

**UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM N-UCC-1**


This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

**IMPORTANT: Read instructions before filling out form. This form must be accompanied by appropriate fees.**

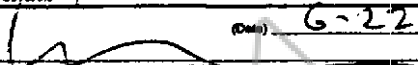
|                                                                                                                                                        |  |                                                                        |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------|-----------------------|
| 1. DEBTOR (ONE NAME ONLY)<br><input checked="" type="checkbox"/> LEGAL BUSINESS NAME<br><input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)          |  | 1A. SOCIAL SECURITY OR FEDERAL TAX NO.                                 |                       |
| Caliente Associates                                                                                                                                    |  | 880-19-7406                                                            |                       |
| 1B. MAILING ADDRESS<br>380 Linden Street                                                                                                               |  | 1C. CITY, STATE<br>Reno, Nevada                                        | 1D. ZIP CODE<br>89502 |
| 1E. RESIDENCE ADDRESS                                                                                                                                  |  | 1F. CITY, STATE                                                        | 1G. ZIP CODE          |
| 2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY)<br><input type="checkbox"/> LEGAL BUSINESS NAME<br><input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) |  | 2A. SOCIAL SECURITY OR FEDERAL TAX NO.                                 |                       |
| 2B. MAILING ADDRESS                                                                                                                                    |  | 2C. CITY, STATE                                                        | 2D. ZIP CODE          |
| 2E. RESIDENCE ADDRESS                                                                                                                                  |  | 2F. CITY, STATE                                                        | 2G. ZIP CODE          |
| 3. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET                                                                                     |  |                                                                        |                       |
| 4. SECURED PARTY<br>NAME Secretary of Housing and Urban Development<br>MAILING ADDRESS 820 First Street, NE<br>CITY Washington STATE DC ZIP CODE 20002 |  | 4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. |                       |
| 5. ASSIGNEE OF SECURED PARTY (IF ANY)<br>NAME<br>MAILING ADDRESS<br>CITY STATE ZIP CODE                                                                |  | 5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. |                       |

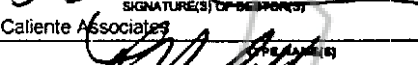
6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property in which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).

See Exhibit A and Exhibit B

|                                                                                                                      |                                                                                              |                                                                                              |                                                                                                                                                                        |                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6A. <br>SIGNATURE OF RECORD OWNER | 6C. _____<br>MINIMUM AMOUNT OF INTEREST/FEES TO BE SECURED AT ANY ONE TIME (OPTIONAL)        |                                                                                              |                                                                                                                                                                        |                                                                                                                                                                         |
| 6B. Caliente Associates<br>(TYPE RECORD OWNER OF REAL PROPERTY)                                                      |                                                                                              |                                                                                              |                                                                                                                                                                        |                                                                                                                                                                         |
| 7. Check if Applicable                                                                                               | A. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. NRS 104.9306 | B. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. NRS 104.9402 | C. <input type="checkbox"/> Proceeds of goods described original collateral in which a security interest was perfected (Debtor's Signature Not Required). NRS 104.9402 | D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required). NRS 104.9402 |
| 8. Check if Applicable                                                                                               | <input type="checkbox"/> DEBTOR IS A "PUBLIC UTILITY" IN ACCORDANCE WITH NRS 106.010         |                                                                                              |                                                                                                                                                                        |                                                                                                                                                                         |

9. (Date) 6-22-01

By   
SIGNATURE(S) OF DEBTOR(S) (TITLE)  
Caliente Associates

By   
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)  
Harry Anne Cottmeyer  
Secretary of Housing and Urban Development WESTERN REGION DIRECTOR

TYPE NAME(S)

10. Returns Copy to:

|                                           |                                                                                                                                         |                                               |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| NAME<br>ADDRESS<br>CITY, STATE<br>AND ZIP | Christopher D. Bell, Esq.<br>c/o Womble Carlyle Sandridge & Rice, PLLC<br>1120 19th Street, N.W.<br>Suite 800<br>Washington, D.C. 20036 | Trust<br>Account<br>Number<br>(if Applicable) |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|

11. The Space for Use of Filing Office: (Date, Time, File Number and Filing Office)

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF LINCOLN, STATE OF NEVADA BOUNDED AND DESCRIBED AS FOLLOWS:

LOTS TWO (2) AND THREE (3) IN BLOCK FORTY-SIX (46) OF NORTHSIDE ADDITION IN THE CITY OF CALIENTE, LINCOLN COUNTY, NEVADA.

**EXHIBIT B**

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Financing Statement (hereafter, the "Security Document"), executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of SECRETARY OF HOUSING AND URBAN DEVELOPMENT (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the construction, financing, repair, ownership, management, and operation of a certain multifamily housing project known as "CALIENTE RENAISSANCE APARTMENTS" (the "Project"), located in Caliente, Lincoln County, Nevada and owned by CALIENTE ASSOCIATES, a Nevada limited partnership (referred to as the "Debtor"):

1. All income, rents, profits, receipts and charges from the Project.
2. All accounts including without limitation the following: Reserve Fund for Replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
3. All insurance and condemnation proceeds; and all inventories.
4. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
5. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon

the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner, all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by the Security Document to which this Exhibit is attached).

6. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Document.

7. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.

8. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

9. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, repair, operation, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, development, repair, operation, management and maintenance of, or provision of services to, the Property or any of the other property described herein, and all

sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

10. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, relating to the project, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.

11. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

12. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

14. Any and all of the above which may become fixtures by virtue of attachment to Property.

15. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.

16. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Project.

17. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

18. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

19. Any and all of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest 1-185,312 hereof and ~~at any time in the future~~ OF

FILED AND RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE  
JUNE 27, 2001  
AT 40 MINUTES PAST 12 O'CLOCK  
P.M. IN BOOK 156 OF OFFICIAL  
RECORDS, PAGE 122 LINCOLN  
COUNTY, NEVADA

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK  
\_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ LINCOLN  
COUNTY, NEVADA

*Julie Boucher*  
County Recorder

COUNTY RECORDER