



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Amy Michel (314) 889-0691
B. E-MAIL CONTACT AT FILER (optional) amichel@gershman.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> <p>Gershman Investment Corp. Attn: Amy Michel 7800 Forsyth Blvd., Suite 700 Clayton, MO 63105</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017025837

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
 File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
 Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 This Change affects CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
Gershman Investment Corp.

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

7800 Forsyth Blvd., Suite 700	CITY Clayton	STATE MO	POSTAL CODE 63105	COUNTRY USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
 Indicate collateral:

THE COLLATERAL DESCRIBED ON EXHIBIT "B" ATTACHED HERETO WITH RESPECT TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO
BRRHUD, LP

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Gershman Investment Corp.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
Douglas County Register of Deeds

UCC FINANCING STATEMENT AMENDMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

19. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form
2017025837

20. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form

20a. ORGANIZATION'S NAME Gershman Investment Corp. Attn: Amy Michel 7800 Forsyth Blvd., Suite 700, Clayton, MO 63105	
OR	
20b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME				
OR				
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

22. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (22a or 22b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

22a. ORGANIZATION'S NAME				
OR				
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

23. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (23a or 23b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

23a. ORGANIZATION'S NAME				
OR				
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

24. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (24a or 24b)

24a. ORGANIZATION'S NAME SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON D.C., UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THEIR SUCCESSORS AND ASSIGNS				
OR				
24b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
24c. MAILING ADDRESS SOUTHWEST MULTIFAMILY REGIONAL CENTER, 801 CHERRY ST., UNIT #45, SUITE 2500	CITY FORT WORTH	STATE TX	POSTAL CODE 76102	COUNTRY USA

25. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (25a or 25b)

25a. ORGANIZATION'S NAME				
OR				
25b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
25c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

26. MISCELLANEOUS:

EXHIBIT "A"
TO UCC FINANCING STATEMENT

Project Name: Blair High Residences

Project No.: 103-35172

DESCRIPTION OF REAL PROPERTY

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

Lot 1, Blair Commons Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT for a tract of land in a part of Lot 1, Blair Commons Replat 1 more particularly described as follows:

Beginning at the Southeast corner of said Lot 1, said corner also being on the West right-of-way line of 93rd Avenue; thence on the South line of said Lot 1 on an assumed being of $S87^{\circ}17'02''W$, 88.28 feet; thence $N02^{\circ}27'06''W$, 286.93 feet to a point of curvature on said West right-of-way line of 93rd Avenue; thence on said West right-of-way line of 93rd Avenue for the following three (3) described courses: (1) on a 125.00 foot radius curve to the left, an arc length of 137.51 feet (long chord bears $S33^{\circ}58'01''E$, 130.68 feet) to a point of reverse curvature; (2) on a 75.00 foot radius curve to the right, an arc length of 97.97 feet (long chord bears $S28^{\circ}03'39''E$, 91.15 feet); thence $S09^{\circ}21'38''W$, 94.93 feet to the point of beginning.

Commonly known as 9451 Vernon Plaza, Omaha, Nebraska 68122

Tax Parcel No. 4266020006

EXHIBIT "B"
TO UCC FINANCING STATEMENT

Project Name: Blair High Residences
Project No.: 103-35172
DESCRIPTION OF UCC COLLATERAL

This Financing Statement covers the following types (or items) of Collateral, which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additional, attachments, accessories, accretions, their component parts thereto or thereof, and all other products and cash proceeds and non-cash proceeds thereof, and all other items of like property covering or related to any or all (collectively sometimes referred to hereafter as "Mortgaged Property"):

For purposes of below, "Land" means the real estate described on Exhibit A of this financing statement.

For purposes of below, "Improvements" means the buildings, structures and alterations now constructed or at any time in the future constructed or placed on the Land, including any future replacements and additions;

(1) "Fixtures" meaning all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment.

(2) "Personalty" meaning all equipment, inventory, and general intangibles. All furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the

Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Intangibles shall also include all cash and cash escrow funds related to the Project, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipts accounts, and investments;

(3) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) all insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained such insurance policies pursuant to the Secured Party's requirement;

(5) all awards, all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

(8) all Rents and Leases, "Rents" meaning all rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held; "Leases" meaning all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the Loan are not included in this definition.)

- (9) all earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (10) all Imposition Deposits, meaning all deposits, payments and escrows Debtor is required to make with Secured Party in connection with the Loan.
- (11) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);
- (12) all forfeited tenant security deposits under any Lease;
- (13) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
- (14) all deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements; and
- (15) all awards, payments, settlements or other compensation resulting from litigation involving the Project.