

Assessor Parcel No: 011-120-02

011-120-10

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Official Record

Recording requested By  
FIRST AMERICAN TITLE

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$90.00 Page 1 of 7  
RPTT: Recorded By: LB  
Book- 284 Page- 0329



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Nathan Scharton  
 10 E. South Temple Ste 900  
 Salt Lake City UT 84133**

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  
**Reed, Inc.**

OR  
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**802 Avenue E Ely NV 89301 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
 Not Applicable 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 FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 Not Applicable 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  
**Zions First National Bank**

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**One South Main, Suite 300 Salt Lake City UT 84111**

4. This FINANCING STATEMENT covers the following collateral:  
See Exhibit A

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG, LIEN NON-UCC FILING

6. [X] 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) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA



**ATTACHMENT "A" TO UCC-1 FINANCING STATEMENT  
(DEBTOR: REED, INC.)**

All right, title, interest and estate of Debtor, now owned or hereafter acquired, in and to, and all proceeds from:

1. Real Property. The real property located in Lincoln County, State of Nevada (the "Property"), as more particularly described in Schedule 1 attached hereto and incorporated herein by this reference.

2. Buildings, Improvements and Interests. (a) All buildings, improvements, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments now or hereafter constructed upon, and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property (the "Improvements"); (b) If any portion of the Property comprises all or a portion of a planned or restricted development or a condominium project ("Development") and Trustor is the "declarant", "developer", "owner", or other similarly designated controlling party ("Developer") under the restrictive covenants, declaration of condominium owner, planned unit development, or other controlling document who, as such, now has or will hereafter have special rights and privileges with respect to the Development and/or the related owner's association which are not enjoyed by all other owners (collectively, "Developer's Rights"), then (i) the Developer's Rights shall be deemed to be a part of the Property, and (ii) Trustor hereby appoints and designates Beneficiary as the successor Developer to replace Trustor; provided, however, that such appointment shall not take effect unless and until (A) Beneficiary becomes the fee simple owner of all or a portion of the Development by reason of the public or judicial foreclosure of this Trust Deed (or by means of a deed in lieu thereof), and (B) Beneficiary accepts such appointment in a writing which is recorded in the public records of the county in which the Development is located; and (c) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, minerals, oil, gas and other hydrocarbon substances, and all as-extracted collateral as defined in the Uniform Commercial Code, development rights, all development agreements, air rights, irrigation rights, water, water courses, water rights (including claims, decrees, permits, and licenses), and water stock (whether now owned or hereafter acquired by Debtor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property.

3. Tenements, Hereditaments. All of the tenements, hereditaments, rights, privileges, and appurtenances belonging, relating, or in any way appertaining to any of the Property or the Improvements, or any portion of the Property or the Improvements, or which shall hereafter in any way belong, relate, or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims, and demands of every nature whatsoever, at law or in equity, which Debtor may have or may hereafter acquire in and to the Property, the Improvements, or any portion thereof.



4. Leases, Rents, Issues, Etc. All leases and subleases of all or any portion of the Property or the Improvements now or hereafter existing or entered into, and all lease agreements and documents evidencing the same; and all right, title and interest of Debtor thereunder, including without limitation, all rents, subrents other amounts received for use of all or any portion of the Property or the Improvements, including without limitation, any and all rental agreements and arrangements of any kind now owned or hereafter acquired, and all proceeds from such leases, rents, subrents, issues, royalties, security deposits, income and profits of and from the Property, the Improvements, or any portion thereof.

5. Tangible Personal Property. (a) All goods, inventory, specifically including, without limitation, materials, furnishings and supplies, whether stored on or off the Property, delivered to the Property for incorporation or use in any construction, renovation, operation or maintenance of the Property or the Improvements, supplies, furnishings, construction materials, equipment, vehicles, machinery, appliances, including attached and unattached appliances, and other tangible personal property and fixtures located in or upon the Property or the Improvements and used or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the Improvements now or hereafter located upon the Property; (b) All furniture, fixtures and equipment as equipment is defined in the Uniform Commercial Code, wherever located, and all related right, title and interest of Debtor, now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein, (c) All architectural, engineering, development, construction and construction cost guarantee contracts or bonds entered into in connection with the improvement of the Property, all plans and specifications, building or use permits, subdivision plats and any related subdivision development requirements and specifications prepared by the engineer and architect thereunder, relating to the construction, development, ownership or maintenance of the Property or the Improvements; (d) All engineering reports, surveys, soil reports and other documents relating to the Property; (e) All modifications, parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof; and (f) All proceeds of each of the foregoing.

