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TO BE FILED FOR RECORD IN
THE REAL PROPERTY RECORDS
(LINCOLN COUNTY, NEVADA)

Loan No. TCL 10428

FINANCING STATEMENT

This Financing Statement is presented for filing pursuant to the Nevada Uniform Commercial Code. Please return conformed copy to Secured Party at the address set forth in Paragraph 2 below.

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| 1. NAME AND ADDRESS OF DEBTOR: | 2. NAME AND ADDRESS OF SECURED PARTY: |
| (a) COYOTE SPRINGS INVESTMENT
LLC
c/o Wingfield Springs
7755 Spanish Springs Road
Sparks, Nevada 89436 | CONSTRUCTION LENDING CORPORATION
OF AMERICA
155 North Lake Avenue, CLCA - B 11 th Floor
Pasadena, California 91101
Attention: Construction Lending Division |
| (b) HARRICH INVESTMENTS, LLC
c/o Wingfield Springs
7755 Spanish Springs Road
Sparks, Nevada 89436 | |

3. DEBTOR'S FEDERAL INCOME TAX I.D.: (a) 88 0386909 (Coyote Springs Investment LLC)
(b) 88 0358368 (Harrich Investments, LLC)

4. DEBTOR'S TRADE NAMES OR STYLES (if any): _____

5. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (THE "COLLATERAL"):

(a) all present and future right, title and interest of Debtor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Article 9 of the Nevada Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property (as defined below), or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property; and

(b) all present and future right, title and interest of Debtor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property (as defined below) or any other part of the Collateral or the ownership,

use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Collateral, including (i) permits, approvals, development agreements and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers and supervisors, designers, architects, engineers, sales agents, leasing agents, owners of other properties, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) any cash collateral account maintained by Secured Party in connection with any financing of the Property by Secured Party, and any amount deposited by Debtor with Secured Party which is to be held in any such cash collateral account, (viii) leases, rental agreements, license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, including, without limitation, those certain agreements described in Exhibit "B" attached hereto, together with advance payments, security deposits and other amounts paid to or deposited with Debtor under any such agreements, (ix) reserves, deposits, bonds, deferred payments, refunds (including property tax refunds), reimbursements (including reimbursements from governmental agencies and other property owners in respect of any fees and other amounts paid, improvements constructed or services provided in connection with the development of the Real Property), rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (x) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property.

As used above: (i) the term "Real Property" means (A) the real property described in Exhibit "A" attached to this Financing Statement and incorporated in this Financing Statement by reference (the "Land"), (B) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements"), and (C) all tenements, hereditaments, appurtenances, privileges and other rights and interests now or in the future benefiting or otherwise relating to the Land or the Improvements, including easements, rights-of-way, development rights, mineral rights, water rights and water stock; and (ii) the term "Property" means the Real Property and the types or items of property described in paragraph (a) above.

5. SIGNATURE OF DEBTOR:

COYOTE SPRINGS INVESTMENT LLC,
a Nevada limited-liability company

By: 
Gary S. Derck
Manager

[Signature continues on next page]

HARRICH INVESTMENTS, LLC,
a Nevada limited-liability company

By 
Harvey Whittemore
Manager

Dated: May 27th 1998

FINANCING STATEMENTS ARE EFFECTIVE, WITH CERTAIN EXCEPTIONS, ONLY FOR FIVE YEARS
FROM THE DATE OF FILING, PURSUANT TO SECTION 9403 OF THE NEVADA COMMERCIAL CODE.

NOTE: ATTACH EXHIBIT "A" -- LEGAL DESCRIPTION OF LAND.
ATTACH EXHIBIT "B" -- DESCRIPTION OF AGREEMENTS.

Coyote Springs Investment LLC and
Harrich Investments, LLC (Debtor)

Exhibit "A" to
Financing Statement

LEGAL DESCRIPTION OF LAND

The land referred to herein is situated in the State of Nevada, Counties of Lincoln and Clark, State of Nevada, described as follows:

PARCEL 1 (FEE SIMPLE)

Mount Diablo Meridian, Nevada, fee title in and to the following:

Township 11 South, Range 63 East, (Lincoln County, Nevada)

Section 13, South Half (S 1/2);

Section 20, all;

Section 21, all;

Section 22, all;

Section 23, all;

Section 24, all;

Section 25, all;

Section 26, all;

Section 27, all;

Section 28, all;

Section 29, all;

Section 32, all;

Section 33, all;

Section 34, all;

Section 35, all;

Section 36, West Half (W 1/2).

That portion of Sections 19, 30 and 31 lying Easterly of the Westerly boundary of the transmission corridor, that boundary being 1/2 mile Easterly of the Centerline of U.S. Highway 93.

Township 12 South, Range 63 East, (Lincoln County, Nevada)

Section 1, Lots Three (3), Four (4), South Half of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4); Section 2, Lots One (1) thru Four (4), South Half (S 1/2) of the North Half (N 1/2) and the South Half (S 1/2); Section 3, Lots One (1) thru Four (4), South Half (S 1/2) of the North Half (N 1/2) and the South Half (S 1/2);

Section 6, that portion lying between the Centerline of U.S. Highway 93 and the Western boundary of the transmission corridor, that boundary being 1/2 mile easterly of the Centerline of U.S. Highway 93, excluding that portion of the North Half (N 1/2) of the North Half (N 1/2) lying between the Centerline of U.S. Highway 93 and the western boundary of the transmission corridor, and that portion lying Easterly of the western boundary of the transmission corridor, that boundary being 1/2 mile Easterly of the Centerline of U.S. Highway 93;

Sections 7, 18, 19, 29, 30, 32 all lying Easterly of the Centerline of U.S. Highway 93;

Sections 5, 9, 16, 21, 28, 33, that portion lying Westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the Centerline of U.S. Highway 93.

