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 Register of Deeds, Douglas County, NE
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Check Number

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This instrument was prepared by and upon recordation should be returned to:

Ronald L. Comes
McGrath North Mullin & Kratz, PC LLO
3700 First National Tower
1601 Dodge Street
Omaha, NE 68102

[For Recording Purposes Only]

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT "Agreement") made and entered into this 28th day of July, 2008, by and among Vistas, LLC, a Nebraska limited liability company, whose mailing address is 4816 "F" Street, Omaha, Nebraska 68117 (the "Landlord"), Buck's, Inc., a Nebraska corporation, whose mailing address is 4973 Dodge Street, Omaha, Nebraska 68132 (the "Tenant"), and U.S. Bank N.A., a national banking association, whose mailing address is 400 City Center, Oshkosh, Wisconsin, 54901 ("Lender");

WITNESSETH:

WHEREAS, Landlord and Tenant have heretofore entered into a certain lease (the "Lease") dated July 8, 2008 with respect to and governing the terms of Tenant's use and occupancy of all or a portion of certain real estate and improvements legally described on Exhibit A attached hereto and made a part hereof (the "Premises");

WHEREAS, the Lease includes the grant to Tenant of a right of first refusal in the event of Lessor's sale of the Premises; and

WHEREAS, Lender, as a condition to making a loan to Landlord in the principal amount of \$600,000 (the "Loan"), which is to be secured by a Deed of Trust and Security Agreement executed by Landlord to and in favor of Lender (the "Mortgage") constituting a first lien upon and encumbering the Premises, and further secured by an Assignment of Rents and Leases executed by Landlord to and in favor of Lender (the "Assignment of Rents and Leases") assigning to Lender all leases of and all rents derived from the Premises, has required the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Lender to make said Loan and to accept said Mortgage upon said Premises as security for the Loan and in consideration of the sum of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, stipulate and agree as follows:

1. The Lease, and any and all modifications thereof and amendments thereto, all of Tenant's rights thereunder and Tenant's leasehold interest and estate in the Premises shall be and are hereby made junior, inferior, subordinate and subject in all respects to the lien and encumbrance of the Mortgage on the Premises and to all renewals, modifications, consolidations, replacements and

extensions of the Mortgage, to the full extent of the principal sum secured thereby, all interest thereon and all other sums due or hereafter becoming due thereunder; provided, the lien of the Mortgage will be satisfied at the sole cost and expense of Landlord in the event of Tenant's purchase of the Premises pursuant to the provisions of the Lease.

2. So long as the Tenant is not in default under the Lease after such notice and opportunity to cure as provided therein, the Tenant's absolute right of possession of the Premises and the Lessee's rights and privileges under the Lease, including the right of first refusal or any extensions or renewals thereof, shall not be diminished or interfered with by the Lender or any purchaser upon the foreclosure (for purposes hereof, whether by judicial or non-judicial action) of the Mortgage or deed in lieu of foreclosure.

3. Tenant agrees that it shall promptly deliver or mail to Lender a copy of each written notice given by Tenant to Landlord of a default by the Landlord under the Lease. Tenant further agrees that if, within the time provided in the Lease to cure defaults thereunder, Lender, at its option, shall elect to perform or cause to be performed the obligations with respect to which Landlord is in default under the Lease, as specified in such written notice, any right of Tenant to terminate the Lease by reason or on account of such default of Landlord shall cease and be null and void.

4. Tenant is advised and hereby acknowledges that the Mortgage, Assignment of Rents and Leases and other documents which evidence and secure the Loan (collectively the "Loan Documents") grant and provide to Lender the right to collect rents and other sums payable under the Lease (collectively, the "Rents") directly from Tenant upon the occurrence of an Event of Default by Landlord under the Loan Documents; Landlord and Tenant hereby agree that upon Tenant's receipt from Lender of written notice of the occurrence of any Event of Default by Landlord under the Loan Documents, Tenant shall thereafter pay all Rents directly to Lender (or as Lender shall direct), except to the extent applied by Tenant to cure a Landlord default pursuant to the provisions of the Lease, and shall be entitled to full and current credit against its obligations under the Lease for such payments.

