

COUNTER ah C.E. JP  
VERIFY ah D.E. JP  
PROOF 30.50  
FEES \$ 30.50  
CHECK # 30.50  
CHG. STS CASH 30.50  
REFUND 30.50 DEBIT 30.50  
SHORT 30.50 NCR 30.50

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2009-30957  
2009 SEP 22 P 12:09  
George J. Dowling  
REGISTER OF DEEDS

RECORDING REQUESTED BY

Grantor Index: United States of America, Secretary of the Air Force

Grantee Index: Offutt AFB America First Communities, LLC

Reference: Memorandum of Lease recorded in the records of the Sarpy County Register of Deeds on September 16, 2005, as Instrument Number 2005-34171.

AFTER RECORDING RETURN TO:

Walt Griffiths, Esq.

The Omaha Building

Kutak Rock LLP

1650 Farnam Street

Omaha, NE 68102-2186

SECOND AMENDMENT TO LEASE AND TO MEMORANDUM OF LEASE

THIS SECOND AMENDMENT TO LEASE AND TO MEMORANDUM OF LEASE (this "Amendment"), dated as of August 25, 2009 (the "Effective Date"), is entered into by and between THE UNITED STATES OF AMERICA, acting by and through THE SECRETARY OF THE AIR FORCE (the "Secretary" or the "Government") and OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC, a Nebraska limited liability company ("Lessee").

RECITALS

WHEREAS, the Secretary and the Lessee entered into that certain Lease of Property on Offutt Air Force Base, Nebraska, dated September 15, 2005, as amended by the First Amendment to Ground Lease dated as of December 17, 2008 and the Amendment (as defined below) (collectively, the "Ground Lease"); and

WHEREAS, a Memorandum of Lease dated as of September 15, 2005, was recorded in the records of the Sarpy County Register of Deeds on September 16, 2005, as Instrument Number 2005-34171 (the "Original Memorandum of Lease"); and

WHEREAS, an Amendment to Lease and to Memorandum of Lease (the "Amendment") dated as of December 17, 2008, amending the Original Memorandum of Lease was recorded in the records of the Sarpy County Register of Deeds on December 22, 2008, as Instrument Number 2008-33548 (the Amendment, together with the Original Memorandum of Lease collectively, the "Memorandum of Lease"); and

Second Amendment to Lease and Memorandum of Lease - FINAL  
Offutt AFB

STS 30957

TA-56168

A

WHEREAS, the Secretary and the Lessee desire to amend the Ground Lease to terminate the Ground Lease with respect to certain real property described herein; and

WHEREAS, the Secretary and the Lessee desire to have this Amendment recorded to provide notice to third parties of the revisions to terms and legal descriptions accomplished by this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Secretary and the Lessee agree as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated by reference.

Section 2. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Ground Lease and the Memorandum of Lease.

Section 3. Modification of Original Memorandum. The Memorandum of Lease is hereby amended by deleting the property described in Exhibit A attached hereto and incorporated herein. The Lessee hereby abandons in place all right, title and interest of the Lessee in and to all improvements and Personal Property, if any, located on the parcel of land identified in Exhibits A.

Section 4. Termination of Ground Lease. The Ground Lease is hereby amended to terminate the Ground Lease with respect to the parcel of land identified in Exhibit A.

Section 5. Binding Amendment. This Amendment, and all covenants of the Memorandum of Lease and the Ground Lease that are modified hereby, shall be binding upon, and inure to the benefit of, the parties hereto, their successors, heirs, legatees, devisees, assignees, legal representatives, executors and administrators, permitted successors and assigns.

Section 6. Ratification. Except as expressly amended herein, all terms and provisions of the Ground Lease and the Memorandum of Lease shall remain in full force and effect and are hereby in all respects ratified and confirmed.

Section 7. Governing Law. This Amendment shall be governed by and construed in accordance with the federal laws of the United States of America, provided, however, that to the extent the federal law of the United States does not supply relevant law, this Amendment shall be governed and construed by the law of the State of Nebraska.

Section 8. Further Assurances. The Parties shall execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Amendment.

B

Section 9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

[SIGNATURE PAGES FOLLOW]

C

**GOVERNMENT SIGNATURE PAGE TO  
SECOND AMENDMENT TO LEASE AND TO MEMORANDUM OF LEASE**

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force this 25<sup>th</sup> day of August, 2009, to be effective on the Effective Date.

