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FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-35716
2007 NOV 30 P 12: 04 #
Glenn J. Lawling
REGISTER OF DEEDS

COUNTER LM C.E. Q
VERIFY D D.E. Q
PROOF LM
FEES \$ 25.50
CHECK # 000889
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Brian C. Eades, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of the 16 day of November, 2007, is entered into by and between **CUMMINS CENTRAL POWER, LLC**, a Nebraska limited liability company (the "Lessee"), whose address is 10088 South 136th Street, Omaha, Nebraska 68138 and **UTF OMAHA LLC**, a Delaware limited liability company (the "Lessor"), whose address is c/o United Trust Fund, Inc., 701 Brickell Avenue, Suite 1300, Miami, Florida 33131, to document the provisions set forth in a written Lease Agreement between the Lessee and the Lessor dated as of November 16 2007 (the "Lease Agreement").

NT-COM

WITNESSETH:

Section 1. Definitions. Capitalized Terms not defined herein shall have the meaning given in the Lease Agreement.

Section 2. Leased Premises. Pursuant to the Lease Agreement, Lessor has leased and demised to Lessee, and Lessee has leased and rented from Lessor, certain real estate located in Sarpy County, Nebraska and more particularly described on Exhibit "A" attached hereto.

Section 3. Term of Lease. The term of the Lease Agreement shall be for an Interim Term beginning as of the date hereof and ending at midnight on the last day of the month including the date hereof and a Primary Term of ten (10) years beginning on December 1, 2007 and ending at midnight on November 30, 2017.

Section 4. Extension of Term. The termination date of the Lease Agreement may be extended for four (4) additional five (5) -year periods at the option of the Lessee, in accordance with the terms of the Lease Agreement.

Section 5. Lessee's Right of First Refusal. Pursuant to the Lease Agreement, if at any time after the thirty-sixth (36th) month of the Primary Term, Lessor shall desire to sell the Premises to any third party not affiliated with Lessor, Lessor shall by written notice offer to Lessee the right to purchase the

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

CDL-200734181-EE \$25.50

A

Premises on the terms Lessor intends to offer the Premises for sale and Lessee shall have 10 business days after receipt of such notice and offer to accept in writing.

Section 6. The Lease Agreement. The provisions set forth in the written Lease Agreement are hereby incorporated in this Memorandum of Lease as if fully set forth herein, and the provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease Agreement. In the event of any discrepancy or inconsistency between the terms and conditions of this Memorandum of Lease and the Lease Agreement, the terms and conditions of the Lease Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed as of the date first above written.

LESSOR:

UTF OMAHA LLC, a Delaware limited liability company

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

By: United Trust Fund, Inc., a Florida corporation, its sole general partner

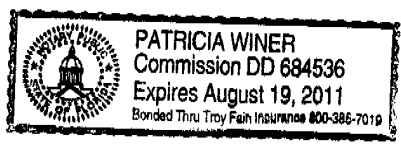
By: *Fred Berliner*
Fred Berliner
Senior Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me on November 14, 2007 by Fred Berliner, Senior Vice President of United Trust Fund, Inc., the general partner of United Trust Fund Limited Partnership, the sole member of UTF Omaha LLC, on behalf of the corporation, the limited partnership and the limited liability company.

Patricia Winer
Signature of Notary

My Commission Expires



C

CUMMINS CENTRAL POWER, LLC, a
Nebraska limited liability company

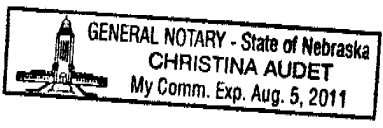
By James E Czysz
Name James E Czysz
Title President

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on November 14, 2007 by James E Czysz, the President of Cummins Central Power, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Christina Audet
Signature of Notary

August 5, 2011
My Commission Expires



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EXHIBIT "A"

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.