



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) KIMBERLY D. NELSON
B. E-MAIL CONTACT AT FILER (optional) CORPORATEPARALEGALS@KOLEYJESSEN.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KIMBERLY D. NELSON KOLEY JESSEN P.C., L.L.O. 1125 SOUTH 103RD STREET, SUITE 800 OMAHA, NE 68124

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

INDIAN CREEK ONE, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
17445 ARBOR STREET, SUITE 300	OMAHA	NE	68130
			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
			USA

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

GREAT WESTERN BANK

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
9290 WEST DODGE ROAD	OMAHA	NE	68114
			COUNTRY
			USA

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

SEE ATTACHED EXHIBIT A.

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:

14225-0014 KDN

### 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 INDIAN CREEK ONE, LLC		
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 ATTACHED EXHIBIT B

17. MISCELLANEOUS:

amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other impositions in connection with the Property, Improvements, Equipment and Inventory (as defined below), and all other rents, revenues, issues and profits now or hereafter accruing to the benefit of Debtor, including, without limitation, (i) all charges and other compensation received or owing, rights of payment for the use of the Property, and (ii) all records and books of account (whether in printed or electronic form) now or hereafter maintained by or on behalf of Debtor in connection with the operation of the Property and Improvements, ownership by Debtor of the Equipment and Inventory, or otherwise (collectively, the "Accounts");

(h) all equipment and inventory of Debtor, including, without limitation, all appliances, apparatus, machinery, devices, fixtures, appurtenances, equipment, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter located in or at, or used, useful or necessary in connection with any present or future occupation, operation or maintenance of, all or any part of the Property and the Improvements, and now owned or hereafter acquired by Debtor or arising out of Debtor's, right, title and interest in the Property and the Improvements, or otherwise (all of the foregoing is hereinafter referred to as the "Equipment and Inventory");

(i) all awards or payments, including interest thereon, which may be made with respect to the Property, Improvements, Equipment and Inventory, from the exercise of the right of eminent domain, or for any other injury thereto or decrease in the value thereof (collectively, the "Awards");

(j) all policies of insurance relating to the Property, Improvements, Equipment and Inventory, all proceeds thereof, and any unearned premiums on any such insurance policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof;

(k) all deposits made to procure or maintain utility services to the Property or the Improvements and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned;

(l) all refunds, rebates or credits in connection with reduction in taxes and assessments charged against the Real Property as a result of tax certiorari or any applications or proceedings for reduction (collectively, the "Tax Certiorari");

(m) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property and to commence any action or proceeding to protect the interest of Secured Party in the Real Property (collectively, the "Proceedings");

(n) all of Debtor's contract rights, and other rights to services or to the payment of money, including, without limitation, insurance proceeds and tort claims (including commercial tort claims), chattel paper, documents, instruments, general intangibles, and securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, service marks and associated goodwill and registrations and registration applications, rights to telephone numbers, copyrights and copyright registrations and registration applications, architectural and engineering drawings, service marks, customer lists, books and records; all contracts, agreements,

licenses, permits, approvals, warranties and representations, and all agreements, licenses or franchises relative to the use, operation, management, affiliation, license or franchises relating to the Real Property and all amendments thereto or substitutions therefor; and all repair, maintenance, and other service contracts relating to Debtor's interest in the Property and Improvements, and all of Debtor's right, title and interest in all equipment leases, contracts or agreements entered into for the lease, rental, hire or use by Debtor of any equipment or service in connection with the operation, maintenance or occupation of the Property and Improvements (all of the foregoing are hereinafter collectively referred to as the "Contracts and Permits"); and

(o) all products and proceeds of all of the foregoing, and all additions and accessions to, replacements and substitutions of, condemnation proceeds of, and documents covering all of the foregoing property described above, all property received wholly or partly in trade or exchange for all of the foregoing, and all income, rents, revenues, dividends, distributions, issues, profits, cash or non-cash proceeds and accessions arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition of any of the foregoing or any interest therein.

The Property, Improvements, Additional Lands, Goods and Fixtures, Leases, Rents, Accounts, Equipment and Inventory, Awards, Tax Certiorari, Proceedings, Contracts and Permits and all other real and personal property described in this paragraph are hereinafter collectively referred to as the "Property."

EXHIBIT B  
LEGAL DESCRIPTION OF PROPERTY

Lots 12, 13, 14 and 15, Indian Creek Commercial Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.