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2007 OCT 16 PM 1:17

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Charles D. Horner

AND WHEN RECORDED MAIL TO:

Blackwell Sanders Peper Martin LLP  
4801 Main Street - Suite 1000  
Kansas City, Missouri 64112

*Ronnie Workman*  
CUMING COUNTY CLERK  
FEE \$ 46.50  
CK  CASH  CHG

THIS SPACE FOR RECORDER'S USE ONLY

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

## SUBORDINATION, NONDISTURBANCE AND ATTORNMEN~~T~~ AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN~~T~~ AGREEMENT (this "Agreement") is made and entered into as of the 15 day of ~~September~~<sup>October</sup> 2007 among PAMIDA STORES OPERATING CO., LLC., a Delaware limited liability company ("Tenant"); D & L DEVELOPMENT COMPANY, LLC, a Nebraska limited liability company ("Borrower"); and ICA MORTGAGE CAPITAL, LLC, an Illinois limited liability company, as lender (hereinafter referred to, together with its successors and assigns, as "Lender").

### Introductory Statements

(C) Under that certain lease dated as of February, 2, 2007, (together with any amendments, modifications, renewals or extensions thereof, whether now or hereafter existing, the "Lease"), Borrower demised to Tenant the premises described in the Lease and located on the real estate legally described in Exhibit A attached hereto and made a part hereof. Such real estate and the improvements located thereon are herein referred to as the "Premises".

(D) Lender made a loan to Borrower (the "Loan"), which is evidenced by that certain Promissory Note dated ~~September~~<sup>October</sup> 15, 2007, (the "Note"), executed by Borrower in favor of Lender, and secured, in part, by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated the date of the Note (the "Mortgage") entitling Lender to certain rights regarding all or part of the Premises. All of the rights, titles and interests of Lender with respect to the Premises, whether under the Mortgage or any other document evidencing or securing the Loan are collectively referred to herein as "Lien Rights."

(C) Lender, Borrower and Tenant desire to enter into this Agreement in connection with the Loan.

### Agreement

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant hereby agrees that all of Tenant's right, title and interest in and under the Lease are and shall at all times continue to be subject and subordinate to the Lien Rights of Lender, including renewals, modifications, consolidations, replacements and extensions of such Lien Rights, in the same manner and to the same extent as if the Lease were executed subsequent to the execution, delivery and recording of the Mortgage and the creation of the Lien Rights.

2. Tenant hereby warrants and represents to Lender that there has been no assignment of Tenant's rights or interests under the Lease to any party.

3. (a) If Lender forecloses on the Premises, Tenant shall be bound and obligated, and agrees to recognize and attorn, to the purchaser at such foreclosure as "landlord" or "lessor" under the Lease, and such purchaser shall succeed to the rights and obligations of Borrower under the Lease.

(b) Likewise, if Lender receives and accepts a conveyance of the Premises in lieu of foreclosure or otherwise, Tenant shall be bound and obligated, and agrees to recognize and attorn, to Lender as landlord or lessor under the Lease, and Lender shall succeed to the rights and obligations of Borrower under the Lease.

(c) Upon the occurrence of events described in paragraphs 3(a) or 3(b) above or the other exercise of Lender's Lien Rights, and provided that Tenant shall not then be in default under the Lease beyond the period, if any, provided therein for the cure of such default, all rights and obligations of Tenant under the Lease shall continue in full force and effect and be enforceable against Tenant by Lender or such purchaser, as the case may be, with the same force and effect as if the Lease had been originally made and entered into directly by and between Lender or such purchaser, as landlord or lessor thereunder, and Tenant. Additionally, Tenant shall be permitted to remain in possession of the Leased Premises and exercise all of its rights under the Lease so long as the Lease is not terminated or Tenant's right to possession of the Leased Premises is not terminated in accordance with the Lease on account of any default of Tenant under the Lease.

(d) Nothing herein contained shall impose any obligation upon Lender to perform any of the obligations of Borrower under the Lease unless and until Lender shall become an owner or mortgagee in possession of the Premises. In no event shall the Lender be liable for any act or omission of any prior lessor or landlord, and Tenant shall have no right of setoff for any prior acts of such landlord or lessor.

(e) After Lender shall have conveyed the Premises and ceased to collect rent from Tenant, Lender shall not be liable for any unperformed covenant, duty or obligations of lessor or landlord thereafter accruing, but Lender shall not thereby be discharged from any unperformed covenant, duty or obligation of lessor or landlord that accrued during the period when Lender held (or was deemed to have held) the position of lessor or landlord.

4. Nothing in this Agreement shall in any way impair or affect the lien created by the Mortgage or the other Lien Rights.

5. Tenant acknowledges and agrees that the Lease and the rental and other payments thereunder has been assigned to Lender by Borrower as security for its obligations under, and secured by, the Mortgage. Tenant agrees that, upon receipt of written notice from Lender that a default exists under the Mortgage, or any instrument or document collateral thereto, Tenant shall make all rental and other payments required pursuant to the Lease to Lender or as otherwise directed by Lender, and Tenant shall thereby be properly credited with an offset and credit for such payments as against the rental payments then due under the Lease.

