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FILED SAPPY CO. NE.  
INSTRUMENT NUMBER  
2007-35721

2007 NOV 30 P 12: 08

*Glenn J. Newling*  
REGISTER OF DEEDS

COUNTER CM C.E. RJ  
VERIFY B D.E. RJ  
PROOF \_\_\_\_\_  
FEES \$ 50.50  
CHECK # 000889  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

Prepared by:

Dorothea S. Coy  
Hunter, Maclean, Exley & Dunn, P.C.  
200 East St. Julian Street  
Savannah, Georgia 31401

Recording requested by,  
and after recording, return to:

GE Commercial Finance Business Property Corporation  
Attn: Middle Market Risk  
10900 Northeast Fourth Street, Suite 500  
Bellevue, Washington 98004

Loan No.: 6325142-001

**LOAN MODIFICATION AND ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

(10088 South 136<sup>th</sup> Street, Omaha, Sarpy County, Nebraska)

THIS LOAN MODIFICATION AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of November 16, 2007, by and among GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION, a Delaware corporation, whose address is 10900 Northeast Fourth Street, Suite 500, Bellevue, Washington 98004 ("Lender"), UTF OMAHA LLC, a Delaware limited liability company, whose address is c/o United Trust Fund, 701 Brickell Avenue, Miami, Florida 33131 ("Original Borrower"), and RUSSELL D. JETER, AS TRUSTEE OF THE R. JETER FAMILY TRUST UNDER TRUST AGREEMENT DATED JANUARY 29, 1999, AND NOT INDIVIDUALLY, whose address is 1004 Commercial Avenue, #1112, Anacortes, Washington 98221 ("Transferee"), with reference to the recitals hereinafter set forth.

RECITALS:

A. Original Borrower is the owner of certain real property in the City of Omaha, Sarpy County, Nebraska, commonly known as 10088 South 136<sup>th</sup> Street, and more particularly described in Exhibit A attached hereto (the "Property").

B. Lender has heretofore made to Original Borrower a certain loan (the "Loan"), pursuant to which Borrower executed and delivered to Lender the following documents, all dated of even date herewith (the "Loan Documents"):

Return to:  
NEBRASKA TITLE COMPANY  
4257 S 144TH STREET  
OMAHA, NE 68137

1 35721

CTC-20073451 RC  
\$50.50

NT-COM

A

1. A Balloon Promissory Note in the principal face amount of Four Million Five Hundred Thousand and no hundredths Dollars (\$4,500,000.00) (the "Note"), bearing interest at the rate set forth therein;
2. A Commercial Deed of Trust, Security Agreement and Assignment of Leases and Rents (the "Deed of Trust") respecting the Property, recorded immediately prior hereto or contemporaneously herewith in the land records of Sarpy County, Nebraska;
3. An Assignment of Rents and Leases ("Assignment of Rents") recorded immediately prior hereto or contemporaneously herewith in the land records of Sarpy County, Nebraska;
4. An Environmental Indemnity Agreement Regarding Hazardous Substances;
5. A Security Agreement;
6. A Subordination, Nondisturbance, Attornment and Lessee-Lessor Estoppel Agreement among Borrower, Lender, and Cummins Central Power, LLC, recorded immediately prior hereto or contemporaneously herewith in the land records of Sarpy County, Nebraska; and
7. A UCC-1 Financing Statement naming Borrower as Debtor and Lender as Secured Party, recorded immediately prior hereto or contemporaneously herewith in the land records of Sarpy County, Nebraska.

C. Original Borrower desires to transfer its interest in the Property to Transferee, and Transferee desires to acquire the Property. Under the terms of Section 17 of the Deed of Trust, Original Borrower is prohibited from selling, transferring, or assigning the Property without first obtaining Lender's prior written consent. Lender is willing to consent to the proposed transfer of the Property between Original Borrower and Transferee on the terms and subject to the conditions set forth herein.

