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WHEN RECORDED MAIL TO

This instrument was prepared by:

**Mitchell Fenton, Esq.
Troutman Sanders LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tenant Name: *infoUSA Inc.*
Unit #: Entire Building
Square Footage: 181,372

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 23rd day of May 2007, by and between Suburban Capital Markets, Inc., a Maryland corporation (hereinafter referred to as the "Lender"), its successors and assigns, having an address at 11 N. Washington Street, Suite 230, Rockville, Maryland 20850, and *infoUSA Inc.*, a Delaware corporation, having an address at 5711 S. 86th Circle, Omaha, Nebraska 68127 (hereinafter referred to as the "Tenant");

WITNESSETH:

WHEREAS, the Tenant has entered into a certain Net Lease, dated as of May 23, 2007 (the "Lease"), with Ralston Building LLC, a Delaware limited liability company (hereinafter referred to as the "Landlord"), which Lease covers office space known as the Ralston Building (the "Demised Premises") located at the real property at 5711 S. 86th Circle, Omaha, Nebraska 68046, being more particularly described on Exhibit "A", attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the Lender is making a loan to the Landlord (the "Loan") to be secured by that certain Deed of Trust and Security Agreement executed or to be executed by the Landlord, covering the Property (hereinafter referred to as the "Instrument"); and

WHEREAS, the Lender has consummated the Loan transaction to be secured by the Instrument provided that the Lease is subordinated to the lien of the Instrument; and

WHEREAS, the Tenant desires to be assured of continued occupancy of the Demised Premises under the terms of said Lease and subject to the terms or the Instrument; and

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

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1. **SUBORDINATION:** The Lease, as the same may heretofore and hereafter be modified, amended or extended, and all rights, options, liens and charges created thereby or existing thereunder (including, without limitation, any option or rights contained in the Lease, or otherwise existing, to acquire any or all of the Demised Premises or the Property, or any superior leasehold interest therein), are and shall be subject, subordinate and inferior to the lien of the Instrument and to any renewals, modifications, consolidations, replacements and extensions thereof and to each and every advance made or hereafter made under the Loan. The Tenant acknowledges and agrees that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Demised Premises or the Property, or any portion thereof or any interest therein, and to the extent that the Tenant has had, or hereafter acquires, any such right or option, the same (a) is hereby acknowledged to be subject and subordinate to the Instrument and to any renewals, modifications, consolidations, replacements and extensions thereof and to each and every advance made or hereafter made under the Loan, and (b) is hereby waived and released as against the Lender.

2. **INTENTIONALLY OMITTED.**

3. **ATTORNMEN:** Without limitation of any of the provisions of the Lease, in the event that, by reason of any default on the part of the Landlord, the Lender shall succeed to the interest of the Landlord, then, at the Lender's option and subject to the provisions of this Agreement, the Lease shall nevertheless continue in full force and effect and the Tenant shall attorn to the Lender and shall recognize the Lender as its landlord. Upon request of the Lender, the Tenant shall execute and deliver to the Lender a separate agreement of attornment. Nothing herein contained shall be construed, however, to obligate the Lender to cure any default by the Landlord under the Lease occurring prior to any date on which the Lender shall succeed to the rights of the Landlord, it being expressly agreed that under no circumstances shall the Lender be obligated to remedy any such default.

4. **LIMITATION OF LIABILITY:**

a. The Tenant understands and acknowledges that (a) the Landlord shall execute or has executed a conditional assignment of the Lease and other leases in favor of the Lender as part of the security for the Loan; (b) notwithstanding said assignment, all rental, additional rental and other payments due under the Lease shall continue to be paid in accordance with the terms of the Lease until and unless the Tenant is notified to the contrary in writing by the Lender; and (c) the interest of the Landlord in the Lease shall be or has been assigned to the Lender solely as additional security for the Loan and the Lender assumes no duty, liability or obligation under the Lease, either by virtue of said assignment, the exercise thereof or by any subsequent receipt or collection of rental, additional rental or any other sums due thereunder.

b. If the Lender shall succeed to the interest of the Landlord, the Lender shall have no personal liability as successor to the Landlord, and the Tenant shall look only to the estate and property of the Lender in the Property or the proceeds thereof for the satisfaction of the Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by the Lender as landlord under the Lease. No other property or assets of the Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Tenant's remedies under or with respect to the Lease, the

-2-

NEWYORK01 1188091v1 035312-000115
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relationship of the landlord and the tenant thereunder or the Tenant's use or occupancy of the Demised Premises.

c. No prepayment of rent or additional rent due under the Lease of more than one (1) month in advance shall be binding upon the Lender, as holder of the Instrument, or as landlord under the Lease if the Lender succeeds to that position, unless consented to in writing by the Lender, and no amendment, modification, surrender or cancellation of the Lease shall be binding upon the Lender, as holder of the Instrument or as landlord under the Lease if the Lender succeeds to that position, unless such amendment, modification, surrender or cancellation is consented to in writing by the Lender. In addition, the Lender, as holder of the Instrument or as landlord under the Lease if it succeeds to that position, shall in no event (a) be liable to the Tenant for any act or omission of any prior landlord, but only for any act or omission of the Lender, as landlord, under the Lease occurring after the date the Lender takes title to the Property, (b) be subject to any offset or defense which the Tenant might have against any prior landlord, (c) be liable to the Tenant for any liability or obligation of any prior landlord occurring prior to the date that the Lender takes title to the Property or any subsequent owner acquire title to the Property, but only for any liability or obligations caused by the Lender's breach of the Lease after the date the Lender takes title to the Property or (d) be liable to the Tenant for any security or other deposits given to secure the performance of the Tenant's obligations under the Lease, except to the extent that the Lender shall have acknowledged actual receipt of such security or other deposits in writing.