6. Borrower acknowledges and agrees that Lender shall be entitled to collect and receive rents pursuant to the Lease as provided herein, and Tenant is authorized and hereby directed to make all such payments of rent to Lender upon receipt of the notice of default provided for herein, or as otherwise directed by Lender, and Tenant shall be under no duty or obligation to make further inquiry until authorized and directed in writing by Lender and Borrower.

7. Any terms or conditions of the Lease notwithstanding, Tenant agrees that it will not make any addition, alteration, improvement, demolition or change in or to the Premises or any structure or improvement thereon or subject to the Mortgage that diminishes the value, utility or current usefulness of the Premises, nor shall it further modify or amend the Lease payments, term or other provisions materially affecting the economic benefits of the Lease without the prior written consent of Lender, such consent not to be unreasonably withheld.

8. This Agreement may be modified or amended only in writing signed by all of the parties hereto or their respective heirs, successors or permitted assigns in interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and permitted assigns.

9. The terms and provisions of this Agreement among the parties shall terminate upon the release and discharge of the Mortgage.

10. All notices hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid, addressed to the following addresses:

If to Tenant: Pamida Stores Operating Co., LLC.  
8800 "F" Street

Omaha, NE 68127  
Attention: Real Estate Department

If to Lender: ICA Mortgage Capital, LLC  
c/o Daisley Ruff Financial  
440 Regency Parkway, Suite 200  
Omaha, Nebraska 68114  
Attention: Roger Porter

If to Borrower: D & L Development Company, LLC  
2299 Highway 275, Lot 2  
West Point, Nebraska 68788  
Attention: David W. Baumert

Tenant, Lender or Borrower may at any time change its address for such notices by delivering to the other, as aforesaid, a notice of such change.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

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

[SEAL]

ATTEST: STATE OF NEBRASKA, GENERAL NOTARY  
Tay Orr  
My Commission Expires 08/27/2011  
By: Tay Orr  
Secretary

PAMIDA STORES OPERATING CO., INC., a  
\_\_\_\_\_ corporation

By: Jim Larson  
Name: Jim Larson  
Title: VP Property Development

D & L DEVELOPMENT COMPANY, LLC,  
a Nebraska limited liability company

By: Starlight Leasing, LLC, a \_\_\_\_\_ limited  
liability company, Managing Member

By: David W Baumert  
Name: DAVID W BAUMERT  
Title: Pres.

ICA MORTGAGE CAPITAL, LLC,  
an Illinois limited liability company

By: Kevin Ellis  
Name: KEVIN ELLIS  
Title: DIRECTOR

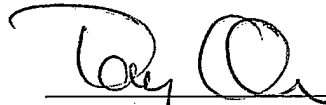
Acknowledgements  
Exhibit A: Legal Description

Signature Page - SNDA

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

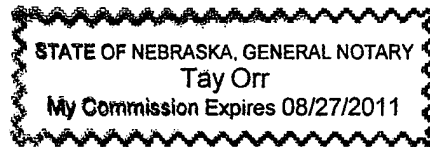
Before me, ~~Jim Larson~~ Tay Orr, a Notary Public, on this day personally appeared Jim Larson known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the VP Property Development of Pomida Stores Operating Co., Inc., a LLC corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this 24<sup>th</sup> day of September 2007.

  
\_\_\_\_\_  
Notary Public (Seal)

My commission expires:

8-27-01

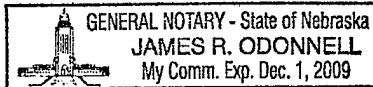


STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

On this 15 day of October, 2007, before me, a Notary Public, in and for said County and State, personally appeared David BAUMERT, known to me to be the person who executed the within instrument, and who stated that he/she is the Manager of Starlight Leasing, LLC, a NE limited liability company, which is the Managing Member of D&L Development Company, LLC, a Nebraska limited liability company, and that he/she executed the same as MANAGER, of Starlight Leasing, LLC, for and on behalf of D&L Development Company, LLC, and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

[SEAL]



James R. O'Donnell  
Notary Public

My Commission Expires:

12-1-09

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

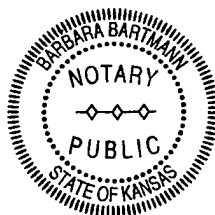
BE IT REMEMBERED, that on this 11<sup>th</sup> day of October, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kerwin Ellis, a Manager of ICA Mortgage Capital, LLC, an Illinois limited liability company, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of such limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of such limited liability company.

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

Barbara Bertmann  
Notary Public

My commission expires:

5-4-2011



MY COMMISSION EXPIRES:  
May 4, 2011



EXHIBIT A  
Legal Description

The East 48 feet of Lot 3, and all of Lots 4 and 5, West Point Travel Plaza Subdivision, a Subdivision of Part of Addition K, an addition to the City of West Point, Cuming County, Nebraska.