THE UNITED STATES OF AMERICA, acting by  
and through its Secretary of the Air Force

By: *Dennis M. Firman*  
DENNIS M. FIRMAN, P.E.  
Director, Air Force Center For Engineering and  
the Environment

STATE OF TEXAS                    )  
  )  
COUNTY OF BEXAR                )

On the 25 day of August, 2009, before me, *Melisa Walker Holley*  
the undersigned Notary Public, personally appeared DENNIS M. FIRMAN, P.E., personally  
known to me by the person whose name is subscribed to the foregoing Second Amendment to  
Lease and to Memorandum of Lease, and personally known to me to be the Director of the Air  
Force Center for Engineering and the Environment, and acknowledged that the same was the act  
and deed of the Secretary of the Air Force and that he executed the same as the act of the  
Secretary of the Air Force for the purposes and consideration cited therein.

*[Signature]*  
Notary Public – State of Texas

My Commission Expires: 11-02-2012



**[Signatures Continue on Following Page]**

D

**LESSEE SIGNATURE PAGE TO  
SECOND AMENDMENT TO LEASE AND TO MEMORANDUM OF LEASE**

THIS AMENDMENT is also executed by the Lessee this 29 day of July, 2009,  
to be effective on the Effective Date.

OFFUTT AFB AMERICA FIRST  
COMMUNITIES, LLC, a Nebraska limited  
liability company

By: \_\_\_\_\_

Dominic Vaccaro, Vice President

THE STATE OF NEBRASKA )

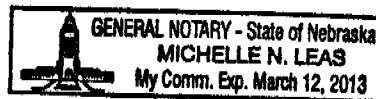
COUNTY OF DOUGLAS )

SS:

The foregoing instrument was acknowledged before me this 29th day of July,  
2009, by Dominic Vaccaro, Vice President of Offutt AFB America First Communities, LLC, a  
Nebraska limited liability company, on behalf of the limited liability company.

Michelle N. Leas  
Notary Public – State of Nebraska

My Commission Expires: 3.12.13



2009-30957E

EXHIBIT A

LEGAL DESCRIPTION  
RELEASE PARCEL

LEGAL DESCRIPTION OF AREA TO BE RELEASED

A TRACT OF LAND LOCATED IN PART OF THE NE1/4 OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE1/4 OF SECTION 2, THENCE N86 °58'24"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NE1/4 OF SECTION 2, A DISTANCE OF 1640.21 FEET, THENCE S03 °01'36"E, A DISTANCE OF 247.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 19.49 FEET, A DISTANCE OF 33.18 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S38 °27'41"E, A DISTANCE OF 29.32 FEET; THENCE S10 °18'51"W, A DISTANCE OF 27.90 FEET; THENCE S22°19'34"W, A DISTANCE OF 9.99 FEET, THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 252.00 FEET, A DISTANCE OF 108.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S34 °41'15"W, A DISTANCE OF 107.89 FEET, THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 87.14 FEET, A DISTANCE OF 38.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S59 °33'56"W, A DISTANCE OF 37.77 FEET; THENCE S72°04'57"W, A DISTANCE OF 10.59 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 134.22 FEET, A DISTANCE OF 17.63 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S75 °50'44"W, A DISTANCE OF 17.62 FEET; THENCE S79 °36'31"W, A DISTANCE OF 1.39 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 81.38 FEET, A DISTANCE OF 24.86 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°21'32"W, A DISTANCE OF 24.76 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 449.40 FEET, A DISTANCE OF 22.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N84 °19'48"W, A DISTANCE OF 22.57 FEET; THENCE N85 °46'08"W, A DISTANCE OF 15.97 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 22.25 FEET, A DISTANCE OF 33.76 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N42°18'00"W, A DISTANCE OF 30.61 FEET; THENCE N01 °10'08"E, A DISTANCE OF 19.25 FEET; THENCE N06 °06'19"E, A DISTANCE OF 13.55 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 134.34 FEET, A DISTANCE OF 203.19 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N49°26'04"E, A DISTANCE OF 184.37 FEET; THENCE S87°14'12"E, A DISTANCE OF 54.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 28,174 SQUARE FEET OR 0.647 ACRES MORE OR LESS.