
THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

DEATH CERTIFICATE COVER SHEET

LEGAL DESCRIPTION _____

LOT(S): _____

BLOCK: _____

ADDITION: _____

UCC COVER SHEET

UCC (NEW, CONTINUATION, ASSIGNMENT, AMENDMENT, CORRECTION)

RELEASE OF UCC

TERMINATION OF UCC

ATTACHMENTS -QTY. _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Kaye Scholer LLP 425 Park Avenue New York, New York 10022 Attention: Stephen Gliatta, Esq.

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				
MFP MID-AMERICA SHOPPING CENTERS LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
608 North 114th Street	Omaha	NE	68154	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				
JEFFERIES LOANCORE LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o LoanCore Capital, 80 Field Point Road	Greenwich	CT	06830	USA

4. COLLATERAL: 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. 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 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:
File with: Lancaster County, NE (38545/0173 - Meadows Shopping Center)

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 MFP MID-AMERICA SHOPPING CENTERS 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

<p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>16. Description of real estate: See Exhibit A.</p>
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17. MISCELLANEOUS:

SCHEDULE A

TO UCC FINANCING STATEMENT

Debtor: **MFP MID-AMERICA SHOPPING CENTERS LLC**, a Delaware limited liability company

Secured Party: **JEFFERIES LOANCORE LLC**, a Delaware limited liability company

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

All of Debtor's right, title and interest in and to the land described in Exhibit A (the "**Premises**"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**");

TOGETHER WITH: all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Trust Property**");

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Trust Property is located (the "**UCC**"), superior in lien to the lien of the Deed of Trust;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as 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 Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Trust 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 Trust Property;

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

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

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):

“Bankruptcy Proceeding” shall mean the filing by Debtor of a petition under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of Debtor’s property.

“Closing Date” shall mean October 22, 2013.

“Debt” means all sums which may or shall become due under the Note or under any of the other documents evidencing, securing or executed in connection with the Loan, including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against the Debtor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and (ii) the costs and expenses of enforcing any provision of any Loan Document.

“Deed of Trust” shall mean that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of the Closing Date, made by Debtor to First American Title Insurance Company as trustee for the benefit of 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 the Closing Date, made 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, collectively, that certain Promissory Note, dated as of the Closing Date, made by Debtor to Secured Party, as each of the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

“State” means the state in which such Trust Property is located.

EXHIBIT A

Legal Description

Meadows

Legal Description

Real property in the City of Lincoln, County of Lancaster, State of Nebraska, described as follows:

Parcel 1:

A tract of land located in the Northwest Quarter Northwest Quarter of Section 3, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows: Commencing at the Northwest corner of said Section 3, thence Easterly along the North line of said Northwest Quarter Northwest Quarter a distance of 222.93 feet, thence Southerly on a line which is 222.93 feet East of and parallel to the West line of said Northwest Quarter Northwest Quarter a distance of 40.00 feet to the point of beginning, thence easterly on a line which is 40.00 feet South of and parallel to the north line of said Northwest Quarter Northwest Quarter on an assumed bearing of North 89 degrees 30 minutes 35 seconds East a distance of 339.06 feet, thence Southerly on a line which is 562.00 feet east of and parallel to the west line of said Northwest Quarter Northwest Quarter on a bearing of South 0 degrees 00 minutes 00 seconds west a distance of 667.00 feet, thence westerly on a line which is 707.00 feet south of and parallel to the north line of said Northwest Quarter Northwest Quarter on a bearing of South 89 degrees 30 minutes 35 seconds west a distance of 490.99 feet to a point which is 71.00 feet east of the west line of said Northwest Quarter Northwest Quarter, thence northerly on a line which is 71.00 feet east of and parallel to the west line of said Northwest Quarter Northwest Quarter on a bearing of North 0 degrees 00 minutes 00 seconds east a distance of 23.82 feet, said line also being the east right of way line of South 70th Street, thence North 90 degrees 00 minutes 00 seconds east along said right of way line a distance of 44.37 feet, thence North 0 degrees 00 minutes 00 seconds east along said right of way line a distance of 60.00 feet, thence North 90 degrees 00 minute 00 seconds west along said right of way line a distance of 45.00 feet, thence North 1 degree 00 minutes 00 seconds west, along said right of way line a distance of 426.18 feet; thence easterly on a line which is 197.00 feet south of and parallel to the north line of said Northwest Quarter Northwest Quarter on a bearing of North 89 degrees 30 minutes 35 seconds east a distance of 160.00 feet, thence northerly on a line which is 222.93 feet East of and parallel to the west line of said Northwest Quarter Northwest Quarter on a bearing of North 0 degrees 00 minutes 00 seconds west a distance 157.00 feet to the point of beginning; now known as Lot 45, irregular tracts in the Northwest Quarter of Section 3, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska;

Parcel 2:

Together with Cross-Easement and Agreement dated August 11, 1987 recorded November 3, 1987 as Instrument No. 87-36290, records of Lancaster County, Nebraska.

APN: