



UCC 2016095912



NOV 16 2016 16:38 P 8

Fee amount: 13.00
FB: 11-16580
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/16/2016 16:38:04.00



2016095912

(Space above reserved for the Register of Deeds' recording information)

 DEATH CERTIFICATE COVER SHEET

Legal Description:

Lot(s):

Block:

Addition:

X UCC COVER SHEET

X UCC (New, Continuation, Assignment, Amendment, Correction)

 Release of UCC

 Termination of

 UCC

 Attachments -

X Qty. 2

Chicago Title L20164239 NS

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)
<input type="checkbox"/> Luther C. Curtis, Esq. Miller & Martin PLLC 1180 West Peachtree Street NW Suite 2100 Atlanta, GA 30309

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 Lucky Omaha Hospitality LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
330 N. 30th Street	Omaha	NE	68131	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 Access Point Financial, Inc.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Ravinia Drive, 9th Floor	Atlanta	GA	30346	USA

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

SEE SCHEDULE 1 ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

5. Check <u>only</u> if applicable and check <u>only</u> 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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> 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"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: Douglas County, Nebraska (25019.0206)	

Chicago Title
120164279 NS

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

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

Lucky Omaha Hospitality 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):

Debtor is Record Owner.

16. Description of real estate:

All that tract or parcel of land being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

17. MISCELLANEOUS:

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

(SCHEDULE 1)

TO UCC 1 FINANCING STATEMENT
 LUCKY OMAHA HOSPITALITY LLC, an Illinois limited liability company ("Debtor")
 ACCESS POINT FINANCIAL, INC. ("Secured Party")

The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "Collateral"):

All fixtures, buildings, structures, parking areas, landscaping, and other improvements of every nature now or hereafter situated, erected, or placed on the land located in Douglas County, Nebraska more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, together with any and all easements or rights or interests appurtenant thereto (the "Land") and all appurtenances and additions thereto and substitutions or replacements thereof, including, but not limited to all machinery, furnishings and equipment including, without limitation, all furnaces, boilers, oil burners, radiators and piping, coal stokers, refrigeration and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, awnings, window shades, kitchen cabinets, plants and shrubbery and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of the Land and the Improvements, together with any and all replacements thereof and additions thereto, fixtures (including, without limitation, all heating, air conditioning, plumbing and bathroom, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, without limitation, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, ice makers, radios, clock radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washer and dryers), other customary equipment and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the buildings, structures and improvements now or hereafter erected or located thereon or appurtenant thereto, including without limitation that "Foirur Points by Sheraton" hotel located on the Land and all related amenities and improvements (collectively, the "Improvements"), and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Land and the

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Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;

All accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles of Debtor, as such terms are defined in the Uniform Commercial Code, and all agreements, contracts, certificates, instruments, and other documents, now or hereafter entered into and all proceeds, substitutions and replacements thereof, all of Debtor's interest in contract rights, insurance proceeds, condemnation awards or proceeds, security deposits, franchises, books, records, appraisals, architectural and engineering plans, specifications, environmental and other reports relating to the Land, trademarks (to the extent assignable), trade names (to the extent assignable), servicemarks, logos, copyrights, goodwill, symbols, permits, licenses (to the extent assignable), approvals, actions, tenant or guest lists, advertising materials and telephone exchange numbers as identified in such materials, all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Land as a result of tax certiorari or any applications or proceedings for reduction, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Land, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, but excluding all rights to the name "Four Points by Sheraton" (collectively, "Intangibles");

All leases and other agreements affecting the use, enjoyment or occupancy of the Land or the Improvements heretofore or hereafter entered into (including, without limitation, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Land), together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto, as the same may be amended from time to time (collectively, "Leases");

All agreements (including, without limitation, all agreements now or hereafter entered into for the use and enjoyment of all food, liquor and other beverage licenses), contracts certificates, instruments, franchises, permits, licenses (including, without limitation, food, liquor and other beverage licenses, to the extent assignable), plans, specifications and other documents, now or hereafter entered into, together with any amendments, modifications, extensions and renewals of any thereof, and all subordinating estoppel rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof 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 documents between Debtor and Secured Party remains uncured, to receive and collect any sums payable to Debtor thereunder;

All (i) income, rents, room rates, receipts, issues, profits, revenues (including all oil and gas or other mineral royalties and bonuses), deposits and other benefits now due or which may become due or to which Debtor is now or hereafter may become entitled or which Debtor may demand or

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claim arising or issuing from or out of the operation of the business at the Land or any part thereof and all amounts paid as rents for such Land or the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels or other lodging facilities, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms, recreational facilities and otherwise; and (ii) receivables, customer obligations, installment payment obligations and other payment obligations whether already accrued, now accruing or to accrue in the future for the occupancy or use of the Property or any part thereof, or arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Land or personalty located thereon, or the rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, parking space, guest rooms or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Land, regardless of whether the revenues described in the preceding clauses (i) and (ii) are paid or accrued before or after the filing by or against Debtor of any petition for relief under any state or federal bankruptcy or insolvency laws (collectively, "Profits").

