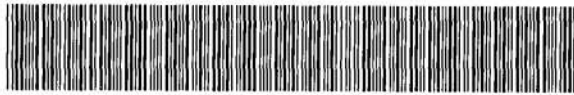




UCC 2013000636



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12.00 OC-30728
BReceived - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/3/2013 12:20:43.33

2013000636

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

☐ DEATH CERTIFICATE COVER SHEET

LEGAL DESCRIPTION _____

LOT(S): _____

BLOCK: _____

ADDITION: _____

☒ UCC COVER SHEET☒ UCC (NEW, CONTINUATION, ASSIGNMENT, AMENDMENT, CORRECTION)☐ RELEASE OF UCC☐ TERMINATION OF UCC☒ ATTACHMENTS - QTY. 4

-16-

12-116186

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] H. Daniel Smith 402-501-8130	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> H. Daniel Smith 8712 West Dodge Road Suite 400 Omaha, NE 68114 </div>	
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 RM10 HOLDINGS, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3949 Forest Parkway, Suite 100				
CITY Wheatfield		STATE NY	POSTAL CODE 14120	COUNTRY US
1d. TAX ID #: SSN OR EIN 46-0872381	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION NE	1g. ORGANIZATION ID #, if any <div style="text-align: right;"><input checked="" type="checkbox"/> NONE</div>

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 <div style="text-align: right;"><input checked="" type="checkbox"/> NONE</div>

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 Great Western Bank				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 14545 W. Center Road				
CITY Omaha		STATE NE	POSTAL CODE 68144	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

THOSE ITEMS OF COLLATERAL DESCRIBED IN EXHIBIT A ATTACHED HERETO, SOME OF WHICH ARE OR MAY BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED IN EXHIBIT B ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOLR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. X 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) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 (ADDITIONAL FEE) (optional)
8. OPTIONAL FILER REFERENCE DATA For filing in Douglas County, Nebraska	

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

RM10 Holdings, 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 EINADD'L INFO RE
ORGANIZATION
DEBTOR**11e. TYPE OF ORGANIZATION****11f. JURISDICTION OF ORGANIZATION****11g. ORGANIZATIONAL ID#, if any**☒ 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 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:**SEE EXHIBIT B ATTACHED HERETO FOR A
COMPLETE DESCRIPTION OF THE REAL PROPERTY**16. Additional collateral description****15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):**DEBTOR IS RECORD OWNER OF THE REAL
ESTATE DESCRIBED IN EXHIBIT B.**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)

EXHIBIT A TO UCC-1

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (hereinafter referred to as the "Mortgaged Property"):

(a) The real property situated in the City of Elkhorn, County of Douglas, State of Nebraska, described in Exhibit B which is attached hereto and incorporated herein by reference (the "Land"), and all estates and rights of Debtor in and to the Land, together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (A) all streets, roads and public places, alleys, easements, rights-of-way, public or private, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, now or hereafter used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (D) all water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Land; and (E) all development rights and credits and air rights (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land);

(c) All (i) plans and specifications for the Improvements, maps, surveys, studies, reports, permits, licenses, architectural, engineering, construction, management, maintenance, service and other contracts, books of account, insurance policies and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, purchase or operation of the Premises and the Accessories, (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness as such term is defined below), insurance policies, interest rate protection agreements, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof, (iii) accounts, deposits and deposit accounts arising from or relating to any transactions related to the Mortgaged Property (including Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents (as such term is defined below) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories, (vi) all of Debtor's interest in all leases now or hereafter existing with respect to all or any portion of the Premises, all of the rents, issues and profits of the Mortgaged Property or arising from the use of enjoyment of all or any portion thereof, all security deposits arising from the use of enjoyment of all or any portion of the Mortgaged Property, and all utility deposits made to procure and maintain utility services to the Mortgaged Property, or any portion thereof and other benefits of the Premises and the Accessories, (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed by or obtained therefrom, and the proceeds thereof, and (viii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, including software, which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) All (i) proceeds and products (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to above, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future, payable because of loss sustained to all or part of the Mortgaged Property (including premium refunds), whether or not such insurance policies are required by Secured Party, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets,

UCC -1

RM10 Holdings, LLC

200th and West Maple Road in Elkhorn, Nebraska.

curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests;

(e) All interests, estates or other claims or demands, in law and in equity, which the Debtor now has or may hereafter acquire in the Mortgaged Property and all right, title and interest hereafter acquired by Debtor in any greater estate in any of the foregoing; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above.

UCC -1
RM10 Holdings, LLC
200th and West Maple Road in Elkhorn, Nebraska.

EXHIBIT B TO UCC-1
LEGAL DESCRIPTION

Lot 10, in PINEY CREEK REPLAT, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska.

UCC -1
RM10 Holdings, LLC
200th and West Maple Road in Elkhorn, Nebraska.