

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2008-04534

Recording Requested By and
When Recorded Mail To:
Genworth Life Insurance Company
707 East Main Street, Suite 1300-A
Richmond, Virginia 23219-3310
Loan No.: 100001118

2008 FEB 20 P 4: 14 8

George J. Lowling
REGISTER OF DEEDS

COUNTER WJ C.E. D
VERIFY WJ D.E. P
PROOF LM
FEES \$ 35.50
CHECK # 025349
CHG. _____ CASH _____
REFUND. _____ CREDIT _____
SHORT _____ NCR _____

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation ("Lender"), has agreed to make a loan (the "Loan") to LUND SOUTHPORT 14, L.L.C., a Nebraska limited liability company ("Landlord"), to be secured by a Deed of Trust, Assignment of Rents and Leases, and Security Agreement (the "Deed of Trust") on the property commonly known as 12325 Port Grace Blvd., La Vista, Nebraska 68128 (the "Property"), and more particularly described on attached Exhibit A. The parties acknowledge that the Deed of Trust is being recorded concurrently with or after this instrument on February 20, 2008 as Instrument No. 2008-04534 of Official Records of Sarpy County, Nebraska. (The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information when available.)

SECURITIES AMERICAN FINANCIAL CORP., a Nebraska corporation ("Tenant") has a Lease dated November 16, 2006, as amended by Assignment and Assumption of Lease dated May 2, 2007 (collectively, the "Lease") with Landlord on all or a portion of the Property (the "Leased Premises").

Lender needs assurances from Tenant in order to make the Loan. Tenant is willing to give those assurances if Lender will agree, so long as Tenant is not in default under the Lease, not to disturb Tenant's possession of the Leased Premises in the event of foreclosure of the Deed of Trust. Tenant also understands that, in making the Loan, Lender will rely on the assurances and statements made in this agreement.

NOW, THEREFORE, Lender and Tenant agree as follows:

1. Subordination. Tenant agrees that the Lease, and all rights of Tenant in, to and under the Lease and the Property, are hereby unconditionally subordinated, and shall remain unconditionally subordinate, to the lien of the Deed of Trust and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof.

2. Tenant Not To Be Disturbed. Lender agrees that, so long as Tenant is not in default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default):

(a) Tenant's possession of the Leased Premises under the Lease shall not be disturbed by Lender in any foreclosure or other proceedings brought to enforce the Deed of Trust or by any deed in lieu of foreclosure.

FNT

A

(b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust, and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant To Attorn To Lender. If Lender becomes the owner of the Property by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or by deed in lieu of foreclosure, the Lease shall continue in full force and effect as if Lender were the original Landlord and Tenant hereby attorns to Lender as Tenant's lessor, except Lender shall not be:

- (a) Liable for any act or omission of any prior lessor (including Landlord); or
- (b) Subject to any offset or defense which Tenant might have against any such prior lessor; or
- (c) Bound by any prepayment of rent by Tenant, except as required by the terms of the Lease; or
- (d) Bound by any amendment, modification or waiver of any material term of the Lease, unless made with the prior written consent of Lender; or
- (e) Liable for any obligation of Landlord under the Lease with respect to any property other than the Property, including without limitation the obligations of Landlord pursuant to paragraph 29 of the Lease.

If Lender becomes the owner of the Property and thereafter sells or otherwise transfers its interest in the Property, Lender shall have no liability with respect to obligations of the lessor under the Lease which arise following the sale or other transfer of the Property by Lender.

4. Third-Party Owner. If someone acquires the Property through Lender, whether at a trustee or foreclosure sale or otherwise, that person shall have the same rights and obligations to continue the Lease with Tenant as Lender would have under this agreement.

5. Purchase Options. Tenant has no option to purchase, right of first refusal, or other right to acquire all or any of the Property, except for the right of first offer and option to purchase set forth in paragraphs 27 and 28 of the Lease. Tenant agrees that, under paragraph 1 above, such option and right of first offer are hereby made subject and subordinate to the lien of the Deed of Trust and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof. Tenant acknowledges that any conveyance of the Property pursuant to such option or right of first offer shall be conditioned upon the payment in full of all sums due under the Loan. Such option and right of first offer shall not apply to any transfer of the Property by foreclosure or deed in lieu of foreclosure, and following any such transfer such option and right of first offer shall be null and void.

6. Covenants of Tenant. Tenant covenants as follows:

- (a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written notice from Lender that an uncured event of default

has occurred and is continuing under the Deed of Trust or other documents executed by Landlord in connection with the Loan (a "Notice of Default"). By its signature below, Landlord consents to Tenant's payment of rent to Lender upon receipt of Lender's written Notice of Default, agrees that Tenant may rely solely upon Lender's written Notice of Default regardless of any dispute between Landlord and Tenant, and releases and discharges Tenant from all liability to Landlord for any payment of rent made as instructed by Lender in writing.

