



OFFICIAL RECORD  
AMY ELMER, RECORDER

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Kirton McConkie</b> <b>50 East South Temple, Suite 400</b> <b>Salt Lake City, UT 84111</b> <b>Attn: John B. Lindsay</b> <i>NCS-1000088 APN: 003-053-03</i>

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 <b>minnie st. 2020 LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>234 Shelter Valley Drive</b>		CITY <b>Kalispell</b>	STATE <b>MT</b>	POSTAL CODE <b>59901</b>
COUNTRY <b>USA</b>				

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 <b>Bonneville Mortgage Company</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>111 Main, Suite 1600</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84111</b>
COUNTRY <b>USA</b>				

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

See Attachment "A" attached hereto and by this reference made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>538 Loan</b>	

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME  
**minnie st. 2020 LLC**

OR  
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR  
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Schedule 1 of Attachment A attached hereto and by this reference made a part hereof.

17. MISCELLANEOUS:

**ATTACHMENT "A" TO UCC FIXTURE FILING**

**(538 Loan)**

**minnie st. 2020 LLC**

Entity ID: E5926462020-3

State of Organization: Nevada

Nevada Business ID: NV20201755528

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. All (a) 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"); and (b) 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 Nevada Uniform Commercial Code, development rights, all development agreements, air rights, and rights relating to wind energy, solar rights and rights relating to solar energy, geothermal rights and rights relating to geothermal energy, 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. All (a) 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) furniture, fixtures and equipment as equipment is defined in the Nevada Uniform Commercial Code, as enacted in the State of Nevada pursuant to NRS 104.9101, et seq., and as it may be amended or recodified from time to time, 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) 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) engineering reports, surveys, soil reports and other documents relating to the Property; (e) modifications, parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof; and (f) proceeds of each of the foregoing.

(6) Permits, Names, Rights, Etc. All (a) 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) 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) contracts, contract rights, rights to payment, general intangibles, documents, instructions, accounts, water stock arising in connection with Debtor's ownership, 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 relating to the Property or the

Improvements; (d) 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) 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) 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. All (a) 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) insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) 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. Any other contract, subcontract or agreement, for the construction and completion of the Improvements and all contracts and agreements which have been or shall hereafter 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, all as-extracted collateral (including accounts included in the term as-extracted collateral, as defined in the Nevada Uniform Commercial Code.

(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 Nevada Uniform Commercial Code, including subsidy or similar payments received from any sources, including a governmental authority, including, without limitation, all carryover allocation agreements, state allocation agreements, state reservation agreements, energy and solar credits, housing assistance payments contracts made under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Section 1437f) or in connection with any USDA or other federal or state government program; 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

The real property referred to herein below is situated in the City of Caliente, County of Lincoln, State of Nevada, and is described as follows:

LOTS TWO (2) AND THREE (3) IN BLOCK FORTY-SIX (46) OF THE NORTH SIDE ADDITION TOWN OF CALIENTE AS SHOWN BY MAP THEREOF RECORDED OCTOBER 08, 1940, AS FILE NO. 15661 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.