



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Linda A. Strielsky, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Thompson Hine LLP 127 Public Square, 3900 Key Center Cleveland, Ohio 44114 Attn: Linda A. Strielsky

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 West Farm RE LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4645 South 84th Street	Omaha	NE	68127	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 BMW Financial Services NA, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5550 Britton Parkway	Hilliard	OH	43026	USA

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

ALL OF THE RIGHT, TITLE AND INTEREST OF DEBTOR IN COLLATERAL RELATING TO, ASSOCIATED WITH, LOCATED ON OR DERIVING FROM DEBTOR'S INTEREST IN THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF OMAHA, COUNTY OF DOUGLAS, NEBRASKA, AS DESCRIBED ON SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

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: UCC FIXTURE FILING (Douglas County, Nebraska)

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 West Farm RE LLC	
OR	
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

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 A to Schedule A attached hereto and made a part hereof.

17. MISCELLANEOUS:

Schedule A to Financing Statement

DEBTOR: WEST FARM RE LLC, A NEBRASKA LIMITED LIABILITY COMPANY

SECURED PARTY: BMW FINANCIAL SERVICES NA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Debtor does hereby irrevocably and unconditionally give, grant, bargain, sell, confirm and convey unto Secured Party, its successors and assigns all of the following, whether presently in existence or to come into existence at some future time:

1. The parcel of land situated generally at 14800 Davenport Street, Omaha, Nebraska 68154, as more fully described in Exhibit A attached hereto and made a part hereof (the "Land");
2. All buildings, structures and improvements of every kind erected on, under or over the Land (the "Improvements") (the Land and the Improvements being hereinafter referred to as, collectively, the "Real Estate");
3. All estates, rights, tenements, hereditaments, privileges, easements and appurtenances of any kind benefiting the Real Estate; all means of access to and from the Real Estate, whether public or private; all water, oil, gas, subsurface and mineral rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the Real Estate;
4. All leases, licenses, occupancy agreements or agreements to occupy all or any part of the Real Estate and all extensions, renewals, amendments and modifications thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, "Leases"); and all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate (collectively, the "Income");
5. All awards and other compensation heretofore and hereafter to be made to Debtor for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Estate or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, or any of the personal property described below;
6. All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Estate or any portion thereof or any of the personal property described below;
7. All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reductions credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a "Governmental Agency") or (ii) any insurance or utility company relating to any or all of the Real Estate or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Real Estate;
8. All Goods, including without limitation, Fixtures, Equipment and Accessions, delivered on site to the Real Estate in connection with, the construction of, or reconstruction of, or remodeling of, any of the Real Estate from time to time during the term hereof;

9. All Goods, including without limitation, Fixtures, Equipment and Accessions, attached to, situate or installed in or upon, or used in the operation or maintenance of, the Real Estate or any plant or business situated thereon;
10. All Accounts and General Intangibles relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate;
11. All As-Extracted Collateral arising from the Land;
12. All books and records evidencing or relating to the foregoing, including, without limitation, billing records of every kind and description, tenant lists, data storage and processing media, Software and related material, including computer programs, computer tapes, cards, disks and printouts, and including any of the foregoing which are in the possession of any affiliate or property manager; and
13. All Proceeds of any of the above-described property.

Capitalized terms contained herein without definition shall have the meanings ascribed to them in revised Article 9 of the Uniform Commercial Code. "Uniform Commercial Code" shall mean the Uniform Commercial Code as amended from time to time, and any successor statute, enacted and in effect at any time, in the relevant jurisdiction.

EXHIBIT A

THE LAND

Lot 2, West Farm Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.