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George J. ...
Recorder

SUBORDINATION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to facilitate the borrowing of money by Rodney D. Rhoden, its sole shareholder and controlling person, Rhoden Auto Center, Inc., an Iowa corporation doing business in Council Bluffs, Iowa, the lessee under a certain Lease with Rodney D. Rhoden, as lessor, of certain improved real estate located in Council Bluffs, Iowa and legally described on Exhibit "A" annexed hereto and by this reference incorporated herein ("Real Estate"), which Lease is not recorded, hereby acknowledges and agrees, to and for the benefit of General Motors Acceptance Corporation ("GMAC"), as follows:

1. Rhoden Auto Center, Inc. acknowledges that, as security for a loan to Rodney D. Rhoden, GMAC holds: (i) mortgage lien interests in the Real Estate pursuant to a First Mortgage and a Second Mortgage and an Amendment thereto executed and delivered by Rodney D. Rhoden; (ii) an assignment of rents pursuant to an Assignment of Rents executed and delivered by Rodney D. Rhoden; and (iii) an open-end Mortgage executed and delivered by Rodney D. Rhoden.

2. Rhoden Auto Center, Inc. hereby fully and completely subordinates, in right, time and priority, whatever interest it may now or hereafter hold or acquire in the Real Estate, including the leasehold interest therein acquired by virtue of said Lease, to the interest of GMAC under said mortgages and assignment of rents. Rhoden Auto Center, Inc. covenants not to assert or claim any interest in the Real Estate superior or prior, in any respect whatsoever, to the interest of GMAC therein, and Rhoden Auto Center, Inc. hereby agrees that the assertion or claim, by it, of any interest in the Real Estate superior or prior, in any respect whatsoever, to the interest of GMAC therein, shall be and constitute a default under said Lease sufficient to entitle the lessor thereunder, and its successors and assigns, to immediately terminate said Lease, without notice, demand or opportunity to cure.

3. This Subordination Agreement shall be binding upon Rhoden Auto Center, Inc. and its successors and assigns and shall inure to the benefit of GMAC and its successors and assigns. Rhoden Auto Center, Inc. agrees to execute and deliver such further documents and instruments as may be necessary or appropriate to evidence the full and complete subordination of its interest in the Real Estate, now owned or hereafter acquired, to any interest of GMAC therein; now held or hereafter acquired.

DATED this 11 day of February, 1992.

RHODEN AUTO CENTER, INC.

By [Signature]
Rodney D. Rhoden, President

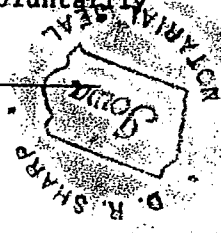
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NOTARY PUBLIC

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 11 day of February, ^{Iowa} A.D. 1992, before me, a notary public within the State of ~~Nebraska~~, personally appeared Rodney D. Rhoden, to me personally known, who being by me duly sworn did say that he is President of Rhoden Auto Center, Inc., that the seal affixed to said instrument is the seal of said (or that no seal has been procured by the said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Rodney D. Rhoden acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

D.R. Sharp
Notary Public



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CONFIDENTIAL
EXHIBIT A

A part of the N 1/2 NE 1/4 SW 1/4 of Section 12, Township 74 North, Range 44 West of the 5th P.M. in Council Bluffs, Pottawattamie County, Iowa, described as follows:

Commencing at the NE corner of the said N 1/2 NE 1/4 SW 1/4 of Section 12; thence West 506 feet; thence South 231.9 feet; thence East parallel with the North line 506 feet; thence North 231.9 feet to the place of beginning.

A part of the N 1/2 NE 1/4 SW 1/4 of Section 12, Township 74 North, Range 44 West of the 5th P.M., Council Bluffs, Pottawattamie County, Iowa, described as follows: Commencing at a point on the North and South center line of said Section 12 which is 2177.8 feet North of the South Quarter Section corner; thence North on said center line 224.3 feet; thence North 89° 30' West 506 feet; thence South 224.3 feet; thence South 89° 30' East 506 feet to the point of beginning; subject to a right of way for a pipe line in Book 979, Page 361, and Book 982, Page 66.