

Entered As Instrument No.

0200102663

STATE OF NEBRASKA)
COUNTY OF HALL) SS

'01 MAR 30 PM 3 42

Kathy Braxton
REG OF DEEDS

CASH 50.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:

Albertson's, Inc.
250 Parkcenter Blvd.
P. O. Box 20
Boise, ID 83726
Attention: Legal Department Real Estate

G.I. ABSTRACT

(Space above this line for Recorder's Use)

#2265 - Grand Island
Grand Island, NE

SP

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT ("Agreement") is made as of the 15th day of March, 2001, between ROBERT M. ALLEN FAMILY LIMITED PARTNERSHIP ("Landlord"), ALBERTSON'S, INC., a Delaware corporation ("Tenant"), and GREAT SOUTHERN LIFE INSURANCE COMPANY ("Lender").

RECITALS:

A. Tenant is the holder of a leasehold interest in that certain real property together with all easements, rights and appurtenances thereto located in the City of Grand Island, County of Hall, State of Nebraska ("Leased Premises") pursuant to that certain Shopping Center Ground Lease dated March 11, 1999, between Landlord and Tenant, and a Memorandum of Shopping Center Ground Lease dated March 11, 1999, and recorded June 24, 1999 as Instrument No. 99-106375, official records of Hall County, Nebraska. The Shopping Center Ground Lease and Memorandum of Shopping Center Ground Lease as they may have been amended from time to time shall hereafter be referred to as the "Lease;" and

B. The Leased Premises are part of a larger tract of land located in the City of Grand Island, County of Hall, State of Nebraska, legally described in Schedule I attached hereto and incorporated herein by this reference ("Shopping Center"); and

C. Lender has made or has agreed to make a loan to Landlord in the maximum aggregate principal amount of \$ 900,000.00, which loan shall be secured by that certain Deed of Trust encumbering all or a part of the Shopping Center, dated as of March 23, 2001, and recorded on March 30, 2001 as Instrument No. 2001-02661, Official Records of Hall County, Nebraska ("Mortgage"); and

D. The parties desire to subordinate the Lease to the Mortgage and to establish certain rights of quiet and peaceful possession to the Leased Premises for Tenant's benefit together with certain obligations of attornment, all in the manner hereafter provided.

The foregoing recitals are incorporated into and made an integral part of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the Tenant agrees that the Lease is and shall at all times be subordinate to the Mortgage.

2. Lender agrees that, if no default exists under the Lease which at such time would then permit Landlord to terminate the Lease or to exercise any dispossessory remedy provided for therein, (a) Tenant will not be made a party in any action or proceeding to foreclose the Mortgage or to remove or evict Landlord from the Leased Premises or from any part of the Shopping Center; (b) Tenant will not be evicted or removed from the Leased Premises or from any part of the Shopping Center nor will its possession or right to possession of the Leased Premises or of any part of the Shopping Center under the Lease for the term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) be terminated or disturbed or in any way interfered with by any action taken by Lender to enforce any rights or remedies under the Mortgage; and (c) Lender, upon succeeding to Landlord's interest in the Leased Premises, will recognize the Lease and Tenant as its direct tenant under the Lease for the full term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease), and will be bound by and perform all of the obligations of Landlord set forth in the Lease as if said person were originally named therein as the landlord thereunder.

3. In the event that the Lender or any other person acquires title to the Leased Premises pursuant to the exercise of any remedy provided for in the Mortgage or under the law of the state where the Leased Premises is located, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding and the Lender hereby covenants that any sale by it of the Leased Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of the tenant thereunder.

4. Tenant agrees that, if the interest of Landlord in the Leased Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceeding brought by it under any present or future lien against Landlord's interest in the Leased Premises, or by any other manner, Tenant shall be bound to the Lender under all of the terms, covenants, conditions and agreements set forth in the Lease for the balance of the term thereof remaining (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) with the same force and effect as if Lender were originally named therein as the landlord thereunder, and Tenant does hereby agree to attorn to Lender as its landlord thereunder so as to establish direct privity of estate and contract between Lender and Tenant, said attornment to be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Leased Premises. The parties acknowledge and agree that the Mortgage provides that, under certain circumstances, Lender shall be entitled to collect, receive and demand payment of all or any part of the rent and other sums due and payable to Landlord under the Lease to Lender. The parties agree that: (a) Tenant shall be under no obligation to pay rent or any other

sums due and payable to Landlord under the Lease to Lender until such time as Tenant receives written notice from Lender demanding payment of said amounts to Lender; (b) Tenant shall be entitled to rely on any such written notice from Lender and shall not incur any liability to Landlord as a result of such reliance notwithstanding the existence of any dispute between Landlord and Lender with respect to the existence of any default or the satisfaction of any condition under the Mortgage or any other document executed in connection with the transaction which is the subject of the Mortgage which would entitle Lender to collect, receive or demand payment of said amounts from Tenant; and (c) all of Lender's rights described in this sentence shall be subject to all of Tenant's rights and remedies set forth in the Lease including, without limitation, the right of offset against rent.

