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DECLARATION OF UTILITIES EASEMENT

THIS DECLARATION OF UTILITIES EASEMENT (the "Easement Declaration") is made this 29th day of September, 2006, by Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("Declarant") and Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation ("Association").

RECITALS

WHEREAS, Declarant is the owner of certain real estate legally described as Lots 1 through 25, inclusive, and Outlots 1, 2 and 3, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska (the "Real Estate"); and

WHEREAS, the final plat of the Real Estate was recorded on September 29, 2006 as Instrument No. 2006112368 (the "Plat") and depicts certain utility and maintenance easements; and

WHEREAS, Declarant desires to grant and establish an easement upon those portions of the Real Estate as shown on the Plat as utilities and maintenance easements in favor of the Association and as depicted on Exhibit "A" attached hereto (the "Easement Area") for the installation, maintenance, use, operation, repair, replacement and removal of such utility lines and for the installation of additional utility lines as may be installed in the future.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Real Estate and all present and future owners and occupants of the same shall be and hereby are subject to the terms, covenants, easements and conditions hereinafter set forth in this Easement Declaration, so that the Real Estate shall be maintained, kept, sold and used in full compliance with and subject to this Easement Declaration and, in connection therewith, Declarant covenants and agrees as follows:

1. **Utilities Easement.** Subject to the terms and conditions hereof, Declarant hereby grants and conveys to Declarant and the Association, for the use and benefit of all successors or assigns of Declarant as the owner of all or any portion of the Real Estate (hereinafter the "Owners"), nonexclusive permanent easements over, through and upon the Easement Area for (a) the purpose of installing, maintaining, using, operating, repairing, replacing and removing the utility lines that serve all or any portion of the Real Estate, whether now or hereafter located within the Easement Area, including without limitation, sanitary sewer lines, storm sewer lines, natural gas lines, water lines, and electrical lines and communication lines (all such present and future utility lines are hereinafter collectively, the "Utility Lines") and (b) the right to temporarily enter, remain and pass on, over and across the Easement Area for

Return to:
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1500 Woodmen Tower
Omaha, NE 68102

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the purpose of exercising the Association's or the Owners' rights granted herein (collectively, the "Utilities Easement"). The Owner of any portion of the Real Estate upon which the Easement Area is located shall be entitled to install parking areas, sidewalks, accessways and landscaping on the Easement Area, so long as the same do not unreasonably interfere with the Easement Area, the Utility Lines or the Association's ability to exercise its rights hereunder.

2. **Grant of Sub-easements.** The Association reserves the right to grant sub-easements to any and all Owners, upon such terms and conditions as the Association may determine, to enable such Owners and their respective successors, assigns, employees, agents, contractors, tenants, licensees and invitees to install, maintain, use, operate, repair, replace and remove new Utility Lines located in the Easement Area for utility service to the portions of the Real Estate owned by such Owner.

3. **Other Easements and Uses.** The Association reserves the right for itself and for its successors and assigns, (a) to enter into one or more agreements with public or private utility companies to construct, or allow the construction of, overhead, at grade and below grade Utility Lines within the Easement Area to service all or a portion of the Real Estate and (b) to grant other easements over, under and upon the Easement Area for other uses and other improvements on the Easement Area so long as such other easements and improvements do not materially adversely affect use of the Utility Lines or of the Easement Area for utility services. The Association shall not construct or authorize the construction of any overhead or at grade Utility Lines within the Easement Area without the prior written consent of the Owner of the portion of the Real Estate on which such construction is to occur, which consent shall not be unreasonably withheld, conditioned or delayed. Declarant agrees, for itself and for any successor owners of the portion of the Real Estate upon which the Easement Area is located, that it shall not do or permit to be done, any act upon the Real Estate that would prevent or materially hinder (a) the beneficial use of the Utilities Easement herein granted or (b) the use and enjoyment of the Real Estate upon which the Easement Area is located. Notwithstanding the foregoing, the Association may temporarily restrict the use of the Easement Area in order to expand, repair, replace or maintain the Utility Lines located therein, or other improvements thereon, or authorize others to do so.

