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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated the 29th day of September, 19 97 between Eichler, Fayne & Associates, a Michigan general partnership whose address is 4746 11th Avenue, N.E., Suite 102, Seattle, WA 98105 "Lender", and Macke Laundry Service as successor in interest to Midwest Coin Washer Company ("Tenant").

### RECITALS:

Tenant has entered into a Lease Agreement dated June 2, 19 89 (the "Lease") with South Apartments, L.L.C., a Nebraska limited liability company as successor in interest to Wentworth, USA ("Landlord"), covering certain premises more fully described in the Lease (the "Premises"), which Premises are a part of that the real property located in (see attached Exhibit A) (the "Property"):

Lender has made a loan to Landlord in the sum of \$ 3,500,000.00 secured by a Multifamily [~~Deed of Trust~~] [Mortgage] [~~Deed to Secure Debt~~], Assignment of Rents and Security Agreement on the Landlord's interest in the Property (including any Riders, the "Security Instrument"), recorded in the official records of Douglas County, Nebraska (the "Public Records"); and

C. Tenant has agreed to the subordination of the Lease to the Security Instrument on the condition that it is assured of continued occupancy of the Premises under the terms of the Lease and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. The Lease and all estates, rights, options, liens and charges therein contained or created under the Lease are and shall be subject and subordinate to the lien and effect of the Security Instrument insofar as it affects the real and personal property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made thereunder, to the full extent of amounts secured thereby and interest thereon.

2. In the event Lender or any trustee for Lender takes possession of the Property, as mortgagee-in-possession or otherwise, or forecloses the Security Instrument or otherwise causes the Property to be sold pursuant to the Security Instrument, Lender agrees not to affect, terminate or disturb Tenant's right to quiet enjoyment and possession of the Premises under the terms of the Lease or any of Tenant's other rights under the Lease in the exercise of Lender's rights under the Security Instrument so long as Tenant is not then in default under any of the terms, covenants or conditions of the Lease or this Agreement.

3. In the event that Lender succeeds to the interest of the Landlord under the Lease and/or Landlord's fee title to the Property, or if anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Security Instrument or by other sale pursuant to the Security Instrument, or upon the sale of the Property by Lender or its successors or assigns or any trustee for Lender after foreclosure or other sale pursuant to the Security Instrument or acquisition of title in lieu thereof or otherwise, Lender or its successors or assigns or the then owner of Landlord's fee title to the Property after foreclosure or other

sale pursuant to the Security Instrument (hereinafter collectively referred to in this paragraph as "Successor Landlord") and Tenant hereby agree to recognize one another as landlord and tenant, respectively, under the Lease and to be bound to one another under all of the terms, covenants and conditions of the Lease, and Successor Landlord shall assume all of the obligations of the Landlord under the Lease. Accordingly, from and after such event, Successor Landlord and Tenant shall have the same remedies against each other for the breach of an agreement contained in the Lease as Tenant and Landlord had before Successor Landlord succeeded to the interest of the Landlord; provided, however, that Successor Landlord shall not be:

(a) Liable for any act or omission of any prior landlord (including Landlord); or

~~(b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord); or~~

(c) bound by any rent or additional rent that Tenant might have paid for more than one month in advance to any prior landlord (including Landlord); or

~~(d) bound by any amendment or modification of the Lease made after the date of this Agreement without Lender's prior written consent; or~~

(e) liable for return of any security deposit.

4. Although the foregoing provisions of this Agreement shall be self-operative, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn, such other instrument or instruments as Lender or such other person shall from time to time request in order to confirm such provision.

5. Tenant hereby warrants and represents, covenants and agrees to and with Lender:

~~(a) not to alter or modify the Lease in any respect without prior written consent of Lender;~~

(b) to deliver to Lender at the address indicated above a duplicate of each notice of default delivered to Landlord at the same time as such notice is given to Landlord;

(c) that Tenant is now the sole owner of the leasehold estate created by the Lease and shall not hereafter transfer the Lease except as permitted by the terms thereof;

Landlord

(d) not to seek to terminate the Lease by reason of any default of Landlord without prior written notice thereof to Lender and the lapse thereafter of such time as under the Lease was offered to Landlord in which to remedy the default, and the lapse of 30 days after the expiration of such time as Landlord was permitted to cure such default; provided, however, that with respect to any default of Landlord under the Lease which cannot be remedied within such time, if Lender commences to cure such default within such time and thereafter commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, in the event either Lender or Landlord do not cure or commence during such default within the time provided to Landlord under the Lease and the nature of the default threatens Tenant's ability to conduct its daily business or threatens to materially or adversely damage tenant's property located on the Leased Premises. Tenant shall be permitted to exercise its rights under the Lease;

(e) not to pay any rent or other sums due or to become due under the Lease more than 30 days in advance of the date on which the same are due or to become due under the Lease;

(f) to certify promptly in writing to Lender in connection with any proposed assignment of the Security Instrument, whether or not any default on the part of Landlord then exists under the Lease; and

(g) upon receipt from Lender of notice of any default by Landlord under the Security Instrument, confirmed in writing by Landlord that Landlord is in default, to pay to Lender directly all rent and other sums due under the Lease.

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

7. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.

8. If the Security Instrument is a deed of trust, then, this Agreement is entered into by one or more trustees of Lender in his or her capacity as Trustee and not individually. Tenant agrees that:

(a) neither the trustees, nor the officers, employees, agents or shareholders of the Lender shall be personally liable hereunder; and

(b) Tenant and all others shall look solely to the interest of the Lender in the Property for the payment of any claim hereunder or for the performance of any obligation, agreement, contribution or term to be performed or observed by it hereunder or under the Security Instrument of any other agreement or document securing or collateral to the Security Instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

TENANT:

.....

