2010, by reserve as Server of THE LAKE
TAHCE PRESBYTERIAN CONFERENCE COMMISSION, INC., a California non-profit corporation.
CARY JOHNSON Notary Public, State of Nevada Appointment No. 09-9051-5 My Appt. Expires Dec 19, 2012

Debtor: THE LAKE TAHOE PRESBYTERIAN CONFERENCE COMMISSION, INC.

STATE OF CALIFORNIA)	
)	SS
COUNTY OF CONTRA COSTA)	

On August 16, 2010, before me, Annette M. Connell, Notary Public, personally appeared Sheryl Montgomery , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNETTE M. CONNELL

Commission # 1834553 Notary Public - California **Contra Costa County** My Comm. Expires Feb 2, 2013