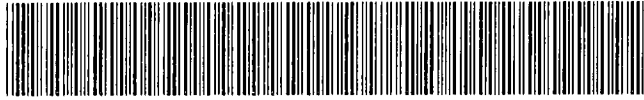



MISC 2010077301



AUG 27 2010 11:39 P 2

21, mwc  
 FEE 1050 FB 10.40602  
 BXP \_\_\_\_\_ CO \_\_\_\_\_ COMP CC  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_  
 A \_\_\_\_\_ F \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 8/27/2010 11:39:24.46  
  
 2010077301

Promissory Note

Return To:  
 First Nebraska Title  
 2425 South 120<sup>th</sup> Street  
 Omaha, NE 68144

Box # 41

Courtesy filing

# Promissory Note

Principal amount: \$200,000.00

DATE, July 1, 2010

FOR VALUE RECEIVED, Omar-5, LLC, a Nebraska Limited Liability Company (Borrower) promises to pay Louis Rotella, Jr. (Lender) the sum of two hundred thousand dollars (\$200,000.00 ), and interest at the yearly rate of 4.5% on the unpaid balance as specified below.

Repayment shall be made in made in full with principal and interest as follows; (a) at such time as the leasing of the Omar Baking Company building is equal to 70% of the floor area / 80,000 square feet or the Annual Income on a triple net basis is equal to or exceeds \$200,000.00 annually, or (b) when the balance of TIF financing (\$200,000.00) is funded by Mutual of Omaha Bank.

Payments will be applied first to interest and then to principal.

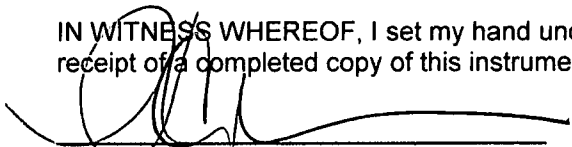
If the Borrower fails to make payment when due or fails to comply with any other term of this promissory note, the loan will be considered in default. A late penalty charge of twenty five dollars (\$25.00) per day will be assessed until the account is brought current inclusive of the late charges, interest and applicable fees.

Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by the property described above as the Omar Baking Company building at 4383 Nicholas Street, Omaha, Nebraska 68131. Legally described as: Lot 1, Walnut Hill Replat 6, an Addition to the City of Omaha, in Douglas County, NE

This note may be prepaid by the Borrower at any time in whole or in part without premium or penalty.

The Borrower must promptly inform the Lender of any change in name or address.

IN WITNESS WHEREOF, I set my hand under seal this 1 <sup>July</sup>~~5<sup>th</sup>~~ day of ~~June~~, 2010 and I acknowledge receipt of a completed copy of this instrument.

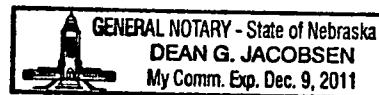
  
Ray Trimble,

President Omar-5, LLC,

Permanent Address: 4383 Nicholas Street  
Omaha, Nebraska 68131

  
Notary Public - SEAL

My Commission Expires 12/9/11



The foregoing instrument was acknowledged before me on July 1st, 2010 by Ray Trimble, President of Omar-5, LLC, a Nebraska limited liability company, on behalf of the limited liability company. Ray Trimble personally appeared before me, a General Notary Public, for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.