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SUBMITTED NEBRASKA TITLE COMPANY-OM

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Gregory J. Dowling

REGISTER OF DEEDS



Prepared by:

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Recording requested by,
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**AMENDMENT TO SUBORDINATION, NONDISTURBANCE, ATTORNMENT
AND LESSEE-LESSOR ESTOPPEL AGREEMENT**

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

THIS AMENDMENT TO SUBORDINATION, NONDISTURBANCE, ATTORNMENT AND LESSEE/LESSOR ESTOPPEL AGREEMENT is entered into as of November 14, 2014, by and among THE R. JETER FAMILY TRUST UNDER TRUST AGREEMENT DATED JANUARY 29, 1999 whose address is 1004 Commercial Avenue, Suite 1112, Anacortes, Washington 98211 ("Lessor"), CUMMINS CENTRAL POWER, LLC, a Nebraska limited liability company, whose address is 10088 South 136th Street, Omaha, Nebraska 68138 ("Lessee"), and FIDELITY BANK, whose address is 100 East English, Wichita, Kansas 67202 ("Lender").

RECITALS:

A. Lessor, Lessee and GE Commercial Finance Business Property Corporation ("GE") entered into a SUBORDINATION, NONDISTURBANCE, ATTORNMENT AND

LESSEE/LESSOR ESTOPPEL AGREEMENT ("SNDA") dated November 16, 2007 pertaining to a certain Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 16, 2007 ("First Deed of Trust") given by UTF Omaha, LLC, as the original trustor and original borrower ("Original Borrower") to GE, as the original lender and original beneficiary, to secure a loan in the original principal amount of \$4,500,000.00 ("First Loan").

B. Pursuant to a Loan Modification and Assignment and Assumption Agreement dated November 16, 2007 ("Assumption Agreement") Original Borrower conveyed its interest in the property described in the First Deed of Trust, with a legal description set forth in Exhibit "A" attached hereto, ("Mortgaged Property") to Lessor, and Lessor assumed certain obligations under the terms of the First Deed of Trust and the First Loan, upon the terms more fully set forth in the Assumption Agreement.

C. Pursuant to an Assignment and Assumption of Loan Documents dated June 7, 2012, GE conveyed to Lender, all GE's right title and interest in the First Loan and the documents related thereto, including but not limited to the First Deed of Trust.

D. Lender has agreed to make an additional loan ("Second Loan") in the principal amount of \$750,000.00 to be secured by an additional deed of trust on the Mortgaged Property titled Nebraska Deed of Trust, Security Agreement and Assignment of Rents and Leases (including Fixture Filing Under Uniform Commercial Code) ("Second Deed of Trust").

E. A condition precedent to Lender making the Second Loan is that Lender, Lessor and Lessee agree that the terms of the SNDA shall apply to the Second Deed of Trust as if it was made at the same time as the First Deed of Trust.

IN CONSIDERATION OF THE FOREGOING, the parties hereto agree:

1. The terms of the SNDA shall apply to the Second Deed of Trust as if it was made at the same time as the First Deed of Trust.

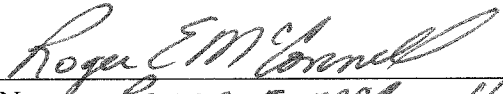
2. All references to the term Security Instrument, as defined in the SNDA, shall also be deemed to include the Second Deed of Trust.

3. Except as specifically modified herein, all terms of the SNDA shall remain in full force and effect.

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

LESSEE:

CUMMINS CENTRAL POWER, LLC,
a Nebraska limited liability company,

By: 
Print Name: ROGER E. McCONNELL
Title: CFO


LENDER:

FIDELITY BANK,

By: 
Michael E. Smith, Senior Vice President

LESSOR:

THE R. JETER FAMILY TRUST UNDER TRUST
AGREEMENT DATED JANUARY 29, 1999

By: 
Russell D. Jeter, as Trustee

STATE OF Nebraska)
)
COUNTY OF SARPY)

ss:

LESSEE ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 15 day of ~~November~~ ^{December}, 2014, by Roger McConnell, VP/CFO of Cummins Central Power, LLC, a Nebraska limited liability company, on behalf of the company.



Sandra Hite
Notary Public

(SEAL)

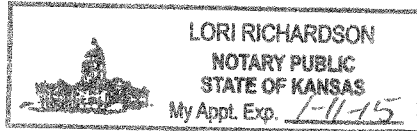
STATE OF KANSAS)
)
) ss:
COUNTY OF SEDGWICK)

LENDER ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on ^{December} ~~November~~ 19 2014,
by Michael E. Smith, Senior Vice President of FIDELITY BANK.

Lori Richardson
Notary Public

My appointment expires: 1-11-15



STATE OF California)
COUNTY OF Santa Barbara) SS:

LESSOR ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on November ____, 2014,
by Russell D. Jeter, as Trustee of R. JETER FAMILY TRUST UNDER TRUST AGREEMENT
DATED JANUARY 29, 1999.

see attached acknowledgment
Notary Public

My appointment expires: 03-19-18

ACKNOWLEDGMENT


State of California
County of Santa Barbara

On 14 Nov 2014 before me, LW Pereverziev, Notary Public
(insert name and title of the officer)

personally appeared Russell D. Soter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



*Amendment to Subordination, Nondisturbance,
Attornment and Lessor-Lessee Estoppel Agreement*

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 North 00 degrees 37 minutes 17 seconds West 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.

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