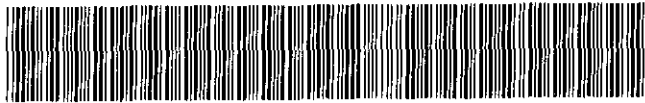


UCC 2006093199



AUG 15 2006 13:19 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/15/2006 13:19:46.41



2006093199

THE ABOVE SPACE IS FOR REGISTER OF DEEDS RECORDING DATA

5

U.C.C. Recording Cover Sheet

U.C.C. _____

FEE 12.50 FB OC-38394

7 PGS.

BKPG _____ C/O _____ COMP JK

5 ATTACHMENTS

DEL _____ SCAN _____ FV _____

1 LOTS / SECTIONS

Legal Description:
(If not contained in instrument)

Return to:

#33

Check Number
34472

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

McKenna Long & Aldridge LLP
303 Peachtree Street NE, Suite 5300
Atlanta, Georgia 30308
Attn: William F. Stevens

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
THE THOMSEN MILE SHOPPES, LLC

OR
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
c/o Coldwell Banker, 780 N. 114th Street

CITY: **Omaha** STATE: **NE** POSTAL CODE: **68154** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **ltd liability company** 1f. JURISDICTION OF ORGANIZATION **Nebraska** 1g. ORGANIZATIONAL ID #, if any NONE

1ST

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
CAPMARK BANK

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
200 Witmer Road

CITY: **Horsham** STATE: **PA** POSTAL CODE: **19044-1809** COUNTRY: **USA**

2nd

4. This FINANCING STATEMENT covers the following collateral:

All equipment, machinery, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located on, appurtenant to, or used or useable in connection with the real property described on Exhibit A hereto ("Property"), including, without limitation, all accounts, escrows, contracts, chattel paper, claims, deposits, books and records, trade names, goodwill, and all other general intangibles, together with (i) all accessions, replacements, betterments and substitutions for all or any of the foregoing and (ii) all proceeds of the foregoing, all as described more particularly on Exhibit B attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum If applicable 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (optional) (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA

Douglas County, NEBRASKA (Loan #53261)

0233161

33

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
THE THOMSEN MILE SHOPPES, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT "A"

Parcel 1:

Lot 3, The Thomsen Mile Replat Three, a Subdivision located in the SE1/4 of Section 4, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northwest Corner of said Lot 3, The Thomsen Mile Replat Three, said point also being the Northeast Corner of Outlot "A", said The Thomsen Mile Replat Three, said point also being on the Southerly Right-of-Way line of Spaulding Street; Thence North 89 degrees 50 minutes 51 seconds East (assumed bearing) along the Northerly line of said Lot 3, The Thomsen Mile Replat Three, said line also being said Southerly Right-of-Way line of Spaulding Street, a distance of 224.02 feet; Thence South 47 degrees 45 minutes 03 seconds East along said Northerly line of Lot 3, The Thomsen Mile Replat Three, said line also being said Southerly Right-of-Way line of Spaulding Street, a distance of 14.83 feet to the Northeast Corner of said Lot 3, The Thomsen Mile Replat Three, said point also being the point of intersection of said Southerly Right-of-Way line of Spaulding Street and the Westerly Right-of-Way line of 168th Street; Thence South 00 degrees 00 minutes 02 seconds East along the Easterly line of said Lot 3, The Thomsen Mile Replat Three, said line also being said Westerly Right-of-Way line of 168th Street, a distance of 157.24 feet; Thence South 89 degrees 59 minutes 58 seconds West along said Easterly line of Lot 3, The Thomsen Mile Replat Three, said line also being said Westerly Right-of-Way line of 168th Street, a distance of 10.00 feet; Thence South 00 degrees 00 minutes 02 seconds East along said Easterly line of Lot 3, The Thomsen Mile Replat Three, said line also being said Westerly Right-of-Way line of 168th Street, a distance of 103.71 feet to the Southeast Corner of said Lot 3, The Thomsen Mile Replat Three, said point also being the Northeast Corner of Lot 5, The Thomsen Mile Replat Two, a Subdivision located in said SE1/4 of Section 15; Thence North 89 degrees 59 minutes 58 seconds West along the South line of said Lot 3, The Thomsen Mile Replat Three, said line also being the North line of said Lot 5, The Thomsen Mile Replat Two, a distance of 225.00 feet to the Southwest Corner of said Lot 3, The Thomsen Mile Replat Three, said point also being the Northwest Corner of said Lot 5, The Thomsen Mile Replat Two, said point also being on the East line of said Outlot "A" The Thomsen Mile Replat Three; Thence North 00 degrees 00 minutes 02 seconds West along the West line of said Lot 3, The Thomsen Mile Replat Three, said line also being said East line of Outlot "A", The Thomsen Mile Replat Three, a distance of 270.33 feet to the point of beginning.

