

*Dean J. [Signature]*  
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into this 27<sup>th</sup> day of April, 1998, by and among LINWELD, INC., a Trust ("Tenant"), with a mailing address of 1225 "L" Street, Suite 600, Lincoln, Nebraska, SECURITY-CONNECTICUT LIFE INSURANCE COMPANY, a Connecticut corporation, ("Mortgagee"), with a mailing address of c/o ReliaStar Investment Research, Inc., 100 Washington Avenue South, Suite 800, Minneapolis, Minnesota 55401-2121, and CENTRE TERRACE LIMITED PARTNERSHIP, a Nebraska limited partnership ("Landlord") with a mailing address of 1225 "L" Street, Suite 201, Lincoln, Nebraska.

**RECITALS**

Tenant has entered into a lease dated June 19, 1995 with Landlord which demises certain premises described in said lease (the "Leased Premises") which constitute a portion of the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, renewals, replacements, consolidations, extensions or modifications thereof, whether now or hereafter existing shall be hereinafter referred to as the "Lease".

Landlord has executed and delivered a Deed of Trust (the "Deed of Trust") encumbering the Real Estate which Deed of Trust is held by Mortgagee.

Tenant, Landlord and Mortgagee wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One (\$1.00) Dollar by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Landlord and Tenant each agree not to amend, modify or accept a termination of the Lease without the prior written consent of Mortgagee.
2. Tenant hereby confirms, as of the date hereof, that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents required to be paid by the terms of the Lease other than notice of the same from present mortgagees of the Real Estate.
3. The Lease is and shall be subject and subordinate to the Deed of Trust and to all amendments, renewals, modifications, consolidations, replacements, and extensions therefor, to the full extent of the principal sum secured by the Deed of Trust, all interest accrued and from time to time unpaid thereon and any other amounts required to be paid by the terms of the Deed of Trust. Notwithstanding the foregoing, Mortgagee, at its sole option, may deem and treat the Lease as prior to the Deed of Trust. Tenant will in no event subordinate or agree to subordinate the Lease to any lien or encumbrance affecting the Real Estate or the Leased Premises other than the Deed of Trust without the express written consent of Mortgagee, and any such attempted subordination or agreement to subordinate without such consent of Mortgagee shall be void and of no force and effect. Prior to Tenant pursuing any of its remedies under the Lease, whether in equity or at law, Tenant shall provide Mortgagee with written notice of any defaults of Landlord under the Lease and Mortgagee shall have the right to cure such default within the time period provided in the Lease but

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in no event less than 30 days from receipt of said notice; provided, however, that if such default cannot be cured within that time, then such additional time as may be necessary if, within the initial cure period, Mortgagee shall have commenced and shall be diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of foreclosure proceedings if necessary to effect such cure), and further provided that such period of time shall be extended by any period within which Mortgagee is prevented from commencing foreclosure proceedings by reason of the bankruptcy of Landlord. Any sums expended by Mortgagee to cure such defaults shall be added to the Deed of Trust balance and draw interest as provided therein. Tenant shall not seek to terminate the Lease, whether by reason of any default of Landlord under the Lease or otherwise, without giving Mortgagee thirty (30) days prior written notice specifying Tenant's reasons for attempting to terminate the Lease.

4. Tenant agrees that neither the occurrence of any default in the Deed of Trust, the institution of proceedings to foreclose the lien thereof, the taking of possession by Mortgagee or by any receiver appointed in any foreclosure proceedings, the entry of a foreclosure decree, the sale of the Real Estate pursuant to such decree, the issuance of a deed to the purchaser at any such sale nor the issuance of a deed of the Real Estate in lieu of foreclosure or in settlement of amounts due under the Deed of Trust will affect any obligation of Tenant under said Lease. Tenant further agrees that upon receipt of written notice from Mortgagee of an uncured default by the Landlord under the Deed of Trust or the Note secured by the Deed of Trust, all checks and payments for all or any part of the rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall otherwise direct.

5. In the event Mortgagee should foreclose the Deed of Trust, the Mortgagee will not join the Tenant as a party defendant in any foreclosure proceedings or otherwise disturb Tenant's occupancy pursuant to the Lease for so long as the Tenant is not in default beyond any applicable cure period under the Lease or this Agreement. In the event Tenant is in default beyond any applicable cure period under the Lease or this Agreement, the obligations of Mortgagee hereunder shall, at Mortgagee's election, become null and void. In the event Mortgagee is entitled to foreclose the Deed of Trust and Tenant is in default beyond any applicable cure period under the Lease or this Agreement, Mortgagee may proceed to extinguish the Lease and all of Tenant's rights and interests in and to the Leased Premises through foreclosure of the Deed of Trust.

6. Tenant hereby agrees that any interest of Tenant in any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them shall be subordinate to the interests of Mortgagee in such awards. Tenant will neither seek nor accept any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them until all amounts secured by the Deed of Trust have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

7. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants, and conditions of the Lease, and the Tenant agrees, from and after such event, to atom to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate, with all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against said Mortgagee, designee or purchaser for the breach of any

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agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that said Mortgagee, designee or purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord);
- (b) obligated or liable to Tenant for any security deposit or other sums deposited with any prior landlord (including the Landlord) under the Lease and not physically delivered to the Mortgagee;
- (c) obligated or liable to Tenant with respect to the construction and completion of the initial improvements in the Leased Premises for Tenant's use, enjoyment or occupancy;
- (d) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord);
- (e) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- (f) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

Said attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto upon succession to the interests of the Landlord by the Mortgagee or its designee. However, upon request, Tenant will execute and deliver to Mortgagee or its designee any instrument which is necessary or desirable to evidence such attornment.

8. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made herein on the part of Mortgagee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by Mortgagee or for the purpose or with the intention of binding said Mortgagee personally, but are made and intended for the purpose of binding only the Real Estate; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Mortgagee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Mortgagee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

9. All notices shall be either (i) personally delivered to the addresses set forth above, in which case it shall be deemed given on the date of delivery to said address, or (ii) sent by registered or certified mail, return receipt requested, in which case it shall be deemed given three (3) business days after deposit in the U.S. mail postage prepaid, or (iii) sent by a nationally recognized overnight courier, in which case it shall be deemed given upon receipt. The parties hereto may change such addresses at any time by written notice hereof to the other parties in accordance with the provisions hereof.

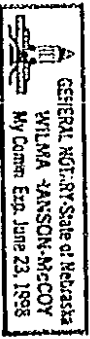
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



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STATE OF Minnesota  
COUNTY OF Hennepin ) ss.

1988 by Anna D. Swartz the General Manager of General Security a partnership on behalf of the partnership of General Security



Wilma Hanson McCoy  
Notary Public

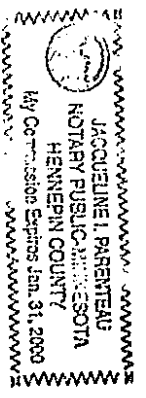
STATE OF Minnesota  
COUNTY OF Hennepin ) ss.

1988 by Jack S. Bellard the Assistant Treasurer of Security-Connecticut Life Insurance Company, a Connecticut corporation, on behalf of the corporation.

Jacqueline J. Parenteau  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Faagre & Benson LLP (JAD)  
2200 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402  
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