

FILED SARPY CO. NE.  
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*Sheryl J. Dowling*

REGISTER OF DEEDS



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SUBMITTED TITLECORE NATIONAL, LLC



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jessica Rutland (816) 360-4230
B. E-MAIL CONTACT AT FILER (optional) jrutland@polsinelli.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jessica Rutland, Paralegal Polsinelli PC 900 West 48th Place, Suite 900 Kansas City, MO 64112

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 CITY CENTRE 1, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
905 Jones Street	Omaha	NE	68102	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 UMB BANK, N.A.				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1010 Grand Boulevard	Kansas City	MO	64106	USA

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

All assets and all personal property of the Debtor, including, but not limited to those items listed on Schedule A and Exhibit A, attached hereto and incorporated by reference as if fully stated herein, including all proceeds derived therefrom.

5. Check only if applicable and check only 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 only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmilling Utility	
6b. Check only if applicable and check only 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"/> Bailor/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: FIXTURE FILING	

# 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	
	CITY CENTRE 1, 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

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, attached hereto and incorporated herein by this reference.

17. MISCELLANEOUS:

## SCHEDULE A

### DESCRIPTION OF COLLATERAL

**Debtor:** City Centre 1, LLC,  
a Nebraska limited liability company

**Secured Party:** UMB Bank, n.a.

Debtor does hereby irrevocably GRANT, BARGAIN, SELL, ALIENATE, REMISE, RELEASE, CONVEY, ASSIGN AND CONFIRM unto the Secured Party, its successors and assigns, all of Debtor's estate, right, title and interest in, to and under and grants a security interest in the real property located in Sarpy County, Nebraska, legally described in Exhibit "A" attached hereto and incorporated herein which is (except where the context otherwise requires) herein collectively called the "**Premises**", and in any and all of the following property whether now owned or held or hereafter acquired:

(a) All and singular the reversions or remainders in and to said Premises and the tenements, hereditaments, easements, rights-of-way or use, rights (including alley, drainage, crop, timber, logging and cutting, agricultural, horticultural, mineral, water, oil and gas rights), privileges, royalties and appurtenances to said Premises, now or hereafter belonging or in any way appertaining thereto, including any such right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said Premises, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said Premises or any parcel thereof, or in or to the air space over said Premises, all rights of ingress and egress by motor vehicles to parking facilities on or with said Premises, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same.

(b) All buildings, structures, facilities and other improvements now or hereafter located on the Premises, and all building material, building equipment and fixtures of every kind and nature now or hereafter owned by Debtor and located on the Premises or attached to, contained in, or used in any such buildings, structures, facilities or other improvements (such fixtures collectively called the "Fixtures"), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "Improvements").

(c) All chattels and articles of personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, of every character and wherever situated, now or hereafter owned, constructed or acquired by Debtor or in which Debtor has or shall acquire an ownership interest, which is in any way belonging, relating or appertaining to, or located on the Premises herein described or the buildings and Improvements now erected or to be erected thereon, or used or intended to be used in connection with the Premises, which is used in the operation of the

buildings and Improvements, situated thereon, or placed on any part thereof, though not attached thereto (all of the foregoing hereinafter collectively called the "Equipment"). Without limitation, Debtor hereby grants to Secured Party a security interest in and to all of Debtor's present and future Equipment, and Secured Party shall have, in addition to all rights and remedies provided in the Security Documents, all of the rights and remedies of a "secured party" under the Uniform Commercial Code of the State of Nebraska.

Equipment shall include any and all fixtures, appliances, machinery and equipment of any nature whatsoever, partitions, screens, awnings, shades, blinds, curtains and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the Premises or the Improvements, whether or not the personal property is or shall be affixed thereto, all to the extent owned by Debtor.

Including, without limiting the generality of the foregoing, all plants, furnaces, incinerating and power equipment, boilers, machinery, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, switchboards and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating necessary for operation, cooling, lighting, plumbing, lifting, cleaning, fire extinguishing and preventing, communication, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and Improvements, or the plan or business situate or operated thereon.

Such security interest shall extend to and include as well as any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise, all materials and work in process and the proceeds thereof.

