

SECURITY AGREEMENT
(Relating to Loans on the Security of Present and Future Leases)

This Agreement dated as of October 12, 2007 by and between FIRST PREMIER CAPITAL LLC ("Lessor") and M&I MARSHALL & ILSLEY BANK ("Lender").

1. **Definitions.** As used herein:

"*Assignment*" means a writing signed by Lessor in a form satisfactory to Lender pursuant to which the Lease or Leases referred to therein together with any and all Lease Collateral therefor are assigned to Lender as security subject to this Agreement, and the Equipment covered by such Lease or Leases is likewise made subject to this Agreement.

"*Collateral*" means all property in which a security interest is granted hereunder.

"*Default*" means any event which, with the giving of notice to the Lessor or lapse of time, or both, would constitute an Event of Default.

"*Equipment*" means the personal property leased under a Lease, wherever located, together with all accessories, attachments, parts and repairs now or hereafter incorporated in or affixed to or used in connection with any such Equipment, and includes equipment substituted for the original Equipment leased under a Lease and equipment that may be added to a Lease.

"*Event of Default*" is defined in paragraph 7.

"*Lease*" means any lease of which Lessor is the lessor (or an assignee of the lessor) and which is identified in an Assignment.

"*Lease Collateral*" means each and every guaranty, security interest, mortgage, or other security securing the payment and performance of the Lessee's obligations under a Lease including but not limited to all landlord waivers among Lessor, the Lessee and the owners of real property leased by the Lessee on which any Equipment is now or may hereafter be located.

"*Lease Documents*" means with respect to a Lease the written documents evidencing the Lessor's agreement with the Lessee constituting such Lease furnished to Lender at the time such Lease is assigned to Lender hereunder.

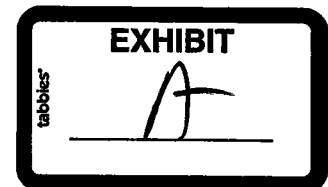
"*Lessee*" means the lessee or lessees of a Lease.

"*Loan*" means a loan made by Lender to Lessor to finance a Lease or Leases identified in an Assignment delivered to Lender at the time of such Loan. The term Loan shall include, but is not limited to, all principal, interest, fees, charges, expenses, reasonable attorneys' fees, and any other sum chargeable to Lessor under this Agreement or any other Loan Document with respect to such loan.

"*Loan Documents*" means this Agreement, the Notes evidencing the Loans, and each other instrument, document, guaranty, security agreement, mortgage, or other agreement executed and delivered by the Lessor pursuant to which the Lessor incurs any liability to the Lender with respect to a Loan, agrees to perform any covenant or agreement with respect to a Loan or grants any security interest to secure a Loan.

"*Note(s)*" shall mean individually or collectively, each promissory note of the Lessor made payable to Lender, each of which shall be in a form acceptable to the Lender in its sole discretion, and each renewal, replacement or substitute note for any thereof.

"*Rent*" means with respect to each Lease all moneys due or to become due under such Lease other than income tax indemnity payments thereunder.



2. **Security Interest; Release Provisions.** As security for the payment of each Loan, Lessor hereby grants to Lender a security interest in (a) the particular Lease financed by such Loan and identified in an Assignment given by Lessor at or about the time of such Loan and all of Lessor's rights under such Lease, including the right to receive Rent and the right to exercise the Lessor's rights and remedies upon a default thereunder, but excluding Lessor's right to receive income tax indemnity payments thereunder, (b) all Equipment subject to such Lease, (c) all Lease Collateral for such Lease, (d) all warranty and other rights Lessor may have with respect to such Lease and the related Equipment against the manufacturers of such Equipment and against the sellers and assignors from whom Lessor may have acquired such Lease and such Equipment, and (e) proceeds of any and all of the foregoing (whether cash or non-cash proceeds, including insurance proceeds and non-cash proceeds of all types). In the event a Lease is deemed to be an installment sale contract or loan, in lieu of granting Lender a security interest in the Equipment, Lessor shall have assigned its security interest in the Equipment to Lender.