Parcel 2:

Easement Rights for Ingress, Egress and Utility Services as contained in Restated Easements with Covenants and Restrictions affecting Land dated May 17, 2004, recorded May 20, 2004 as Inst. No. 2004064745, in the Office of the Register of Deeds of Douglas County, Nebraska.

Exhibit B

Collateral to Financing Statement between Capmark Bank (formerly known as GMAC Commercial Mortgage Bank) as secured party ("Secured Party") and THE THOMSEN MILE SHOPPES, LLC, a Nebraska limited liability company, as debtor ("Debtor")

This Financing Statement covers, and Debtor does hereby grant a security interest to Secured Party in, all of Debtor's right, title and interest in and to the following property, rights, interests and estates, now owned or hereafter acquired by Debtor, to the fullest extent that a security interest may now or hereafter be granted therein (collectively, "Collateral"):

- (a) Development Rights. All estates and development rights now existing or hereafter acquired for use in connection with the Property;
- (b) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Property and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property, 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 Property and every part and parcel thereof, with all appurtenances thereto;
- (c) Fixtures and Personal Property. All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements, betterments or substitutions of all or any portion thereof (collectively, "Personal Property");
- (d) Leases and Rents. All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("Leases"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("Lease Guaranties"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("Tenant Security Deposits"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("Bankruptcy Claims"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a

- tenant in respect of the leased premises (“**Tenant Claims**”), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, “**Rents**”), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;
- (e) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property or other Collateral, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property or other Collateral;
- (f) Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property or any other Collateral, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property or other Collateral;
- (g) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction (For purposes hereof, “Taxes” means all real estate taxes, government assessments or impositions, lienable water charges, lienable sewer rents, assessments due under owner association documents, ground rents, vault charges and license fees for the use of vaults chutes and all other charges, now or hereafter levied or assessed against the Property);
- (h) Operating Agreements. All contracts (including, without limitation, service, supply, maintenance and construction contracts), registrations, franchise agreements, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), plans and specifications, and other agreements, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted by Debtor from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default (as defined in the Loan Agreement) remains uncured, to receive and collect any sums payable to Debtor thereunder;
- (i) Rate Cap Agreements. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan, if any;

- (j) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, books and records, goodwill, and all other general intangibles relating to or used in connection with the operation of the Property and other Collateral;
- (k) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, the Debtor's Operating Account as defined in the Loan Agreement and all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;
- (l) Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property or any other Collateral and to appear in and defend any action or proceeding brought with respect to the Property or any other Collateral;
- (m) Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto; and
- (n) Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (a) through (m), inclusive, and in and to the Property and other Collateral.

For purposes of the foregoing, "Loan Agreement" means the Loan Agreement dated July ____, 2006 between Debtor, as borrower, and Secured Party, as lender, as hereafter may be amended, restated or supplemented from time to time. Any defined terms used in this Exhibit and not expressly defined herein have the meaning provided in the Loan Agreement.