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FILED SARPY CO. NE.
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Sheryl J. Dowling
REGISTER OF DEEDS


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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) Gloria A. Turner; 402-636-8257
B. E-MAIL CONTACT AT FILER (optional) gturner@bairdholm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jon E. Blumenthal Baird Holm LLP 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102

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 192&370, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11550 I Street	Omaha	NE	68137	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 NewStreet Properties, L.L.C.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11165 Mill Valley Road	Omaha	NE	68154	USA

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

See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

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

6b. Check only if applicable and check only one box:
 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:

Sarpy County Register of Deeds

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

8a. ORGANIZATION'S NAME
192&370, LLC

OR 8b. 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):

See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

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):

192&370, LLC
11550 I Street
Omaha, Nebraska 68137

16. Description of real estate:

See Exhibit "B" attached hereto and incorporated herein by this reference.

17. MISCELLANEOUS:

EXHIBIT "A"

UCC FINANCING STATEMENT

(Item 4 Continued)

Debtor: 192&370, LLC

Secured Party: NewStreet Properties, L.L.C.

All of Debtor's right, title, and interest in the following collateral and the proceeds thereof:

(a) all articles of personal property now or hereafter owned or acquired by Debtor, including all right, title, and interest of Debtor in all "accounts" (including "health-care insurance receivables"), "chattel paper" (including "electronic chattel paper" and "tangible chattel paper"), "inventory," "equipment," "instruments" (including "promissory notes"), "investment property," "documents," "deposit accounts," "letter-of-credit rights," "general intangibles" (including "payment intangibles" and "software"), "supporting obligations," "as-extracted collateral," "farm products" and "fixtures" (as such terms are defined in the Code (hereinafter defined)), now owned or hereafter acquired by the Debtor, now or hereafter existing, which is now or hereafter related to, located upon or intended to be used or useful in, on, about, in connection with, or appurtenant to the real estate legally described on Exhibit "B" attached hereto and incorporated herein by reference (the "Real Estate"), or the improvements now or hereafter erected on the Real Estate ("Improvements"), or any portion thereof, or which arises out of or in connection with, or out of the use of, the Real Estate or the Improvements, or any portion thereof, and all other personal property of Debtor of any kind now or hereafter related to, located upon or intended to be used or useful in, on, about, in connection with, or appurtenant to the property or which arises out of or in connection with, or out of the use of, the Real Estate or the Improvements, or any portion thereof, including without limitation the following:

(b) Any and all fixtures, appliances, machinery, and equipment of any nature whatsoever, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Real Estate or any portion thereof, or other real estate described above or the buildings and improvements to be erected thereon, or used or intended to be used in connection with the Real Estate, or any portion thereof, or in the operation of the buildings and improvements, plant, business or dwelling situated thereon, whether or not the said buildings and improvements are or shall be affixed thereto, including, without limiting the generality of the foregoing, all building materials, fixtures, building machinery and building equipment delivered to the Real Estate, or any portion thereof during the course of, or in connection with, any construction of any buildings and improvements, and all furniture, fixtures, and equipment hereafter located on the Real Estate by way of replacement, substitution, addition, or otherwise;

(c) Any and all accounts, deposit accounts, accounts receivable, contract rights, chattel paper, documents, instruments, and other obligations, including supporting obligations, of any kind, now or hereafter existing, arising out of or in connection with or out of the use of or relating to the Real Estate or the Improvements, or any portion thereof, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, accounts

receivable, contract rights, chattel paper, documents, instruments, or other obligations, including supporting obligations;

(d) Any and all general intangibles, letter-of-credit rights, and investment property, including without limitation, goodwill, trademarks, tradestyles, tradenames, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials, consumer lists, vendor lists, accounting software, franchise rights, option rights, purchase contracts, and leasehold interests arising out of the use of or relating to the Real Estate or the Improvements, or any portion thereof;

(e) Any and all inventory in any form arising out of the use of or relating to the Real Estate or the Improvements, or any portion thereof, wherever located, now or hereafter existing, including, without limitation, (i) all products sold in the ordinary course of business of the Debtor and raw materials and work-in-process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof; (ii) goods in which the Debtor has any interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee); and (iii) goods which are returned to or repossessed by the Debtor, and all accessions thereto and products thereof and documents therefor;

