



46671020-57674

**NONRECOURSE PROMISSORY NOTE**

\$250,000

Dated: June 3, 2008

For value received, **FIRST PREMIER CAPITAL LLC**, a South Dakota limited liability company (the "Lessor"), promises to pay to the order of **M&I MARSHALL & ILSLEY BANK** ("Lender"), the principal sum of \$250,000 together with interest thereon from the date funds are disbursed hereunder at the rate of 6.5% per annum.

Principal and interest shall be payable in 18 consecutive monthly installments of \$3,270.78 each due on the first day of each month beginning on August 1, 2008 and ending on January 1, 2010 and 40 consecutive monthly installments of \$6,000.00 each due on the first day of each month beginning on February 1, 2010 and ending on May 1, 2013. In any event, the entire unpaid principal balance of this Note and all accrued but unpaid interest thereon shall be due and payable on the date the final installment is due hereunder. Interest accrued after maturity shall be payable on demand. Both principal and interest are payable in lawful money of the United States of America to the Lender at 50 South Sixth Street, Minneapolis, MN 55402 (or other location specified by the Lender) in immediately available funds.

Payments shall be applied first to interest and then to principal. Interest shall be computed on the basis of a year of 12 30-day months.

This Note evidences a Loan as defined in that certain Security Agreement (Relating to Loans on the Security of Present and Future Leases) dated as of October 27, 2006 between Lender and Lessor (the "Security Agreement"; capitalized terms not otherwise defined herein being used herein as therein defined), and is subject to the terms thereof.

Each of the following shall constitute an "Event of Default" hereunder: (a) default in the payment of any installment of principal or interest when due hereunder; (b) an "Event of Default" as defined in the Security Agreement with respect to the Loan evidenced by this Note. Upon the occurrence of an Event of Default, Lender may exercise the rights and remedies available to it under the Security Agreement.

Presentment and demand for payment, notice of dishonor, protest and notice of protest are hereby waived.

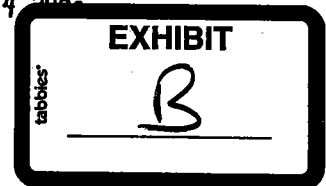
The extensions of credit under this Note are made under Section 47.59 of the Minnesota statutes.

The Lessor is personally liable to repay this Note in the event of breach of warranty or agreement as provided in paragraph 6 of the Security Agreement and in such event the Borrower agrees to pay costs of collection and reasonable attorneys' fees (whether or not suit is commenced), including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a lower court's judgment or order. Except as provided above in this paragraph: (a) any and all payments to be made by Lessor under this Note shall be made only from the Collateral and only to the extent that Lessor or the Lender as assignee under the Security Agreement shall have actually received sufficient amounts from Lessee under the Lease to make such payments, (b) Lessor is not personally liable for amounts payable under this Note, and (c) Lender and each holder of this Note by its acceptance of it severally agrees to look solely to the Collateral for payment of this Note.

FIRST PREMIER CAPITAL LLC

By [Signature]  
Its Partner

Received  
JUN 04 2008



**NONRECOURSE PROMISSORY NOTE**

\$250,000

Dated: August 22, 2008

For value received, **FIRST PREMIER CAPITAL LLC**, a South Dakota limited liability company (the "Lessor"), promises to pay to the order of **M&I MARSHALL & ILSLEY BANK** ("Lender"), the principal sum of \$250,000 together with interest thereon from the date funds are disbursed hereunder at the rate of 6.59% per annum.

Principal and interest shall be payable in 27 consecutive monthly installments of \$4,327.33 each due on the first day of each month beginning on November 1, 2008 and ending on January 1, 2011 and 30 consecutive monthly installments of \$6,031.00 each due on the first day of each month beginning on February 1, 2011 and ending on July 1, 2013. In any event, the entire unpaid principal balance of this Note and all accrued but unpaid interest thereon shall be due and payable on the date the final installment is due hereunder. Interest accrued after maturity shall be payable on demand. Both principal and interest are payable in lawful money of the United States of America to the Lender at 50 South Sixth Street, Minneapolis, MN 55402 (or other location specified by the Lender) in immediately available funds.

Payments shall be applied first to interest and then to principal. Interest shall be computed on the basis of a year of 12 30-day months.

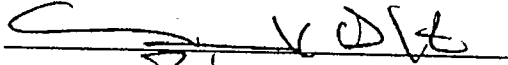

This Note evidences a Loan as defined in that certain Security Agreement (Relating to Loans on the Security of Present and Future Leases) dated as of October 27, 2006 between Lender and Lessor (the "Security Agreement"; capitalized terms not otherwise defined herein being used herein as therein defined), and is subject to the terms thereof.

Each of the following shall constitute an "Event of Default" hereunder: (a) default in the payment of any installment of principal or interest when due hereunder; (b) an "Event of Default" as defined in the Security Agreement with respect to the Loan evidenced by this Note. Upon the occurrence of an Event of Default, Lender may exercise the rights and remedies available to it under the Security Agreement.

Presentment and demand for payment, notice of dishonor, protest and notice of protest are hereby waived.

The extensions of credit under this Note are made under Section 47.59 of the Minnesota statutes.