By: .....(SEAL)

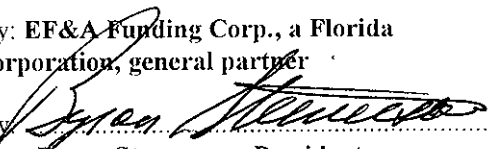
Name: .....

Title: .....

LENDER:

**EICHLER, FAYNE & ASSOCIATES, a  
Michigan general partnership**

By: **EF&A Funding Corp., a Florida  
corporation, general partner**

By:  .....  
**Byron Steenerson, President**

(f) to certify promptly in writing to Lender in connection with any proposed assignment of the Security Instrument, whether or not any default on the part of Landlord then exists under the Lease; and

(g) upon receipt from Lender of notice of any default by Landlord under the Security Instrument, confirmed in writing by Landlord that Landlord is in default, to pay to Lender directly all rent and other sums due under the Lease.

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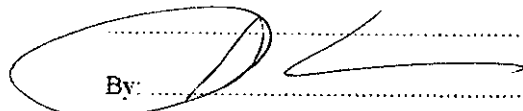
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(a) neither the trustees, nor the officers, employees, agents or shareholders of the Lender shall be personally liable hereunder; and

(b) Tenant and all others shall look solely to the interest of the Lender in the Property for the payment of any claim hereunder or for the performance of any obligation, agreement, contribution or term to be performed or observed by it hereunder or under the Security Instrument of any other agreement or document securing or collateral to the Security Instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

TENANT:

By:  (SEAL)  
Name: ..... Shanna Kimmis .....  
Title: ..... Uplcm .....

LENDER:

By: ..... (SEAL)  
Name: .....  
Title: .....

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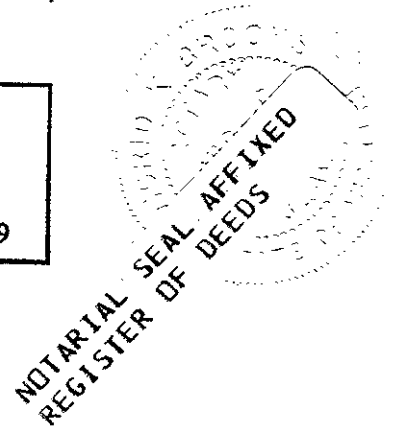
STATE OF }  
Missouri } SS.  
County of }  
Clay }

I certify that I know or have satisfactory evidence that Shanna Kimmis  
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that  
(he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized  
to execute the instrument and acknowledged it as the Vice President - General Manager  
of Macke Laundry Service to be the free and  
voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 9/29/97

Ingrid K. Brooks  
Name (typed or printed): Ingrid K. Brooks  
NOTARY PUBLIC in and for the State of mo  
Residing at \_\_\_\_\_  
My appointment expires: May 21, 1999

INGRID K. BROOKS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: May 21, 1999



State of Washington )  
 )ss:  
County of King )

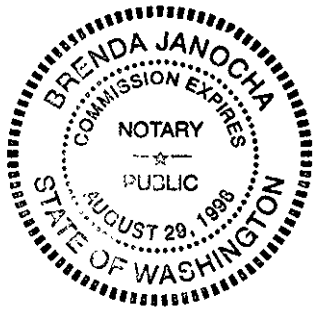
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Byron Steenerson**, known to me to be the **President** of **EF&A Funding Corp., a Florida corporation**, the corporation that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said corporation, said corporation being known to me to be general partner of **Eichler, Fayne & Associates, a Michigan general partnership** the general partnership that executed the foregoing instrument, and acknowledged to me that such corporation executed the same as such general partner and that such general partnership executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of Sept., 1997.

*Brenda Janocha*

**Brenda Janocha**

Notary Public in and for the State of Washington  
Residing at : Renton, Washington  
my commission expires: 8/29/98



## EXHIBIT A

Lot 1, Tschannen, an Administrative Subdivision in Douglas County, Nebraska; together with a vehicular and pedestrian easement and right of way as disclosed by Easement recorded in Miscellaneous Book 526, Page 683, over the following described property:

A tract of land located in the West 1/2 of the East 1/2 of the NE 1/4 of Section 10, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 10; thence S 00°09'25" W (assumed bearing), along the West line of said NE 1/4 of the NE 1/4 of Section 10, a distance of 1342.60 feet to a point on the North right-of-way line of Park Drive; thence S 89°43'00" E along the North right-of-way line of Park Drive a distance of 300.00 feet to the point of beginning; thence N 00°09'25" E, a distance of 60.00 feet; thence S 89°43'00" E, a distance of 160.00 feet; thence S 62°25'50" E, a distance of 43.62 feet; thence S 89°43'00" E, a distance of 150.00 feet to a point on the East line of the West 1/2 of the E 1/2 of said NE 1/4 of Section 10; thence S 00°05'00" W, along said East line of the West 1/2 of the East 1/2 of the NE 1/4 of Section 10, a distance of 40.00 feet to a point on said North right-of-way line of Park Drive; thence N 89°43'00" W, along said Northerly right-of-way line of Park Drive, a distance of 348.77 feet to the point of beginning.

For Informational Purposes Only:

The key No. for the above referenced property is 2899-0050-23.