



BK 1427 PG 181-184



MISC 2002 05059

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAR -6 AM 11:27

RECEIVED

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FEE 25 FB 38-91920
BKP _____ C/O _____ COMP HA
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WHEN RECORDED MAIL TO:
American National Bank
90th & Dodge Branch
8990 W Dodge Road
Omaha, NE 68114

FOR RECORDER'S USE ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated March 13, 2002, is made and executed among Recorp Investments, LLC, a Nebraska limited liability company; 2307 N 134th ST; Omaha, NE 68164 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and American National Bank, 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Douglas County, State of Nebraska:

Lot 6 and the East 66 feet of Lot 7, Block 20, West Benson, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

The Real Property or its address is commonly known as 8941 Miami ST, Omaha, NE 68114.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Collateral, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Collateral.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

Compliance with Environmental Laws. Indemnitor shall cause the Collateral and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Collateral or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other

29 ALC 0151006510

HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: 182117

Page 3

by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Collateral. The word "Collateral" means all of Indemnitor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or wastes identified by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Collateral, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED MARCH 13, 2002.

BORROWER:

RECORP INVESTMENTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

By: Colleen J. Bull, Manager of Recorp Investments, LLC, a Nebraska limited liability company

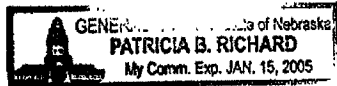
LENDER:

x Michael T. Phelps, VP Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)) SS) COUNTY OF Douglas)

On this 21 day of February, 2002, before me, the undersigned Notary Public, personally appeared Colleen J. Bull, Manager of Recorp Investments, LLC, a Nebraska limited liability company, and known to me to be partner or designated agent of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.



By Patricia B. Richard Notary Public in and for the State of NE Residing at Omaha My commission expires 1-15-05



BK 1427 PG 189-191



MISC 2002 05063

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAR -6 AM 11:48

RECEIVED

A MISC
3/2

FEE 16.00 FB 58-41920
BKP _____ C/O _____ COMP BW
DEL _____ SCAN UR FV _____

REQUEST FOR NOTICE OF DEFAULT

The undersigned hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under the Trust Deed filed for record as follows:

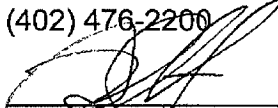
Date Filed: January 11, 2002
Trustor(s): Recorp Investments, LLC, a Nebraska limited liability company.
Trustee: American National Bank
Beneficiary: American National Bank
Filing Info: Book 6924 Page 492
Legal Description: See Exhibit "A" attached hereto.
County: Douglas

be mailed to the following:

1. United States Government Small Business Administration, 11145 Mill Valley Road, Omaha, Nebraska 68154;
2. Nebraska Economic Development Corporation, 2631 "O" Street, Lincoln, Nebraska 68510;
3. McHenry, Haszard, Hansen, Roth & Hupp, P. O. Box 82426, Lincoln NE 68501-2426.

Dated this 29th day of January, 2002.

By: McHenry, Haszard, Hansen, Roth & Hupp
P. O. Box 82426
702 Lincoln Square Bldg. 121 So. 13th
Lincoln NE 68501
(402) 476-2200

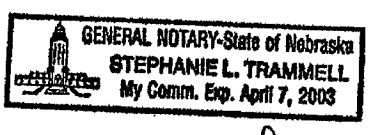
By: 
BRAD ROTH
NSBA# 16924

29 ALC 0151006310

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

Before me, a qualified Notary Public, personally appeared Brad Roth, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal on January 29th, 2002.



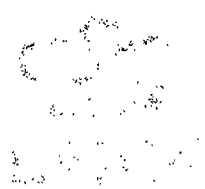
Stephanie Trammell
NOTARY PUBLIC

My Commission Expires April 7, 2003

EXHIBIT "A"

BENSON DEM

Lot 6 and the East 66 Feet of Lot 7, Block 20, West Benton, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska





BK 1427 PG 192-194



MISC 2002 05064

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAR -6 AM 11:50

RECEIVED

Misc

FEE 16.00 FB 58-41920
3/2 BKP _____ C/O _____ COMP EW
A DEL _____ SCAN CR FV _____

REQUEST FOR NOTICE OF DEFAULT

The undersigned hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under the Trust Deed filed for record as follows:


