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FILED SARPY CO. NE.
 INSTRUMENT NUMBER
2014-08746
 2014 Apr 30 01:03:48 PM
Sheryl J. Rowland
 REGISTER OF DEEDS



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Raquel L. Smith (315) 218-8641

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

BOND, SCHOENECK & KING, PLLC
One Lincoln Center
Syracuse, New York 13202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
RM9A Holdings, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3949 Forest Parkway, Suite 100 **Wheatfield** **NY** **14120** **USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
KeyBank National Association

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
66 South Pearl Street **Albany** **NY** **12207** **USA**

4. COLLATERAL: This financing statement covers the following collateral:
See Addendum to UCC-1 attached hereto

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Sarpy County, NE

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME RM9A Holdings, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest): See Exhibit A attached hereto</p>	<p>14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate: See Exhibit B attached hereto</p>
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17. MISCELLANEOUS:

UCC Financing Statement Continuation Sheet
Debtor: RM9A HOLDINGS, LLC
Secured Party: KEYBANK NATIONAL ASSOCIATION



EXHIBIT A

Description of Real Property to Which Collateral Relates

THE PREMISES REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

Lot 4 in Harrison Heights, an Addition to the City of LaVista, as surveyed, platted and recorded, in Sarpy County, Nebraska;

Together with non-exclusive easement rights appurtenant thereto for storm water, ingress and egress established by the Plat and Dedication of Harrison Heights recorded December 30, 2009, as Instrument No. 2009-40933 of the Records of Sarpy County, Nebraska.

EXHIBIT B

Description of Collateral

This financing statement covers the following types or items of property:

(Any capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Loan Agreement that is being executed concurrently herewith between Debtor, as Borrower, and Secured Party, as Lender and the Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing that is being executed concurrently herewith between Debtor, as Grantor, and Secured Party, as Beneficiary (the *“Deed of Trust”*) with respect to the real property described on EXHIBIT A and recorded in the county where such real property is located.)

All buildings, structures, appurtenances, improvements, equipment, machinery, fixtures, goods, accounts, general intangibles, documents, deposit accounts, instruments and chattel paper, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the real property described in EXHIBIT A (the *“Premises”*), including, without limitation:

1. All buildings, structures and improvements now located or later to be constructed on the Premises (collectively, the *“Improvements”*); together with
2. All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and the Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with
3. All existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, and any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith; together with
4. All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with
5. All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises or Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment and manufacturers warranties; together with

6. All building materials, equipment, work in process and other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with
7. All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not and any other bank accounts of Debtor; together with
8. All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), that arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally and any builder's or manufacturer's warranties with respect thereto; together with
9. All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with
10. All of Debtor's right, title and interest in and to any swap transaction or interest rate agreement or interest rate hedging program through the purchase by Debtor from Secured Party of an interest rate swap, cap, or such other interest rate protection product (an agreement evidencing any such arrangement, an "**Interest Rate Agreement**"), all whether now or hereafter entered into by Debtor with respect to the Loan, including, without limitation, any and all amounts payable to Debtor, any deposit account or accounts with Secured Party in the name of Debtor for deposit of payments to Debtor in connection with any Interest Rate Agreement or swap transaction, and any and all funds now or hereafter on deposit therein; together with
11. All of Debtor's right, title and interest in and to any and all units, declarant rights, and any other rights relating to the Premises or Improvements, whether now existing or subsequently arising, under any covenants, conditions, or restrictions affecting the Premises or laws now existing or subsequently arising relating to condominiums; together with
12. All of Debtor's rights in (i) all agreements, plans and specifications, Licenses (defined below), and drawings heretofore or hereafter entered into or prepared relating to the construction, ownership, maintenance, operation, management, leasing or use of the Premises or Improvements, including, without limitation, contracts, commitments, equipment leases, governmental permits, architectural and

engineering plans, specifications and drawings, approvals and reports, (ii) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clause (i), (iii) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clauses (i) through (ii); together with

13. All of Debtor's rights in (i) all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements, and (ii) all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Debtor (the "*Licenses*"); together with
14. All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory; together with
15. All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with respect to any property described therein that is real property or that the parties have agreed to treat as real property. Nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court at any time holds that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including, but not limited to, the United States Government and any agencies thereof, be filed in the office wherein this financing statement is filed. Debtor and Secured Party acknowledge and agree that neither the grant of the security interest provided in the Deed of Trust nor the filing of this financing statement shall be construed as in any way derogating the parties' hereby stated intention that everything used in connection with the production of income from the Premises or adapted for use therein or that is described or reflected in this UCC Financing Statement is and at all times shall be regarded for all purposes as part of the Premises and shall, to the fullest extent allowed by law, be treated as real property.