Lender understands and agrees that as provided above its security interest in each particular Lease and in the related Equipment and Lease Collateral secures only the Loan made to finance such Lease and not any other Loan. Similarly, as provided in paragraph 7, an Event of Default with respect to one Loan is not in and of itself an Event of Default with respect to any other Loan.

Lender agrees to release its security interest in each Lease and the related Equipment and Lease Collateral upon the indefeasible payment of the related Loan in full in accordance with its terms or upon its indefeasible prepayment in full as permitted or required by this Agreement.

3. **Representations, Warranties and Covenants of Lessor.** Lessor represents, warrants and covenants that:

(a) Organization; Authorization, etc. The Lessor is a limited liability company, validly organized and existing and in good standing under the laws of the state of its organization, has full power and authority to own its property and conduct its business substantially as presently conducted by it and is duly qualified to do business and is in good standing in each jurisdiction where the nature of its business makes such qualification necessary and where the failure to so qualify would materially adversely affect the Lessor's condition (financial or otherwise), business, properties or assets. The execution, delivery, and performance of this Agreement and the other Loan Documents and of each of the Leases has been duly authorized by all necessary action on the part of the Lessor and will not violate any provision of the Lessor's Articles of Organization or Operating Agreement or any agreement or instrument to which it is a party or by which it is bound. This Agreement and each of the other Loan Documents constitute the legal, valid, and binding obligations of Lessor and are enforceable against Lessor in accordance with their respective terms subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability of rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies. Lessor shall maintain and preserve its limited liability company existence.

(b) Office Location. Lessor's chief executive office as of the date of this Agreement is located at the address shown below Lessor's signature to this Agreement. Lessor will not change the location of its chief executive office without first giving Lender at least 10 days prior written notice of the new location. Lessor is a limited liability company organized in the state of South Dakota. Lessor's state organizational number is DL005073.

(c) Clear Title. Lessor is the 100% owner of each Lease and has no participants or co-owners therein. Lessor has good and marketable title to Leases free and clear of all security interests, liens, and other encumbrances and rights, and either Lessor has good and marketable title to the Equipment free and clear of all security interests, liens, and other encumbrances and rights (other than those of the Lessees) or, with respect to any Lease that is deemed an installment sale or loan, Lessor has a perfected first security interest in the Equipment covered by such Lease securing the Lessee's obligations under such Lease.

(d) No Sales or Liens. Lessor will not sell, transfer, lease, grant a security interest in, discount, or encumber any Lease, any item of Equipment or any other Lease Collateral, except for sales of Equipment pursuant to contractual obligations to do so contained in the Lease Documents and/or a sale of Lessor's ownership interest in the Equipment which (i) is specifically subject and subordinate to Lender's Security Interest therein and (ii) has been approved by Lender in writing, which approval shall not be unreasonably withheld.

(e) Leases Enforceable. The signature by or on behalf of the Lessee of each Lease is the genuine signature of the person whose signature it purports to be; if the Lessee is a corporation, partnership or limited liability company, the execution, delivery, and performance by the Lessee of the related Lease has been duly authorized by all necessary corporate, partnership or limited liability company action, as the case may be; and each Lease is genuine, legally valid and enforceable against the Lessee.

