

NUM PGS 7  
DOC TAX \_\_\_\_\_ CK# \_\_\_\_\_  
FEES 12.50 PD \_\_\_\_\_ CK# \_\_\_\_\_  
CHG 12.50 ACCT# 025 ✓  
RET FEES: \_\_\_\_\_ CASH \_\_\_\_\_  
P & M FUND \_\_\_\_\_ GEN FUND 12.50  
REC'D Ten-Southern Title  
RETURN Southern Title  
Hastings NE 68901



ADAMS COUNTY, NE  
FILED  
INST. NO. 20151220

Date 4-20-15 Time 4:11 PM

*Conie M. Hinton*  
REGISTER OF DEEDS

NUM Hastings Industrial Park West  
RD. COMP X BM 4:23  
COMPARE ✓ ah  
CADAS - COMP -

RESERVED FOR REGISTER OF DEEDS RECORDING SPACE  
ADAMS COUNTY NE

Date 4-20-15 Time 4:11 PM

*Connie M. Hixson*  
REGISTER OF DEEDS

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
98642433 - 390070 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Nebraska (Adams)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**20101698 05/05/2010**

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 <b>Bubba Foods, LLC</b>				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

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 <b>Wells Fargo Bank, National Association</b>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor: **Bubba Foods, LLC** 98642433

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20101698 05/05/2010	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME Wells Fargo Bank, National Association	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate:
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:

ATTACHMENT TO UCC-1 FINANCING STATEMENT

Exhibit A

**Debtor:** Bubba Foods, LLC  
4339 Roosevelt Boulevard, Suite 400  
Jacksonville, Florida 32210  
Attn: William H. Morris, President/CEO

**Secured Party:** Wells Fargo Bank, National Association  
225 Water Street, 2nd Floor (MAC Code: Z3055-022)  
Jacksonville, Florida 32202  
Attn: Linda D. Coley, SVP

The Collateral

This Financing Statement covers the following collateral of Debtor to the extent owned by Debtor or in which Debtor has an interest (to the extent of such interest) (the "Property");

(a) all Debtor's right, title and interest in and to those certain tracts, pieces or parcels of land in the Adams County, Nebraska more particularly described in Exhibit B attached hereto and made part hereof (the "Land");

(b) the Lease Agreement, dated April 1, 2010 between Debtor and the City of Hastings, Nebraska ("Issuer") ("Lease Agreement") and all of Debtor's rights and interests under the Lease Agreement, including the rights under any options (including options to purchase the Land) granted by the Issuer to Debtor therein;

(c) all of Debtor's right, title and interest in and to all buildings, structures and improvements of every nature whatsoever now or hereafter owned by Debtor and situated on the Land (collectively, the "Improvements"), and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, water heaters, air conditioning apparatus, refrigerating plants, refrigerators, freezers, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, machinery, appliances, vehicles (excluding Debtor's personal automobiles, if any), building supplies and materials, warranties and other rights under construction service and other contracts, books and records, inventory, equipment, fixtures and accessions, chattels, chattel paper (whether tangible or electronic), instruments (including without limitation promissory notes), documents, accounts, deposit accounts, farm products, goods (including without limitation inventory, equipment, fixtures and accessions), consumer goods, and general intangibles (including without limitation payment

intangibles and software), investment property, letter of credit rights, letters of credit, money, supporting obligations, as extracted collateral, timber to be cut and all personal property of every kind and nature whatsoever now or hereafter owned or leased by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, after acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all tradenames, trademarks, servicemarks, logos and goodwill related thereto which in any way now or hereafter belong to Debtor and relate or appertain to the Property or any part thereof or are now or hereafter acquired by Debtor; and all inventory, equipment, fixtures and accessions, chattels, chattel paper (whether tangible or electronic), instruments (including without limitation promissory notes), documents, accounts, deposit accounts, farm products, goods (including without limitation inventory, equipment, fixtures and accessions), consumer goods and general intangibles (including without limitation payment intangibles and software), investment property, letter of credit rights, letters of credit, money, supporting obligations, as extracted collateral, timber to be cut and all personal property of every kind and nature whatsoever constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in the Leasehold Deed of Trust, Security Agreement and Fixture Financing Statement, dated April 1, 2010 between Debtor, as trustor, Wells Fargo Bank, National Association, as trustee, and Secured Party, as beneficiary ("Deed of Trust") and to be secured by the Deed of Trust. The location of the above described collateral is also the location of the Land;

(d) all of Debtor's right, title and interest in and to all easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or leased or hereafter acquired by Debtor;

(e) all right, title and interest of Debtor in and to cash, if any from time to time on deposit in any project or sinking fund, created by any bond document created in connection with the City of Hastings, Nebraska Industrial Development Revenue Bonds (Bubba Foods, LLC Project), Series 2010 ("Bond Documents"), and investments, if any, from time to time held for credit of any project or sinking fund and investment income earned on such investments, subject to the rights of Debtor and the Issuer under the Lease

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Agreement and the other Bond Documents to have amounts in the project funds applied as provided in the Lease Agreement and in the Bond Documents; and

(f) all income, rents, issues, profits and revenues of the Property from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same; reserving only the right of Debtor to collect the same so long as no event of default has occurred and is continuing under the Deed of Trust.

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Exhibit B

**Legal Description**

All of Lots Three (3), Four (4), Five (5), and Six (6), Ten (10), Eleven (11) and Twelve (12), all in block One (1), Hastings Industrial Park West, in the City of Hastings, Adams County, Nebraska, according to the recorded plat thereof.

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