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Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

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"/> Goulston & Storrs PC
885 Third Avenue
18th Floor
New York, New York 10022
<input type="checkbox"/> Attn: Stephen Schweiger, 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				
Mothership Master PropCo KB, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
5600 S. Quebec Street, Suite 220A		Greenwood Village	CO	80111
				COUNTRY
				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				
KeyBank National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
127 Public Square, 8th Floor		Cleveland	OH	44114
				COUNTRY
				USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A - Legal Description, attached hereto and made a part hereof.

See Schedule 1 - Collateral Description, 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

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Madison County, Iowa Filing - 121 E. Lane Street, Winterset, Iowa (05963-0090)

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

Mothership Master PropCo KB, 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 attached Exhibit A for Legal Description

**121 E. Lane Street
Winterset, IA**

17. MISCELLANEOUS:

Madison County, Iowa Filing - 121 E. Lane Street, Winterset, Iowa (05963-0090)

Exhibit A

Legal Description

Real property in the City of Winterset, County of Madison, State of Iowa, described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER ($\frac{1}{4}$) OF THE NORTHWEST FRACTIONAL QUARTER ($\frac{1}{4}$) OF THE NORTHWEST QUARTER ($\frac{1}{4}$) OF SECTION THIRTY-ONE (31), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., CITY OF WINTERSET, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER ($\frac{1}{4}$) OF THE NORTHWEST QUARTER ($\frac{1}{4}$) OF SAID SECTION THIRTY-ONE (31), THENCE SOUTH $89^{\circ}15\frac{1}{2}'$ EAST 50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 198.42 FEET; THENCE SOUTH $89^{\circ}15\frac{1}{2}'$ EAST 94.23 FEET; THENCE NORTH 27.25 FEET; THENCE SOUTH $89^{\circ}15\frac{1}{2}'$ EAST 162.27 FEET; THENCE NORTH 205.81 FEET; THENCE SOUTH $89^{\circ}15\frac{1}{2}'$ EAST 195.32 FEET; THENCE SOUTH $00^{\circ}03'$ EAST 306.48 FEET; THENCE NORTH $89^{\circ}15\frac{1}{2}'$ WEST 66 FEET; THENCE SOUTH $00^{\circ}03'$ EAST 125 FEET; THENCE NORTH $89^{\circ}15\frac{1}{2}'$ WEST 386.20 FEET TO THE POINT OF BEGINNING, EXCEPT PARCEL "F" LOCATED THEREIN, CONTAINING 0.613 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 342 ON FEBRUARY 26, 1998 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "E" LOCATED THEREIN, CONTAINING 0.014 ACRES, (621.3 SQUARE FEET), AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 343 ON FEBRUARY 26, 1998 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; AND EXCEPT PARCEL "Q" LOCATED THEREIN, CONTAINING 0.579 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2013, PAGE 2472 ON AUGUST 21, 2013 IN THE OFFICE OF THE RECORDER, MADISON COUNTY, IOWA.

Also described by a Surveyor as:

Beginning at an $\frac{1}{2}$ " Iron Rod Found and being located South $89^{\circ}08'20''$ West a distance of 292.40 feet from the SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER ($\frac{1}{4}$) OF THE NORTHWEST QUARTER ($\frac{1}{4}$) OF SAID SECTION THIRTY ONE (31), Running thence

1. Along the lands now or formerly City of Winterset, Iowa (APN: 821004900054000) North $01^{\circ}02'32''$ East, a distance of 225.65 feet to a set #4 rebar with yellow id cap "IOWA 2280"; thence

Running the following (3) courses and distances along the lands now or formerly Hurd & Daughter, LLC (APN: 821004900023000)

2. South $89^{\circ}08'20''$ East a distance of 10.47 feet to a set #4 rebar with yellow id cap "IOWA 2280"; thence

3. North $00^{\circ}23'11''$ East a distance of 206.04 feet to a $\frac{1}{2}$ " iron rod Found; thence

4. South $88^{\circ}59'15''$ East a distance of 195.37 feet to a $\frac{1}{2}$ " iron rod Found; thence

5. Along the lands now or formerly Heartland Coop (APN: 821004900061000), South $00^{\circ}15'25''$ West a distance of 306.20 feet to a set #4 rebar with yellow id cap "IOWA 2280"; thence

6. Along the lands now or formerly Nolan K. & Glenda Joann Collins (APN: 821004900030000) North $89^{\circ}08'20''$ West a distance of 66.00 feet $\frac{1}{2}$ " iron rod Found; thence

7. Continuing along the same South $00^{\circ}04'10''$ West a distance of 125.00 feet to a $\frac{1}{2}$ " iron rod Found; thence

8. Along the northeasterly right of way line of East Lane Street, North $89^{\circ}08'20''$ West a distance of 143.80 feet to the point of beginning.

