

OFFICIAL RECORD

Requested By:
Stewart Title - Carson
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 10 Fee: \$92.00
BK-511 PG-3987 RPTT: 0.00



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY 1000783DR

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GREENBERG TRAUIG, LLP
445 HAMILTON AVENUE, 9TH FLOOR
WHITE PLAINS, NEW YORK 10601
ATTENTION: RANDY ECKERS, 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

OR 1b. INDIVIDUAL'S LAST NAME **HOROWITZ** FIRST NAME **JOEL** MIDDLE NAME **J.** SUFFIX

1c. MAILING ADDRESS CITY **Zephyr Cove** STATE **NV** POSTAL CODE **89448** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any 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

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

2c. MAILING ADDRESS CITY **Zephyr Cove** STATE **NV** POSTAL CODE **89448** 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 **GOLDMAN SACHS BANK USA**

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

3c. MAILING ADDRESS CITY **New York** STATE **NY** POSTAL CODE **10282** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made a part hereof.

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 **GT File #: 044552.019500 (File in: 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		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
	HOROWITZ	JOEL
		MIDDLE NAME, SUFFIX
		J.

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
11d. TAXID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	11 e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> 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:

525 US Highway 50
Zephyr Cove, Nevada 89448

County: Douglas

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Same as above.

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



SCHEDULE A

DEBTOR: JOEL J. HOROWITZ ANN HOROWITZ 525 US Highway 50 Zephyr Cove, Nevada 89448	SECURED PARTY: GOLDMAN SACHS BANK USA 200 West Street New York, NY 10282
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The Collateral shall consist of the personal property of Debtor described as follows:

(a) Premises. The real property described in Exhibit A attached hereto and made a part hereof (the “**Premises**” or “**Land**”);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Premises and the development of the Premises that may, from time to time, by supplemental security instrument or otherwise be expressly made subject to the Lien of this Security Instrument;

(c) Improvements. All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Premises, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the real property described above, it being intended by the parties that all such items shall be conclusively considered to be a part of the Premises, whether or not attached or affixed to the Premises (the “**Improvements**”); together with all mineral, oil and gas and other hydrocarbon substances in, on or under the Premises;

(d) After Acquired Property. All property acquired by Debtor after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the Lien and/or the security interest created hereby, shall immediately upon the acquisition thereof by Debtor and without any further mortgage, conveyance or assignment become subject to the Lien and security interest created by this Security Instrument;

(e) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights and credits, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto; and all interest or estate which Debtor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing;



(f) Fixtures and Personal Property. All goods, furnishings, work in progress, machinery, equipment, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and used in connection with the present or future operation of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or used in connection with the present or future operation of the Premises and the Improvements, but specifically excluding all furniture, artwork, personal belongings, and other personal property not directly used in the operation of the Premises (collectively, the **"Personal Property"**), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Premises is located (the **"Uniform Commercial Code"** or the **"UCC"**), superior in lien to the Lien of this Security Instrument and all proceeds and products of the above;

(g) Leases and Rents. All current and future leases, rental agreements, occupancy agreements and other agreements of whatever form now or hereafter affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, all or any part of the Premises or the Improvements, including any guaranties, extensions, renewals, replacements or modifications thereof, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq. (the **"Bankruptcy Code"**), as the same may be amended from time to time (the **"Leases"**) and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, fees, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources (including any warrants, stock options or other rights granted to guarantor, any Principal or their Affiliates in connection with any Lease) arising from or attributable to the Premises and the Improvements, together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including all guarantees, letters of credit and any other credit support given by any guarantor in connection therewith, cash or securities deposited under the Leases to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the **"Rents"**) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Premises;



(i) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Premises, including the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Premises and/or the Improvements;

(j) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Premises and/or Improvements as a result of tax certiorari or any applications or proceedings for reduction;