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EXHIBIT "A"

All of Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Eight (8), in Hillside Addition No. 1, an addition to the City of Omaha, in Douglas County, Nebraska, together with part of Lots Three (3) and Four (4), and the North Half (N½) of the vacated alley adjacent thereto on the South, together with all of Lots Five (5), Six (6) and Seven (7), and the North Half (N½) of the vacated alley adjacent thereto on the South, and all of Lots Fourteen (14) and Fifteen (15), and the South Half (S½) of the vacated alley adjacent thereto on the North, in Block Seven (7), in said Hillside Addition No. 1, together with parts of Lots Eight (8), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), and part of the vacated alley adjacent thereto on the North, in Block Seven (7), in said Hillside Addition No. 1, together with vacated Chicago Street, all more particularly described as follows:

Commencing at the Northwest corner of Lot Three (3), said Block Seven (7); thence Southerly, on the West line of said Lot Three (3), 40.00 feet, to the point of beginning; thence Southerly, on the West line of said Lot Three (3) and its Southerly extension, 86.00 feet, to the centerline of said vacated alley; thence Westerly, on the centerline of said vacated alley, 54.00 feet, to the Northerly extension of the West line of Lot Fifteen (15), said Block Seven (7); thence Southerly, on the West line of said Lot Fifteen (15) and its Northerly extension, 126.00 feet, to the Southwest corner of said Lot Fifteen (15); thence Easterly, on the South line of Lots Fourteen (14) and Fifteen (15), said Block Seven (7), 104.00 feet, to the Southeast corner of said Lot Fourteen (14); thence Northerly, on the East line of said Lot Fourteen (14), 16.00 feet; thence Northeasterly, 219.02 feet, more or less, to a point on the West line of Lot Nine (9), said Block Seven (7), said point being 14.73 feet South of the Northwest corner of said Lot Nine (9); thence Northerly, on the West line of said Lot Nine (9) and on its Northerly extension, 20.73 feet, more or less, to a point on the centerline of said vacated alley; thence Easterly, on the centerline of said vacated alley, 27.68 feet; thence Northwesterly, 126.18 feet, to a point on the North line of Lot Eight (8), said Block Seven (7), said point being 21.00 feet East of the Northwest corner of said Lot Eight (8); thence Northwesterly, 63.57 feet, to the Southeast corner of Lot Ten (10), said Block Eight (8); thence Northerly, on the East line of said Lot Ten (10), 120.00 feet, to the Northeast corner of said Lot Ten (10); thence Westerly, on the Northerly line of Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), said Block Eight (8), 200.00 feet, to the Northwest corner of said Lot Thirteen (13); thence Southerly, on the West line of said Lot Thirteen (13), 120.00 feet, to the Southwest corner of said Lot Thirteen (13); thence Southeasterly, on a 50.00 foot radius curve to the right (said curve being tangent to the North line of Chicago Street), an arc distance of 157.08 feet, to a point 100.00 feet South of the North right-of-way line of Chicago Street; thence Westerly, on a line 100.00 feet South of the North line of Chicago Street, 50.00 feet, to the point of beginning.

EXCEPT

A tract of land located in Lot Eight (8) and part of vacated alley adjoining, and vacated Chicago Street, Block Seven (7), Hillside Addition No.1 to the City of Omaha, Douglas County, Nebraska, described as follows:

Referring to the Southeast corner of Lot Ten (10), Block Eight (8), Hillside Addition No.1 to the City of Omaha; thence Southerly a distance of 53.37 feet along the Westerly existing 30th Street

right of way line to the point of beginning; thence Southerly deflecting 000 degrees 00 minutes 00 seconds a distance of 10.30 feet along the Westerly existing 30th Street right of way line; thence Southerly deflecting 016 degrees 13 minutes 30 seconds right, a distance of 126.21 feet along the Westerly existing 30th Street right of way line; thence Westerly deflecting 093 degrees 19 minutes 07 seconds right, a distance of 10.48 feet along said line; thence Northerly deflecting 089 degrees 53 minutes 04 seconds right, a distance of 135.71 feet to a point on the Westerly existing 30th Street right of way line to the point of beginning.