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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT
AGREEMENT

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Prepared by and After Recording Return to:
Mr. Alonso Cisneros
Troutman Sanders LLP
1111 East Main Street, 20th Floor
Richmond, VA 23219

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0351519299

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
(Revision Date 7-22-2002)

For use with Commercial Leases

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is made to be effective as of the 8th day of June, 2004, between **GMAC COMMERCIAL MORTGAGE BANK**, an industrial bank organized and existing under the laws of Utah ("**Lender**") and **JETZ SERVICE COMPANY, INC.** ("**Tenant**").

BACKGROUND:

Tenant has entered into a lease agreement with Apartment Investment and Management Company, as authorized agent for Consolidated Capital Properties IV, a California limited partnership, doing business in Nebraska as Consolidated Capital Properties IV Limited Partnership ("**Landlord**") dated as of March 26, 1999 (the "**Lease**") relating to the property described in Exhibit "A" attached to this Agreement and by this reference made a part of this Agreement (the "**Property**"). Lender has made or has committed to make or has purchased a loan to Landlord in the original principal amount of \$2,500,000.00 (the "**Loan**") secured by a mortgage, deed of trust or security deed (the "**Mortgage**") covering the Property. Tenant has agreed that the Lease will be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued use of the Property under the terms of the Lease.

AGREEMENT:

For and in consideration of the mutual covenants contained in this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and notwithstanding anything in the Lease to the contrary, the parties agree as follows:

1. **Subordination.** The Lease with all rights, options, liens and charges created by the Lease is expressly made and will continue to be subject to and subordinate in all respects to the terms, conditions, lien, operation and effect of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage.
2. **Nondisturbance.** If Lender takes possession of the Property or becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease and no event of default has occurred under the Lease, then Lender agrees as follows:
 - (a) Lender will not terminate, impair or disturb the possession of Tenant.
 - (b) The Lease will continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease.
3. **Mortgage Remedies.** Nothing contained in this Agreement will prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

4. **Attornment.** If Lender or any other party becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise ("**Successor Landlord**"), then Tenant agrees as follows:
- (a) Tenant will perform and observe its obligations under the Lease.
 - (b) Tenant will attorn to and recognize Successor Landlord as the Landlord under the Lease for the remainder of the term of the Lease, such attornment to be automatic and self-operative.
 - (c) Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.
5. **Protection of Successor Landlord.** Tenant agrees that Successor Landlord will not be liable for, subject to or bound by any of the following:
- (a) claims, offsets or defenses which Tenant might have against Landlord;
 - (b) acts or omissions of Landlord;
 - ~~ML~~ (c) ~~rent or additional rent which Tenant might have paid for more than the current month;~~
 - ~~ML~~ (d) ~~any security deposit or other prepaid charge paid to Landlord;~~
 - (e) construction or completion of any improvements for Tenant's use and occupancy;
 - (f) warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession; or
 - ~~ML~~ (g) ~~amendments or modifications of the Lease made without its written consent, except that written consent will be waived if not given within 30 days.~~
6. **Successor Landlord Exculpation.** Tenant will look solely to Successor Landlord's interest in the Property for the payment and discharge of any obligation or liability imposed upon Successor Landlord under the Lease.
7. **Estoppel.** To the best of Tenant's knowledge, there does not exist any default, claim, controversy or dispute under the Lease. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.
8. **Notice to Landlord.** Tenant agrees that it will deliver to Lender a copy of all notices of default or termination received by it under the terms of the Lease.
9. **Assignment to Lender.** Tenant acknowledges that the Landlord may execute and deliver to Lender an assignment of the Lease as security for the Loan and Lender may assign the Loan to Freddie Mac. Tenant expressly consents to such assignments.
10. **Invalidity.** If any portion of this Agreement is held invalid or inoperative, then all of the remaining portions will remain in full force and effect, and, so far as is reasonable and possible, effect will be given to the intent manifested by the portion or portions held to be invalid or inoperative.
11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State where the Property is located.

12. **Notices.**

- (a) All notices, demands and other communications ("**Notices**") under or concerning this Agreement must be in writing. Each Notice shall be addressed to the intended recipient at its address set forth in this Agreement, and will be deemed given on the earliest to occur of (1) the date when the Notice is received by the addressee; (2) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. The term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.
- (b) Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

Any Notice, if given to Lender, must be addressed as follows:

GMAC Commercial Mortgage Bank
6955 Union Park Center
Suite 330
Midvale, Utah 84047

with a copy to

GMAC Commercial Mortgage Corporation
200 Witmer Road
Post Office Box 809
Horsham, Pennsylvania 19044
Attn: Servicing – Executive Vice President

Any Notice, if given to Tenant, must be addressed as follows:

JETZ Service Company, Inc.
2514 So. Kansas Avenue
Topeka, Kansas 66611
Attn: Ron Sommers

- 13. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-title and assigns.
- 14. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LENDER:

GMAC COMMERCIAL MORTGAGE BANK,
a Utah industrial bank

By: Max W. Foore
Max W. Foore
Limited Signer

STATE OF VIRGINIA

CITY/COUNTY OF RICHMOND, ss:

On this 8th day of June, 2004, before me, the undersigned Notary Public in and for the State of VIRGINIA, personally appeared MAX W. FOORE to me personally known who being by me duly sworn did say that he/she is the LIMITED SIGNER of GMAC Commercial Mortgage Bank, a Utah industrial bank, executing the foregoing instrument, that the instrument was signed on behalf of the bank by authority of the bank, and the LIMITED SIGNER acknowledged the execution of the instrument to be the voluntary act and deed of the bank by it and by the LIMITED SIGNER voluntarily executed.

Witness my hand and official seal.

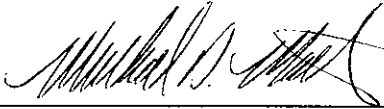
Deanna G. Fajed
Notary Public

My commission expires: 4/30/2007



TENANT:

JETZ SERVICE COMPANY, INC.

By: 

Name: Michael D. Martin

Title: Account Representative

STATE OF Missouri

CITY/COUNTY OF Kansas City/Clay ss:

On this 29th day of July, 2004, before me, the undersigned Notary Public in and for the State of Missouri, personally appeared Michael D. Martin to me personally known who being by me duly sworn did say that he/she is the Account Representative of JETZ Service Company, Inc., executing the foregoing instrument, that the instrument was signed on behalf of the corporation by authority of the corporation, and the Account Representative acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it and by the _____ voluntarily executed.

Witness my hand and official seal.


Notary Public

My commission expires: August 4, 2006

MELISSA A. STILLWELL
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Aug. 4, 2006

EXHIBIT A - LEGAL DESCRIPTION

Parcel 1:

Lot 1, 2, 3 and 10, in Lake Forest Estates Replat, recorded in Book 1362, Page 201, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that portion of said Lot 3, more particularly described as follows:

63-21480

Beginning at the Northwest corner of said Lot 3; thence East, along the Northerly property line of Lot 3, a distance of 20 feet; thence Southeasterly, along a line parallel to the Westerly property line of Lot 3, a distance of 20 feet; thence Southwesterly, along a line parallel to the Northerly property line of Lot 3, a distance of 20 feet, more or less, to a point on the westerly property line of Lot 3; thence Northwesterly, along the Westerly property line of Lot 3, to the Point of Beginning;

and, except that part of Lot 3 more particularly described as follows:

Beginning at the Northeast corner of said Lot 3; thence South, along the Easterly property line of Lot 3, a distance of 20 feet; thence West, along a line parallel to the Northerly property line of Lot 3, a distance of 20 feet; thence Northerly, along a line parallel to the Easterly property line of Lot 3, a distance of 20 feet, more or less, to a point on the Northerly property line of Lot 3; thence Easterly, along the Northerly property line of Lot 3, to the point of beginning.

Parcel 2:

Lot 1, Lake Forest Estates, recorded in Book 1329, Page 479, Douglas County, Nebraska.

63-21460

Parcel 3:

Lots 15-25, Lake Forest Estates Replat, recorded in Book 1362, Page 201, Douglas County, Nebraska.

63-21480