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FILED SARP.Y CO. NE.

INSTRUMENT NUMBER

2007-35719

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Glenn J. Lawling
REGISTER OF DEEDS

COUNTER	<u>LM</u>	GE	<u>00</u>
VERIFY	<u>LM</u>	DE	<u>00</u>
PROOF	<u>LM</u>		
FEES \$	<u>60.50</u>		
CHECK #	<u>060889</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

Prepared by:

Dorothea S. Coy
Hunter, Maclean, Exley & Dunn, P.C.
200 East Saint 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

**SUBORDINATION, NONDISTURBANCE, ATTORNMEN
AND LESSEE-LESSOR ESTOPPEL AGREEMENT**

(10088 South 136th Street, Omaha, Sarpy County, Nebraska)

THIS SUBORDINATION, NONDISTURBANCE, ATTORNMEN AND LESSEE/LESSOR ESTOPPEL AGREEMENT ("Agreement") is entered into as of November 16, 2007, by and among UTF OMAHA LLC, a Delaware limited liability company, whose address is c/o United Trust Fund, 701 Brickell Avenue, Miami, Florida 33131 ("Lessor"), CUMMINS CENTRAL POWER, LLC, a Nebraska limited liability company, whose address is 10088 South 136th Street, Omaha, Nebraska 68138 ("Lessee"), and GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION, a Delaware corporation, whose address is Middle Market Risk, 10900 Northeast Fourth Street, Suite 500, Bellevue, Washington 98004 ("Lender").

RECITALS:

A. Lessee is the present lessee, and Lessor is the current lessor, under a certain lease agreement (the "Lease") dated of even date herewith, between Lessor, as lessor, and Lessee, as lessee, demising the premises in Omaha, Sarpy County, Nebraska, commonly known as 10088 South 136th Street, and more particularly described on Exhibit A (the "Leased Premises").

B. Lessee has been advised that the Lease has been or will be assigned by Lessor to Lender as security for a loan (the "Loan") with an original principal balance of \$4,500,000.00 (the "Loan") secured by a Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Security Instrument") to be recorded contemporaneously herewith covering the Leased Premises.

1 35719

Return to:
NEBRASKA TITLE COMPANY
4257 S 144TH STREET
OMAHA, NE 68137
CNC-20073481-RE #60.50

NT-com

A

C. A condition precedent to Lender's disbursement of Loan proceeds is that Lessor obtain this Agreement from Lessee in order to confirm certain matters and to subordinate the Lease and Lessee's interest in the Leased Premises to the lien of the Security Instrument.

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

1. Lessee represents and warrants to Lender as follows:
 - (a) Lessee has accepted possession and is in occupancy of the Leased Premises pursuant to the terms of the Lease, and the Lease is in full force and effect.
 - (b) The improvements and space required to be furnished according to the Lease have been completed in all respects, all amounts owing from Lessor to Lessee in connection with delivery and construction of the Leased Premises (including, without limitation, tenant improvement costs, liquidated damages, and charges for construction delays) have been paid, and Lessee hereby waives any and all rights and remedies which Lessee may have against Lessor (including, without limitation, any right to terminate the Lease) as a result of any breach by Lessor of any of its obligations under the Lease relating to the delivery, construction or initial condition of the Leased Premises.
 - (c) Lessor has done everything that it promised to do in order to induce Lessee to enter into the Lease. All conditions to the commencement of the Lease have been satisfied. There are no concessions or inducements which have been promised by Lessor or any other party to Lessee other than as set forth in the Lease.
 - (d) The Lease as described above has not been further modified, altered or amended.
 - (e) There are no offsets or credits against rentals, nor have rentals been prepaid except as provided by the Lease terms.
 - (f) Rental commenced to accrue on the date hereof, current monthly rent is \$48,709.42, and there is currently no outstanding unpaid rent. The primary Lease term will commence on December 1 2007, and expires on November 30, 2017.
 - (g) Lessee has no notice of a currently effective assignment, hypothecation or pledge of rents on the Lease to any party other than Lender and the lender (if any) whose loan is being repaid upon the closing of the Loan.
 - (h) The Lease does not contain, and Lessee does not have, an outstanding option to extend or renew the term of the Lease except as follows: four (4) options to renew or extend the Lease for successive periods of five (5) years each.

B

- (i) Lessee has no claim to or interest in the Leased Premises, legal or equitable, or any contract or option therefor other than as a lessee under the Lease. The Lease does not contain, and Lessee does not otherwise have, an outstanding option to purchase the Leased Premises, except as follows: Lessee has a right of first refusal under Section 1.06 of the Lease and a right to purchase in certain instances of casualty and condemnation under Section 6.02 of the Lease.
- (j) Sufficient parking facilities for Lessee's purposes under the Lease are located on the Leased Premises.
- (k) Lessor is not in default of any of its obligations under the Lease, and, to the best of Lessee's knowledge, no event has occurred which, with notice, the passage of time or both, would constitute a default in any of Lessor's obligations under the Lease.
- (l) Lessee has not paid Lessor a security or similar type deposit.

