

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is dated as of this 6th day of October, 1983, between American UTF, Inc., a Nebraska corporation ("Lessor") whose address is c/o United Trust Fund, 4770 Biscayne Boulevard, Miami, Florida 33137, and American Charter Federal Savings and Loan Association, a Federally chartered association ("Lessee") whose address is 206 South 13th Street, Lincoln, Nebraska 68508.

WITNESSETH:

1. Lessor and Lessee have entered into the Lease Agreement dated as of October 6, 1983 (the "Lease") for that portion of the Premises (as defined in the lease) located in Nebraska, the legal description of which is contained in Exhibit A attached hereto and made a part hereof by this reference.
2. The Lease sets forth the above names and addresses of the parties thereto.
3. The interim term of the Lease commences October 6, 1983, and terminates October 31, 1983, and the primary term commences November 1, 1983, and terminates after 20 years unless extended pursuant to the Lease.
4. Lessee shall have the option to extend the term of the Lease Term (as defined in the Lease) for up to 5 successive periods of 5 years each by giving Lessor written notice of its election to extend the term at least 18 months prior to the end of the term then in effect.
5. After the first 24 months of the term of the Lease, if Lessor receives an offer to purchase any interest in the Premises Lessor must provide Lessee written notice of the prospective purchaser and the terms of such offer and Lessee has 30 days thereafter to purchase the Premises upon such terms. If Lessee does not exercise the option, Lessor has 150 days to transfer the Premises to such prospective purchaser upon such terms as were contained in the notice. If Lessor does not transfer the Premises within 150 days, Lessee must receive notice and the right of first refusal as if previous notice had not been given.
6. If Lessee is not in default, it shall have the option to purchase the Premises for the Fair Market Value (as defined in the Lease) at the end of the term of the Lease by giving written notice to Lessor no more than 24, and no less

than 18 months prior to the expiration of the term of the Lease then in effect. If Lessee gives such notice, it shall not be entitled to exercise any option to extend the term.

This Memorandum of Lease Agreement only summarizes certain provisions of the Lease, consequently, reference to the Lease should be made for a more complete description of the provision of the Lease and the rights and obligations of the parties under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Agreement to be executed by their respective officers duly authorized as of the day and year first above written, for the purpose of providing an instrument for recording.

LESSOR:

AMERICAN UTF, INC., a  
Nebraska corporation

By *[Signature]*  
President

LESSEE:

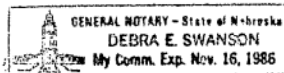
AMERICAN CHARTER FEDERAL  
SAVINGS AND LOAN ASSOCIATION, a  
Federally chartered association

By *W. P. Wolk*  
Executive Vice President



STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

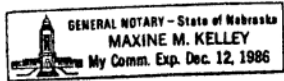
The foregoing instrument was acknowledged before me on  
*October 4* 1983 by *Sidney Gomb*  
*-and-* *S. President* of  
American UTF, Inc., a Nebraska corporation, on behalf of the  
corporation.



*Debra E. Swanson*  
Notary Public

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on  
*October 4* 1983 by *William L. Wilke*  
*Executive Vice President* of American Charter Federal Savings and  
Loan Association, a Federally chartered association, on  
behalf of the corporation.



*Maxine M. Kelley*  
Notary Public

EXHIBIT A

Fee simple in the West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and

Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 31, 2048 filed February 21, 1950 in Book 442, Page 131 executed by St. Mary's Cathedral of Lincoln, Nebraska, lessor, and Lincoln Development Company, lessee; and leasehold estate in and with regard to Lot 10, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 31, 2048 and filed December 10, 1949 in Book 438, Page 673 executed by St. Mary's Cathedral of Lincoln, Nebraska, lessor, and the Lincoln Telephone and Telegraph Company, lessee.

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