(f) Aspects of Leases. The amount of each installment of basic rent (exclusive of sales and use taxes) remaining to be paid under each Lease as of a particular date, the number of installments of such amount remaining to be paid as of such date, the scheduled frequency of rental payments (monthly, quarterly, etc.) and the Lease Collateral therefor is as set forth in the related Assignment. There is no servicing fee or other amount that any third party may offset against payment of such rental payments to Lessor or Lender. Each Lease is noncancellable by the Lessee thereunder during its scheduled term except as expressly provided in the Lease Documents. There are no options to purchase or other agreements whereby the Lessee of any Lease or any other party has the right to acquire the related Equipment at the end of or during the Lease term other than as provided in the Lease Documents. The rental payment under each Lease constitutes only basic rent for use of the related Equipment and contains no element for sales or use taxes, maintenance, licensing fee, or any other matter that is payable to the Lessor or any third party except as separately disclosed in the Lease Documents by dollar amount. To the best of the Lessor's knowledge, the financial statements and spreadsheets prepared by the Lessor and delivered to the Lender which set forth (a) the status and amounts of payments which have been, or are scheduled to be, made by the Lessee under each Leases, (b) the Lessor's costs incurred to acquire the Equipment leased thereunder, (c) the residual values attributed by the Lessor to such Equipment, (d) the type of Equipment leased, and (e) the term of such Lease, which statements were used by the Lender to determine the amount of any Loan, the value of the Collateral for such Loan, and the present value of the lease payments owed by the Lessee, are all complete, accurate, true and correct in all material respects.

(g) Documentation Complete. The entire agreement between the Lessor and the Lessee with respect to each Lease is embodied solely in the related Lease Documents.

(h) No Lease Default. As of the date a Lease is assigned to Lender hereunder, (1) no payment due under the Lease was more than 10 days past due, (2) no nonpayment default was in existence thereunder, and (3) Lessor has no knowledge that the Lessee is asserting or has any basis to assert any defense, setoff, or counterclaim to its obligations under the Lease. Lessor has not granted any extensions or waivers under any Lease during the period since such Lease began.

(i) Compliance with Laws. As of the date any Lease is assigned hereunder, that Lease complies with all applicable usury laws, retail installment sales acts, truth-in-lending and truth-in-leasing laws and regulations, and all other applicable laws and regulations.

(j) No Change to Leases. Lessor will not modify, amend, waive Lessee's performance under, anticipate the Rent under, declare a default under, or release or accept the surrender of, any Lease or any Lease Collateral. Lessor will not terminate or permit the prepayment of any Lease unless pursuant to a contractual obligation to do so contained in the Lease Documents, or upon written agreement with Lender, or unless Lessor prepays the related Loan in full with the prepayment premium required by paragraph 10.

(k) Duties; Records. Lessor shall perform, on a timely basis, all of its duties and obligations under the Leases, and keep accurate books, records and accounts with respect to the Leases.

(l) Original Lease. Lessor will deliver to Lender the original of any Lease or Leases that Lender may from time to time request, and will not execute any copies of any Lease other than a copy for delivery to the Lessee named in such Lease. The Lessor will stamp all copies of any Lease with the word "Copy" across the signature lines thereof. In case of a master lease, the original of a Lease shall mean the original of the equipment schedule involved plus a certified copy of the related master lease agreement. With respect to Leases left in the possession of Lessor, Lessor will deliver to Lender upon request proof satisfactory to Lender of the existence of any such Lease or Leases and will permit Lender to stamp any such Lease or Leases with a legend reflecting Lender's security interest therein.

(m) Equipment Delivery. As of the date a Lease is assigned to Lender hereunder, the related Equipment has been delivered and accepted by the Lessee and the Lessee has acknowledged receipt and acceptance of such

Equipment. Upon request by Lender, Lessor will cause such Equipment to be stamped or otherwise labeled reflecting that Lessor is the owner of such Equipment.

(n) Lessee Consent. No consent of any Lessee is required for Lessor to grant a security interest in the related Lease and Equipment to Lender hereunder, or, if required, it has been obtained.

(o) Taxes. Lessor will pay, or use its best efforts to cause Lessee to pay, all personal property, sales, use, and other taxes levied or assessed against the Equipment and in connection with each Lease prior to the date on which penalties attach thereto.