(b) Tenant shall not subordinate its rights under the Lease to any other mortgage, deed of trust or other security instrument without the prior written consent of Lender.

(c) Tenant shall notify Lender if Landlord is in default under the Lease and will give Lender thirty (30) days after receipt of such notice in which to cure the default before Tenant invokes any of its remedies under the Lease.

7. Assignment of Lease. Tenant understands that Landlord's interest in the Lease has been assigned to Lender in connection with the Loan. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease.

8. Costs and Attorneys' Fees. In the event of any claim or dispute arising out of this agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all attorneys' fees and other costs and expenses incurred in connection with the claim or dispute, including without limitation those fees, costs and expenses incurred before, during or after suit, in any arbitration, in any appeal, in any proceedings under any present or future bankruptcy act or state receivership, and in any post-judgment proceedings.

9. Notices. Any notices under this agreement shall be in writing and shall be personally delivered or mailed, postage prepaid, certified or registered mail, return receipt requested. Any notice sent to a party shall be sent to the party at its address below its signature hereon. Each mailed notice shall be deemed given three (3) days after its postmark. Any party may change its address by notice to the other parties.

10. Miscellaneous. This agreement may not be modified except in a writing executed by the parties or their successors in interest. This agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns. This agreement may be executed in counterparts, in which case all originals together shall constitute a single instrument.

C

DATED this 14 day of Feb, 2008.

"LENDER"

GENWORTH LIFE INSURANCE COMPANY,
a Delaware corporation

By: Cindy J. Heide
Its: Investment Officer

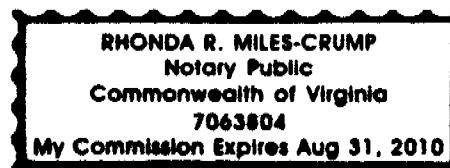
Address:
707 East Main Street, Suite 1300-A
Richmond, Virginia 23219-3310

STATE OF VIRGINIA)
COUNTY OF HENRICO) ss.

I certify that I know or have satisfactory evidence that Cindy J. Heide is the person who appeared before me, and said person acknowledged that ~~he~~[she] signed this instrument, on oath stated that ~~he~~[she] was authorized to execute the instrument and acknowledged it as the Investment Officer of GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14th day of February, 2008.

Rhonda R. Miles-Crump
Notary Public in And For the State of Virginia,
residing at Henrico Co
Name (printed or typed): Rhonda R. Miles-Crump
My appointment expires: 8/31/10



"TENANT"

SECURITIES AMERICAN FINANCIAL CORP.,
A Nebraska corporation

By: 

Name: Steven F. McWhorter

Title: Chairman & CEO

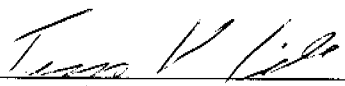
Address:

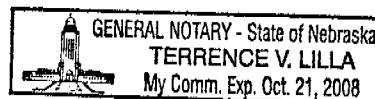
Securities America Financial Corp.
c/o ~~South~~ Kevin J. Miller
7100 West Center Road
Omaha, Nebraska 68106

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

I certify that I know or have satisfactory evidence that Steven F. McWhorter is the person who appeared before me, and said person acknowledged that [he][~~she~~] signed this instrument, on oath stated that [he][she] was authorized to execute the instrument and acknowledged it as the Chairman & CEO of SECURITIES AMERICA FINANCIAL CORP. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1st day of February, 2008.


Notary Public in And For the State of NE,
residing at Douglas City
Name (printed or typed): Terrence V. Lilla
My appointment expires: 10/21/08



CONSENTED AND AGREED TO this 12 day of February 2008.

"LANDLORD"

LUND SOUTHPORT 14, L.L.C.,
A Nebraska limited liability company

By: _____

John Lund, Managing Member

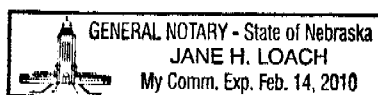
Address:

120 Regency Parkway, Suite 116
Omaha, Nebraska 68114

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

I certify that I know or have satisfactory evidence that John Lund is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of LUND SOUTHPORT 14, L.L.C., a Nebraska limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 12th day of February, 2008.



Jane H. Loach
Notary Public in And For the State of Nebraska,
residing at Omaha.
Name (printed or typed): Jane H. Loach
My appointment expires: 2/14/2010.

2008-04534 F

EXHIBIT A

Legal Description

Lot 14-A, Southport East Replat Eight, an Addition to the City of La Vista, in Sarpy County, Nebraska.