2. Lessee shall promptly provide Lender at its address first shown above with a written notice of any default on the part of the Lessor under the Lease. Lender shall have the option to cure such default within the time allotted to Lessor under the Lease plus five (5) business days in the case of a monetary default and thirty (30) business days in the case of a non-monetary default. Lessee shall not terminate the Lease or withhold rent during any period that Lender is proceeding to cure any such default with due diligence or (if possession of the Leased Premises is necessary for such cure to be effectuated) during any period that Lender is taking steps with due diligence to obtain the legal right to enter the Leased Premises and cure any such default.

3. Without the prior written consent of Lender, Lessee shall not (a) modify or in any manner alter the terms of the Lease so as to reduce the rent payable under the Lease, decrease the term of the Lease, or increase the material economic obligations of Lessor under the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one month in advance; (c) accept Lessor's waiver of or release from the performance of any material obligation under the Lease; (d) except as is permitted under Section 4.01(b) of the Lease, assign the Lease or sublet the Leased Premises (but Lender's consent to any other assignment or subletting shall not be unreasonably withheld, conditioned, or delayed, subject to Lender's then current underwriting criteria for similar properties and transactions); or (e) assign the Lease as collateral security or mortgage or otherwise encumber its leasehold interest (but the foregoing shall not be construed to prohibit Lessee's financing of its trade fixtures or inventory, or its pledging of its accounts or inventory); (f) make any structural changes to the Leased Premises (but the foregoing shall not be construed to require Lender's consent in the case of non-structural and cosmetic changes, and Lender's consent to structural changes shall not be unreasonably withheld, conditioned, or delayed if it is demonstrated to Lender's reasonable satisfaction that the proposed structural alteration will not impair the value, utility, or structural integrity of the Leased Premises); or (g) enter into an agreement with Lessor to terminate the Lease (but the foregoing shall not be construed to negate any unilateral right Lessee may have to terminate the Lease without consent under the Lease). Lessor shall be responsible for securing all such consents, and Lessee may rely on any such consent secured.

4. Lessee shall make all future rental payments under the Lease directly to Lender until instructed otherwise by Lender. Lessor hereby consents to such payment and agrees that Lessee shall not be liable to Lessor for any rental payments actually paid to Lender pursuant to this Section 4.

C

5. Subject to the nondisturbance provisions in Section 14 below, the Lease and all right, title and interest of Lessee in, to and under the Lease (including, without limitation, all options or rights of first refusal to purchase the Leased Premises) are now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Security Instrument and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Security Instrument.

6. 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 of and be binding upon the parties hereto and their respective heirs, successors, and permitted assigns. Upon recorded satisfaction of the Security Instrument, this Agreement shall become null and void and be of no further effect.

7. To the extent that the Lease shall entitle Lessee to notice of any mortgage, this Agreement shall constitute such notice to Lessee with respect to the Security Instrument, and Lessee hereby waives notice of any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Security Instrument. The terms "mortgagee", as used in the Lease shall be deemed to include Lender, its successors and assigns, including anyone who shall have succeeded to Lessor's interest by, through or under foreclosure of the Security Instrument or deed in lieu of such foreclosure. The term "mortgage" or any similar term, shall be deemed to include the Security Instrument to be recorded contemporaneously herewith.

8. This Agreement shall be construed under the laws of the State of Nebraska applicable to contracts made and to be performed therein (excluding its choice-of-law principles).

9. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

10. Notwithstanding any default of Lessor under the Security Instrument, the proceeds of any casualty or condemnation shall be made available for the repair or reconstruction of the Leased Premises in accordance with customary construction-lending practices, as provided in the Security Instrument and in accordance with the terms of the Lease, provided that:

(a) Lessee is not then in default under the Lease beyond applicable cure periods provided therein for notice and cure;

(b) sufficient insurance or condemnation proceeds (as applicable) are available to repair or reconstruct the Leased Premises;

(c) the Leased Premises can be reconstructed under applicable zoning and building regulations, and

(d) Lessee shall have agreed in writing not to terminate the Lease on account of such casualty or condemnation, provided that construction or restoration is promptly commenced and diligently pursued to completion.