(p) Casualty Insurance. Lessor will procure and maintain, or use its best efforts to cause to be procured and maintained by Lessee, insurance issued by responsible insurance companies insuring the Equipment against damage and loss by theft, fire, collision (in the case of motor vehicles), and such other risks as are usually carried by owners of similar properties or as may be requested by Lender, in such amounts and payable in such manner as Lender shall request (including naming Lender as a loss payee) and will furnish evidence of such insurance to Lender upon request.

(q) Motor Vehicles. Each item of Equipment constituting a motor vehicle shall be registered, and a certificate of title issued therefor showing Lessor (or Lessee as applicable) as owner and Lender as first lienholder, under the laws of each state requiring such registration and the issuance of such a certificate at the time the Lease covering such Equipment is assigned to the Lender.

(r) No Removal. Lessor will not permit any Lessee to remove any nonmotor vehicle Equipment from the location of such Equipment specified in the related Lease, except for temporary periods not exceeding 30 days and as specified in the Lease, without prior notice to Lender of the new location or locations. Lessor will not change the state of registration of Equipment constituting a motor vehicle without prior notice to Lender of the new state, and in such event shall take such actions as may be necessary to maintain the perfection of Lender's security interest in such Equipment under applicable law.

(s) Inspection Rights. Lessor will permit Lender to examine Lessor's books and records with respect to the Collateral and make extracts therefrom and copies thereof at any time and from time to time, and Lessor will furnish such information and reports to Lender regarding the Collateral as Lender may from time to time request. Lessor will also permit Lender to inspect the Equipment at any time and from time to time as Lender may reasonably request subject to the terms of the Lease.

(t) Protective Filings. Upon request by Lender, Lessor will file a financing statement or statements naming as debtor such Lessee or Lessees as may be designated by Lender, and will assign Lessor's rights under any such financing statement to Lender.

(u) Assurances. Lessor will execute, from time to time, such financing statements, assignments, and other documents and arrange for notations on motor vehicle certificates of title, as Lender may reasonably deem appropriate in order to perfect its security interest in the Collateral (including Lease Collateral acquired by Lessee after the related Lease has been assigned to Lender hereunder); will disclose upon request by Lender the name of the record owner and the legal description of any real property to which any Equipment may be deemed fixtures; and will notify Lender promptly upon acquiring any Lease Collateral for a Lease previously assigned to Lender hereunder. Lessor will pay the cost of filing all such financing statements, assignments and other documents in all public offices which Lender may deem filing to be appropriate.

(v) Notice of Default. The Lessor shall provide Lender by no later than ten (10) business days after becoming aware of any Default or Event of Default, a notice describing the nature thereof.

4. Collection and Application of Rent and Sale Proceeds.

(a) Except as otherwise provided in this Section 4 and in Section 8, the Lessor shall continue to service the Leases and to collect, at its own expense, all amounts due or to become due the Lessor under the Leases and all other Collateral. In connection with such collections, the Lessor may take such action as the Lessor may deem necessary or advisable to enforce collection of Rent and such other Collateral; provided, however, that the Lender shall have the right at