4. **Repair and Maintenance.** Notwithstanding the grant of any sub-easements for the use of the Utility Lines in the Easement Area, the Association agrees that it shall be responsible for the construction, repair, maintenance, replacement and removal of Utility Lines in the Easement Area and shall keep the same in good and useable condition, which shall include without limitation, trimming, cutting and removing such shrubs, tree limbs and other landscaping or any improvements within the Easement Area which may in the judgment of the Association, interfere with, limit access to or endanger the Utility Lines or their operation or which must be removed in order to perform such repair and maintenance necessary to keep the Utility Lines and Easement Area in good repair. In accordance with the terms and provisions of the Declaration of Covenants, Conditions, Reservations and Restrictions for Omaha Works Industrial Park (the "Declaration of Covenants"), which are being filed concurrently with this Easement Declaration, the Association shall have the right to fix, levy and charge the Owners of the Real Estate Dues and Assessments (as defined in the Declaration of Covenants) to reimburse the Association for the costs of such maintenance and repair.

5. **Relocation.** The Association shall have the right at any time, and from time to time to relocate any portion of the Easement Area to another location on the Real Estate or to terminate the Utilities Easement over portions of the Real Estate; provided, however, that (a) the Association shall first provide written notice to the Owners of the Real Estate of the decision to

relocate the Easement Area or terminate the Utilities Easement at least sixty (60) days prior to the date of such relocation or termination, and no Owner affected thereby has objected thereto, (b) such relocation or termination shall not materially limit or have a material adverse affect on the utility services provided by the Utility Lines to the individual lots that comprise the Real Estate, (c) all costs associated with the relocation or termination shall be paid by the Association or by the Owner requesting such relocation, and (d) the Owner of the portion of the Real Estate where the relocated Easement Area will be located consents thereto. Each Owner shall have the right to relocate or reconfigure the Easement Area located on such Owner's portion of the Real Estate, provided that (a) such Owner shall first provide written notice to the Owners of the Real Estate of the decision to relocate or reconfigure the Easement Area at least sixty (60) days prior to the date of such relocation or reconfiguration, (b) during such relocation or reconfiguration, the Owners shall always have utility services provided by the Utility Lines to the individual lots that comprise the Real Estate, (c) such relocation or reconfiguration shall not materially limit or have a material adverse affect on the utility services provided by the Utility Lines to the individual lots that comprise the Real Estate, and (d) all costs associated with such relocation or reconfiguration shall be paid by the Owner initiating such relocation or reconfiguration. In such event, the Utilities Easement granted hereby will cease as to that portion of the Easement Area that is no longer being used for the Utility Lines and will be deemed to have been relocated to the new location on the Real Estate as designated by the Association or an Owner, as the case may be. In such event, the Association and the Owners of the affected Real Estate shall execute an amendment to this Easement Declaration setting forth the new Easement Area. The Association agrees that it shall cooperate with any Owner in terminating or relocating the Easement Area on the portion of the Real Estate owned by such Owner in the event the same is necessary to accommodate subdividing, combining or rezoning such portion of the Real Estate.

6. **Binding Effect.** All of the covenants, agreements, conditions, and restrictions set forth in this Easement Declaration are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the parties hereto, and their respective successors, assigns, grantees, representatives, tenants and invitees.


7. **Enforcement.** The provisions of this Easement Declaration may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Easement Declaration by any party shall give the other party the right to cancel, rescind or otherwise terminate this Easement Declaration, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

8. **Termination of Easement.** The Utilities Easement may be terminated only by a written instrument executed by the Association and all then Owners of the Real Estate.

