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Subordination, Non-Disturbance & Attornment Agreement

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Omaha, NE 68144

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ORIGINAL

SUBORDINATION, NON-DISTURBANCE & ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2011, by and between Dillon Companies, Inc., a Kansas corporation (hereinafter "Tenant"), Fifty Joint Venture, a Nebraska general partnership (hereinafter "Landlord"), and The State Life Insurance Company, an Indiana corporation (hereinafter "Lender").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into Lease Agreement dated June 20, 1988 as modified by a First Amendment to Lease dated July 1, 1991, a Lease Modification Agreement dated March 26, 2001, (hereinafter collectively referred to as "Lease") whereby Tenant leased from Landlord those certain premises located in the City of Omaha, County of Douglas and State of Nebraska, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Demised Premises"); and

WHEREAS, Landlord has made, executed and delivered to Lender its Promissory Note (hereinafter "Note") dated 4-1-11 in the principal amount of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00) secured by a Deed of Trust/deed of trust (hereinafter "Deed of Trust") of and affecting the Demised Premises, of even date with the Note, which Deed of Trust is filed for record in the Office of Register of Deeds, Douglas County, Nebraska in Deed-Book _____ at Page _____; and AS INSTRUMENT No. 2011029981

WHEREAS, the Note is additionally secured by an assignment of leases and rents (hereinafter "Assignment"), which Assignment is filed for record in the Office of Register of Deeds, Douglas County, Nebraska, in Deed-Book _____ at Page _____, whereby the Lease was assigned by Landlord to Lender; and AS INSTRUMENT No. 2011029982

WHEREAS, Lender is at this date the owner and holder of the Note secured by the Deed of Trust and Assignment; and

WHEREAS, the parties hereto wish that the Lease be subordinate to the lien of the Deed of Trust upon the condition that Lender covenants that Tenant's possession of the Demised Premises will not be disturbed upon foreclosure and upon the further condition that Tenant attorn to and recognize as Landlord the Lender.

NOW, THEREFORE, in consideration of the mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender, intending to be legally bound, warrant, covenant and agree as follows:

1. Tenant's leasehold interest under the Lease is hereby made subject and subordinate to the lien of the Deed of Trust and to any renewals, extensions or modifications thereof, regardless of priority of recording, subject to the provisions of this

Agreement.

2. Lender covenants that so long as Tenant shall not be in default under the Lease beyond any applicable grace or cure period provided in the Lease:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Deed of Trust or to enforce any rights under the Deed of Trust or the Note or other obligation secured thereby; and

(b) Lender will affirmatively recognize the validity of the Lease, all of the Lease terms, including renewal periods; and Tenant's possession of the Demised Premises and Tenant's rights thereto and under the Lease shall not be disturbed, affected or impaired by:

(i) any suit, action or proceeding upon the Deed of Trust or the note or other obligation secured thereby, or by the foreclosure of the Deed of Trust or the enforcement of any rights under the Deed of Trust or any other documents in the possession of the holder of the Deed of Trust, or by any judicial sale or execution or other sale of the Demised Premises, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Deed of Trust or other documents as a matter of law, or

(ii) any default under the Deed of Trust or the Note or other obligation secured thereby.

3. In the event Lender obtains title to the Demised Premises through foreclosure or deed in lieu of foreclosure under the Deed of Trust, Tenant and Lender agree to be bound by all of the provisions of the Lease, and Tenant will attorn to Lender, its successors and assigns, to the same extent and with the same effect as if Lender were the original landlord under the Lease, and Lender shall perform all obligations of Landlord under the Lease to the same extent and with the same effect as if Lender were the original Landlord under the Lease; provided, however, that Lender shall not be subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Demised Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of the Landlord in the Demised Premises, except for those liabilities and obligations of which Lender had written notice prior to its acquisition of Landlord's interest.

4. Tenant covenants not to pay any installment of monthly rent or any part thereof more than thirty (30) days prior to the due date of such installment. Nothing contained herein, however, shall be construed as limiting either Tenant's right to make deductions or offsets against rents as provided in the Lease or the amount thereof. Tenant and Landlord agree that they will not, without the prior written consent of Lender, which consent shall not be unreasonably withheld, enter into any amendment of the Lease that would reduce the monthly rent or the original term of the Lease, or increase the financial obligations of Landlord. Lender expressly consents to all other amendments to the Lease which consent is hereby self-operative and without further agreement.

