



UCC 2007086241



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THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECO

U C C Recording Cover Sheet

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/30/2007 11:42:25.37

2007086241

UCC
8 PGS
6 ATTACHMENTS
1 LOTS / SECTIONS

Legal Description:
(If not contained in instrument)

Return To: #35

Check Number

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Stephen F. Katz, Esq. Greenberg Traurig, P.A. 401 East Las Olas Boulevard, Suite 2000 Fort Lauderdale, Florida 33301	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME OMAHA HOSPITALITY, LLC					
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5847 San Felipe, Suite 4650		CITY Houston	STATE TX	POSTAL CODE 77057	COUNTRY USA
1d. TAX ID #: SSN OR EIN 20-3754236	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE4057175 <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME GENERAL ELECTRIC CAPITAL CORPORATION					
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 16479 Dallas Parkway, Suite 500		CITY Addison	STATE TX	POSTAL CODE 75001	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOLR	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) [ADDITIONAL FEE] [optional]		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

Public Records of Douglas County, Nebraska

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

301092

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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 OMAHA HOSPITALITY, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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:

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

16. Additional collateral description:

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 — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

SCHEDULE I

All machinery, equipment, fixtures and other property of every kind and nature whatsoever owned by Debtor or in which Debtor has or shall acquire an interest, now or hereafter located in, upon or about or otherwise concerning the real property described in Exhibit "A" annexed hereto and incorporated herein by reference (the "Land"), and together with all other property set forth in Exhibit "B" annexed hereto and incorporated herein by reference. Debtor is the fee owner of the Land.

EXHIBIT "A"

Legal Description

Omaha

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Exhibit "A"

Legal Description

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

Parcel I:

Lot 1, Embassy Suites Subdivision, an Addition to the City of Omaha, Douglas County, Nebraska, recorded in Misc. Book 1195 at Page 46 of the Douglas County Records.

Parcel II:

Easement for the benefit of Parcel I as created by 'Signage Easement Agreement' filed August 14, 1997 in Misc. Book 1219 at Page 371 and Amended and Restated Signage Easement Agreement filed November 26, 2001 in Book 1409 at Page 667, of the Douglas County records.

EXHIBIT "B"

a. all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (as defined on Schedule I) (the "Improvements"; the Improvements and Land are sometimes hereinafter collectively referred to as the "Premises");

b. all materials, supplies, appliances, equipment (as such term is defined in the Uniform Commercial Code of the State of Nebraska (the "UCC")), apparatus and other items of personal property now owned or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures");

c. all goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Premises, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Premises (the "Personalty");

d. all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Premises;

e. all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof;

f. all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Premises, together with all related security and other deposits (the "Leases");

g. all of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Premises (the "Rents");

h. all other revenues, receipts, income, accounts and other receivables arising under, out of, in connection with or related to the Premises and including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profit from the use or occupancy of guest rooms, meeting rooms, food and beverage facilities, other public facilities, vending machines, telephone and television systems, guest laundry, sundry shop, gift

Omaha

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shop, pool, golf course and exercise facilities, the provision or sale of food, beverages or other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels published by the International Association of Hospitality Accountants as revised from time to time, and all rights to payment from any consumer credit charge card organization or entity such as or similar to the organizations or entities that sponsor and administer the American Express, Visa and MasterCard cards (collectively, "Income"), it being the intention of this document that Secured Party shall have a continuing security interest in the Rents and Income pursuant to 11 U.S.C. Section 552(b) after the commencement of any proceeding under the Bankruptcy Code involving Debtor,

i. all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Premises (including, without limitation, the License Agreement and the Property Management Agreement referenced in the loan documents between Debtor and Secured Party);

j. all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

k. all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;

l. all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;

m. all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Premises; and

n. any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.

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