9. **Miscellaneous.** The Utilities Easement granted herein shall run with the land and be binding on the successors and assigns of the parties hereto. This Easement Declaration contains the entire agreement of the parties regarding the Utilities Easement. This Easement Declaration shall be construed and governed by the laws of the State of Nebraska. The paragraph headings in this Easement Declaration are for convenience only, shall in no way define or limit the scope or content of this Easement Declaration, and shall not be considered in any construction or interpretation of this Easement Declaration or any part thereof.

IN WITNESS WHEREOF, the Declarant and the Association have executed this instrument as of the date first stated above.

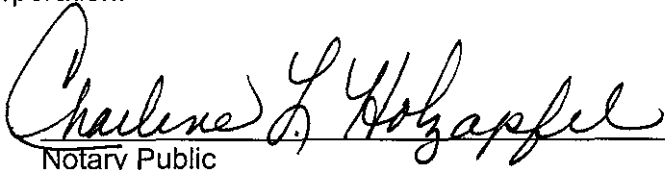
CONNECTIVITY SOLUTIONS MANUFACTURING, INC., a Delaware corporation

By: 
Richard Dall'Asen, President

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 28th day of September, 2006, by Richard Dall'Asen the President of Connectivity Solutions Manufacturing, Inc., a Delaware corporation, on behalf of the corporation.



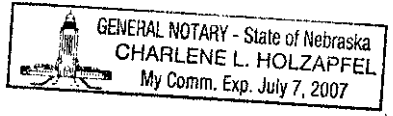

Notary Public

OMAHA WORKS INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, a Nebraska non-profit corporation

By: *Rhett P. Zeplin*
Rhett Zeplin, President

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

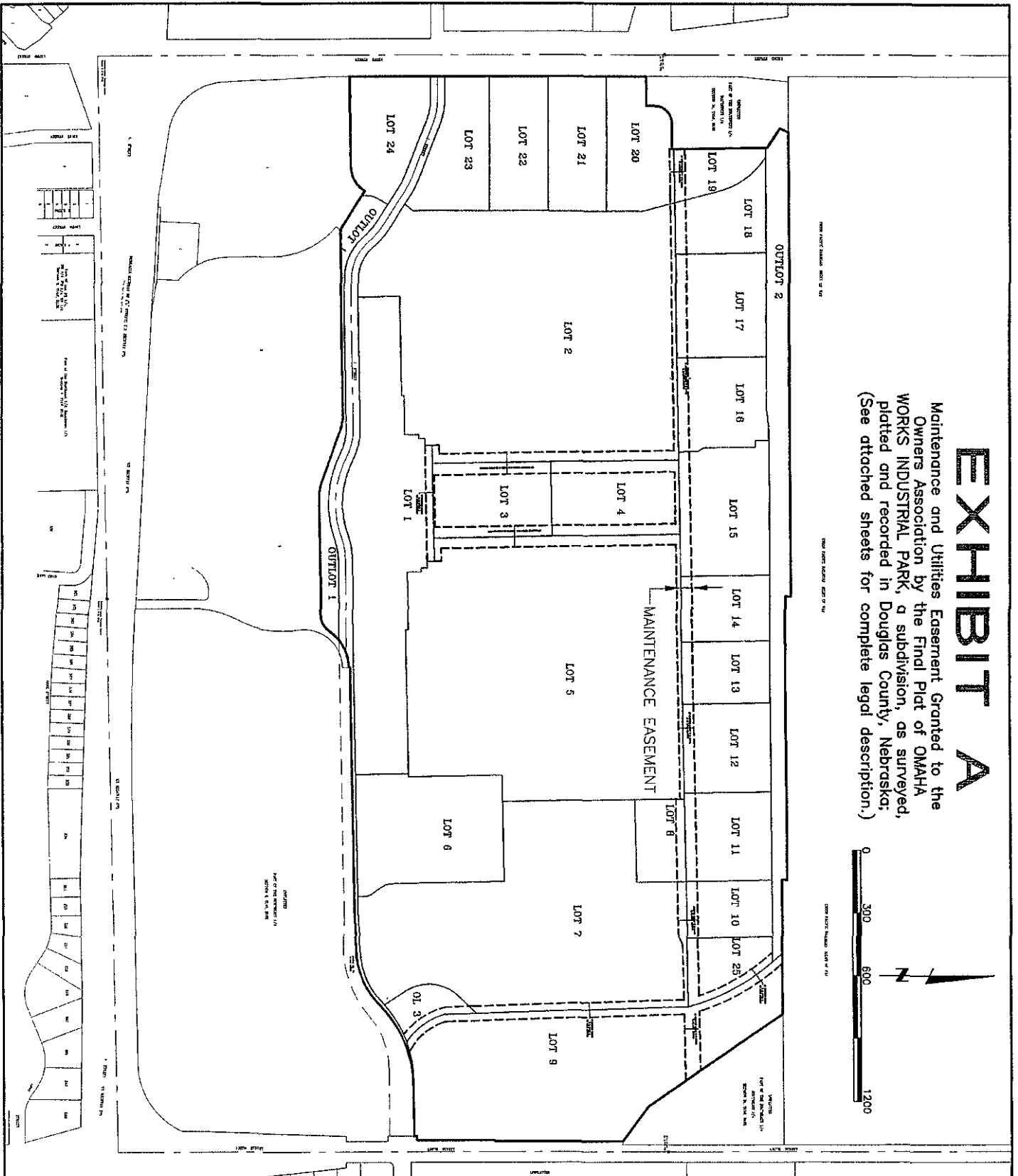
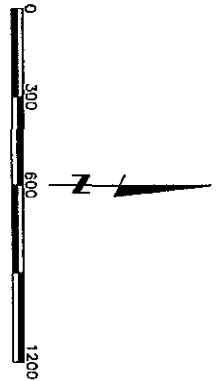
The foregoing instrument was acknowledged before me on the 25th day of September, 2006, by Rhett Zeplin, the President of Omaha Works Industrial Park Property Owners Association, a Nebraska non-profit corporation, on behalf of the corporation.



