



KAREN ELLISON, RECORDER

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 17116 - BANK OF THE	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	47774188 NVNV FIXTURE

File with: Douglas, NV

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
doc 740430 3/30/2009 CC NV Douglas

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME LAKESIDE INN, INC.				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Bank of the West				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: LAKESIDE INN, INC.
47774188 00070 LAKESIDE INN, INC.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
doc 740430 3/30/2009 CC NV Douglas

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME Bank of the West	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME LAKESIDE INN, INC.			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
LAKESIDE INN, INC. - HWY 50 PO BOX 5640 , STATELINE, NV 89449

Secured Party Name and Address:
Bank of the West - 1977 Saturn Street , Monterey Park, CA 91755

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

17. Description of real estate:
See Exhibit "A" and "B" attached hereto

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

18. MISCELLANEOUS: 47774188-NV-5 17116 - BANK OF THE WEST-FRE Bank of the West File with: Douglas, NV 00070 LAKESIDE INN, INC.

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 certain real property situate in the County of Douglas, State of Nevada, described as follows:

Those portions of the Southeast $\frac{1}{4}$ of Section 22, and of the Southwest $\frac{1}{4}$ of Section 23, Township 13 North, Range 18 East, M.D.B.&M., particularly described as follows:

PARCEL 1:

COMMENCING at a point on the West side of the highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South $60^{\circ}13'00''$ West 127.20 feet from the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 349.98 feet (of record 350.00 feet); thence North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 299.11 feet to the true point of beginning; thence continuing North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 75.45 feet (of record 75.43 feet); thence South $60^{\circ}56'54''$ East (of record South $61^{\circ}00'00''$ East), a distance of 382.78 feet (of record 385.40 feet) to a point on the West side of said highway right-of-way line; thence from a tangent bearing South $19^{\circ}29'03''$ West curving to the right along the westerly side of said highway right-of-way line with a radius of 2,460.00 feet through an angle of $01^{\circ}44'49''$, a distance of 75.00 feet to a point; thence North $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 382.78 feet to the point of beginning.

PARCEL 2:

COMMENCING at a point on the West wide of the highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South $60^{\circ}13'00''$ West 127.20 feet from the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 349.98 feet (of record 350.00 feet); thence North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 198.04 feet to the true point of beginning; thence continuing North $18^{\circ}23'35''$ East (of record North $18^{\circ}24'08''$ East), a distance of 101.07 feet to a point; thence South $60^{\circ}56'54''$ East (of record South $61^{\circ}00'00''$ East), a distance of 382.78 feet to a point on the West side of said highway right-of-way line; thence from a tangent bearing South $21^{\circ}14'21''$ West curving to the right along the westerly side of said highway right-of-way line with a radius of 2,460 feet through an angle of $02^{\circ}19'45''$, a distance of 100.00 feet (of record 100.01 feet), to a point; thence North $60^{\circ}56'54''$ West (of record North $61^{\circ}00'00''$ West), a distance of 375.67 feet (of record 375.68 feet) to the true point of beginning.

PARCEL 3:

COMMENCING at a point on the West wide of the highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South $60^{\circ}13'00''$ West 127.20 feet from the section corner common to

Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 349.98 feet (of record 350.00 feet); thence North 18°23'35" East (of record North 18°24'08" East), a distance of 121.97 feet to the point of beginning; thence continuing North 18°23'35" East (of record North 18°24'08" East), a distance of 76.07 feet; thence South 60°56'54" East (of record South 61°00'00" East), a distance of 175.68 feet; thence South 24°26'47" West, a distance of 75.00 feet; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 167.64 feet to the point of beginning.

PARCEL 4:

COMMENCING at a point on the west side of the highway right-of-way line created by Deed recorded in Book U of Deeds, at Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13'00" West 127.20 feet from the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 219.99 feet (of record 220.00 feet), to the point of beginning; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 129.99 feet (of record 130.00 feet); thence North 18°23'35" East (of record North 18°24'08" East), a distance of 121.97 feet; thence South 61°00'00" East, along the westerly boundary of Parcel 3 above, a distance of 130.00 feet; thence South 18°23'35" West (of record South 18°24'08" West), a distance of 121.97 feet to the true point of beginning.

