

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) rlsmith@bsk.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bond, Schoenock & 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 RM10A Holdings, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 3949 Forest Parkway, Suite 100	CITY Wheatfield	STATE NY	POSTAL CODE 14120	COUNTRY 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 66 South Pearl Street	CITY Albany	STATE NY	POSTAL CODE 12207	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Addendum to UCC-1 attached hereto

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Douglas 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 ☐

OR	9a. ORGANIZATION'S NAME RM10A Holdings, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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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

OR	10a. ORGANIZATION'S NAME				
	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)

OR	11a. ORGANIZATION'S NAME			
	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):

See Exhibit B attached hereto

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto

17. MISCELLANEOUS:

UCC Financing Statement Continuation Sheet
Debtor: RM10A HOLDINGS, LLC
Secured Party: KEYBANK NATIONAL ASSOCIATION



EXHIBIT A

Description of Real Property to Which Collateral Relates

THE PREMISES REFERRED TO HEREIN ARE DESCRIBED AS FOLLOWS:

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

UCC Financing Statement Continuation Sheet
Debtor: RM10A HOLDINGS, LLC
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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 (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 that 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 any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed; 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 and any agreement (written or oral) between Mortgagor or its agents, and any tenant, lessee, occupant, licensee, guest or invitee pursuant to which Mortgagor, or its agent, agrees to permit such tenant, lessee, occupant, licensee, guest or invitee to park in or at the Project (each a ***"Lease"***, and collectively, the ***"Leases"***); 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 that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises or Improvements; together with

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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 any manufacturer's warranties with respect thereto; together with
6. All building materials, equipment, work in process and other personal property of any kind, whether stored on the Premises or elsewhere, that 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, all reserve accounts, impound accounts and any other bank accounts of Debtor relating to the Project or the operation thereof; 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), 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; together with
9. All insurance policies and the proceeds thereof pertaining to the Premises, Improvements or any other property described herein and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any 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 or any settlement in lieu thereof, 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

UCC Financing Statement Continuation Sheet
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11. All of Debtor's right, title and interest in and to (i) all agreements (except for Leases), commitments, and options now or hereafter existing with respect to the construction, ownership, maintenance, operation, management, or use of the Premises or Improvements, including the Property Management Agreement between Debtor and Calamar Management Group, LLC dated December _____, 2017; (ii) all plans, specifications, drawings, and reports now existing or hereafter prepared with respect to the Premises or Improvements including architectural and engineering plans, specifications and drawings, soils reports, environmental reports and all other property reports; (iii) the Project Licenses (hereinafter defined); (iv) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clauses (i) through (iii) herein and (v) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) now existing or hereafter entered into or provided with respect to any of the items described in clauses (i) through (iv); together with
12. All of Debtor's right, title and interest in and to (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 "**Project Licenses**"); together with
13. All books, records, and data pertaining to any and all of the property described above, however recorded, stored or maintained, including digital, electronic and computer-readable data and any computer hardware or software necessary to access and process such data; together with
14. All products, profits, rents, 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.