Section 8, all;
Section 10, all;
Section 11, all;
Section 12, West Half (W 1/2) of the West Half (W 1/2);
Section 13, West Half (W 1/2);
Section 14, all;
Section 17, all;
Section 20, all;
Section 23, North Half (N 1/2) and the Southeast Quarter (SE 1/4);
Section 24, West Half (W 1/2);
Section 25, all;
Section 26, East Half (E 1/2);
Section 36, all;

Township 12 South, Range 64 East, (Clark County, Nevada)

Section 31, the West Half (W 1/2) of the Southwest Quarter (SW 1/4).

Township 13 South, Range 63 East, (Clark County, Nevada)

Section 1, Lot One (1); the East Half (E 1/2) of Lot Two (2); the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), East Half (E 1/2) of the West Half (W 1/2) of the Southeast Quarter (SE 1/4), East Half (E 1/2) of the Southeast Quarter (SE 1/4);

Section 9, all;
Section 16, all;

Sections 3, 10, 15, that portion lying westerly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93.

Section 22, that portion lying Westerly of the Eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the centerline of U.S. Highway 93; and that portion lying Northerly to a boundary 1/2 mile from the centerline of State Highway 168;

Sections 23 and 24, that portion lying Northerly to a boundary 1/2 mile from the Centerline of State Highway 168.

That portion of Sections 3 and 4 lying Westerly of the Easterly boundary of the transmission corridor, that boundary being 1 1/2 miles Easterly of the Centerline of U.S. Highway 93.

That portion of Section 21 lying Easterly of U.S. Highway 93 and North of State Highway 168.

That portion of Sections 25 and 26, lying Northerly of State Highway 168.

That portion of Sections 5, 8, 17 and 20 lying Easterly of U.S. Highway 93, and Northerly of the Centerline of State Highway No. 168.

Township 13 South, Range 64 East, (Clark County, Nevada)

Section 6, the West Half (W 1/2);

Section 7, the West Half (W 1/2) and the West Half (W 1/2) of the Southeast Quarter (SE 1/4);

Section 18, all

Section 19, all

Section 30, that portion lying Northerly of the Centerline of State Highway No. 168.

PARCEL NO. II (LEASEHOLD):

Mount Diablo Meridian, Nevada, Township 11 South, Range 63 East, (Lincoln County, Nevada).

Sections 19, 30 and 31, that portion lying Easterly of the Centerline of U.S. Highway 93 and the Western Boundary of the transmission corridor, that boundary being 1/2 mile Easterly from the Centerline of U.S. Highway 93.

Mount Diablo Meridian, Nevada, Township 12 South, Range 63, (Lincoln County Nevada).

Section 4, all Sections 5, 9, 16, 21, 28, 33, that portion lying Easterly of the eastern boundary of the transmission corridor.

The North Half (N 1/2) of the North Half (N 1/2) of Section 6 lying Easterly of the Centerline of U.S. 93 and Westerly of the Westerly boundary of the transmission corridor, that boundary being 1/2 mile Easterly of the Centerline of U.S. Highway 93.

Section 15, all;
Section 22, all;
Section 23, Southwest Quarter (SW 1/4);
Section 26, West Half (W 1/2);
Section 27, all;
Section 34, all;
Section 35, all.

Township 13 South, Range 63 East, (Clark County, Nevada).

Section 1, West Half (W 1/2) of the West Half (W 1/2) of the East Half (E 1/2) and the West Half (W 1/2);
Section 2, all;
Sections 3, 4, 10 and 15, that portion lying Easterly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles from the Centerline of U.S. Highway 93;
Section 11, all;
Section 12, all;
Section 13, all;
Section 14, all;

Section 22, that portion lying Northerly of a boundary 1/2 mile from the Centerline of State Highway 168 and Easterly of the eastern boundary of the transmission corridor, that boundary being 1 1/2 miles easterly of the Centerline of U.S. Highway 93;

Sections 23 and 24, that portion lying Northerly of a boundary 1/2 mile from the Centerline of State Highway 168.

Coyote Springs Investment LLC and
Harrich Investments, LLC (Debtor).

Exhibit "B" to
Financing Statement

AGREEMENTS

1. Real Estate Purchase, Sale, Assignment and Assumption Agreement dated June 14, 1996, as amended from time to time, executed by Aerojet General Corporation, an Ohio corporation, and Harrich Investments, LLC, a Nevada limited liability company;
2. Agreement of Purchase and Sale and Joint Escrow Instructions dated December 31, 1997, as amended from time to time, executed by Nevada Power Company, a Nevada corporation, and H&D Water Company, LLC, a Nevada limited liability company;
3. Agreement dated May 27, 1998, executed by Coyote Springs Investment LLC, a Nevada limited liability company, and Nevada Power Company, a Nevada corporation; and
4. Agreement for Option, Purchase and Sale of Water Rights, Real Property and Easements dated April 8, 1998, executed by Coyote Springs Investment LLC, a Nevada limited liability company, and Southern Nevada Water Authority, a political subdivision of the State of Nevada.

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Stewart Title
May 27, 1998

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a.m. 134
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James A. [Signature]
[Title]