



UCC 2012089681



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Received - DIANE L. BATTIATO  
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**UCC FINANCING STATEMENT**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Kaye Scholer LLP**  
**425 Park Avenue**  
**New York, New York 10022**  
**Attention: Jeannie Bionda, Esq.**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME <b>WESTROADS MALL L.L.C.</b>					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS <b>c/o General Growth Properties, Inc., 110 North Wacker Drive</b>		CITY <b>Chicago</b>	STATE <b>IL</b>	POSTAL CODE <b>60606</b>	COUNTRY <b>USA</b>
1d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID #, if any <b>2771879</b>	<input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME <b>GERMAN AMERICAN CAPITAL CORPORATION</b>					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS <b>60 Wall Street, 10th Floor</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10005</b>	COUNTRY <b>USA</b>

**4. This FINANCING STATEMENT covers the following collateral:**

**The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.**

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2

**8. OPTIONAL FILER REFERENCE DATA**

**File with: Douglas County, NE** (15626/0048)

**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  
 OR **WESTROADS MALL L.L.C.**

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. SEE INSTRUCTIONS      ADD'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 LAST 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 A.**

16. Additional collateral description:

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

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

**SCHEDULE A**  
**TO UCC FINANCING STATEMENT**

Debtor: **WESTROADS MALL L.L.C.**, a Delaware limited liability company

Secured Party: **GERMAN AMERICAN CAPITAL CORPORATION**, a Maryland corporation

This Financing Statement covers the following types (or items) of property:

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following (collectively, the "**Property**"):

(a) Land. All of Debtor's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land or for any other use and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust (as hereafter defined) regardless of ownership thereof (the "**Additional Land**");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land or the Additional Land (collectively, the "**Improvements**");

(d) Easements and Other Beneficial Interests. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land, the Additional Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or the Additional Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land or the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or the Additional Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or

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affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Debtor shall have any right or interest therein;

(f) **Fixtures.** All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land or the Additional Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements, the Land or the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any right or interest therein;

(g) **Personal Property.** All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, assignable contract rights, accounts, accounts receivable, assignable franchises, assignable licenses, certificates and assignable permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, Personal Property shall not include any property belonging to Tenants under Leases except to the extent that Debtor shall have any right or interest therein;

(h) **Leases and Rents.** All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns

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therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the unpaid principal, all interest accrued and unpaid thereon, any yield maintenance premium and all other sums due to Secured Party in respect of the loan or under any Loan Document (as hereafter defined);

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, letters of credit, franchises, permits, licenses, plans, specifications and other documents, each to the extent assignable, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default under the Deed of Trust which is continuing, to receive and collect any sums payable to Debtor thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, the Clearing Account Agreement or any other Loan Document (but excluding the Borrower Remainder

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Account), together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(p) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

(q) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (p) above.

When used herein, the following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require). Terms not defined herein shall have the meanings as set forth in the Loan Agreement (as defined below):

***“Cash Management Agreement”*** shall mean that certain Cash Management Agreement dated as of September 4, 2012, made by and among US Bank National Association, Debtor and Secured Party.

***“Clearing Account Agreement”*** shall mean that certain Account Control Agreement dated as of September 4, 2012, made by and among U.S. Bank National Association, Debtor and Secured Party.

***“Deed of Trust”*** shall mean that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of September 4, 2012, made by Debtor to Secured Party, as the same may, from time to time, be modified, amended or supplemented.

***“Loan Agreement”*** shall mean that certain Loan Agreement dated as of September 4, 2012 by and between Debtor and Secured Party, as the same may, from time to time, be modified, amended or supplemented.

***“Loan Documents”*** means the Note (as defined below), the Deed of Trust, the Loan Agreement and all other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Secured Party in connection with the loan from Secured Party to Debtor, as any of the same may, from time to time, be modified, amended or supplemented.

***“Note”*** shall mean that certain Promissory Note dated as of September 4, 2012 made by Debtor to Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

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**EXHIBIT A**  
**TO UCC FINANCING STATEMENT**

Legal Description

The land referred to is situated in the State of Nebraska, County of Douglas and is described as follows:

(58-43380)

Parcel A, Block 3, Westroads Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that part more particularly described as follows:

Beginning at a point on the Easterly line of Parcel A, said point being 261.00 feet Southeast of the Northeast corner of Parcel A: thence South 20°29'45" East (platted bearing) along the Easterly line of said Parcel A, a distance of 450.00 feet to a point; thence South 69°30'15" West, a distance of 236.00 feet to a point; thence North 20°29'45" West, a distance of 190.00 feet to a point; thence South 69°30'15" West, a distance of 43.00 feet to a point; thence North 20°29'45" West a distance of 77.00 feet to a point; thence South 69°30'15" West, a distance of 192.00 feet to a point; thence North 20°29'45" West, a distance of 74.00 feet to a point; thence North 69°30'15" East, a distance of 192 feet to a point; thence North 20°29'45" West a distance of 17 feet to a point; thence North 69°30'15" East a distance of 43.00 feet to a point; thence North 20°29'45" West, a distance of 92.00 feet to a point; thence North 69°30'15" East, a distance of 236.00 feet to the point of beginning.

Lot 2, Westroads Replat 2, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

(58-43383)

All together with non-exclusive rights contained in Construction, Operation and Easement Agreements filed October 8, 1965 in Book 430 at Page 273, as amended by instruments filed October 24, 1967 in Book 454 at Page 489 and filed January 25, 1994 in Book 1109 at Page 668, all of the Miscellaneous Records of Douglas County, Nebraska, and non-exclusive rights contained in Construction, Operation and Easement Agreements filed October 18, 1965 in Book 430 at Page 447, as amended by instruments filed December 26, 1967 in Book 457 at Page 615, and filed January 25, 1994 in Book 1109 at Page 631, all of the Miscellaneous Records of Douglas County, Nebraska.

Lot 1, Westroads Replat 5, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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