SCHEDULE 1
COLLATERAL DESCRIPTION

Debtor does hereby irrevocably and unconditionally mortgages and warrants, grants, bargains, sells, conveys, and assigns to Secured Party, and with right of entry and possession, all estate, right, title and interest that Debtor now has or may later acquire in and to the following property (all or any part of such estate, right, title and interest that Debtor now has or may later acquire in and to such property, or any interest of Debtor in all or any part of it, as the context may require, the "**Property**"):

1.1.1 The real property as described in **Exhibit A** attached hereto, together with all existing and future easements and rights affording access to such real property (the "**Premises**");

1.1.2 All buildings, structures, and improvements now located or later to be constructed on the Premises (the "**Improvements**" and, together with the Premises, the "**Project**");

1.1.3 All existing and future appurtenances, privileges, easements, franchises, and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium, and other commercially valuable substances that may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and water stock, and any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed;

1.1.4 Subject to, and without in any way limiting the absolute assignment in Section 2 of the Mortgage, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing entered into by the Debtor in favor of the Secured Party dated as of February 28, 2018 (the "**Mortgage**"), all existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith, and any agreement (written or oral) between Debtor or its agents, and any tenant, lessee, occupant, licensee, guest or invitee pursuant to which Debtor, or its agent, agrees to permit such tenant, lessee, occupant, licensee, guest or invitee to park in or at the Project (each a "**Lease**", and collectively, the "**Leases**");

1.1.5 All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character, whether described in **Exhibit A** or not that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises or Improvements;

1.1.6 All goods, materials, supplies, chattels, furniture, fixtures, equipment, and machinery now or hereafter owned by Debtor and now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises or Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration, and plumbing fixtures and equipment now or hereafter owned by Debtor, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Security Instrument, and any manufacturer's warranties with respect thereto;

1.1.7 All building materials, equipment, work in process and other personal property (excluding Contents (hereinafter defined)) of any kind now or hereafter owned by Debtor, whether stored on the Premises or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

1.1.8 All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserve accounts, impound accounts, and any other bank accounts of Debtor relating to the Project or the operation thereof;

1.1.9 All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of a Lender), that arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally;

1.1.10 All insurance policies and the proceeds thereof pertaining to the Premises, the Improvements, or any other property described in Section 1.1 of the Mortgage, and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any property described in Section 1.1 of the Mortgage into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding or any settlement in lieu thereof, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described in Section 1.1 of the Mortgage, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

1.1.11 All of Debtor's right, title, and interest in and to any and all units, common elements, declarant rights, development rights, and any other rights relating to the Premises or the Improvements, whether now existing or subsequently arising, under any and all condominium declarations, covenants, conditions, and restrictions, development agreements, or other agreements or declarations now existing or later executed relating to the Premises or Improvements, and all laws now existing or later enacted relating to the Premises or Improvements, including those relating to condominiums, and all rights of Debtor in connection with any owner's association, condominium association, architectural control committee, or similar association or committee, established in connection with the Project, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees;

1.1.12 All of Debtor's right, title, and interest in and to any swap transaction or interest rate agreement or interest rate hedging program through the purchase by Debtor of an interest rate swap, cap, or such other interest rate protection product (an agreement evidencing any such arrangement, an "*Interest Rate Agreement*"), all whether now or hereafter entered into by Debtor with respect to the Loan, including any and all amounts payable to Debtor, any deposit account or accounts with Secured Party or any Lender in the name of Debtor for deposit of payments to Debtor in connection with any Interest Rate Agreement or swap transaction, and any and all funds now or hereafter on deposit therein;

1.1.13 All of Debtor's right, title, and interest in and to (i) all agreements (except for Leases), commitments, and options now or hereafter existing with respect to the construction, ownership, maintenance, operation, management, or use of the Premises or Improvements, including that certain Management Agreement dated as of February 28, 2018 by and between Debtor and RV Horizons, as the same may be amended, modified, supplemented and/or assigned from time to time in accordance with the terms of the Credit Agreement; (ii) all plans, specifications, drawings, and reports now existing or hereafter prepared with respect to the Premises or Improvements, including architectural and engineering plans, specifications and drawings, soils reports, environmental reports, and all other property reports; (iii) the Project Licenses (hereinafter defined); (iv) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clauses (i) through (iii) of this Section 1.1.13; and (v) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) now existing or hereafter entered into or provided with respect to any of the items described in clauses (i) through (iv) of this Section 1.1.13 (collectively, the "**Contracts**");

1.1.14 All of Debtor's right, title, and interest in and to all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements;

1.1.15 To the fullest extent not prohibited by applicable laws, all of Debtor's rights in all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements (the "**Project Licenses**");

1.1.16 All books, records, and data pertaining to any and all of the property described above, however recorded, stored, or maintained, including digital, electronic, and computer-readable data and any computer hardware or software necessary to access and process such data ("**Books and Records**"); and

1.1.17 All products, profits, rents, proceeds of, additions and accretions to, substitutions, and replacements for, and changes in any of the property described above.

1.1.18 Notwithstanding anything to the contrary set forth in this Security Instrument, the definition of Property specifically excludes, and Debtor does not grant a security interest in, any personal property that constitutes 'contents' for which flood insurance would be required under applicable law (the "**Contents**") if such Contents were collateral for the Loan.

Capitalized terms not defined herein shall have the meaning ascribed to them under the Mortgage.