Date Filed: March 6th, 2002
Trustor(s): Recorp Investments, LLC, a Nebraska limited liability company.
Trustee: American National Bank
Beneficiary: American National Bank
Filing Info: Book 2020 Page 320
Legal Description: See Exhibit "A" attached hereto.
County: Douglas

be mailed to the following:

1. United States Government Small Business Administration, 11145 Mill Valley Road, Omaha, Nebraska 68154;
2. Nebraska Economic Development Corporation, 2631 "O" Street, Lincoln, Nebraska 68510;
3. McHenry, Haszard, Hansen, Roth & Hupp, P. O. Box 82426, Lincoln NE 68501-2426.

Dated this 9th day of March, 2002.

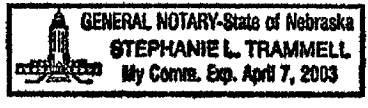
By: McHenry, Haszard, Hansen, Roth & Hupp
P. O. Box 82426
702 Lincoln Square Bldg. 121 So. 13th
Lincoln NE 68501
(402) 476-2300

By: 
BRAD ROTH
NSBA# 16924

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

Before me, a qualified Notary Public, personally appeared Brad Roth, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal on January 29th, 2002.



Stephanie L. Trammell
NOTARY PUBLIC

My Commission Expires April 7, 2003

EXHIBIT "A"

**Lot 6 and the East 66 Feet of Lot 7, Block 20, West ^{Benson DEN} Benton, an
Addition to the City of Omaha, as surveyed, platted and
recorded in Douglas County, Nebraska**



MTG 2007042117



APR 16 2007 14:00 P 11

[This Space is for Recording Data]

Received - DIANE L. BATTIATO
Registrar of Deeds, Douglas County, NE
4/16/2007 14:00:14.78



2007042117

TRUST DEED

THIS TRUST DEED is made this 12th day of November 2004, by and between Colleen J. Bull and ReCorp Investments, LLC (hereinafter "Trustor") whose mailing address is: 2307 N. 134 Street, Omaha, Nebraska 68164, the Trustee, Aimee J. Haley, Attorney at Law licensed in the State of Nebraska (hereinafter "Trustee"), whose mailing address is: 11440 West Center Road, Omaha, Nebraska 68144, and the Beneficiary, Eugene Graves and Linda Graves, husband and wife, whose mailing address is: 11920 Burt Street, Suite 165, Omaha, Nebraska 68154 (hereinafter "Lender").

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Lender, under and subject to the terms and conditions hereinafter set forth, the real property, described as follows (the "Property"):

All of Lot 6 and the East 66 feet of Lot 7, West Benson, in Douglas County, Nebraska, Block 20

together with all existing or subsequently erected or affixed buildings, improvements, fixtures, easements, rights, privileges and appurtenances located thereon or in anywise pertaining thereto, and reversions and remainders thereof; all proceeds of the conversion voluntary or involuntary, or any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and such personal property that is attached to the improvements so as to constitute a fixture, including, but not limited to, heating and cooling equipment; and together with the homestead or marital interests, if any, which interest are hereby released and waived; all of which, including replacements and additions thereto, is hereby declared to be a part of the real estate secured by the lien of this Trust Deed and all of the foregoing being referred to herein as the "Property" or "Trust Estate".

FOR THE PURPOSE OF SECURING:

A. The payment of indebtedness in the total principal amount of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00), with interest thereon, as evidenced by that certain Trust Note of even date (the "Note"), with a maturity date of November 1, 2006,

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

15050

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56.00 FD 58-41920
BKP _____ C/O _____ CGRP _____
DEP _____ SCAN _____ FY _____



N/DEF 2007110902



SEP 28 2007 14:36 P 1

N/DEF

FEE 30.00 FB 58-01323

SEXP _____ C/O _____ COMP *BCW*

DEL _____ SCAN _____ FV _____

[This Space Above is for Recording Data]

NOTICE OF DEFAULT

TO: Colleen J. Bull and ReCorp Investments, LLC
2307 North 134th Street
Omaha, Nebraska 68164

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/28/2007 14:36:47.60
 2007110902

