

Official Record

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Lincoln County - NV Leslie Boucher - Recorder

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Ann' 008-261-09-05

A. NAME & PHONE OF CONTACT AT FILER (optional) Stefanie T. Sharp, Esq. 775-329-3151 008-251-03,04
B. E-MAIL CONTACT AT FILER (optional) ssharp@rbsllaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Stefanie T. Sharp, Esq. Robison, Belaustegui, Sharp & Low 71 Washington St. Reno, NV 89503

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME GAEA THEOS, LLC
OR
1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 1645 Village Center Circle, Suite 170 CITY Las Vegas STATE NV POSTAL CODE 85260 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME NV HOLDING GROUP, LLC
OR
3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 13835 N. Northsight Blvd., Suite 100 CITY Scottsdale STATE AZ POSTAL CODE 85260 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

The Collateral described in Exhibit A attached hereto.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility
6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:



Exhibit A

The Collateral covered hereby includes the Land (defined below) and the following items, whether now owned or hereafter acquired by Debtor, including replacements and additions thereto, and all rights, hereditaments and appurtenances pertaining thereto:

- (a) Any and all buildings, improvements (including, but not limited to, roads, curbs, gutters, public utilities, and drainage systems), and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");
- (b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;
- (c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;
- (d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements;
- (e) All plans and specifications for the Improvements and for any future development of or construction on the Land and all contracts and subcontracts relating to the construction of the Improvements on the Land;
- (f) All of Trustor's rights (but not Trustor's obligations) under any contracts relating to the Land, the Improvements or the Personalty;
- (g) All deposits (including tenant security deposits), bank accounts, funds, deeds of trust, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personalty;
- (h) All Trustor's rights (but not Trustor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;
- (i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements, or the Personalty;
- (j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;
- (k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;
- (l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;
- (m) All proceeds from the taking of any of the Land, the Improvements, the Personalty or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;



(n) All right, title, and interest of Trustor in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;

(o) All of the Leases (as hereafter defined), rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to leases to secure performance by the tenants of their obligations thereunder (subject to the Assignment of Rents below);

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) All other interest of every kind and character that Trustor now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Trustor with respect to such property and all of Trustor's rights (but not Trustor's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Trustor's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02.

"Land" means the following:

PARCEL 1:

TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.& M.

Section 15: Government Lots 5 to 8, inclusive

Section 16: Government Lot 1; the Northeast Quarter (NE ¼); the North Half (N ½) of the Northwest Quarter (NW ¼); the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼)

Section 17: Government Lot 1; the East Half (E ½) of the Northeast Quarter (NE ¼); the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼)

PARCEL 2:

TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.& M.

Section 33: Government Lots 1 and 3

Section 34: Government Lot 8

PARCEL 3:

TOWNSHIP 12 SOUTH, RANGE 70 EAST, M.D.B.& M.

Section 25: West Half (W ½)

Section 26: All

Section 27: All

Section 34: All

Section 35: All

Section 36: Northwest Quarter (NW ¼)

Assessor's Parcel Number: 008-261-05, 008-251-03, 008-261-09, 008-251-04