5. Tenant agrees to give Lender notice of a Landlord default under the Lease at the same time as Tenant gives notice to the Landlord. Default situations in which there is a reasonable probability of immediate bodily injury or property damage may be corrected by Tenant without notice of Lender. Lender shall be entitled, but shall not be obligated, upon notice of a default by Landlord under the Lease to remedy the default of the Landlord provided that Lender promptly commences action to correct the default within thirty (30) days and Lender proceeds with due diligence and without interruption to complete the action necessary to cure the default.

6. In the event Tenant receives written notice from Lender that rentals due under the Lease are to be paid to Lender, pursuant to the terms of the Assignment, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender, or as otherwise directed by Lender, and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The provisions contained herein shall in no way alter, affect or impair Tenant's rights to make deductions from or offsets against rent as provided in the Lease.

7. All condemnation awards and insurance proceeds paid or payable with respect to the Demised Premises shall be applied in accordance with the terms of the Lease.

8. All notices required or permitted to be made under this Agreement shall be deemed properly served if delivered in writing personally or if sent by certified or registered mail, return receipt requested to:

Tenant at: Dillon Companies, Inc.
2700 East 4th Avenue
Hutchinson, KS 67501
Attn: Real Estate Department

Landlord at: Fifty Joint Venture
c/o PDM, Inc.
1111 N. 102nd Court, Suite 325
Omaha, NE 68114

Lender at: The State Life Insurance Company
Post Office Box 368
Indianapolis, Indiana 46206-0368


or to any subsequent address designated in accordance with this provision. Date of service of a notice shall be the date of personal delivery, or if sent by mail, upon deposit in a post office of the United States Postal Service, or successor governmental agency.

9. This Agreement constitutes the entire understanding of the parties hereto and is intended to be a full, final and complete integration of all prior or contemporaneous agreements regarding the matters set forth herein. No amendment to this Agreement shall be effective unless it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

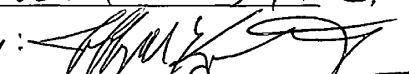
TENANT

DILLON COMPANIES, INC.

By 
Joseph A. Grieshaber, Jr.

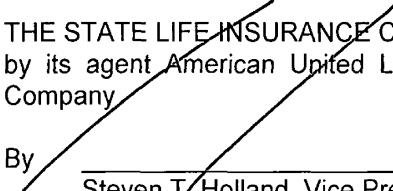
LANDLORD

FIFTY JOINT VENTURE

By VENTURE 50, INC.
By: 
VICE PRESIDENT

LENDER see attached

~~THE STATE LIFE INSURANCE COMPANY
by its agent American United Life Insurance
Company~~

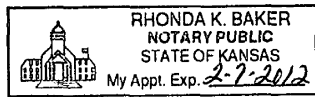
By 
Steven T. Holland, Vice President

(Tenant Acknowledgment)

STATE OF KANSAS)
)
COUNTY OF RENO) ss:

The foregoing instrument was acknowledged before me this 31st day of March, 2011, by Joseph A. Grieshaber, Jr., the Vice President of Dillon Companies, Inc., a Kansas corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Rhonda K. Baker
Notary Public

(Landlord Acknowledgment - Partnership)

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 1st day of April, 2011, by Jeffrey M. Keating, the Vice President ****** of Fifty Joint Venture, a Nebraska general partnership, on behalf of the partnership. ****** of Venture-50, Inc., a Nebraska corporation, a partner

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Jessica Diley
Notary Public

“LENDER”

The State Life Insurance Company
by its agent American United Life Insurance Company

By: *Steven T. Holland*
Steven T. Holland, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this 31 day of March in the year of 2011, before me, Tonya L. Snyder, a Notary Public of said State, duly commissioned and sworn, personally appeared Steven T. Holland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of American United Life Insurance Company by its agent The State Life Insurance Company, an Indiana corporation, the corporation therein, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Tonya L. Snyder
Notary Public (signature)
Tonya L. Snyder
printed name

My Commission Expires: 04/25/2015
My County of Residence: Johnson

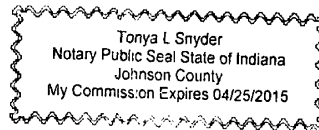


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 4, Spring Valley Plaza, an addition to the City of Omaha, Douglas County, Nebraska, together with rights of ingress and egress as contained in the Declaration recorded June 14, 1991 in Book 967 at Page 23 of the Miscellaneous Records of Douglas County, Nebraska.