PARCEL 5:

COMMENCING at the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence South 60°13' West, a distance of 127.20 feet to a point on the Westerly 80 foot right-of-way line of Nevada State Route #3; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 349.98 feet (of record 350.00 feet) to a point; thence North 18°23'35" East (of record North 18°24'08" East), a distance of 374.56 feet (of record 374.54 feet) to the true point of beginning; thence North 18°23'35" East (of record North 18°24'08" East), a distance of 291.45 feet (of record 291.82 feet) to a point; thence South 61°52'31" East, a distance of 371.50 feet (of record 371.52 feet) to a point on the westerly right-of-way line of Nevada State Route #3; thence from a tangent that bears South 12°29'45" West curving to the right along the westerly right along the westerly 80 foot right-of-way line of Nevada State Route #3, with a radius of 2,460 feet through an angle of 06°59'48", an arc distance of 300.41 feet to a point; thence North 60°56'54" West (of record 61°00'00" West), a distance of 385.40 feet to the point of beginning.

PARCEL 6:

All that portion of the Southeast ¼ of the Southeast ¼ of Section 22, Township 13 North, Range 18 East, M.D.B.&M., that is described as follows:

COMMENCING at a point on the West side of the highway right-of-way line created by Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13' West 127.20 feet from the Section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North 60°56'54" West (of record North 61°00'00" West), a distance of 349.98 feet (of record 350.00 feet); thence North 18°23'35" East (of record North 18°24'08" East), a distance of 685.94 feet (of record

686.36 feet), to the true point of beginning; thence South 61°00'22" East (of record North 61°00' East), a distance of 100.06 feet (of record 100.00 feet); thence North 18°23'35" East (of record North 18°25'47" East), a distance of 100.60 feet (of record 141.26 feet); thence North 61°11'11" West (of record North 61°11' West), a distance of 100.00 feet; thence South 18°23'35" West, 90.11 feet (of record 140.95 feet), to the point of beginning.

Prior recorded documents except any portion of said parcel lying within the right-of-way line of Kahle Drive, as follows:

RESERVING THEREFROM that certain 40 foot wide strip of land along the North line of the above described Parcel as reserved in the Deed recorded April 13, 1954, in Book B-1 of Deeds, at Page 74.

PARCEL 7:

COMMENCING at a point on the West side of the highway right-of-way line created by a Deed recorded in Book U of Deeds, Page 110, Douglas County, Nevada Records, said point being described as bearing South 60°13' West, a distance of 127.20 feet from the section corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M.; thence North 60°56'54" West (of record North 61°00' West), a distance of 169.99 feet (of record 170.00 feet), to the true point of beginning; thence North 60°56'54" West (of record North 61°00' West), a distance of 50 feet; thence North 18°23'35" East (of record North 18°24'08" East), a distance of 121.97 feet to the southwesterly line of the parcel conveyed to H.L. HAYNES and BERTHA E. HAYNES, by Deed recorded January 9, 1958, under File No. 12864, Douglas County, Nevada Records; thence South 60°56'54" East (of record South 61°00' East), a distance of 50 feet; thence South 18°23'35" West (of record South 18°24'08" West) a distance of 121.97 feet to the true point of beginning.

PARCEL 8:

Lots 1 through 12 inclusive, in Block 1, as shown on the map of OLIVER PARK, filed in the office of the County Recorder of Douglas County, Nevada, on February 4, 1959, as Document No. 14030.

NOTE: The above metes and bounds description appeared previously in that certain Third Amendment to Assignment of Entitlements, Contracts, Rents and Revenues recorded in the office of the County Recorder of Douglas County, Nevada on July 29, 2008, as Document No. 727619 of Official Records.

Assessor's Parcel Number(s):

1318-22-002-009
1318-22-002-011
1318-22-002-015
1318-22-002-016
1318-22-002-102
1318-22-002-012