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FIRST PERSONAL NAME				
Boise		STATE ID	83714	USA
FIRST PERSONAL NAME		STATE	POSTAL CODE	COUNTRY
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IAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if lit	ne 1b was left blank		\ \	
9a. ORGANIZATION'S NAME			\ \	
Valage Minden, LLC			\ \	
9b. INDIVIDUAL'S SURNAME			\	
FIRST PERSONAL NAME				
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	THE ABOVE SPA	CE IS FOR FILING OFFI	CE USE ONLY
DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or D do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mai		Title Title		
10a, ORGANIZATION'S NAME		1		
10b. INDIVIDUAL'S SURNAME		77		
INDIVIDUAL'S FIRST PERSONAL NAME	1	//		
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			<u></u>	SUFFIX
MAILING ADDRESS	CITY	STA	TE POSTAL CODE	COUNTR
ADDITIONAL SECURED PARTY'S NAME of ASSIGNO	R SECURED PARTY'S	NAME: Provide only g	ne name (11a or 11b)	
11a. ORGANIZATION'S NAME			>	
11b, INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD	NITIONAL NAME(S)/INITIAL(	S) SUFFIX
MAILING ADDRESS	CITY	STA	TE POSTAL CODE	COUNTRY
ADDITIONAL SPACE FOR ITEM 4 (Collateral):	- / /	<u> </u>	<u> </u>	
	_//			
This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEME  covers timber to be cut		ted colleters. 7 is find	as a fixture filing
	16. Description of real estate:	COVERS AS-EXTRAC	ten constens: M is man	as a lixture many
(if Debtor does not have a record interest):	See Exhibit "B"			

## EXHIBIT "A" TO UCC-1

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (hereinafter referred to as the "Mortgaged Property");

- (a) The real property situated in the County of Douglas, State of Nevada, described in Exhibit B which is attached hereto and incorporated herein by reference (the "Land"), and all estates and rights of Debtor in and to the Land, together with (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (A) all streets, roads and public places, alleys, easements, rights-of-way, public or private, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, now or hereafter used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (D) all water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Land; and (E) all development rights and credits and air rights (the Land, Improvements, and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");
- (b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land);
- (c) All (i) plans and specifications for the improvements, maps, surveys, studies, reports, permits, licenses, architectural, engineering, construction, management, maintenance, service and other contracts, books of account, insurance policies and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing sale, purchase or operation of the Premises and the Accessories, (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness as such term is defined below), insurance policies, interest rate protection agreements, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories of the operation thereof, (iii) accounts, deposits and deposit accounts arising from or relating to any transactions related to the Mortgaged Property (including Debtor's rights in tenants' security

deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents (as such term is defined below) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories, (vi) all of Debtor's interest in all leases now or hereafter existing with respect to all or any portion of the Premises, all of the rents, issues and profits of the Mortgaged Property or arising from the use of enjoyment of all or any portion thereof, all security deposits arising from the use of enjoyment of all or any portion of the Mortgaged Property, and all utility deposits made to procure and maintain utility services to the Mortgaged Property, or any portion thereof and other benefits of the Premises and Accessories, (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land the all products processed by or obtained therefrom, and the proceeds thereof, and (viii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, including software, owned by Debtor, or in which Debtor has the right to grant a security interest;

- (d) All (i) proceeds and products (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to above, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future, payable because of loss sustained to all or part of the Mortgaged Property (including premium refunds), whether or not such insurance policies are required by Secured Party, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests;
- (e) All interests, estates or other claims or demands, in law and in equity, which the Debtor now has or may hereafter acquire in the Mortgaged Property and all right, title and interest hereafter acquired by Debtor in any greater estate in any of the foregoing; and
- (f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above.

## **EXHIBIT "B"**

## **Legal Description**

2023-994292

Resultant Lot 3A as shown on that certain Record of Survey in Support of a Boundary Line Adjustment for CTH Minden, LLC, a Nevada limited liability company, Record of Survey Map No. \_\_\_\_\_\_ according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on \_\_\_\_\_\_ EDRUKRY 27\_, 2023, as File No. 2023-994292\_, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows:

A portion of Lots 3A and 3B, as shown on that certain Record of Survey for CTH MINDEN, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on the 5th day of February, 2018 as File No. 2018-910035, Official Records, more particularly described as follows:

BEGINNING at the easterly corner of said Lot 3A monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE along the southeasterly line of said Lot 3A, S. 27°16'33" W., 455.06 feet to the southerly corner of said Lot 3A;

THENCE along the southwesterly line of said Lot 3A, N. 62°37'27" W 30.00 feet;

THENCE continuing along the southwesterly line of said Lot 3A, N. 62°37'27" W., 492.54 feet to the southwesterly corner of said Lot 3A, monumented with a 5/8" rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE northerly along the line between said Lot 3A and Lot 3B, N. 44°44'12" E 4.36 feet;

THENCE S. 75°11'05" E., 23.16 feet;

THENCE northerly along a tangent curve to the left having a radius of 162.50 feet, an arc length of 162.17 feet, a delta of 57°10'51" and a chord that bears N. 76°13'30" E., 155.53 feet;

THENCE N. 47°38'04" E 38.29 feet,

THENCE N. 27°16'33" E 185.32 feet;

THENCE N. 58°23'11" E 109.88 feet;

THENCE N. 45°16'34" E 51.81 feet to the southerly right of way of Ironwood Drive;

THENCE southerly along said southerly line of Ironwood Drive along a curve to the left from a tangent that bears N. 48°34'38" W. having a radius of 715.76 feet, an arc length of 176.73 feet, a delta of 14°08'49" and a chord that bears S. 55°39'03" E., 176.28 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into concrete;

THENCE continuing along the southerly line of Ironwood Drive, S. 62°4327" E., 70.28 feet to a 5/8" brass tag stamped PLS 14346 nailed into concrete;

THENCE continuing along the southerly line of Ironwood Drive, S. 62°43'27" E., 50.00 feet to the POINT OF BEGINNING.

Note: The above metes and bounds legal description was prepared by: Lumos & Associates, Inc.

Dean Neubauer, P.L.S. 9392

308 N. Curry Street, Suite 200

Carson City, NV 89703

JN: 6921.006

APN: a portion of 1320-30-613-002