11. In the event suit or action is instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before or after trial and on appeal, whether or not taxable as costs, or in any bankruptcy proceeding, including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

D

12. Unless Lessee (or any lease guarantor, if applicable) shall be a publicly reporting company under the Securities Exchange Act of 1934, as amended, Lessee shall furnish to Lender annually, within one hundred twenty (120) days of its fiscal year end, a copy of the balance sheet and profit and loss statement for Lessee (and any lease guarantor, if applicable), which shall be prepared in accordance with generally accepted accounting principles and practices consistently applied.

13. If Lender shall become the owner of the Leased Premises, or if the Leased Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Instrument, or if the Leased Premises shall be transferred by deed in lieu of foreclosure, then (i) the Lease shall continue in full force and effect as a direct lease agreement between Lessee and the then owner of the Leased Premises (including Lender or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, and (ii) Lessee shall attorn to Lender or any other such owner as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments. From and after Lender's or other such owner's succession to the interest of Lessor under the Lease, Lessee shall have the same remedies against Lender or such other owner for the breach of any covenant contained in the Lease that Lessee might have had under the Lease against Lessor, except that neither Lender nor any other such owner shall be:

- (a) liable for any act or omission of, or for the performance of any obligation of, any prior lessor (including Lessor), including, without limitation, any obligation to repair or restore or expand any part of the Leased Premises, except to the extent that Lessee shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor) except to the extent that Lessee shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- (c) bound by any prepayment of rent or additional rent which Lessee might have paid for than the current month plus one month of rent paid in advance, or by payment of any security deposits to any prior lessor (including Lessor), except such security deposits as have actually been received by Lender; or
- (d) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given after the date hereof without the written consent of Lender or any subsequent holder of the Security Instrument, to the extent that such consent is required pursuant to Section 3 above; or
- (e) bound by any representations or warranties of Lessor under the Lease.

14. So long as Lessee is not in default (beyond any period given Lessee by the terms of the Lease to cure such default) in the payment of rent or additional rent or in the performance of any part of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Leased Premises under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Lender or its successors or assigns, and Lender or its successors or assigns will not join Lessee as a party defendant in any action or proceeding for the purpose of terminating Lessee's interest and estate under the Lease because of any default under the Security Instrument.

E

15. Any option or right of first refusal that Lessee may have to purchase the Leased Premises shall not apply in the context of a sale by foreclosure or a deed in lieu of foreclosure but such option or right or first refusal shall continue in full force and effect to future transfers following such sale by foreclosure or a deed in lieu of foreclosure. Lessee shall execute promptly whatever documents Lender may request from time to time in order to confirm the foregoing.

16. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE, AMONG OTHER THINGS, IT AFFECTS THE PRIORITY OF YOUR LEASE AND BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement under seal as of the day and year first above written.

LESSEE:

CUMMINS CENTRAL POWER, LLC,
a Nebraska limited liability company

By: James E. Gynn
Print Name: James E. Gynn
Title: President

LENDER:

GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION,
a Delaware corporation

By: _____
Print Name: _____
Title: _____

F

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17. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

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IN WITNESS WHEREOF the undersigned parties have executed this Agreement under seal as of the day and year first above written.

LESSEE:

CUMMINS CENTRAL POWER, LLC,
a Nebraska limited liability company

By: _____
Print Name: _____
Title: _____

LENDER:

GE COMMERCIAL FINANCE BUSINESS PROPERTY
CORPORATION,
a Delaware corporation

By: Robert L. Greenway
Print Name: Robert L. Greenway
Title: Sr. Closing Analyst


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Lessor joins in the execution of this document for the purpose of acknowledging and confirming the matters herein set forth.

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, Senior Vice President

[SEAL]



EXHIBITS:

Exhibit A - Leased Premises

H

STATE OF Nebraska)
)
COUNTY OF Douglas) ss.

LESSEE ACKNOWLEDGMENT

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



Christina Audet
Notary Public

[SEAL]

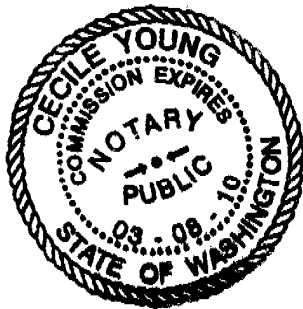
I

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

LENDER ACKNOWLEDGMENT

On this 13th day of November, 2007 before me, a Notary Public in and for the State of Washington, personally appeared Roberta L. Greenway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Selling Analyst of GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[SEAL]

Cecile Young

CECILE YOUNG

(Print Name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: Belleme

My appointment expires: 3/8/2010

J

STATE OF Florida)
COUNTY OF Dade) ss.

LESSOR ACKNOWLEDGMENT

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]



2007-35719 K

Loan No.: 6325142-001

EXHIBIT A

(10088 South 136th 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.