YOU ARE HEREBY GIVEN NOTICE OF DEFAULT under a Deed of Trust executed on November 12, 2004, by Colleen J. Bull and ReCorp Investments, LLC, Trustor, in favor of Aimee J. Haley as Trustee and Eugene Graves and Linda Graves as Beneficiary, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, and filed on April 16, 2007, as Instrument No. 2007042117, of the Mortgage Records of Douglas County, Nebraska. Said Deed of Trust conveys the following legally described real property:

RUSH

All of Lot 6 and the East 66 feet of Lot 7, Block 20, West Benson, a subdivision in Douglas County, Nebraska (hereafter the "Property"). *K/A UNITS 1-34 INCLUSIVE AND UNITS G1 - G16 INCLUSIVE OF ASPEN CONDOMINIUMS.*

Trustor is in default under the terms of the Deed of Trust by virtue of the non-payment of the "Indebtedness" when due under the Note and Deed of Trust. In addition, Trustor is hereby obligated to the Successor Trustee for all fees and costs associated with this default and recoverable pursuant to Nebraska Revised Statute § 76-1012, as well as interest on the "Indebtedness" as it continues to accrue.

By virtue of said default and based on the direction of the Beneficiary, Trustee, Aimee J. Haley, has determined to sell or cause to be sold the trust property to satisfy the obligation referred to above.

Dated this 18 day of September 2007.

AIMEE J. HALEY, TRUSTEE,

By: *Aimee J. Haley*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18 day of September 2007, before me, a Notary Public in and for said county and State, personally came Aimee J. Haley as Trustee, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as Trustee.

Witness my hand and notarial seal the day and year last above written.

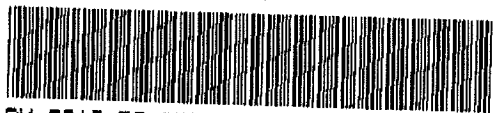
GENERAL NOTARY - State of Nebraska
ELIZABETH M. FULLENKAMP
My Comm. Exp. Jan. 26, 2009

Seal

Elizabeth M. Fullenkamp
Notary Public

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482

(C)



BK 0219 PG 056-057



UCC 2002 00197

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAR -6 AM 11:29

RECEIVED

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

U.C.C. Recording Cover Sheet

A ^{UCC}
²
^{attach}
 FEE 6.00 FB 58-41920
 BKPG _____ C/O _____ COMP ✓
 DEL _____ SCANNER ✓ FV NO

Legal Description:
(If not contained in instrument)

Return to:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):
**Recorp Investments, LLC, a Nebraska limited liability company (TIN: 47-0845973)
2307 N 134th ST
Omaha, NE 68164**

2. Secured Party(ies) Name(s) and Address(es):
**American National Bank
8990 W Dodge Road
Omaha, NE 68114
Federal I.D. No. 47-0486526**

4. For Filing Officer: Time, Date No., Filing Office

5. This Financing Statement Covers the Following Types (or Items) of Property:
All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

6. To be Recorded in Real Estate Mortgage Records

Proceeds-- Products of the Collateral are also Covered:

7. Description of Real Estate:
Lot 6 and the 66 feet of Lot 7, Block 20, West Benson, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

8. Name(s) of Record Owner(s): }

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state, or
 which is proceeds of the following described original collateral which was perfected:

9. Assignee(s) of Secured Party and Address(es)

By Colleen O'Neil
Signature(s) of Debtor(s)

American National Bank
By Michael T. Phelps, VP
Signature(s) of Secured Party(ies)

**FILING OFFICER COPY--ALPHABETICAL
FORM 801**

29 ALG 0181006510



UCC 2007018798



FEB 16 2007 10:16 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/16/2007 10:16:41.98



2007018798

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

U.C.C. Recording Cover Sheet

U.C.C./CON'T FEE 10⁵⁰ FB 58-41920
3 PGS. BKPG _____ C/O _____ COMP MB
1 ATTACHMENTS DEL _____ SCAN _____ FV _____
2 LOTS / SECTIONS

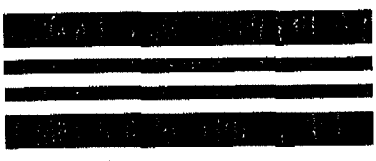
Legal Description:
(If not contained in instrument)

Return to:

