

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michael F. Kivett</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Michael F. Kivett Walentine O'Toole McQuillan &amp; Gordon, L.L.P. 11240 Davenport Street Omaha NE 68154-0125</b>

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>Kearney Properties, LLC</b>						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>804 22nd Avenue</b>			CITY <b>Kearney</b>	STATE <b>NE</b>	POSTAL CODE <b>68845</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>First National Bank of Omaha</b>						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>1620 Dodge Street, STOP 1029</b>			CITY <b>Omaha</b>	STATE <b>NE</b>	POSTAL CODE <b>68197</b>	COUNTRY <b>USA</b>

4. COLLATERAL: 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. 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:

# 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>Kearney Properties, 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

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):

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 "B"**

17. MISCELLANEOUS:

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 County of Buffalo, 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 of 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 Accessories, (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land the all products processed by or obtained therefrom, and the proceeds thereof, (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, and (ix) all investment property, chattel paper, instruments, letter of credit rights and supporting obligations related to or arising from the Mortgaged Property;

(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, 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.

EXHIBIT "B"

**Parcel 1:**

Lot 1, Block 3, in Western Nebraska Property Development Addition, an Addition to the City of Kearney, Buffalo County, Nebraska.

EXCEPT A tract of land more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1 and assuming the North line of said Lot 1 as bearing South 89 degrees 27 minutes 45 seconds East and all other bearing shown hereon relative thereto;  
Thence South 89 degrees 27 minutes 45 seconds East on said North line, a distance of 432.32 feet to the beginning of a tangent curve to the left, having a central angle of 30 degrees 08 minutes 26 seconds, a radius of 233.00 feet, and an arc length of 122.59 feet;  
Thence North 60 degrees 23 minutes 41 seconds East continuing on said North line tangent to said Curve, a distance of 14.56 feet to the beginning of a tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet; and an arc length of 39.27 feet;  
Thence South 29 degrees 36 minutes 19 seconds East on the East line of said Lot 1, a distance of 115.93 feet to the beginning of a tangent curve to the right, having a central angle of 22 degrees 29 minutes 16 seconds, a radius of 960.00 feet and an arc length of 376.79 feet;  
Thence North 88 degrees 59 minutes 29 seconds West leaving said East line, a distance of 284.47 feet;  
Thence South 01 degrees 00 minutes 36 seconds West, a distance of 142.26 feet to the beginning of a non-tangent curve to the right, having a central angle of 49 degrees 22 minutes 14 seconds, a radius of 44.23 feet, an arc length of 38.11 feet, and a chord bearing South 36 degrees 15 minutes 48 seconds West, a distance of 36.94 feet;  
Thence North 88 degrees 51 minutes 11 seconds West non-tangent to said curve, a distance of 51.55 feet;  
Thence South 00 degrees 59 minutes 57 seconds West, a distance of 2.67 feet;  
Thence North 88 degrees 56 minutes 35 seconds West, a distance of 34.15 feet;  
Thence North 01 degrees 01 minutes 02 seconds East, a distance of 57.92 feet;  
Thence North 88 degrees 56 minutes 30 seconds West, a distance of 12.97 feet;  
Thence North 01 degrees 01 minutes 20 seconds East, a distance of 55.71 feet;  
Thence North 89 degrees 00 minutes 21 seconds West, a distance of 154.88 feet;  
Thence North 00 degrees 55 minutes 04 seconds East, a distance of 99.57 feet;  
Thence North 88 degrees 59 minutes 24 seconds West, a distance of 218.88 feet to a point on the West line of said Lot 1;  
Thence North 00 degrees 54 minutes 58 seconds East on said West line a distance of 380.06 feet to the Point of Beginning.

**Parcel 2:**

Lot 1, Western Nebraska Property Development Second Addition, an Addition to the City of Kearney, Buffalo County, Nebraska.

**Parcel 3:**

Lot 1, Block 1 and Lots 1, 2, 3 and 4, Block 2, all in Western Nebraska Property Development Addition, an Addition to the City of Kearney, Buffalo County, Nebraska.

**Parcel 4:**

A tract of land located in part of Government Lot 3 and accretions thereto in Section 10, Township 8 North, Range 16 West of the 6<sup>th</sup> Principal Meridian, Buffalo County, Nebraska, more particularly described as follows:

Beginning at the Southwest Corner of Lot 1, Block 3, Western Nebraska Property Development Addition to the City of Kearney, Buffalo County, Nebraska (said point also being on the West line of said Government Lot 3);

Thence South 00 degrees 54 minutes 28 seconds West on said West line a distance of 1,316.53 feet to the South line of said Government Lot 3;

Thence South 17 degrees 51 minutes 52 seconds West perpendicular to the Geographic Centerline of the North Channel of the Platte River a distance of 58.25 feet;

Thence South 72 degrees 08 minutes 08 seconds East on said Geographic Centerline a distance of 42.59 feet;

Thence North 88 degrees 56 minutes 28 seconds East continuing on said Centerline a distance of 41.41 feet;

Thence South 85 degrees 08 minutes 14 seconds East a distance of 72.42 feet;

Thence North 88 degrees 22 minutes 15 seconds East a distance of 80.58 feet;

Thence North 80 degrees 32 minutes 03 seconds East a distance of 50.33 feet;

Thence South 87 degrees 15 minutes 43 seconds East a distance of 88.15 feet;

Thence North 74 degrees 18 minutes 13 seconds East a distance of 48.76 feet;

Thence South 83 degrees 54 minutes 45 seconds East a distance of 75.33 feet;

Thence North 62 degrees 14 minutes 25 seconds East a distance of 17.07 feet;

Thence North 89 degrees 49 minutes 55 seconds East a distance of 63.57 feet;

Thence South 74 degrees 50 minutes 51 seconds East a distance of 45.59 feet;

Thence North 87 degrees 27 minutes 57 seconds East a distance of 56.64 feet;

Thence South 88 degrees 54 minutes 25 seconds East a distance of 124.35 feet;

Thence North 86 degrees 05 minutes 02 seconds East a distance of 162.61 feet;

Thence South 84 degrees 30 minutes 48 seconds East a distance of 45.47 feet;

Thence North 78 degrees 40 minutes 32 seconds East a distance of 44.06 feet;

Thence South 87 degrees 31 minutes 24 seconds East a distance of 70.89 feet;

Thence South 72 degrees 01 minutes 17 seconds East a distance of 91.25 feet;

Thence North 80 degrees 59 minutes 26 seconds East a distance of 17.49 feet;

Thence South 52 degrees 26 minutes 33 seconds East a distance of 25.82 feet;

Thence South 84 degrees 20 minutes 14 seconds East a distance of 27.52 feet;

Thence South 60 degrees 21 minutes 07 seconds East a distance of 22.10 feet to the West Right-of-Way line of Kea West Avenue as platted in the City of Kearney, Buffalo County, Nebraska;

Thence leaving said Geographic Centerline North 01 degrees 00 minutes 27 seconds East on said West Right-of-Way line a distance of 1,454.82 feet to the South line of said Western Nebraska Property Development Addition;

Thence North 89 degrees 05 minutes 32 seconds West on said South line a distance of 1,276.55 feet to the POINT OF BEGINNING.

EXCEPT all of Western Nebraska Property Development Second Addition, an Addition to the City of Kearney, Buffalo County, Nebraska.