



UCC

LIEN NO. 92126371-1

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 21540 - MIDFIRST BANK	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	99384004 OROR
File with: Secretary of State, OR SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
92126371 12/12/2019 SS OR

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Check only one box: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN* collateral
Indicate collateral:
See Schedule I attached.

*Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
MidFirst Bank, a federally chartered savings association

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: NEELKANTH HOSPITALITY LLC
99384004 11735 15350-100/101/102

FINANCING STATEMENT
SCHEDULE I

This financing statement covers the following types (or items) of property (the "Collateral Property"):

- 1) **Land**. All right, title and interest in and to the Land.
- 2) **Additional Land**. All right, title and interest in and to the Additional Land.
- 3) **Improvements**. All right, title and interest in and to the Improvements.
- 4) **Easements**. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.
- 5) **Equipment**. All right, title and interest in and to the Equipment and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any Security Agreements (as defined in the Uniform Commercial Code) superior, inferior or pari passu in lien to the lien of this Security Instrument. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of this Security Instrument, this Security Instrument shall also cover all right, title and interest of Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment. All existing and future inventory, furnishings, fixtures, equipment, supplies, construction materials, goods and other tangible personal property, which are now or hereafter owned or acquired by Debtor or in which Debtor now or at any time has rights, wherever located or used or usable in connection with the Property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the Property or the Improvements or any part thereof, or located elsewhere in the possession of Debtor or any warehouseman, bailee, contractor, supplier or any other person, used or to be used in connection with or otherwise relating to the Property or the Improvements or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property, including but not limited to FF&E, all appliances, furniture and furnishings, findings, materials, supplies, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein whether stored on the Property or elsewhere; and all renewals or replacements thereof or articles in substitution thereof.
- 6) **Awards**. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.

7) **Leases**. All Leases, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Applicable Bankruptcy Law 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 Property) and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Applicable Bankruptcy Law 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 Property and all claims as a creditor in connection with any of the foregoing) and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

8) **Insurance Proceeds**. All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property or any part thereof.

9) **Tax Awards**. All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

10) **Right to Appear**. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Lender in the Real Property or any part thereof and all awards and/or judgments received by Debtor from any source whatsoever.

11) **Accounts**. All cash on hand, bank accounts, accounts receivable, security deposits, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof.

12) **Indemnification**. 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 Property or any part thereof.

13) **Plans**. All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

14) **Proceeds**. All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Capitalized terms not defined herein are as defined in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party.

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1A:

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, BEING A PORTION OF LOT 1 OF BERMUDA & WARM SPRINGS COMMERCIAL CENTER, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 79 OF PLATS, PAGE 65, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9;
THENCE SOUTH 00°04'18" WEST, ALONG THE EAST LINE THEREOF, 291.94 FEET TO A POINT;
THENCE SOUTH 89°50'36" WEST, 391.80 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°50'36" WEST, 519.22 FEET;
THENCE NORTH 00°02'48" EAST, 242.08 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WARM SPRINGS ROAD (100' WIDE);
THENCE NORTH 89°51'09" EAST, ALONG SAID SOUTH LINE 519.33 FEET;
THENCE SOUTH 00°04'18" WEST, 242.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS ALSO SHOWN AS LOT 1-D ON THAT CERTAIN RECORD OF SURVEY ON FILE IN FILE 153, OF SURVEYS, PAGE 71, RECORDED JANUARY 20, 2006 IN BOOK 20060120 AS INSTRUMENT NO. 02803, AND AMENDED IN THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JULY 31, 2006 IN BOOK 20060731 AS INSTRUMENT NO. 03916 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED MAY 20, 2016 IN BOOK 20160520 AS INSTRUMENT NO. 01968 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 1B:

NON-EXCLUSIVE PERPETUAL EASEMENTS FOR PARKING AND PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED FEBRUARY 3, 2004 IN BOOK 20040203 AS DOCUMENT NO. 01641 OF OFFICIAL RECORDS.

PARCEL 1C:

NON-EXCLUSIVE PERPETUAL EASEMENTS FOR PARKING AND PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AUGUST 17, 2005 BOOK 20050817 AS DOCUMENT NO. 01740 OF OFFICIAL RECORDS.

PARCEL 1D:

NON-EXCLUSIVE PERPETUAL EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, UTILITIES AND PARKING PURPOSES, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AUGUST 14, 2006, IN BOOK 20060814 AS DOCUMENT NO. 02656 OF OFFICIAL RECORDS.