AMNBI

Check Number

25095



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Corey Burd (712) 242-3348

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

American National Bank
 8990 W Dodge Rd
 Omaha NE 68114

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 Book 0219 Page 056-057

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

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

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

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 AMERICAN NATIONAL BANK

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA
 Recorp Investments LLC

2ND
15T

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

Book 0219 Page 056-057

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 8 on Amendment form)

12a. ORGANIZATION'S NAME		
American National Bank		
OR	12b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor
 — Recorp Investments LLC
 P.O. Box 540184
 Omaha, NE 68154-0184

Lot 6 and the East 66 feet of Lot 7, Block 20, West Benson, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska



BK 1427 PG 198-200

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAR -6 PM 12: 14



MISC 2002 05066

RECEIVED

MISC
3/2
A

LEASE AGREEMENT

FEE 16.00 FB 58-41920
CKP _____ C/O _____ COMP. B
DEL _____ SCAN J FY _____

Agreement of Lease, executed this 1st day of November, 2001, between ReCorp Investments, LLC, referred to as Landlord, and ReCorp Corporate Relocation Services, Inc., referred to as Tenant, whether one or more.

The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the premises known as 8941 Miami Street, Omaha, Nebraska 68134, Lot 6 and the East 66 feet of Lot 7, Block 20, West Benson in Douglas County, to be used as Corporate Suites.

Said Lease Agreement shall commence on January 1, 2002 and end on December 31, 2022 with the Tenant paying to the Landlord for rent the sum of Twelve Thousand Dollars (\$12,000) monthly on the first day of each month.

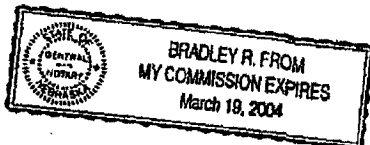
The Tenant to pay all utilities, real estate taxes, insurance, repairs and maintenance.

It is agreed that the terms of this agreement are contractual and not mere recital and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

Colleen J. Bull November 6, 2001
Colleen J. Bull, President
ReCorp Corporate Relocation Services, Inc., Tenant

Colleen J. Bull November 6, 2001
Colleen J. Bull, President
ReCorp Investments, LLC, Landlord

Bradley R. From
Notary Public State of NEBRASKA
County of DOUGLAS



29 ALC 0157006510

Witness our hand and seals this 30th day of January, 2002.

**ReCorp Investments, LLC,
a Nebraska Limited Liability Company,
Lessor**

By: Colleen J. Bull, Manager
Colleen J. Bull, Manager

**Recorp Corporate Relocation Services, Inc.,
A Nebraska Corporation, Lessee**

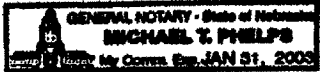
By: Colleen J. Bull, President
Colleen J. Bull, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

Before me, a qualified Notary Public, personally appeared Colleen J. Bull known to me to be the President of Recorp Corporate Relocation Services, Inc. and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was affixed thereto by its authority.

Witness my hand and Notarial Seal on this 30 day of January, 2002.



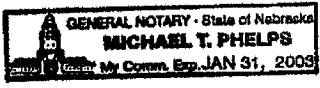
Michael T. Phelps
NOTARY PUBLIC

My Commission Expires 1-31-03

STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of January, 2002, by Colleen J. Bull, as Manager on behalf of ReCorp Investments, LLC, on behalf of said entity.

Witness my hand and Notarial Seal on this 30 day of January, 2002.



Michael T. Phelps
NOTARY PUBLIC

My Commission Expires 1-31-03





BK 1427 PG 227-232



MISC 2002 05070

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAR -6 PM 12: 25

RECEIVED

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BKP _____ C/O _____ COMP SW
DEL _____ SCAN LR FV _____

(Unconditional Reassignment)

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between ReCorp Investments, LLC, a Nebraska Limited Liability Company (Lessor--hereinafter called "Borrower"); and Recorp Corporate Relocation Services, Inc., a Nebraska Corporation (hereinafter called "Lessee"); and Nebraska Economic Development Corporation (hereinafter called "Assignee");

Witnesseth:

Whereas, Borrower has heretofore leased to Lessee certain real property by lease dated November 6, 2001, said lease or a memorandum of said lease recorded at Book 1427 Page 198, of the records of County of Douglas, State of Nebraska, for a term of Twenty (20) years, and described as follows:

See Exhibit "A" Attached hereto

described in the lease set forth in the previous paragraph.

