



UCC 2016057317



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2016057317



**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS

|  |  |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER (Optional)<br><b>H. Daniel Smith 402-501-8130</b>  |  |
| B. E-MAIL CONTACT AT FILER: (Optional)<br>dsmith@smithslusky.com   |  |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)<br><br><b>Fidelity National Title Insurance Co - NCS</b><br><b>Attn: Michelle Burton</b><br><b>1 E. Washington St., Suite 450</b><br><b>Phoenix, AZ 85004</b><br><i>Escrow No. Z1621322 20163391</i> |  |

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 Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|  |                          |                      |                               |                             |
|--|--------------------------|----------------------|-------------------------------|-----------------------------|
| 1a. ORGANIZATION'S NAME<br><b>LUND 144 CENTER, LLC</b>       |                          |                      |                               |                             |
| OR   | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME  | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 1c. MAILING ADDRESS<br><b>450 Regency Parkway, Suite 220</b> |                          | CITY<br><b>Omaha</b> | STATE<br><b>NE</b>            | POSTAL CODE<br><b>68114</b> |
|  |                          |                      | COUNTRY<br><b>US</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 Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

|  |                          |                      |                               |                             |
|--|--------------------------|----------------------|-------------------------------|-----------------------------|
| 2a. ORGANIZATION'S NAME<br><b>OVERLAND WOLF BUILDING PARTNERSHIP</b> |                          |                      |                               |                             |
| OR   | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME  | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 2c. MAILING ADDRESS<br><b>450 Regency Parkway, Suite 220</b>         |                          | CITY<br><b>Omaha</b> | STATE<br><b>NE</b>            | POSTAL CODE<br><b>68114</b> |
|  |                          |                      | COUNTRY<br><b>US</b>          |                             |

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<br><b>Pinnacle Bank</b> |                          |                      |                               |                             |
| OR  | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME  | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX                      |
| 3c. MAILING ADDRESS<br><b>18081 Burt Street</b> |                          | CITY<br><b>Omaha</b> | STATE<br><b>NE</b>            | POSTAL CODE<br><b>68022</b> |
|   |                          |                      | COUNTRY<br><b>US</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

6. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

7. OPTIONAL FILER REFERENCE DATA  
**For filing in Douglas County, Nebraska**

**UCC FINANCING STATEMENT ADDENDUM**

**FOLLOW INSTRUCTIONS (front and back) CAREFUL**

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

|    |  |        |
|----|--|--------|
| OR | 9a. ORGANIZATION'S NAME<br><b>Lund 144 Center, LLC</b> |        |
|    | 9b. INDIVIDUAL'S SURNAME                               |        |
|    | FIRST PERSONAL NAME                                    |        |
|    | ADDITIONAL NAME(S)/INITIAL(S)                          | SUFFIX |

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

|    |  |  |  |        |
|----|--|--|--|--------|
| OR | 10a. ORGANIZATION'S NAME                   |  |  |        |
|    | 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)

|    |                           |                     |                               |             |         |
|----|---------------------------|---------------------|-------------------------------|-------------|---------|
| OR | 11a. ORGANIZATION'S NAME  |                     |                               |             |         |
|    | 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)  | 14. This FINANCING STATEMENT:<br><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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):<br><br>DEBTOR IS RECORD OWNER OF THE REAL ESTATE DESCRIBED IN <u>EXHIBIT B</u> . | 16. Description of real estate:<br><br>SEE <u>EXHIBIT B</u> ATTACHED HERETO FOR A COMPLETE DESCRIPTION OF THE REAL PROPERTY  |

17. MISCELLANEOUS:

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 City of Omaha, Douglas County, 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 or 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 the Accessories, (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed by or obtained therefrom, and the proceeds thereof, and (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;

(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 TO UCC-1  
LEGAL DESCRIPTION

Lot 2, CRESCENT OAKS PLAZA REPLAT, an addition to the City of Omaha, Douglas County, Nebraska.

Together with non-exclusive easement rights created by Corporation Quitclaim Deed filed May 16, 1984 in Book 1730, Page 43, Deed Records of Douglas County, Nebraska.

Together with non-exclusive easement rights created by Cross-Easement Agreement by and between Shopko Stores, Inc., a Minnesota Corporation, and K.V. Company, a Nebraska Partnership, filed June 13, 1986, in Book 777, Page 469, Miscellaneous Records, and First Amendment to Cross-Easement Agreement filed September 24, 1997 in Book 1223, Page 298, Miscellaneous Records, Douglas County, Nebraska.

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