Charlene L. Holzappel
Notary Public

EXHIBIT A

Maintenance and Utilities Easement Granted to the Owners Association by the Final Plat of OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. (See attached sheets for complete legal description.)



Lamp, Rynearson & Associates, Inc.

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Omaha, Nebraska 68154-2027

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drawn by EAM
designer: FAK
job number-task@10787.18-003
date: 9-22-06
book: page: EXHIBIT A-3
file name: 0187EXHIBITS.DWG

PERMANENT MAINTENANCE
AND UTILITY EASEMENT

A permanent maintenance and utilities easement granted to the Owners Association in the Final Plat OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

EXCEPT that part granted over Lots 2, 20, 21, 22, and 23 of said OMAHA WORKS INDUSTRIAL PARK described as follows:

Beginning at the southeast corner of said Lot 23;
Thence North 57°46'00" West (bearings referenced to the Final Plat of Omaha Works Industrial Park) for 15.11 feet along the north right of way line of I Street;
Thence North 00°00'00" West for 1071.66;
Thence along a curve to the left (having a radius of 1400.00 feet and a long chord bearing North 13°44'29" West for 90.83 feet) for an arc length of 90.84;
Thence North 15°27'12" West for 79.16 feet;
Thence North 89°05'22" East for 103.31 feet parallel with and 20.00 feet south of the north line of said Lots 2 and 20;
Thence South 15°27'12" East for 53.09 feet;
Thence along a curve to the right (having a radius of 1500.00 feet and a long chord bearing South 13°32'13" East for 107.76 feet) for an arc length of 107.78;
Thence South 00°00'00" West for 1144.94 feet to the north right of way line of I Street;
Thence North 57°46'00" West for 103.11 feet along said north right of way line to the Point of Beginning.