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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



**NON-DISTURBANCE, ATTORNMENT AND
SUBORDINATION AGREEMENT**

THIS AGREEMENT is made this 24th day of September, 1997, by and among NEBRASKA DISTRIBUTING COMPANY, a Nebraska corporation ("Tenant"), EH PROPERTIES, INC., a Nebraska corporation ("Landlord"), and NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION, a national banking organization ("Lender");

PRELIMINARY STATEMENT

Landlord is the owner and holder of fee simple title in and to certain real property (the "Premises") situated in Douglas County, Nebraska, and described as follows:

See Exhibit "A" attached hereto and incorporated by this reference.

Landlord and Tenant have entered into a Lease ("Lease") dated 10/1/97 demising the Premises (the "Leased Premises").

Landlord has made, executed, and delivered to Lender, or proposes to make, execute and deliver to Lender, a certain Note (the "Note") dated September 24, 1997, in the principal amount of One Million Three Hundred Sixty Thousand and 00/100 Dollars (\$1,360,000.00) secured by a Deed of Trust (the "Deed of Trust") of even date with the Note covering the Premises.

The Note is additionally secured by an Assignment of Rents and Leases (the "Assignment") covering the Premises.

The Lender is at the date hereof or will be the owner and holder of the Note secured by the Deed of Trust and Assignment.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord, and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. Provided Tenant is not in default in the payment of rent, taxes, utility charges, or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease, and Tenant is then in possession of the Leased Premises:

(a) The right of possession of Tenant to the Leased Premises shall not be affected or disturbed by Beneficiary in the exercise of any of its rights and remedies under the Note, the Deed of Trust, or the Assignment; and

(b) In the event Lender obtains title to the Leased Premises through foreclosure or deed in lieu of foreclosure or exercise of the power of sale under the Deed of Trust,

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Tenant agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Landlord under the Lease.

2. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as the Lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, at which time Lender shall be deemed to have assumed the liabilities and obligations of the Landlord, but only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Leased Premises.

3. In the event that Lender succeeds to the interests of Landlord under the Lease, Lender shall not be liable for any act or omission of any prior landlord, including Landlord herein or subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord herein.

4. Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Lender shall not be bound by and shall be entitled to recover from Tenant, as rent under the Lease any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment or modification of the Lease, made without the prior written consent of Lender. Tenant shall not assign or sublease its interest in the Premises without the prior written consent of Lender.

5. After notice is given to Tenant by Lender, pursuant to the Assignment, that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments.

6. The Lease and Tenant's leasehold estate created thereby, including all rights and options to purchase the Leased Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Deed of Trust and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

7. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, and Lender, and their respective heirs, personal representatives, successors, and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Lender, not affect any other provisions of

this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Nebraska.

8. Where under this document rights and obligations are created between Tenant and Lender, at or subsequent to foreclosure proceedings, "Lender" shall be deemed to include any purchaser on a trustee sale and any purchaser acquiring title through mortgage foreclosure proceedings or deed in lieu of foreclosure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

NEBRASKA DISTRIBUTING COMPANY,
a Nebraska corporation, Tenant

By: _____

Its: _____

EH PROPERTIES, INC.,
a Nebraska corporation, Landlord

By: _____

Its: _____

NORWEST BANK NEBRASKA,
NATIONAL ASSOCIATION,
a national banking organization, Lender

By: _____

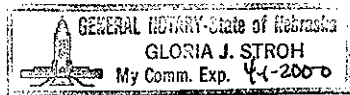
Its: _____

EH Properties, Inc
John Tomp
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of September, 1997, before me, a Notary Public in and for said County, personally came John Tony Howard, President of Nebraska Distributing Company, a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the foregoing NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT and acknowledged the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid at Omaha, Nebraska.

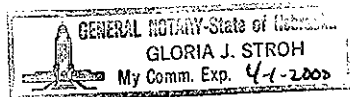


Gloria J. Stroh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of September, 1997, before me, a Notary Public in and for said County, personally came John Tony Howard, President of EH Properties, Inc., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the foregoing NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT and acknowledged the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid at Omaha, Nebraska.

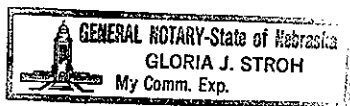


Gloria J. Stroh
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of September, 1997, before me, a Notary Public in and for said County, personally came Sally A. Zipursky, Vice President of NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION, a national banking organization, to me personally known to be the identical person whose name is affixed to the foregoing NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT and acknowledged the same to be her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid at Omaha, Nebraska.



Gloria J. Stroh
Notary Public

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NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Exhibit "A"

A tract of land located in Block 1, Omaha Industrial Foundation District No.3, a Subdivision in Douglas County, Nebraska, the boundaries of which are described as follows:

Commencing with the intersection of the Northerly Right-of-Way line of "L" Street with the Westerly Right-of-Way line, 350.00 feet to the point of beginning; thence continuing along said Westerly Right-of-Way line N 1 03' 58" E for a distance of 170.54 feet to a point of curvature; thence continuing along said Right-of-Way line 351.18 feet along the arc of a circular curve to the left which is tangent to the last described course and which has a radius of 447.46 feet and a chord the length and bearing of which are 342.24 feet and N 21 24' 51" W respectively, to a point of tangency; thence continuing along said Right-of-Way line N 43 53' 40" W, on a line tangent to the last described curve, 175.68 feet to a point; thence S 46 06' 20" W for a distance of 584.45 feet to a point on the Northeasterly Right-of-Way line of the Union Pacific Railroad; thence S 40 50' 02" E, along said railroad right of way line, 466.45 feet to a point; thence N 49 09' 58" E for a distance of 223.24 feet to a point; thence S 88 56' 02" E for a distance of 190.89 feet to the point of beginning.