(f) Any and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, stock or interest in water, irrigation or ditch companies, royalties, minerals, oil and gas rights, and lease or leasehold interest owned by the Debtor, now or hereafter used or useful in connection with, appurtenant to or related to the Real Estate or the Improvements, or any portion thereof;

(g) All leases of the Real Estate or the Improvements, or any portion thereof, or any part thereof, now or hereafter entered into or presently in existence and all rights, title, and interest of the Debtor thereunder, including cash and securities deposited under said leases to secure the performance by the lessees of their obligations thereunder or otherwise, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time or any successor statute thereto;

(h) All licenses, permits, authorizations, or approvals of any type or nature whatsoever, now owned or held or hereafter acquired which relate to the use, development or occupancy of the Real Estate or the Improvements, or any portion thereof;

(i) All insurance monies relating to the Real Estate or the Improvements, or any portion thereof, and all funds, monies, certificates of deposit, instruments, letters of credit and deposits of the Debtor held by, deposited with, or paid or payable to the Secured Party;

(j) All rents from, all issues, uses, profits, proceeds (including insurance proceeds) and condemnation awards, all products of, all replacements and substitutions for, and other rights and interests now and hereafter belonging to, any of the foregoing, all regardless of whether paid or accruing before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time or any successor statute thereto;

(k) Any and all awards or payments accepted in lieu thereof, and including interest thereon and the right to receive the same, which may be made with respect to the Real Estate or the Improvements, or any portion thereof as the result of: (i) the

exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any injury to or decrease in the value of the Real Estate or the Improvements, or any portion thereof, to the extent of the Obligations at the date of the receipt of any such award or payment by the Secured Party and to the extent of the reasonable attorneys' fees, costs, and expenses incurred by the Secured Party in connection with enforcement thereof and the collection of any such award or payment;

(l) All construction materials (whether or not incorporated into the Improvements, or any portion thereof) now owned or hereafter acquired by the Debtor and located upon or intended to be used in, on, or about the Real Estate or the Improvements, or any portion thereof, and in all accessories, parts and accessions attached to or used in connection therewith;

(m) Any and all soil studies and reports, environmental audits, plans, specifications, drawings, computations, sketches, test data, survey results, models, photographs, renderings, contract rights, rights, agreements, and other tangible or intangible property now or hereafter issued, used in connection with, essential to or relating to the Real Estate or the Improvements, or any portion thereof, or the development and construction of improvements thereon; and

(n) Any and all proceeds, cash and noncash, and products of the foregoing in whatever form and all accessions thereto, substitutions and replacements therefor.

EXHIBIT "B"

Legal Description of the Real Estate

A part of the Northwest Quarter of Section 32, Township 14 North, Range 11 East of the 6th P.M. in Sarpy County, Nebraska described as follows:

Beginning at a 1 1/4" open top pipe located at the Southwest corner of the Northwest Quarter of said Section 32; thence North 00°15'46" West for 1270.18 feet on the West line of the Northwest Quarter of said Section 32 to a point on the centerline of North Wehrspann Creek; thence along the centerline of said creek for the following eighty (80) courses:

