

DOC# 218982

11/30/2011

03:25PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ronald G. Taylor
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
P. O. Box 6010
Ridgeland, MS 39158-6010

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 10 Fee: \$90.00
Recorded By FS RPTT: \$0.00
Book- 0525 Page- 0429



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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

OR New Nevada Lands, LLC

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

513 Cobblestone Court, Suite 5

Madison

MS 39110-9919

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

Mississippi

1g. ORGANIZATIONAL ID #, if any

988891

☐ 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

☐ 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

OR Southern AgCredit, FLCA

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

402 West Parkway Place

Ridgeland

MS 39157

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the property described on Exhibit A and located on or related to the real property described on Exhibit B, Exhibits A and B being attached hereto and made a part hereof.

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

6. ☒ 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

Eureka County, NV

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR **New Nevada Lands, LLC**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. **SEE INSTRUCTIONS**

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☐ or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR 12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☒ timber to be cut or ☒ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit B attached hereto and made a part hereof.

16. Additional collateral description:

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

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

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EXHIBIT A

Description of Collateral

All estate, right, title and interest which Debtor now has, or may later acquire, in and to the following (collectively, the “**Collateral**”):

(a) All right, title and interest in and to the pieces or parcels of land described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the “**Land**”), together with all improvements, buildings, structures, fixtures of every description and appurtenances now or hereafter located thereon or therein (collectively, the “**Improvements**”) (the Land, the Improvements, the Timber (as hereinafter defined) and the Minerals (as also hereinafter defined) are hereinafter sometimes collectively referred to as the “**Real Estate**”);

(b) All timber of every kind and description, now or hereafter growing, standing or lying on, or to be grown, harvested from, pertaining to and located on, the Land, goods, inventory and proceeds thereof, and all accounts and general intangibles resulting from the sale of such timber and timber to be cut and timber interests (sometimes collectively referred to herein as “**Timber**”);

(c) All sand, gravel, coal, oil, gas and other minerals owned by Debtor and located on, in or under the Land and extracted or to be extracted, as extracted collateral and all mineral interests and all proceeds, accounts and general intangibles resulting from the sale of such minerals or mineral interests (sometimes collectively referred to herein as the “**Minerals**”);

(d) (i) All of Debtor’s rights (but not its obligations except as otherwise expressly agreed in writing by Secured Party) under any and all leases, all timber sale agreements, timber purchase agreements or stumpage agreements and other contracts and agreements pursuant to which Debtor has agreed to sell any standing or severed timber, pulpwood or other timber products from the Real Estate, whether deemed to be an easement, lease, timber deed or profit a prendre, and subleases, surface leases, licenses, written or oral, and all agreements for use or occupancy, or exploration, drilling, mining, extraction, storage, transportation, processing and handling of Minerals, affecting all or any portion of the Real Estate with respect to which the Debtor is the landlord (collectively, the “**Existing Leases**”), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made including subleases thereunder, upon, covering or affecting all or any part of the Real Estate or the Improvements, together with any and all guaranties of the lessee’s, any sublessee’s, or contracting party’s performance thereunder (all such existing or future leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to the Existing Leases, any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate being hereinafter collectively referred to as the “**Leases**”) and all right, title and interest of Debtor in and to property of any tenant or other person under any such lease or under any other arrangement entered into in connection with any such lease, and any and all cash, security deposits, advance rentals and



deposits or payments of a similar nature under any such lease or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments), subject, however, to the revocable license given to Debtor to collect and use the rents, income and other benefits arising under any such Lease as provided below;

ii. All permits, special permits, licenses, approvals, maps, surveys, title records, studies, reports, contracts and other rights, privileges and agreements affecting the operation of the Real Estate now owned or hereafter acquired by Debtor;

iii. All water and water rights, royalties, coal, oil, gas and other mineral royalties, profits, proceeds, fees, farm products revenue, hunting lease or other recreational lease revenue and other income of any kind or manner whatsoever arising from or related to operations on or any proceeds, profits or profits a prendre arising from the Real Estate, including income from timber and pulpwood contracts, option agreements, coal, oil, gas or mineral leases, coal tippable leases, hunting, fishing and recreational leases and licenses, option agreements and land sales;

iv. The immediate and continuing right to collect and receive all of the rents, income, royalties, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of any timber contracts, leases, licenses, bills of sale or deeds, the Leases or from or out of the Real Estate, or any part thereof, including but not limited to any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants, occupants or licenses of the Real Estate or the Improvements, or against the purchaser under any timber deed, cutting agreement lease, mineral lease, contract or other agreement in any way relating to the Timber or Minerals, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate and all claims as a creditor in connection with any of the foregoing), all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "**Rents**;" provided, however, so long as no Event of Default has occurred and is continuing under that certain Deed of Trust by Debtor in favor of Secured Party (as such term is defined therein), the Debtor shall have the right under a license granted hereby (but limited as provided below) to collect, receive and retain the Rents, but no Rents shall be collected in advance of the due date thereof;

(e) All proceeds, products, extensions, additions, improvements, betterments, renewals, reversions, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the Real Estate, Minerals, Timber, Improvements or equipment and on the other property referenced in these Granting Clauses or encumbered by this financing statement, including, without limitation, all proceeds arising from the sale or other disposition thereof;

(f) All right, title and interest of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets,



roads, railroad rights of way, riparian and littoral rights and public places (whether open or proposed) adjoining or otherwise providing access to the Real Estate, (2) the Real Estate lying in the bed of such streets, roads, railroad rights of way and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of Real Estate adjoining or used or intended to be used in connection with all or any part of the Real Estate, Minerals, Timber, Improvements or equipment or appurtenances thereto;

(g) All easements, rights-of-way, gores of land, ways, riparian rights and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever, whether appurtenant or in gross, and owned by Debtor, in any way now or hereafter belonging, relating, appertaining to or useful in the operation of all or any part of Real Estate, Minerals, Timber, Improvements or equipment, whether legal or equitable (collectively, the "Easements");

(h) All right, title and interest of Debtor (but not its obligations except as otherwise expressly agreed in writing by Secured Party), whether now owned or hereafter acquired, in and to: (1) each and every policy of insurance now or hereafter in effect which insures the Collateral, or any part thereof, (2) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and interest thereon, now or hereafter made or payable in connection with any casualty or other damage to all or any part of the Real Estate, Timber, Minerals, Improvements or Equipment or appurtenances thereto, or in connection with any condemnation proceedings affecting any such property or any taking under power of eminent domain (or any conveyance in lieu of or under threat of any such taking) of any such property or any rights thereto or any interest therein, including, without limitation, any and all compensation for change of grade of streets or any other injury to or decrease in the value of such property, (3) all inventory and any and all proceeds of any sales, assignments or other dispositions of any such property or any rights thereto or any interest therein (inventory shall mean and include, without limitation, all goods now owned or hereafter acquired and owned from time to time by Debtor which are held for sale or lease or are to be furnished under contracts of service and all goods, materials, raw materials, work in process, finished goods or materials used or consumed in the business of Debtor, which are products of or related to Timber or Minerals), (4) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property into cash or any liquidated claim, (5) any and all refunds or rebates of or with respect to any insurance premiums and real estate taxes, impositions or levies, and tax credits or benefits or deposits relating thereto, with respect to such property, and (6) all contractual and other indemnities, assurances, guaranties and similar agreements, and all rights, benefits and privileges of Debtor in and to any and all contracts relating to operation, maintenance, management or security of any such property), and (7) all investment property, relating to such property, whether now owned or hereafter acquired, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts;

(i) All right, title and interest of Debtor (whether as seller, purchaser or otherwise), but not its obligations, in and to any and all agreements in the nature of options or for



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the sale or any other transfer of all or any part of the Collateral, together with any and all down payments, earnest money deposits and other sums paid or payable or deposited in connection therewith, and all rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Estate or Collateral or any part thereof;

(j) All rights, hereditaments and appurtenances pertaining to the foregoing; and all other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Collateral described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property; and

(k) All other Collateral defined in that certain Term Loan Agreement by and between Debtor and Secured Party or in any other Loan Documents now or hereafter signed by Debtor in favor of Secured Party.



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EXHIBIT B

Description of Land

See attached legal description.

Jackson 7232783v1

COPY



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EUREKA COUNTY NEVADA PROPERTY

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

TOWNSHIP 36 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 19: All;

TOWNSHIP 35 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 1: All;

Section 13: All;

Section 21: All;

Section 23: All;

Section 27: All;

Section 29: All;

Section 33: All;

TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 3: NW1/4;

Section 9: NW1/4;

TOWNSHIP 33 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 29: All;

TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 29: W1/2W1/2;

Section 31: All;

TOWNSHIP 32 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 1: W1/2; W1/2NE1/4;

EXCEPTING THEREFROM that portion of said land as conveyed to Western Pacific Railway Company, a California corporation, in deed recorded February 20, 1909, in Book 16, Page 108, Deed Records of Eureka County, Nevada, more particularly described as follows:

A strip of land one hundred (100) feet wide adjoining the right of way of the Western Pacific Railway Company in the W1/2NE1/4 of Section 1, Township 32 North, Range 48 East, M.D.B.&M., described as follows to wit and being all that portion of said W1/2NE1/4 of said Section 1, bounded on the Southwesterly side by the Northeasterly line of the said right of way, which said right of way line is two hundred (200) feet Northeasterly from and parallel with the center line of the constructed railroad of the Central Pacific Railway Company and bounded on the Northeasterly side by a line drawn one hundred (100) feet northeasterly from and parallel



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with said Northeasterly line of right of way of the Western Pacific Railway Company, and extending from the North line to the South line of the said W1/2 NE1/4 of said Section One (1), a distance of twenty seven hundred and seventy (2770) feet more or less.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to Western Pacific Railway Company, a California corporation, in deed recorded April 26, 1909, in Book 16, Page 269, Deed Records of Eureka County, Nevada more particularly described as follows:

A strip or tract of land 100 feet wide extending entirely across the E1/2 of Section 1, Township 32 North, Range 48 East, M.D.B.&M., and being all the land included between the North and South boundary lines of said E1/2 of Section 1 and between two lines, one of which is the Easterly line of the 400 foot right of way of the Central Pacific Railway Company, and the other a line drawn parallel with and 100 feet distant at right angles Easterly from the center line of the main track of the Central Pacific Railway.

Section 15: All;

TOWNSHIP 32 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 13: All;

Section 33: SE1/4;

TOWNSHIP 31 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 3: NW1/4;

Section 7: E1/2;

Section 29: W1/2;

Section 31: NE1/4;

TOWNSHIP 30 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: NE1/4;

Section 9: All;

Section 33: All;

TOWNSHIP 29 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: Lots 1, 2, 7, 8, 9, and 10; S1/2;

Section 17: All;

TOWNSHIP 32 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All;

Section 9: All;

Section 11: All;

Section 15: All;

Section 17: All;



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EXCEPTING FROM Section 17 all that portion of said land as conveyed to American Telephone and Telegraph Company in deed recorded November 22, 1950, in Book 24, Page 105, Deed Records of Eureka County, Nevada further described as follows:

Beginning at a point in the Northwest quarter NW1/4 of Section Seventeen (17), Township Thirty-two (32) North, Range Fifty-one (51) East, Mount Diablo Base and Meridian from which point the Northwest corner of said Section Seventeen (17) bears North Ten degrees, One minute, Eight seconds West (N. 10°01'08" W.), a distance of One Thousand Five Hundred Eleven and 08/100 (1511.08) feet, and running thence from said point of beginning South Eighty-eight degrees, Fifty-seven minutes, Fifteen seconds East (S. 88°57'15" E.), a distance of Three Hundred and 00/100 (300.00) feet; thence South One degree, Two minutes, Forty-five seconds West (S. 1°02'45" W.), a distance of Three Hundred and 00/100 (300.00) feet, thence North Eighty-eight degrees, Fifty-seven minutes, Fifteen seconds West (N. 88°57'15" W.), a distance of three Hundred and 00/100 feet, thence North One degree, Two minutes, Forty-five seconds East (N. 1°02'45" E.), a distance of Three Hundred and 00/100 (300.00) feet to the said point of beginning.

FURTHER EXCEPTING FROM Section 17 all that portion of said land as conveyed to the United States of America, Department of Transportation, in deed recorded December 24, 1997, in Book 316, Page 313, Official Records of Eureka County, Nevada, more particularly described as follows:

A parcel of land 100 feet x 100 feet (approximately). Beginning at the Southwest corner of Section 17, Township 32 North, Range 51 East, Mount Diablo Bas and Meridian, County of Eureka, State of Nevada; Thence North 11°42'02" East, 2146.64 feet to a ¾" iron pipe, being the Southwest corner of a FAA RCLR facility and the true point of beginning; Thence North 69°24'23" East, 100.03 feet to a ¾" iron pipe; Thence North 20°43'27" West 90.84 feet to a point in the I-80 South right-of-way line (Station "Oe" 967+37 offset 200 feet right), from which a ¾" pipe bears North 20°43'27" West, 9.22 feet distant; Thence along said right-of-way line South 71°07'39" West, 100.02 feet to a point, from which a ¾" iron pipe bears North 20°40'00" West, 6.12 feet distant; Thence leaving said right-of-way line South 20°40'00" East, 93.87 feet to the true point of beginning.



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