5. **NOTICES:** The Tenant shall give the Lender copies of all notices and other communications given by the Tenant to the Landlord relating to (a) defaults on the part of the Landlord or the Tenant under the Lease, (b) any violations of any ordinances, statutes, laws, rules, codes, regulations or requirements of any governmental agency concerning the Demised Premises or the Property, and (c) any assignment or subletting of all or any portion of the Demised Premises. In the event of any act or omission by the Landlord which would give the Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, the Tenant will not exercise any such right (i) until it has sent written notice of such act or omission to the Lender as provided herein, and (ii) unless the Lender shall have failed within thirty (30) days after receipt of such notice to cure such default and the expiration of the Landlord cure period if any, or if such default cannot be cured within such period, the Lender shall not have commenced within such thirty (30) days and thereafter diligently pursued any action necessary to cure such default. All notices and other communications by the Tenant to the Lender shall be sent by a nationally recognized overnight courier service or by certified or registered mail to the Lender at the address set forth above, or to such other address or person as may be specified in a notice sent by the Lender to the Tenant at the address set forth in the Lease in accordance with the provisions of this Section 5, and shall be deemed given on the third (3rd) business day after being mailed.

6. **SUCCESSORS AND ASSIGNS:** This Agreement shall apply to, bind and inure to the benefit of the the Lender and the Tenant and their respective successors and assigns. As used herein, the term "Tenant" shall mean and include the present tenant under the Lease, any permitted subtenant under the Lease, any permitted assignee of the Tenant under the Lease and any successor of any of them. The term "Lender" as used herein shall include the current holder of the Instrument, the successors and assigns of the Lender, and any person, party or entity which

-3-

NEWYORK01 1188091v1 035312-000115
380891.1

shall become the owner of (a) the Property by reason of a foreclosure of the Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise and/or (b) the Loan and Instrument; provided, however, any party listed herein as included in the definition of "Lender" shall only be liable for any acts, omissions, liabilities or obligations of that particular party and not for any such matters of any other party included in the definition of "Lender". The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease.

7. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

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-4-

NEWYORK01 1188091v1 035312-000115
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EXECUTED AS OF MAY 17 2007.

TENANT:

infoUSA Inc., a Delaware corporation

By: [Signature]
Name: Stormy L. Dean
Title: Chief Financial Officer

LENDER:

Suburban Capital Markets Inc., a Maryland corporation

By:
Name:
Title:

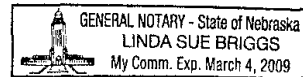
STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On the 17 day of May, in the year 2007, before me, the undersigned, personally appeared Stormy L. Dean*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

* CFO of infoUSA, Inc.

[Signature]
NOTARY PUBLIC

[Seal]



SUBORDINATION AND ATTORNMENT

EXECUTED AS OF May 13, 2007.

TENANT:

infoUSA Inc., a Delaware corporation

By: _____

Name:

Title:

LENDER:

Suburban Capital Markets Inc., a Maryland corporation

By: 

Name:

Title:

**C. Patrick Nolan
President**

Subordination and Attornment Agreement

5/15/2007

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____, in the year 2007, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
[Seal]

STATE OF Maryland)
) SS:
COUNTY OF Frederick)

On the 15th day of May, in the year 2007, before me, the undersigned, personally appeared Patrick Nolan*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

** President of Suburban
Capital Markets Inc.*

Deidre D. Proffitt
NOTARY PUBLIC
[Seal]

DEIDRE D. PROFFITT
NOTARY PUBLIC STATE OF MARYLAND
County of Frederick
My Commission Expires April 1, 2009

**NOTARIAL SEAL
REGISTER OF DEEDS**

Subordination and Attornment Agreement

5/15/2007

EXHIBIT "A"**LEGAL DESCRIPTION**

Parcel A: That part of Lot 6, in PARK EIGHTY-FOUR, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, as described as follows: 62. 29380

Beginning at the Southwest corner of Lot 6, in PARK EIGHTY-FOUR ADDITION; thence Northerly along the West line of said Lot 6, a distance of 328.07 feet; thence Easterly and parallel with the North line of said Lot 6, a distance of 265.67 feet; thence Southerly along a line 265.67 feet East of and parallel with the West line of said Lot 6, a distance of 229.16 feet; thence Southwesterly along the Southeasterly line of said Lot 6, a distance of 284.13 feet to the point of beginning.

Parcel B: Lots 3, 4, and the North 14.17 feet of Lot 5, in PARK DRIVE INDUSTRIAL PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska. 62. 29370

Parcel C: Lot 5, except the North 14.17 feet thereof and all of Lot 6, in PARK DRIVE INDUSTRIAL PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Parcel D: Lot 7, in PARK DRIVE INDUSTRIAL PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Parcel E: Lot 9, except the East 16 feet thereof and all of Lot 10, in PARK DRIVE INDUSTRIAL PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.