6. Permits, Names, Rights, Etc. (a) All contracts, permits, franchises, privileges, grants, consents, licenses, authorizations, and approvals heretofore or hereafter granted by the United States, by the State of Nevada or by any departments or agencies thereof or any other governmental or public bodies, agencies or authorities, to or for the benefit of Debtor and utilized in connection with the Property and the Improvements thereon or to be constructed thereon, to the extent the same are transferable and subject to all terms, covenants and conditions thereof and to applicable law; (b) All names under or by which the Property or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all service marks, trademarks and goodwill in any way relating to Debtor's ownership and operation of the Property; (c) All contracts, contract rights, rights to payment, general intangibles, documents, instructions, accounts, water stock



arising in connection with Debtor's ownership, general intangibles, legal or equitable claims, judgments, and awards now or hereafter accruing to the benefit of Debtor respecting the Property and the Improvements, specifically including, without limitation, all architectural, development and construction contracts, and all construction cost guarantee contracts or bonds relating to the Property or the Improvements; (d) All shares of stock, member interests, partnership interests, or other evidence of ownership of any part of the Property or the Improvements that is owned by Debtor in common with others; (e) All documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and (f) All amendments, modifications, additions, accessions, substitutions, replacements and renewals to any of the foregoing and all proceeds of the foregoing, whether voluntary or involuntary, including without limitation, insurance proceeds.

7. Awards. (a) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (b) All insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) All causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) All proceeds of each of the foregoing.

8. Plans and Utility Taps. All plans and any and all replacements, modifications, and amendments thereto and any and all contracts, agreements or commitments between Debtor and any utility company, water company or user associations, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the Improvements thereon. Debtor hereby irrevocably appoints Secured Party as Debtor's true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any act in the name and on behalf of Debtor necessary to maintain and continue all contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property and the Improvements thereon.

9. Loan Proceeds. All proceeds of the loan made by Secured Party to Debtor for construction of the Improvements which proceeds are held by Secured Party, whether or not disbursed, and all reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of the Improvements to secure any and all of Debtor's obligations to Secured Party.

10. Contracts. All rights or interests under any other contract, subcontract or agreement, for the construction and completion of the Improvements and all contracts and agreements which have been or shall hereinafter be entered into relating to the construction, development, sale, lease, operation or use of all or a portion of the Property or the Improvements, and all governmental licenses or permits obtained for the lawful construction of the Improvements.



11. Accounts. All accounts of Debtor, presently existing or hereafter arising, including all accounts as defined in the Nevada Uniform Commercial Code, as amended, established in connection with or by reason of Debtor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

12. Documents. All documents of Debtor, presently existing or hereafter arising, including all documents as defined in the Nevada Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Debtor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

13. Instruments. All instruments of Debtor, presently existing or hereafter arising, including all instruments as defined in the Nevada Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Debtor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

14. General Intangibles. All general intangibles of Debtor, presently existing or hereafter arising, including general intangibles as defined in the Uniform Commercial Code, choses in action, proceeds, contracts, distributions, dividends, refunds, security deposits, judgments, insurance claims, any right to payment of any nature, intellectual property rights or licenses, any other rights or assets of Debtor customarily or for accounting purposes classified as general intangibles, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

15. Proceeds. All rents and proceeds of all of the foregoing property and all additions and accessions to all of the foregoing property.



Schedule 1

Real Property Description

Debtor is the record owner of the real property located in Lincoln County, State of Nevada, and more particularly described as follows:

PARCEL 1:

LOTS 6, 7 AND 8 OF THE ASH SPRINGS SUBDIVISION, AS SHOWN ON THE SUBDIVISION MAP THEREOF RECORDED JUNE 5, 1967 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA IN BOOK "A" OF PLATS, PAGE 74 AS FILE NO. 45095, LINCOLN COUNTY, NEVADA RECORDS.

PARCEL 2:

LOT 5 OF THE ASH SPRINGS SUBDIVISION, AS SHOWN ON THE SUBDIVISION MAP THEREOF RECORDED JUNE 5, 1967 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA IN BOOK "A" OF PLATS, PAGE 74 AS FILE NO. 45095, LINCOLN COUNTY, NEVADA RECORDS.

PARCEL 3:

A PARCEL OF LAND WHICH IS TO BE ADDED TO LOT 5 OF ASH SPRINGS SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK "A" OF MAPS, PAGE 74 OF OFFICIAL RECORDS AND LOCATED WITHIN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 OF NE1/4) OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 60 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN BY A RECORD OF SURVEY RECORDED FEBRUARY 15, 2012 IN BOOK "D" OF MAPS AT PAGE 52, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SECTION 1, AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 93, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 1 BEARS SOUTH 89°05'22" EAST 369.62 FEET; THENCE SOUTH 05°34'00" WEST 166.51 FEET ALONG SAID U.S. HIGHWAY 93 RIGHT-OF-WAY TO A PK NAIL WITH SHINER STAMPED L S SMITH PLS 12751 AND THE NORTHEAST CORNER OF LOT 5 OF SAID ASH SPRINGS SUBDIVISION; THENCE SOUTH 90°00'00" WEST 450.00 FEET ALONG THE NORTH LINE OF SAID LOT 5 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 03°05'11" WEST 200.00 FEET ALONG THE WEST LINE OF SAID LOT 5 TO THE CORNER COMMON TO LOTS 5 AND 13, SAID ASH SPRINGS SUBDIVISION; THENCE SOUTH 90°00'00" WEST 42.00 FEET;



THENCE NORTH 03°05'22" EAST 373.91 FEET TO THE NORTH LINE OF SAID SECTION 1;  
THENCE SOUTH 89°05'22" EAST 498.85 FEET TO THE POINT OF BEGINNING.