any time after the occurrence and during the continuation of an Event of Default to notify the Lessees under any Leases or obligors with respect to such other Collateral of the assignment of such Leases and such other Collateral to the Lender and to direct such Lessees or obligors to make payment of all amounts due or to become due to the Lessor thereunder directly to the Lender and, upon such notification and at the expense of the Lessor, to enforce collection of any such Leases or other Collateral, and to adjust, settle or compromise the amount or payment thereof in the same manner and to the same extent as the Lessor might have done, but unless and until the Lender does so or gives the Lessor other instructions, the Lessor shall make all collections. After the occurrence and during the continuation of an Event of Default, all full and partial payments on any Collateral received by the Lessor shall immediately be delivered by the Lessor to the Lender in their original form, except for endorsement where necessary, to be applied in accordance with Section 8; and until such payments are so delivered to the Lender, such payments shall be held in trust by the Lessor for and as the Lender's property and shall not be commingled with any funds of the Lessor. The Lender shall apply all such collections toward the payment of the Loan in such order as the Lender may elect; provided, however, that any application is conditioned upon final payment of any check or other instrument. Lender shall not be responsible for invoicing the Lessee for all payments of Rent due under any Lease. Lessor shall invoice each Lessee in the name of Lessor with instructions to each Lessee to remit payment to Lessor. Lender is hereby irrevocably authorized to endorse, on Lessor's behalf, any instrument given in satisfaction of a payment of Rent. All payments of Rent received by Lessor from Lessees shall be received and held by Lessor in trust for Lender and shall be delivered to Lender immediately upon receipt thereof by Lessor in the same form as received except for Lessor's endorsement where necessary. No such payment of Rent shall constitute payment of any Loan until Lender receives good funds therefor. In the event Lessor fails to endorse any instrument given in payment of Rent, Lender is hereby irrevocably authorized to endorse the same on Lessor's behalf.

(b) On or about the time a Lease is assigned to Lender hereunder, Lessor shall deliver to Lender a signed but undated notice of assignment addressed to Lessee. Lender shall have the right to date and send such notice to Lessee upon the occurrence of an event of default under the Lease or an Event of Default.

(c) Rent paid under a Lease, proceeds from the sale of related Equipment and Lease Collateral, proceeds received from the Lessee in prepayment of a Lease as permitted by paragraph 3(j), and insurance proceeds and amounts paid by the Lessee on account of a casualty to such Equipment, shall be paid to Lender for application to the Loan made to finance such Lease and the balance, if any, shall be paid to Lessor.

5. Assignment of Insurance. Lessor hereby assigns to the Lender, as additional security for payment of each particular Loan, any and all moneys due or to become due under, and all other rights of Lessor with respect to, any and all policies of insurance covering the related Collateral for such Loan, and Lessor hereby directs the Issuer of any such policy to pay any such moneys directly to Lender. Both before and after an Event of Default, Lender may (but need not) in its own name or in Lessor's name execute and deliver proofs of claim, receive such moneys, endorse checks and other instruments representing such moneys, and settle or litigate any claim against the issuer of any such policy.

6. Recourse for Breach of Warranty. In the event of the breach of any one or more of the representations and warranties of Lessor hereunder in any respect in connection with any Lease, or in the event Lessor fails to observe or perform any one or more of the covenants and agreements to be observed and performed by Lessor hereunder in connection with any Lease, and in each case the continuance thereof for 10 calendar days following written notice thereof from Lender to Lessor, the Lender may demand that Lessor prepay the Loan made to finance such Lease, and Lessor agrees to make such prepayment upon such demand and that Lessor will be personally liable for such payment upon such demand notwithstanding that such Loan may otherwise be nonrecourse. Lender agrees to reassign such Lease to Lessor without recourse and release its security interest in the related Equipment upon such payment by Lessor.

7. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder with respect to a particular Loan (and in the case of the events described in subsections (c), (d), (f) and (g) all Loans): (a) default in the payment, when due, of any payment of principal or interest on such Loan (whether recourse or nonrecourse); (b) an Event of Default as defined in the Lease or breach of the Lessee's obligations has occurred and is continuing under the related Lease (whether the Loan to finance that Lease is recourse or nonrecourse); (c) Lessor shall seek to revoke, repudiate or disavow the enforceability of this Agreement or any other Loan Document; (d) Any judgments, writs, warrants of attachment, executions or similar process (not covered by insurance) shall be issued against Lessor or any of Lessor's assets where the aggregate amount of such judgments, writs, warrants of attachment, executions or similar process exceed \$250,000 and are not released, vacated, suspended, stayed, abated or fully bonded prior to any sale and in any event within 30 days after its issue or levy; (e) Lessor's failure to prepay such Loan as required by

paragraph 6; (f) the filing of a petition by or against Lessor or any guarantor of such Loan under the federal Bankruptcy Code naming Lessor or such guarantor as debtor; or (g) appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state bankruptcy or insolvency law by or against, Lessor or any guarantor of such Loan.