(d) All now owned and hereafter acquired accounts, contract rights, chattel paper, general intangibles (including, but not limited to, all of Debtor's now existing or hereafter arising tax and duty refunds, prepaid expenses, all now owned or hereafter acquired patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, tradenames and tradestyles, license agreements, customer lists, blueprints, drawings and specifications relative to the rendering of services or the sale or manufacture of goods), documents and instruments, whether now owned or hereafter acquired by Debtor; Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto; all contracts and rights of Debtor for the sale of its shares; all of Debtor's present and future rights as an unpaid vendor including stoppage in transit, replevin or reclamation; all additional amounts now or hereafter due to Debtor from any account debtor and all construction funds irrespective of whether such additional amounts have been specifically assigned to Secured Party; all guarantees, mortgages on real and personal property, letters of credit, trust receipts, bankers' acceptances, choses in action or other agreements or property securing or

relating to any of the items referred to above; all monies, deposits, securities, bank accounts, instruments, credits and other property now or hereafter held by Secured Party or any other entity which at any time participates in Secured Party's financing of Debtor; all licenses, permits, franchises, certificates and other rights, privileges and documents obtained in connection with or necessary in the operation of the Premises and/or the Improvements; all plans and specifications, architectural contracts, construction contracts, all leases with respect to any part of the Premises and/or the Improvements, and all rents, income, revenues, royalties, bonuses, accounts, issues and profits arising out of the operation of the Premises and/or the Improvements; and all rights and remedies of Debtor under or in connection with such collateral;

There is also transferred, set over and assigned hereby by Debtor to Secured Party, its successors and assigns, all leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, and Debtor agrees to execute and deliver to Secured Party specific separate assignments to Secured Party of such leases and agreements when requested by Secured Party; but nothing herein constitutes Secured Party's consent to any financing of any fixtures or personal property, and nothing herein shall obligate Secured Party to perform any obligations of Debtor under any such leases or agreements unless it so chooses, which obligations Debtor hereby covenants and agrees to well and punctually perform; and

(e) All now owned and hereafter acquired inventory, including, without limitation all raw materials, supplies, work-in-process, finished and semi-finished inventory of whatever kind or nature; and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller, manufacturer or licensor thereof, and all right, title and interest of Debtor therein or thereto, wherever located, whether now owned or hereafter acquired by Debtor;

(i) all of Debtor's books and records relating to any of the above whether presently existing or hereafter arising including without limitation, all tapes, cards, computer programs, computer data and software in possession or control of Debtor or any computer services bureau; and

(ii) any and all products and proceeds of the foregoing in any form, including without limitation any claims by Debtor against third-parties for loss, damage or destruction of any or all of the foregoing and all insurance proceeds relating to all of the above.

All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the property described in these GRANTING CLAUSES into cash or other liquidated claims, including proceeds of hazard, title and other insurance, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Premises, the Improvements, the Equipment and/or any other property or rights encumbered or conveyed hereby for any injury to or decrease in the value thereof for any reason, or by

any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade or streets.

The collateral listed in these GRANTING CLAUSES and any monies on deposit for the payment of real estate taxes, insurance premiums or special assessments against the Premises and all proceeds paid for damage done to the collateral described in these GRANTING CLAUSES or in or on the Premises and all proceeds of any award or claim for damages for any of the collateral described in these GRANTING CLAUSES or in or on the Premises taken or damaged under the power of eminent domain or by condemnation and all rents, issues and profits of and from the Premises and all leases or subleases of the Premises.

The items set forth in the GRANTING CLAUSES above are sometimes hereinafter separately referred to as "Collateral". The Premises and the Collateral are sometimes collectively referred to as the "Mortgaged Property."

The listing of specific rights or property shall not be interpreted as a limitation of general terms. Any capitalized term, not otherwise defined herein, shall be construed to have the same meaning as defined in the Construction Loan Agreement by and between Debtor and Secured Party.

EXHIBIT A  
LEGAL DESCRIPTION

**Parcel 1:**

**Lots 10, 14 and 15, La Vista City Centre, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.**

**Parcel 2:**

**Lot 2, La Vista City Centre Replat 1, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.**

**Parcel 3:**

**Access and Parking Easements in common areas for ingress and egress to lots as set forth in Declaration of Easements, Covenants, Conditions and Restrictions for La Vista City Centre, La Vista, Sarpy County, Nebraska, filed December 2, 2016 at Instrument No. 2016-31246, records of Sarpy County, Nebraska.**