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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is made and entered into as of the 22ND day of JANUARY, 1997, by and between LUTHERAN BROTHERHOOD, a Minnesota corporation ("Lender"), CANNONBALL EXPRESS, INC., a Nebraska corporation ("Lessor"), and SKYWAY FREIGHT SYSTEMS, INC., a California corporation ("Lessee").

WITNESSETH:

WHEREAS, by a Business Property Lease dated April 4, 1996, consisting of 9 pages ("Lease"), Lessee leased from Lessor space in the real estate commonly known as 6377 John J. Pershing Drive, situate in the City of Omaha, County of Douglas, State of Nebraska, more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Premises"); and

WHEREAS, said Premises have been or will be mortgaged to Lender under a Combination Deed of Trust, Security Agreement, and Financing Statement as amended by a certain Amendment to Combination Deed of Trust, Security Agreement, and Financing Statement dated as of February 13, 1997 (collectively, "Deed of Trust") recorded or to be recorded in the office of the Register of Deeds in and for the county in which the Premises are located as security for a loan from Lender to Lessor ("Loan"); and

WHEREAS, Lender has required the execution of this Agreement as a condition to making such Loan;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable considerations, Lender, Lessor and Lessee hereby covenant and agree as follows:

1. Lessee's interest in the Lease, and all rights of Lessee thereunder, shall be and hereby are declared to be subject and subordinate to the Deed of Trust. The term "Deed of Trust," as used herein, shall include the Deed of Trust and any and all amendments, supplements, modifications, renewals, extensions or replacements thereto, thereof or therefor.
2. Should the Lender or any other person, party or entity become the owner of the Premises as a result of a foreclosure sale under the Deed of Trust or a conveyance in lieu of foreclosure

Omaha
omaha-25716.1

STATE TITLE SERVICES, INC
P.O. Box 85355
LINCOLN, NE 68501-5355

("New Owner"), Lessee shall attorn to and recognize the New Owner as succeeding to the interest of the Lessor and thereafter be obligated to such New Owner to perform all of Lessee's obligations under the Lease, and Lessee shall have no right to terminate the Lease by reason of the foreclosure of the Deed of Trust, so long as the Lessee's use and possession of the Premises shall not be disturbed by reason thereof. Such New Owner shall be bound to the Lessee under all of the terms, covenants, and conditions of the Lease for all matters accruing after such succession and the rights of Lessee under the Lease shall not be disturbed by New Owner during the remaining term of the Lease provided Lessee shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be performed by Lessee and shall not be in default thereunder. Upon request, the parties shall execute and deliver appropriate agreements of attornment and recognition. However, this Agreement shall be deemed to be self-operative and no such separate agreements shall be required to effectuate the foregoing attornment and recognition. Any such attornment and recognition of such New Owner shall be upon all of the terms, covenants, conditions and agreements as set forth in the Lease. Upon any sale or other transfer by a New Owner of its interest in the Premises said New Owner shall thereupon automatically be released and discharged from all liability thereafter accruing under the Lease.

3. A New Owner shall not be bound by (a) any amendments or alterations to the Lease after the date hereof, or (b) prepayment of rents under the Lease for more than one (1) month in advance after the day hereof, that were made without Lender's or its written consent.
4. This Agreement may not be amended or modified in any manner other than by agreement in writing signed by all of the parties hereto.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
6. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender:

LUTHERAN BROTHERHOOD
625 Fourth Avenue South
Minneapolis, Minnesota 55415
Attention: Investment Division

If to Lessor:

Cannonball Express, Inc.
9100 "F" Street
Omaha, Nebraska 68127
Attention: Bruce D. Meyers

If to Lessee:

Skyway Freight Systems, Inc.

225 Westridge Drive

Watsonville, California 95076

Attention: ~~Pat McKinney~~ T.O. POWELL

Director of ~~Real Estate~~

OPERATIONS SUPPORT

Each party may change its above-stated address from time to time by serving written notice of the change upon the other parties hereto as above provided at least ten (10) days prior to the effective date of said change.

7. This Agreement and the Lease shall be governed by and construed and interpreted in accordance with the laws of the State in which the Premises is located.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

LUTHERAN BROTHERHOOD

BY:

Its:

Charles Heese
Vice President

LEA 2/10/97

LENDER

CANNONBALL EXPRESS, INC.

BY:

Bruce D. Meyers
Bruce D. Meyers, President

LESSOR

SKYWAY FREIGHT SYSTEMS, INC.

BY:

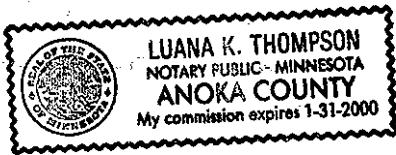
T.O. Powell
James Bramlett, Vice President

LESSEE

Thomas O. Powell, Director Operations
Support

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 12 day of February, 1997, before me, a Notary Public in the State of Minnesota, personally appeared Charles Heeren, to me personally known, who, by me duly sworn did say that he/she was a Vice President of LUTHERAN BROTHERHOOD, a Minnesota corporation, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Vice President acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 23rd day of January, 1997, by Bruce D. Meyers, President of Cannonball Express, Inc., a Nebraska corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

March 2, 1999



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

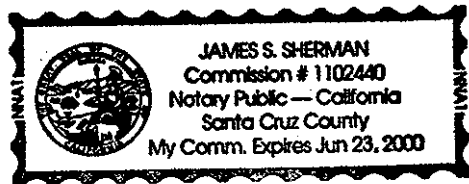
State of California

County of Santa Cruz

On February 17, 1997 before me, JAMES S. SHERMAN Notary Public

personally appeared Thomas O. Powell

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

James S. Sherman
Signature of Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

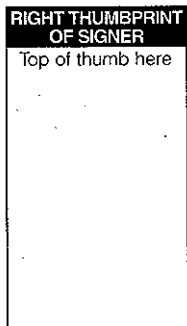
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:



Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:

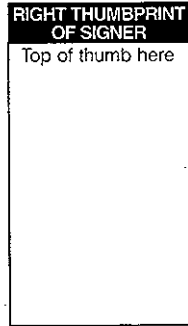


EXHIBIT "A"

Legal Description

Lot 2, The Union Land Company's First Addition Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.