8. Rights and Remedies on Default. Upon the occurrence of any Event of Default described in Sections 7(f) or (g) the full unpaid principal amount of all Loans shall automatically be due and payable without any declaration, notice, presentment, protest or demand of any kind (all of which are hereby waived). Upon the occurrence of any other Event of Default with respect to a particular Loan, and at any time thereafter until such default is cured or waived to the written satisfaction of Lender, Lender upon written notice to Lessor may exercise any one or more of the following rights and remedies with respect to the Loan in question:

(a) Lender may declare such Loan to be immediately due and payable, and the same shall thereupon become immediately due and payable without presentment, notice of dishonor, or protest, all of which Lessor hereby waives;

(b) Lender may exercise any and all other rights and remedies available to it by law or agreement with respect to such Loan, including rights and remedies under the Uniform Commercial Code ("UCC"), or any other applicable law, or under the related Lease or Lease Collateral, and in connection therewith, Lender may require Lessor to assemble the related Equipment (subject to the rights, if any, of the Lessee) and at Lessee's expense and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties, and any notice of intended disposition of any of the Collateral for such Loan required by law shall be deemed reasonable if such notice is mailed or delivered to Lessor at its address as shown on Lender's records via fax or overnight mail at least 10 days before the date of such disposition. All Proceeds of Collateral shall be applied in accordance with the UCC, and such Proceeds applied toward the obligations shall be applied in such order as Lender may elect.

(c) In addition to the remedies set forth in Section 8(a), upon the occurrence of any Event of Default described in Sections 7(f) or (g) or at any time thereafter while such Event of Default continues, the Lender or any other holder of the Notes evidencing the Loans may offset any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or monies of the Lessor then or thereafter with the Lender or such other holder, or any obligations of the Lender or such other holder of the Notes, against the indebtedness then owed by the Lessor to the Lender. The Lessor hereby grants to the Lender and each other Note holder a security interest in all such balances, credits, deposits, accounts or monies.

9. No Cure Right. Lessor has no right to cure any payment or other default under a Lease except to the extent necessary to comply with subparagraphs (o) and (p) of paragraph 3.

10. Prepayment Privilege. Lessor may prepay any Loan in full (but not in part) without penalty if and in the event that the Lessor permits the Lessee to prepay and terminate the related Lease. Lessor may not prepay any Loan except as provided above in this paragraph.

11. Quiet Enjoyment. So long as the Lessee of a Lease is in compliance with such Lease and there is no event of default in existence under such Lease, such Lessee shall be entitled to the possession and use of the related Equipment subject to the terms of such Lease notwithstanding that an Event of Default hereunder may have occurred and be continuing.

12. Lender Dealing With Lessee. After an Event of Default hereunder with respect to a particular Loan, Lender may, with notice to Lessor, grant waivers of the Lessee's performance under the related Lease, agree to any extension, renewal, or amendment of the related Lease, and make any settlement with the Lessee or the owner of any related Lease Collateral. Before an Event of Default hereunder with respect to a particular Loan, Lender may not take any of the foregoing actions without the prior written consent of Lessor. Likewise, Lessor understands that its freedom to deal with any Lessee, Lease, Equipment and Lease Collateral is limited by section 3.

13. Late Charges. Lender shall be entitled to late charges collected from the Lessee under each Lease. Lender shall first apply such late charges to accrued but unpaid interest at the time of application on the Loan made to

finance such Lease, and Lender and Lessor shall share equally in any excess as compensation earned by Lender and Lessor.

14. Miscellaneous.

(a) Lender does not in any way assume any of Lessor's obligations under any of the Leases.