5. Lender agrees that in the event it should become necessary for Lender to foreclose the Mortgage, and provided that Tenant is not in default of its obligations under the Lease, Tenant shall be entitled to continue in possession of the Premises and exercise its rights under the Lease undisturbed. Lender further agrees that unless required by law and provided Tenant is not in default of its obligations under the Lease, Lender will not join Tenant as a defendant in any such foreclosure proceedings, and if such joinder is required by law, Lender will not seek to terminate the Lease or Tenant's possession or rights regarding the Premises.

6. It is further agreed that, in the event Lender or any purchaser upon foreclosure sale or as the result of deed in lieu should succeed to the interest of the Landlord under the Lease, Lender or such purchaser shall be bound to the Tenant under the Lease. The Tenant agrees from and after such event to attorn to Lender or such purchaser. From the date of acquisition, Tenant shall have the same rights and remedies against and obligations to Lender or such purchaser that Tenant has against and to the prior Landlord for any default that is in existence and continues beyond the date of acquisition, as if the default occurred on the date of Lender's or such purchaser's acquisition; provided however, Lender or such purchaser shall not be:

- (a) liable for the consequences of any act or omission of the prior Landlord that occurred prior to Lender's or such purchaser's acquisition;
- (b) subject to any offsets or defenses which the Tenant might have against the prior Landlord, for acts, omissions, or defaults which occurred prior to Lender's or such purchaser's acquisition;

- (c) bound by any rent or additional rent which the Tenant might have paid in advance for more than one month;
- (d) bound by any amendment or modification of the Lease made after the date of this Agreement without Lender's prior written consent; or
- (e) liable for any security deposit, unless actually received by Lender from the prior Landlord, and in such instance, only to the extent of the terms and conditions of the Lease.


7. If, notwithstanding the foregoing provisions, the Lease or the rights of Tenant thereunder are terminated by virtue of any such foreclosure or any conveyance in lieu and so long as Tenant has not allowed a current Event of Default to remain outstanding under the terms of the Lease, a lease between Lender or such purchaser and Tenant shall be deemed created, with no further documentation required, on the same terms and conditions as the Lease for the then unexpired term and providing for the option of the Tenant to exercise any such unexercised renewal options as then described in the Lease. Lender or such purchaser and Tenant shall each execute a replacement lease to evidence the same at the request of the other.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the title to the land comprising the Premises.

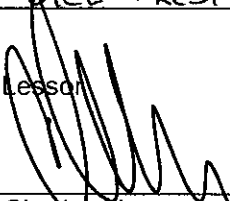
9. Landlord and Tenant hereby waive to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise relating directly or indirectly to this Agreement or any acts or omissions of the Landlord and Tenant in connection therewith or contemplated thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

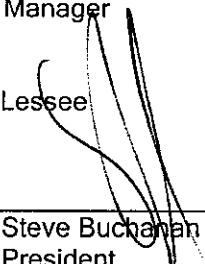
U.S. Bank N.A.

By: 
 Name: DAVID WISE
 Title: VICE PRESIDENT

Vistas, LLC, Lessor

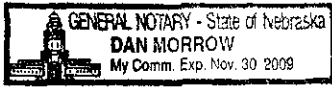
By: 
 Name: Charles Vrana
 Title: Manager

Buck's, Inc., Lessee

By: 
 Name: Steve Buchanan
 Title: President

STATE OF Nebraska)
COUNTY OF Douglas) ss.

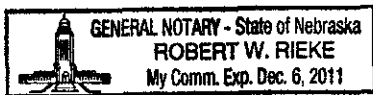
The foregoing instrument was acknowledged before me this 18 day of July, 2008, by David Wise, as Vice President of U.S. Bank N.A., a national banking association, on behalf of the bank.



[Signature]
Notary Public
My Commission Expires: November 30, 2009

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 21st day of JULY, 2008, by Charles Vrana, as Manager of Vistas, LLC, a Nebraska limited liability company, on behalf of such limited liability company.



[Signature]
Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 28th day of July, 2008, by Steve Buchanan, as President of Buck's, Inc., a Nebraska corporation, on behalf of such corporation.

[Signature]
Notary Public
My Commission Expires: March 10, 2009

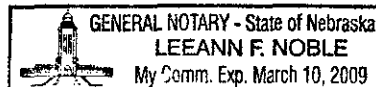


Exhibit A

Legal Description

The East 95 feet of Lot 1, and all of Lots 21, 22, 23 and 24, in Block 4, in TOWER PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.