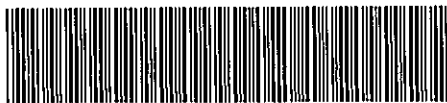


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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

17748

FEE 26.00 FB See Attached  
BKP COMP C/O COMP  
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WHEN RECORDED, PLEASE RETURN TO:  
Mortgage Loan Department  
First National Bank of Omaha  
Third Floor, First National Plaza  
11404 West Dodge Road  
Omaha, Nebraska 68154

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), made this 30th day of October, 1998, among FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Lender"), TIRES, INC., a Nebraska corporation ("Tenant"), and MAPLE JOINT VENTURE, a Nebraska general partnership ("Landlord").

W I T N E S S E T H :

WHEREAS, Landlord and Tenant have entered into a certain lease (hereinafter referred to as the "Lease") dated September 17, 1997, amended by First Lease Amendment dated February 9, 1998, relating to premises located in Omaha, Douglas County, Nebraska, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter, the "Premises") and which Premises are the subject of a Sublease dated October 1, 1998; between Tires, Inc. as Sublessor and Team Tires Plus, Ltd., a Minnesota corporation, as Sublessee; and

WHEREAS, Lender has made, or has committed to make, a loan to Landlord secured by a Deed of Trust, Security Agreement and Assignment of Rents and an Assignment of Rents and Leases from Landlord to Lender covering the Premises (hereinafter collectively referred to as the "Mortgage"); and

WHEREAS, Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby is, and shall continue to be, subject and subordinate in all respects to the Mortgage and to any advancements made thereunder and to any renewals, modifications, consolidations, replacements and extensions thereof.

2. Lender does hereby agree with Tenant that, so long as Tenant complies with and performs its obligations under the Lease, (a) Lender will take no action which will interfere with or disturb Tenant's possession or use of the Premises or other rights under the Lease, and (b) in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof, provided, however, that Lender shall not

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be liable for any act or omission of any prior landlord, or subject to any offsets or defenses which Tenant might have against any prior landlord, nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord nor shall it be bound by any amendment or modification of the Lease made without its consent.

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the Landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the lease. Tenant further covenants and agrees to execute and deliver upon request of Lender, or its assigns, an appropriate agreement of attornment to any subsequent titleholder of the Premises.

4. So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the Landlord shall have been forfeited or adversely affected because of any default of the Landlord, or within the time permitted the Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Landlord by the terms of the Lease; and all payments so made and all things so done and performed by the Lender shall be as effective to prevent the rights of the Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by Landlord.

5. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan and Tenant hereby expressly consents to such assignment.

6. Landlord and Tenant hereby certify to Lender that the Lease has been duly executed by Landlord and Tenant and is in full force and effect; that the Lease and any modifications and amendments specified herein are a complete statement of the agreement between Landlord and Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended, except as specified herein; that to the knowledge of Landlord and Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid, nor shall be paid, more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder; nor shall the Lease be amended or modified in any respect without the prior written consent of Lender.

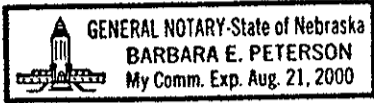
7. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand. For the purpose of this Agreement:

The address of Lender is:	First National Bank of Omaha 1620 Dodge Street Omaha, Nebraska 68102 Attn: Sr. Officer, Mortgage Loan Department
The address of Tenant is:	Tires, Inc. c/o Gerald A. Hoberman 12927 Heavenly Drive Omaha, NE 68154
The address of Landlord is:	Maple Joint Venture c/o PDM, Inc. 8420 West Dodge Road, Suite 110 Omaha, NE 68114-3492



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

30<sup>th</sup> The foregoing instrument was acknowledged before me, a Notary Public, this day of October, 1998, by Jeffrey M. Keating, Vice President of VENTURE-50, INC., a Nebraska corporation, on behalf of said corporation, Partner of MAPLE JOINT VENTURE, a Nebraska general partnership, on behalf of said general partnership.

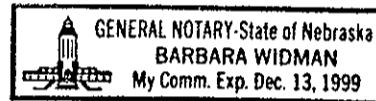


*Barbara E. Peterson*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

28<sup>th</sup> The foregoing instrument was acknowledged before me, a Notary Public, this day of October, 1998, by Salvadore Carta, Partner of LERNER MAPLE PARTNERSHIP, a Nebraska general partnership, on behalf of said general partnership, as Partner of MAPLE JOINT VENTURE, a Nebraska general partnership, on behalf of said general partnership.

*Barbara Widman*  
Notary Public



## EXHIBIT "A"

69-16531

## PARCEL I:

Lot 10, Hillsborough Replat I, a Subdivision, in Douglas County, Nebraska.

## PARCEL II:

Easement for the benefit of Parcel I as created by ECR Declaration filed December 31, 1992, in Book 1051 at Page 602 in the Office of the Register of Deeds of Douglas County, Nebraska, for ingress and egress over, under and across the land described as follows: Lot 2, Hillsborough Replat 11, a Subdivision, in Douglas County, Nebraska.

69-16544