(b) If Lessor fails to observe or perform any covenant or agreement contained in this Agreement and such failure is not remedied by Lessor within 10 days after written notice thereof, Lender may, in addition to any other remedy, take whatever action may be necessary to remedy such failure and should any such action require the expenditure of money to protect and preserve Lender's security interest in the Collateral (including payment of insurance premiums and taxes and removal of liens, and Lender's reasonable out-of-pocket expenses (including attorneys' fees and legal expenses)), the amount of such expenditure shall become forthwith due and payable by Lessor with interest at the highest rate of interest then being paid on the Loans or allowed by law (whichever is less) and shall be secured by the security interest granted hereunder.

(c) Lender shall not be deemed to have waived any of its rights hereunder or any other agreement, instrument or document signed by Lessor unless such waiver be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

(d) All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

(e) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the substantive laws of the State of Minnesota without regard to conflicts of law rules.

(f) Lender may sign this Agreement if it chooses (for the purpose of filing or otherwise), but this Agreement shall be valid and effective and enforceable against Lessor if signed by Lessor even though not signed by Lender.

(g) Lessor agrees to pay the legal fees and expenses incurred by Lender in the exercise of any right or remedy available to it under this Agreement; provided, however, that Lessor shall have no personal liability to pay such fees and expenses with respect to any Loan that is nonrecourse to Lessor except to the extent incurred pursuant to the exercise of Lender's rights under paragraph 6 hereof.

(h) All communications and notices provided under this Agreement and each other Loan Document shall be in writing or by telecopy and if to any party addressed or delivered to it at the address shown on the signature page hereof, or to any party at such other address as may be designated by such party in a notice to the other party. Any such notice shall be deemed to be given when transmitted and received by telecopier or personally delivered, or three days after being deposited in the United States mail, postage prepaid (whether or not actually received), or one day after delivery to Federal Express or other overnight courier service (whether or not actually received).

(i) The Lender's execution of this Agreement does not constitute a commitment to lend or extend any credit to the Lessor. Lender's decision to make any Loan or advance any funds to Lessor shall be in Lender's sole and absolute discretion.

(j) The Lender may sell participation interests in any or all of the Loans to any person without first obtaining the Lessor's consent.

(k) In the event of any conflict or inconsistency between or among the provisions of this Agreement and any other Loan Document, it is intended that the provisions of this Agreement and such other Loan Document be enforceable except to the extent that the enforcement of such provisions is irreconcilable and, in that event, the provisions of this Agreement shall be controlling.

(l) WAIVER OF TRIAL BY JURY. THE LESSOR AND THE LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THE LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR (ii) ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(m) Neither the Lender nor any affiliate or agent of the Lender shall have any liability with respect to, and the Lessor hereby waives, releases and agrees not to sue upon, any claim for any special, indirect or consequential damages suffered by the Lessor in connection with, arising out of, or in any way related to, this Agreement, the Notes or any other Loan Document, or the transactions contemplated and the relationship established hereby or thereby, or any act, omission or event occurring in connection herewith or therewith.

(n) This Agreement, the Notes and the other Loan Documents embody the entire agreement and understanding between the Lessor and the Lender with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

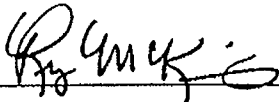
(o) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lender.

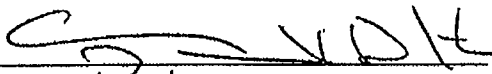
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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

M&I MARSHALL & ILSLEY BANK

FIRST PREMIER CAPITAL LLC

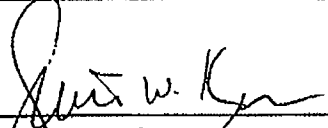
By 

By 

Its SVP

Its Kartun

and

By 

Its V.P.

Address of Lender:
651 Nicollet Mall
Minneapolis, MN 55402

Chief Executive Office of Lessor:
5201 Eden Avenue, Suite 180
Edina, MN 55436