D. Original Borrower, Lender and Transferee desire to amend the Loan Documents to reflect the transfer of the Property to Transferee, to reflect Transferee's assumption of the obligations of Borrower set forth in the Loan Documents, and in other respects as hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Transfer; Assumption of Obligations. Lender hereby consents to the transfer of the Property to Transferee, subject to the Deed of Trust and subject to the terms of the Loan Documents. Transferee hereby accepts, assumes, and undertakes to perform, from and after the date hereof, all covenants, obligations and liabilities of Original Borrower under the Loan Documents.

2. Release of Original Borrower. Original Borrower is hereby released from its liability under the Loan Documents, except as to any liability which arises from events occurring prior to the date of this Agreement, including, without limitation, any environmental indemnity obligations under the Indemnity.

B

3. Amendments to Loan Documents. All references in the Loan Documents to "Borrower" shall be deemed to refer to Transferee.

4. Notices. Transferee's address for notices pursuant to Section 18 of the Deed of Trust and otherwise under the Loan Documents shall be its address shown in the first paragraph hereof. Section 14 of the Deed of Trust is revised to show that Transferee's Social Security Number or Federal Tax ID Number is 554-02-4201. Transferee has no Organizational ID Number.

5. Representations and Warranties of Original Borrower. Original Borrower hereby represents and warrants to Lender as follows:

- (a) This Agreement is the legally valid and binding obligation of Original Borrower, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limited creditors' rights generally.
- (b) To the best of Original Borrower's knowledge, there is no action or proceeding pending or threatened against Original Borrower which may substantially affect its ability to perform under this Agreement or under the Loan Documents or the validity, priority, or enforceability of any of this Agreement or the Loan Documents.
- (c) To the best of Original Borrower's knowledge, the execution, delivery, and performance of this Agreement have not constituted and will not constitute a breach, default, or violation of or under the operating agreement of Original Borrower or any agreement, indenture, contract, lease, law, order, decree, judgment, or injunction to which Original Borrower is a party or may be bound.
- (d) No representation or warranty of Original Borrower contained in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading.
- (e) Original Borrower is not in default under any of the Loan Documents.
- (f) All taxes due and payable on the Property have been paid.
- (g) Any and all certificates of occupancy, permits, licenses, and other authorizations required for the operation of the Property are in full force and effect.

6. Representations and Warranties of Transferee. Transferee hereby represents and warrants to Lender as follows:

- (a) Russell D. Jeter is the sole trustee of the R. Jeter Family Trust, a trust formed under the laws of the State of California pursuant to a Declaration of Trust dated January 29, 1999 (the "Trust"). The execution and delivery of this Agreement have been authorized by any and all necessary action of the trustee and beneficiaries of the Trust.

C

- (b) This Agreement is the legally valid and binding obligation of Transferee, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.
- (c) To the best of Transferee's knowledge, there is no action or proceeding pending or threatened against Transferee which may substantially affect its ability to perform under this Agreement or under the Loan Documents or the validity, priority, or enforceability of any of this Agreement or the Loan Documents.
- (d) To the best of Transferee's knowledge, the execution, delivery, and performance of this Agreement have not constituted and will not constitute a breach, default, or violation of or under the declaration establishing the Trust, or any agreement, indenture, contract, lease, law, order, decree, judgment, or injunction to which Transferee is a party or may be bound.
- (e) No representation or warranty of Transferee contained in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

7. No Further Amendment to Loan Documents. This Agreement shall not be construed to amend the Loan Documents except as is expressly provided hereby.

8. Incorporation of Exhibits, Etc. The preamble, recitals and exhibits hereto are hereby incorporated into this Agreement.

9. Governing Law. This Agreement, and the transaction contemplated hereunder, shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and to be performed therein (excluding choice-of-law principles) and is intended to be executed as an instrument under seal.

10. Counterparts. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

11. Attorneys' Fees of Lender. Transferee shall reimburse the Lender for its reasonable out-of-pocket expenses and pay the reasonable fees and disbursements of Hunter, Maclean, Exley & Dunn, P.C., counsel for the Lender, in connection with the preparation of this Agreement and the exhibits hereto and any and all other documents and agreements pursuant hereto.