(k) Rights. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party or Trustee in the Premises and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Premises;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Premises and/or Improvements and any part thereof and any Improvements or respecting any business or activity conducted on the Premises and/or Improvements and any part thereof and all agreements with management agents, leasing agents, sales agents, service and maintenance agents, contractors and other third parties, whether now existing or hereafter arising, relating to the management, operation, leasing, sale, maintenance or repair of the Premises and/or Improvements, including equipment leases, personal property leases, purchase and sale agreements, together with any amendments or modifications thereto and any replacements thereof executed during the term of the Loan; any and all contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Premises and/or Improvements) relating to the Premises and/or Improvements; and any and all warranties and guaranties relating to the Premises and/or Improvements or any fixtures, equipment or personal property owned by Debtor and located on and/or used in connection with the Premises and/or Improvements now existing or hereafter arising; any and all plans, permits, licenses, certificates of use and occupancy (or their equivalent), trade names, insurance policies, applications and approvals issued by any Governmental Authority or agency relating to the construction, ownership, operation and/or use of the Premises and/or Improvements, whether now existing or hereafter arising; and any and all rights, powers, privileges, claims, remedies and causes of action of every kind which Debtor now has or may in the future have with respect to or by reason of its interest in the contracts or any other items referenced above, and all right, title and interest of Debtor therein and thereunder, including the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder.

(m) Service Rights. Any agreements, contracts, rights, licenses or other interests of any type (collectively, the "**Service Rights**") (whether exclusive or non-exclusive) granted or given to any Person to provide any products or services to or for or with respect to the Premises, any Tenant or any occupants of the Premises, including any of the same related to telecommunications, internet products or services, including, but not limited to, personal computer hardware and software, internet hardware and software, internet access services, printers, video display systems, audio sound systems and communication telephonic devices, as



well as related and complementary products and services and any substitutes for, and items that are a technological evolution of, any of the foregoing products.

(n) Intangibles. All plans, specifications, designs, drawings, permits, consents, licenses, all rights, interest and privileges that now or hereafter relate to, are derived from or are used in connection with the Premises, the Improvements or the Personal Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, including without limitation, any rights which Debtor or Debtor's Affiliates now or may hereafter have as developer or declarant under any covenants, conditions, restrictions or declarations now or hereafter relating to the Premises or the Improvements; and all approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Premises and/or Improvements), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Premises, the Improvements or the Personal Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles");

(o) Options. All options held by Debtor to purchase and rights of first refusal to purchase or acquire a fee estate, easement interest or other real property right to land, both vacant and improved, adjoining the Premises now or hereafter in effect;

(p) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including proceeds of insurance and condemnation awards, into cash or liquidation claims;

(q) Other Rights. All proceeds of insurance and condemnation awards, cash or liquidation claims; and any other rights to the payment of money directly related to the Property; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any Governmental Authority with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof (including, but not limited to all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction of taxes); the right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party or Trustee in the Property and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property; together with any proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing; together with all books, records and files relating to any of the foregoing; and

(r) Proceeds. All proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.



As to all of the above described Property which is or which hereafter becomes a “fixture” under applicable law, this Security Instrument constitutes a fixture filing under the UCC, as amended or recodified from time to time.

COOPER



EXHIBIT A

PARCEL 1:

All that portion of Sections 10 and 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the Center South 1/16 corner of said Section 10;
 thence South 89°52'13" East, 2,635.60 feet;
 thence South 00°09'02" East, 1,309.02 feet to the Northeast corner of said Section 15;
 thence South 00°14'30" West 1,622.20 feet;
 thence North 82°46'34" West 119.25 feet;
 thence North 82°45'20" West 175.45 feet;
 thence South 87°01'17" West 225.68 feet;
 thence North 60°39'33" West 200.01 feet;
 thence North 64°09'33" West 157.50 feet;
 thence North 57°35'02" West 607.81 feet;
 thence North 32°53'05" West 246.60 feet;
 thence North 58°43'49" East 434.04 feet;
 thence North 18°45'36" West 182.04 feet;
 thence North 88°59'59" West 215.00 feet;
 thence South 62°59'58" West 80.00 feet;
 thence South 00°00'00" West 40.00 feet;
 thence South 63°00'00" West 550.00 feet;
 thence South 39°59'15" East 349.90 feet;
 thence South 35°43'07" West 224.82 feet;
 thence South 56°00'13" West 225.84 feet;
 thence South 33°53'29" West 92.94 feet;
 thence North 81°51'03" West 318.84 feet;
 thence South 62°53'00" West 423.53 feet;
 thence South 02°42'37" East 345.76 feet;
 thence North 29°19'53" West 315.10 feet;
 thence South 24°38'40" West 634.73 feet;
 thence South 74°45'04" West 141.01 feet;
 thence South 01°50'02" West 23.40 feet;
 thence South 56°17'55" West 24.53 feet;
 thence South 04°33'35" East 5.89 feet;
 thence South 85°26'25" West 126.88 feet;
 thence South 09°14'12" West 172.82 feet;
 thence South 85°25'00" West 332.24 feet;
 thence along a curve concave to the right with a radius of 1,160.00 feet, a central angle of 16°33'38", and an arc length of 335.28 feet.
 thence North 20°02'48" East 429.84 feet;
 thence along a concave curve to the left with a radius of 1,040.00 feet, a central angle of 72°06'12", and an arc length of 1,308.78 feet;
 thence North 51°56'47" West 446.87 feet;
 thence North 38°03'13" East 416.12 feet;
 thence North 00°07'53" East 60.00 feet;
 thence South 89°52'07" East 1,416.87 feet;
 thence North 00°14'07" West 1,305.72 feet to the Point of Beginning.