The Lessor is personally liable to repay this Note in the event of breach of warranty or agreement as provided in paragraph 6 of the Security Agreement and in such event the Borrower agrees to pay costs of collection and reasonable attorneys' fees (whether or not suit is commenced), including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a lower court's judgment or order. Except as provided above in this paragraph: (a) any and all payments to be made by Lessor under this Note shall be made only from the Collateral and only to the extent that Lessor or the Lender as assignee under the Security Agreement shall have actually received sufficient amounts from Lessee under the Lease to make such payments, (b) Lessor is not personally liable for amounts payable under this Note, and (c) Lender and each holder of this Note by its acceptance of it severally agrees to look solely to the Collateral for payment of this Note.

**FIRST PREMIER CAPITAL LLC**  
By   
Its 

**Received**  
**AUG 25 2008**

46671020-  
59896

**NONRECOURSE PROMISSORY NOTE**

\$250,000

Dated: November 12, 2008

For value received, **FIRST PREMIER CAPITAL LLC**, a South Dakota limited liability company (the "Lessor"), promises to pay to the order of **M&I MARSHALL & ILSLEY BANK** ("Lender"), the principal sum of \$250,000 together with interest thereon from the date funds are disbursed hereunder at the rate of 9.5% per annum.

Principal and interest shall be payable in 12 consecutive monthly installments of \$3,878.44 each due on the first day of each month beginning on January 1, 2009 and ending on December 1, 2009 and 45 consecutive monthly installments of \$6,031.00 each due on the first day of each month beginning on January 1, 2010 and ending on September 1, 2013. In any event, the entire unpaid principal balance of this Note and all accrued but unpaid interest thereon shall be due and payable on the date the final installment is due hereunder. Interest accrued after maturity shall be payable on demand. Both principal and interest are payable in lawful money of the United States of America to the Lender at 50 South Sixth Street, Minneapolis, MN 55402 (or other location specified by the Lender) in immediately available funds.

Payments shall be applied first to interest and then to principal. Interest shall be computed on the basis of a year of 12 30-day months.

This Note evidences a Loan as defined in that certain Security Agreement (Relating to Loans on the Security of Present and Future Leases) dated as of October 27, 2006 between Lender and Lessor (the "Security Agreement"; capitalized terms not otherwise defined herein being used herein as therein defined), and is subject to the terms thereof.

The Yield Maintenance Fee, as hereinafter provided, shall be immediately due and payable by Lessor upon a full or partial prepayment of this Note at any time prior to the final scheduled payment due date on the Note.

Yield Maintenance Fee: "Yield Maintenance Fee" means an amount equal to the excess, if any, of the amount of:  
(i) monthly interest which would otherwise be payable on the prepaid principal amount of this Note from the date of prepayment through the final scheduled payment due date on the Note, over the  
(ii) monthly interest Lender would earn if the prepaid principal amount were reinvested for the period from the date of prepayment through the final scheduled payment due date on the Note, at the Reinvestment Rate (as hereinafter defined) plus 3.25%,

Such difference shall be discounted to present value at the Reinvestment Rate.

Reinvestment Rate:

- if the remaining term of the Note is less than one year, "Reinvestment Rate" means: the yield in percent per annum on Eurodollar Deposits (London) as of the Reinvestment Rate Determination Date (as hereinafter defined) which has a maturity equal to the remaining term of the Note;
- if the remaining term of the Note is one year or more, "Reinvestment Rate" means: the yield in percent per annum on Interest Rate Swaps as of the Reinvestment Rate Determination Date which has a maturity equal to the remaining term of the Note; or
- in the event there is no rate available for a term that is equal to the remaining term of the Note, "Reinvestment Rate" means: the linearly interpolated yield between the two yields (Eurodollar Deposits and/or Interest Rate Swaps, as applicable), one for the closest maturity less than the remaining term of the Note, and the other for the closest maturity greater than the remaining term of the Note.

Reinvestment Rate Determination Date: "Reinvestment Rate Determination Date" means the date which is five (5) banking days prior to the scheduled prepayment date.

Published yields: Yields on Eurodollar Deposits (London) and Interest Rate Swaps shall be the applicable rates available and published most recently by the Board of Governors of the Federal Reserve System as of such Reinvestment Rate Determination Date. (Release H.15, available at [www.federalreserve.gov/releases/h15/update](http://www.federalreserve.gov/releases/h15/update))

Prepayment calculation notice to Lessor: Promptly after the Reinvestment Rate Determination Date, Lender shall notify Lessor of the amount and the basis of determination of the required Yield Maintenance Fee, and such determination and amount shall be binding on both parties absent manifest error.

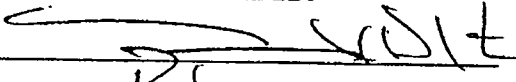
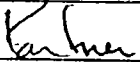
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The Lessor is personally liable to repay this Note in the event of breach of warranty or agreement as provided in paragraph 6 of the Security Agreement and in such event the Borrower agrees to pay costs of collection and reasonable attorneys' fees (whether or not suit is commenced), including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a lower court's judgment or order. Except as provided above in this paragraph: (a) any and all payments to be made by Lessor under this Note shall be made only from the Collateral and only to the extent that Lessor or the Lender as assignee under the Security Agreement shall have actually received sufficient amounts from Lessee under the Lease to make such payments, (b) Lessor is not personally liable for amounts payable under this Note, and (c) Lender and each holder of this Note by its acceptance of it severally agrees to look solely to the Collateral for payment of this Note.

FIRST PREMIER CAPITAL LLC

By   
Its 

Received  
NOV 17 2008