12. Modification. No provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

D

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be executed by their duly authorized representatives under seal as of the day and year first above written.

ORIGINAL BORROWER:

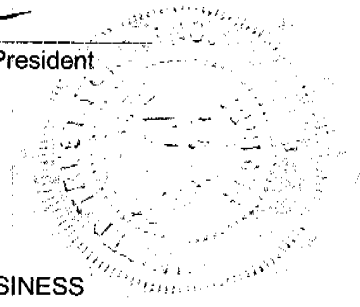
UTF OMAHA LLC,  
a Delaware limited liability company

By its sole Member,  
United Trust Fund Limited Partnership,  
a Delaware limited partnership

By its sole General Partner,  
United Trust Fund, Inc.,  
a Florida corporation

By: *Fred M. Berliner*  
Fred M. Berliner, Senior Vice President

[SEAL]



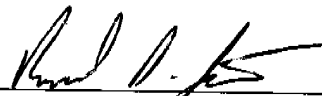
LENDER:

GE COMMERCIAL FINANCE BUSINESS  
PROPERTY CORPORATION,  
a Delaware corporation

By: *Roberta L. Greenway*  
Printed Name: *Roberta L. Greenway*  
Title: *Sr. Closing Analyst*

E

TRANSFeree:

  
\_\_\_\_\_  
[L.S.]  
RUSSELL D. JETER, AS TRUSTEE OF THE R.  
JETER FAMILY TRUST UNDER TRUST  
AGREEMENT DATED JANUARY 29, 1999,  
AND NOT INDIVIDUALLY

Exhibits:

Exhibit A - Legal Description

F

STATE OF Florida )  
 )  
COUNTY OF Dade ) ss.

ACKNOWLEDGMENT OF ORIGINAL BORROWER

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Fred M. Berliner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to me the Senior Vice President of United Trust Fund, Inc., a Florida corporation that is the sole general partner of United Trust Fund Limited Partnership, a Delaware limited partnership that is the sole member of UTF Omaha LLC, a Delaware limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by him as Vice President of such corporation as general partner as sole member.

WITNESS my hand and official seal this 14 day of November, 2007.

*Patricia Winer*

Notary Public

My commission expires: 8-19-2011

[SEAL]



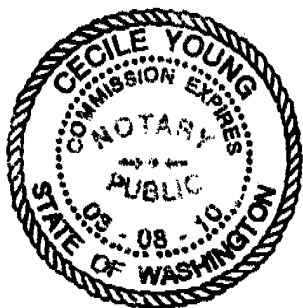
G

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

ACKNOWLEDGMENT OF LENDER

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Roberta L. Greenway, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/ herself to me to be the Senior Closing Analyst of GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION, a Delaware corporation, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/her as such officer.

WITNESS my hand and official seal this 13<sup>th</sup> day of November, 2007.



[SEAL]

Cecile Young  
Notary Public  
My commission expires: 3/8/2010



H

STATE OF WA )  
 )  
COUNTY OF SKAGIT ) ss.

ACKNOWLEDGMENT OF TRANSFEREE

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Russell D. Jeter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to me to be the Trustee of The R. Jeter Family Trust, and that he executed the foregoing instrument for the purposes therein contained, by signing his name as trustee of The R. Jeter Family Trust.

WITNESS my hand and official seal this 14~~th~~ day of November, 2007.

Cecilia Hoffman  
Notary Public

My commission expires: 10-8-09

[SEAL]

2007-35721 I

Loan No.: 6325142-001

**EXHIBIT A**

(10088 South 136<sup>th</sup> Street, Omaha, Sarpy County, Nebraska)

Legal Description:

Lot One (1), Hilltop Industrial Park Replat 4, a Subdivision in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the NE corner of said Lot 1; thence South (assumed bearing) 590.00 feet on the East line of said Lot 1 to the SE corner thereof; thence West 588.83 feet on the South line of said Lot 1 to the SW corner thereof; thence N 00° 37' 17" W 590.03 feet on the West line of said Lot 1 to the NW corner thereof; thence East 595.23 feet on the North line of said Lot 1 to the point of beginning.