Except Therefrom: that certain parcel of land as described in Book 82, Page 249, as Document No 50670 in the Official Douglas County Records, and that portion of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:



Beginning at the most Westerly corner of that certain parcel of land as described in deed recorded on December 21, 1970, in Book 82, Page 249;
 thence South 44°39'36" East 7.79 feet to the True Point of Beginning;
 thence South 85°23'00" West 138.38 feet;
 thence South 65°23'30" West 56.02 feet;
 thence North 69°36'30" West 41.72 feet;
 thence North 24°36'30" West 76.50 feet;
 thence North 65°23'30" East 106.00 feet;
 thence South 24°36'30" East 100.68 feet;
 thence North 85°23'00" East 123.13 feet;
 thence North 45°20'24" East 105.62 feet;
 thence South 44°39'36" East 115.00 feet;
 thence South 45°20'24" West 115.00 feet;
 thence North 44°39'36" West 107.21 feet to the True Point of Beginning

The Basis of Bearing for this description is that certain Record of Survey filed for record as Document No. 414274.

Excepting Therefrom; all that certain parcel of land as described in Book 301, of Official Records, Page 8144, as Document No. 0511391, more particularly described as follows to wit;

All that portion of the Northeast 1/4 of the Northeast ¼ of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Commencing at the most Westerly corner of that certain parcel of land as described in deed recorded on December 21, 1970, in Book 82, Page 249;

thence South 44°39'36" East 7.79 feet to the Point of Beginning;
 thence South 85°23'00" West 138.38 feet;
 thence South 65°23'30" West 56.02 feet;
 thence North 69°36'30" West 41.72 feet;
 thence North 24°36'30" West 76.50 feet;
 thence North 65°23'30" East 106.00 feet;
 thence South 24°36'30" East 100.68 feet;
 thence North 85°23'00" East 123.13 feet;
 thence South 45°20'24" West 9.38 feet;
 thence South 44°39'36" East 7.79 feet to the Point of Beginning.

Further Excepting Therefrom: all that certain parcel of land as described in Book 0401 of Official Records, Page 4948, as Document No. 0512647, more particularly described as follows, to wit;

All that portion of the Northeast 1/4 of the Northeast ¼ of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Beginning at the most Easterly corner of Lot 30, Round Hill Village No. 4, filed for record as Document No. 31837;

thence North 64°09'33" West 157.50 feet;
 thence North 57°35'02" West 254.56 feet;
 thence North 30°45'56" East 94.08 feet;
 thence North 80°36'30" West 228.20 feet;
 thence North 63°53'30" East 160.16 feet;
 thence South 26°03'30" East 63.42 feet;
 thence North 55°53'19" East 24.32 feet;
 thence North 07°18'14" West 57.85 feet;
 thence North 85°23'00" East 117.62 feet to a point on the Southwesterly boundary of APN 05-220-04, as described in Book 82, Page 249, Official Records;
 thence along the boundary of said parcel South 44°39'36" East 107.21 feet;



thence South 16°02'41" East 160.85 feet;
thence South 26°40'58" West 231.39 feet;
thence South 87°01'17" West 60.00 feet;
thence North 60°39'33" West 200.01 feet to the Point of Beginning.

APN 1318-10-000-007

Reference is made to Record of Survey, recorded April 19, 2001, in Book 0401, Page 4951, Document No. 512648.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 30, 2001, BOOK 0301, PAGE 8148, AS FILE NO. 0511393, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

A perpetual, non-exclusive easement for public utilities, by grant recorded October 16, 1998, in Book 1098, Page 3174, Document No. 451892.

PARCEL 3

A 20' Utility Easement as granted in Document recorded December 3, 1996 in Book 1296, Page 411, Document No. 402203.