And, Whereas, Assignee has authorized the making of a loan to Borrower in the amount of Six Hundred Seventy One Thousand Dollars (\$671,000.00) Dollars due and

JA ALK 0157006518

payable on or before March 1, 2022.

And, Whereas, such loan is for the benefit of both Borrower and Lessee, in that the funds are to be used for the benefit of the business conducted on the leased premises;

Now, Therefore, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower, with the consent of Lessee, hereby Assigns, Transfers and Conveys unto Assignee the lease above described, To Have and To Hold the same for and during the remainder of the term mentioned in the lease, all renewals and extensions of said term.

A. Borrower and Lessee further Covenant and Agree:

1. Lessee is not now in default in the performance of lease; and Borrower and Lessee will each perform the covenants and conditions required of them by said lease for the term of said lease.
2. Except as otherwise herein permitted, Borrower and Lessee will not, alone or by agreement between them, modify or terminate said lease without consent of Assignee.
3. In the event of default by Borrower under the terms of said lease, Lessee shall have the right to terminate said lease in accordance with its terms, Provided, However, Lessee shall first give Assignee 60 days written notice of such default and the right, at the option of Assignee, during such period, to cure such default; and during such period, Lessee will take no action to enforce its claim arising from such default without Assignee's consent.
4. In the event of any default by Borrower in the performance of any of the obligations of their note to Assignee evidencing the aforesaid loan, any renewal

or extension thereof, or any other agreement made in connection therewith, including his agreements herein, then, Assignee, at its option, may, without notice, terminate said lease upon 60 days notice to the Lessee or assign said lease and Borrower's rights therein to parties satisfactory to Assignee, and upon assignment, the obligations of said lease shall be binding on said transferee.

In the event Assignee shall make transfer of said lease as provided in the above paragraph, Assignee will cure all defaults in said lease.

Assignee shall have the right at any time, and even though no default shall have occurred under the note of Borrower, to collect and receive the Rents of the Lease set forth above. Assignee shall have the right, at any time, to direct Lessee to make all rent payments directly to Assignee or Assignee's agent.

B. Lessee agrees to, and does hereby, subordinate any lien he may, now or hereafter, have on the property of Borrower, that is now or hereafter security for the aforesaid loan, to Assignee's lien or liens on said property and to Assignee's rights herein.

C. Borrower hereby represents and warrants that title to said leased premises is held by him in fee simple and that he has full power and authority to enter into this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

E. This Assignment of Real Estate Lease and Agreement may be transferred and assigned to the United State Small Business Administration.

F. Assignment of said lease may be reassigned in whole or in part to Borrower and any such reassignment is agreed to be accepted by Borrower.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- (b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity for local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Witness our hand and seals this 30th day of January, 2002.

**ReCorp Investments, LLC,
a Nebraska Limited Liability Company,
Lessor**

By: Colleen J. Bull, Manager
Colleen J. Bull, Manager

**Recorp Corporate Relocation Services, Inc.,
A Nebraska Corporation, Lessee**

By: Colleen J. Bull, President
Colleen J. Bull, President

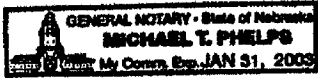


ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

Before me, a qualified Notary Public, personally appeared Colleen J. Bull known to me to be the President of Recorp Corporate Relocation Services, Inc. and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was affixed thereto by its authority.

Witness my hand and Notarial Seal on this 30 day of January, 2002.



Michael T. Phelps
NOTARY PUBLIC

My Commission Expires 1-31-03

STATE OF NEBRASKA)
)ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of January, 2002, by Colleen J. Bull, as Manager on behalf of ReCorp Investments, LLC, on behalf of said entity.

Witness my hand and Notarial Seal on this 30 day of January, 2002.



Michael T. Phelps
NOTARY PUBLIC

My Commission Expires 1-31-03

EXHIBIT "A"

Lot 6 and the East 66 Feet of Lot 7, Block 20, West Benson,
an Addition to the City of Omaha, as surveyed, platted and
recorded in Douglas County, Nebraska