1. Thence North 62°27'48" East for 84.67 feet;
2. Thence North 22°06'32" East for 33.47 feet;
3. Thence North 00°32'19" East for 22.97 feet;
4. Thence North 33°14'29" East for 51.80 feet;
5. Thence North 23°58'51" East for 37.64 feet;
6. Thence North 33°16'25" East for 38.27 feet;
7. Thence North 15°30'05" East for 11.13 feet;
8. Thence North 25°06'53" East for 41.68 feet;
9. Thence North 36°22'35" East for 24.97 feet;
10. Thence North 33°46'26" East for 15.41 feet;
11. Thence North 56°20'09" East for 25.08 feet;
12. Thence North 34°53'22" East for 34.51 feet;
13. Thence North 11°21'14" East for 32.80 feet;
14. Thence North 26°56'15" East for 54.08 feet;
15. Thence North 51°06'24" East for 71.73 feet;
16. Thence North 67°53'49" East for 50.40 feet;
17. Thence North 63°28'55" East for 87.10 feet;
18. Thence North 12°12'43" East for 42.50 feet;
19. Thence North 39°38'36" East for 32.51 feet;
20. Thence North 77°32'05" East for 18.72 feet;
21. Thence North 54°11'38" East for 9.28 feet;
22. Thence South 32°01'09" East for 29.64 feet;
23. Thence South 34°36'14" East for 39.49 feet;
24. Thence South 54°38'46" East for 30.87 feet;
25. Thence South 89°53'51" East for 28.77 feet;
26. Thence North 86°48'26" East for 21.03 feet;
27. Thence South 32°44'14" East for 29.84 feet;
28. Thence South 08°40'07" East for 26.83 feet;
29. Thence South 14°14'13" East for 36.28 feet;
30. Thence South 46°43'04" East for 54.12 feet;
31. Thence North 88°09'43" East for 45.36 feet;
32. Thence South 78°06'17" East for 39.32 feet;
33. Thence South 18°43'33" East for 64.09 feet;
34. Thence South 41°46'13" East for 31.16 feet;
35. Thence South 73°51'32" East for 61.46 feet;
36. Thence South 41°05'06" East for 60.75 feet;
37. Thence South 79°08'29" East for 59.85 feet;
38. Thence South 69°21'31" East for 24.86 feet;
39. Thence South 50°06'45" East for 60.15 feet;
40. Thence South 64°07'08" East for 49.75 feet;
41. Thence South 45°02'13" East for 66.53 feet;
42. Thence South 71°46' 50" East for 40.52 feet;

43. Thence South 61°01'01" East for 52.84 feet;
44. Thence South 20°51'25" East for 37.39 feet;
45. Thence South 52°37'49" East for 18.24 feet;
46. Thence North 79°19'54" East for 67.55 feet;
47. Thence South 83°28'26" East for 46.30 feet;
48. Thence South 70°57'04" East for 47.93 feet;
49. Thence South 54°56'47" East for 66.95 feet;
50. Thence South 55°55'36" East for 27.94 feet;
51. Thence South 72°28'32" East for 34.90 feet;
52. Thence South 85°33'45" East for 62.04 feet;
53. Thence South 41°49'32" East for 20.76 feet;
54. Thence South 08°26'33" West for 37.19 feet;
55. Thence South 22°23'26" West for 20.29 feet;
56. Thence South 60°02'41" West for 20.58 feet;
57. Thence South 07°12'26" East for 41.35 feet;
58. Thence South 49°56'54" East for 80.71 feet;
59. Thence South 22°03'19" East for 33.20 feet;
60. Thence South 41°11'30" East for 86.46 feet;
61. Thence South 27°37'33" East for 48.62 feet;
62. Thence South 46°47'47" East for 22.97 feet;
63. Thence South 58°58'17" East for 48.44 feet;
64. Thence South 07°28'28" West for 16.34 feet;
65. Thence South 41°51'39" East for 26.57 feet;
66. Thence South 67°29'31" East for 53.57 feet;
67. Thence South 89°34'46" East for 68.53 feet;
68. Thence South 63°22'58" East for 56.50 feet;
69. Thence North 83°13'58" East for 94.05 feet;
70. Thence North 72°05'12" East for 37.88 feet;
71. Thence South 54°36'12" East for 65.99 feet;
72. Thence South 68°38'47" East for 33.52 feet;
73. Thence South 41°27'49" East for 34.40 feet;
74. Thence South 70°47'39" East for 82.89 feet;
75. Thence South 12°22'11" East for 87.85 feet;
76. Thence South 77°01'04" East for 24.51 feet;
77. Thence South 50°23'49" East for 78.69 feet;
78. Thence South 54°52'01" East for 69.87 feet;
79. Thence South 78°13'47" East for 171.79 feet;
80. Thence South 74°45'47" East for 41.40 feet to the East line of the Northwest Quarter of said Section 32;

Thence South 00°16'08" East for 469.20 feet on said East line to a 1/2" rebar located at the Southeast corner of said Northwest Quarter of Section 32;

Thence South 89°58'43" West for 2637.81 feet to the Point of Beginning.

AND

The West One-Half (W1/2) of the Southwest Quarter (SW1/4) in Section 32, Township 14 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska.