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Lancaster County, NE Assessor/Register of Deeds Office UCC

Pages: 7

**RECORDING REQUESTED BY:**  
LANDMARK TITLE ASSURANCE AGENCY  
OF ARIZONA LLC  
**AND WHEN RECORDED MAIL TO:**

ESCROW NO.: 6177749D

15/24

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## UCC FINANCING STATEMENT

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Yvette Stohler (317) 261-7902</b>
B. E-MAIL CONTACT AT FILER (optional) <b>ystohler@btlaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <b>Dennis A. Johnson</b>  <b>Barnes &amp; Thornburg LLP</b>  <b>11 S. Meridian Street</b>  <b>Indianapolis, IN 46204</b> </div>

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 <b>RED CAPITAL MANAGEMENT, LLC</b>						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>One East Washington Street, Suite 300</b>			CITY <b>Phoenix</b>	STATE <b>AZ</b>	POSTAL CODE <b>85004</b>	COUNTRY <b>USA</b>

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 <b>KEYBANK NATIONAL ASSOCIATION, as agent</b>						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>4910 Tiedeman Road</b>			CITY <b>Brooklyn</b>	STATE <b>OH</b>	POSTAL CODE <b>44144</b>	COUNTRY <b>US</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**See Exhibits A and B attached hereto and made a part hereof.**

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**Lancaster County Register of Deeds**

**DMS 4862071**

# 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 <b>RED CAPITAL MANAGEMENT, LLC</b>	
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
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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
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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:  
**Lancaster County Register of Deeds**

EXHIBIT A

Tract I:

Parcel 1:

Lot 5, Block 1, South Pointe Pavilions 1st Addition, Lincoln, Lancaster County, Nebraska.

Parcel 2:

Lot 6, Block 1, South Pointe Pavilions 1st Addition, Lincoln, Lancaster County, Nebraska.

Parcel 3:

Lot 7, Block 1, South Pointe Pavilions 1st Addition, Lincoln, Lancaster County, Nebraska.

Parcel 4:

Lot 8, Block 1, South Pointe Pavilions 1st Addition, Lincoln, Lancaster County, Nebraska.

Parcel 5:

Non-exclusive easements for pedestrian and vehicular ingress and egress, parking, utilities, drainage and encroachment as created by that certain Construction, Operation and Reciprocal Easement Agreement recorded June 3, 1998 as Instrument No. 98-26882, and as amended by Amendment and Release of Initial REA, filed July 9, 1999, as Instrument No. 99-38139, and further as amended by Amendment to Construction, Operation and Reciprocal Easement Agreement recorded August 16, 2002 as Instrument No. 2002-054426.

Parcel 6:

Together with non-exclusive easements for parking, vehicular and pedestrian ingress and egress, signs, utilities and storm drainage as contained in Declaration of Reciprocal Easements, Covenants and Restrictions, filed as Inst. No. 99-38137.

Parcel 7:

Together with a perpetual non-exclusive easement to dispose of storm water as created by that certain Southpointe Pavillion Drainage Easement and Covenants, filed as Instrument No. 98-26883.

Tract II:

Parcel 1:

Outlots A, B, and C, and Lot 3, Block 1, Southpointe Pavilions 3rd Addition, Lincoln, Lancaster County, Nebraska.

Parcel 2:

Lot 2, Block 1, Southpointe Pavilions 5th Addition, Lincoln, Lancaster County, Nebraska.

Parcel 3:

Lot 2, Block 1, Southpointe Pavilions 3rd Addition, Lincoln, Lancaster County, Nebraska.

SOPOPA1

SOPOPA3

SOPOPA5

Parcel 4:

Lot 1 and Outlot A, Southpointe Pavilions 6th Addition, Lincoln, Lancaster County, Nebraska.

Parcel 5:

Together with non-exclusive easements for parking, vehicular and pedestrian ingress and egress, signs, utilities and storm drainage as contained in Declaration of Reciprocal Easements, Covenants and Restrictions, filed as Inst. No. 99-38137.

Parcel 6:

Non-exclusive easements for pedestrian and vehicular ingress and egress, parking, utilities, drainage and encroachment as created by that certain Construction, Operation and Reciprocal Easement Agreement recorded June 3, 1998 as Instrument No. 98-26882, and as amended by Amendment and Release of Initial REA, filed July 9, 1999, as Instrument No. 99-38139, and further as amended by Amendment to Construction, Operation and Reciprocal Easement Agreement recorded August 16, 2002 as Instrument No. 2002-054426.

All estate, right, title and interest, claim or demand of Debtor, now owned or hereafter acquired, in and to the following:

(a) All buildings, structures and improvements now located or later to be constructed on the real estate described in Exhibit A attached to the Financing Statement to which this Exhibit B is attached (the "Premises") (the "Improvements") (the Premises and the Improvements being referred to herein as the "Project"); together with

(b) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, 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 any premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(c) All existing and future leases (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Premises or the Improvements), subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

(d) All real property and improvements on the Premises, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, 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

(e) 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 and 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; together with

(f) All building materials, equipment, work in process or 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

(g) 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; together with

(h) 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), which 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 builders' or manufacturers' warranties with respect thereto; together with

(i) All insurance policies and proceeds 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

(j) All of Debtor's rights in and to all Interest Rate Agreements; together with

(k) All of Debtor's rights, title, interests, estate, privileges, benefits and remedies under that certain Development Agreement (SouthPointe Pavilions Reconfiguration) among the City of Lincoln, Nebraska (the "City"), Debtor and Powder Mountain, L.L.C. ("Powder Mountain"), executed by the City on February 25, 2016, Debtor on March 14, 2016 and Powder Mountain on March 15, 2016, as the same has been or may be modified, amended or restated, and that certain Combined Special Permit/Use Permit No. 11H adopted by the City on February 22, 2016; together with

(l) 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

(m) All accounts, contract rights and rights to payments arising out of the operation of the Premises or the Improvements, including, but not limited to, payments for the operation or use of the Premises or the Improvements, for goods sold or leased on the Premises or the Improvements, for food or beverages sold on the Premises or the Improvements, for any entertainment offered on the Premises or the Improvements, for services rendered, whether or not earned by performance, for the rental, sale or use of any equipment or from vending machines, all payments from any consumer credit/charge card organization, whether or not now or existing or hereinafter credited or owed, and all proceeds of the foregoing, whether cash or non-cash; together with

(n) All "Equipment" as that term is defined in the Nebraska Uniform Commercial Code as presently or hereafter in effect; together with

(o) All "Goods" as that term is defined in the Nebraska Uniform Commercial Code as presently or hereafter in effect; together with

(p) All "Accounts" as that term is defined in the Nebraska Uniform Commercial Code as presently or hereafter in effect; together with

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

(r) Capitalized terms used in this Exhibit B without definitions shall have the meanings given them in that certain Loan Agreement between Debtor and Secured Party, dated March 31, 2017.