5. Lender hereby ratifies, confirms, approves, assumes and agrees to be bound by each and every term, covenant, condition and agreement contained in the Lease as if each thereof were set forth herein at length, and each of said terms, covenants, conditions and agreements shall inure to the benefit of and be enforceable by Tenant, its successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns. Lender covenants and agrees that in the event of a conflict, whether in the express provisions or by reason of variation in inclusion of provisions, between the Mortgage and the Lease, the provisions of the Lease shall govern for all purposes. Lender hereby acknowledges and agrees that, with respect to any assignment of rents contained in the Mortgage as it applies to the Lease between Landlord and Tenant, said assignment shall apply only to the rent which Landlord is entitled to receive pursuant to the Lease.

6. Lender agrees that fee title to Tenant's Building constructed on the Leased Premises, together with all additions, alterations and improvements thereto, even though a part of the realty, shall be and remain in Tenant (during the term of the Lease) and that all condemnation awards and insurance proceeds payable with respect to Tenant's Building shall be paid to Tenant. Lender further agrees that all condemnation awards and insurance proceeds payable to Landlord or Lender with respect to the Leased Premises or the Shopping Center shall be paid and applied to restoration of the Leased Premises and the Shopping Center in accordance with the provisions for condemnation and casualty under the Lease. In no event shall the lien of the Mortgage affect or constitute a lien or charge on any fixtures, equipment or personal property owned by Tenant.

7. For the purpose of this Agreement: (a) the term "Lease" shall be deemed to include the Lease as described above in Recital A along with all amendments, modifications and supplements thereto; provided, however, that no such amendment, modification or supplement shall be binding on Lender without Lender's written consent, which consent shall not be unreasonably withheld or delayed; (b) the term "foreclosure" shall be deemed to include the acquisition of Landlord's interest in the Leased Premises by foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or by deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale, or by any other means whatsoever; and (c) the term "Lender" shall be deemed to include anyone who succeeds to Landlord's interest in the Leased Premises pursuant to the Mortgage including, without limitation, any purchaser at foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or any grantee of a deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale.

8. If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or

found to be invalid or unenforceable by operation of law, judicial proceedings or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or provision of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law.

9. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below:

Landlord: Robert M. Allen Family Limited Partnership
c/o Robert M. Allen
1115 West Second Street
P. O. Box 987
Hastings, NE 68902-0987

Tenant: Albertson's, Inc.
250 Parkcenter Blvd.
P.O. Box 20
Boise, ID 83726
Attention: Legal Department Real Estate

Lender: Great Southern Life Insurance Company
300 West 11th Street
Kansas City, MO 64105
Attention: Commercial Loan Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "**receipt**" shall mean any of the following: (a) the date of delivery of the notice or other document to the address specified above as shown on the return receipt; (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party. The parties agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord, Lender or Tenant may designate in writing to the other parties.

10. Tenant agrees to provide Lender with a copy of any written notice of default given to Landlord pursuant to the Lease. Tenant shall not terminate the Lease unless Tenant has sent a copy of the notice of default to Lender and Lender has not rectified the particulars specified in such notice of default within the time period allowed Landlord in the Lease.

11. If any litigation is commenced between the parties hereto concerning this Agreement or the rights or obligations of any party in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation (including any appeal thereof), which sum shall be determined by the court in such litigation or in a separate action brought for that purpose.

12. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns.

13. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

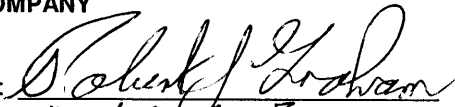
14. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto.

15. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.


16. This Agreement shall be recorded in the Official Records of Hall County, Nebraska.

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

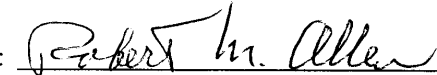
LENDER:
GREAT SOUTHERN LIFE INSURANCE COMPANY

By: 
Its Vice President

TENANT:
ALBERTSON'S, INC.,
a Delaware corporation

By: 
Lincoln V. Sharp, Jr. *cm*
Vice President, Real Estate Law

LANDLORD:
ROBERT M. ALLEN FAMILY LIMITED PARTNERSHIP

By: 
Its _____

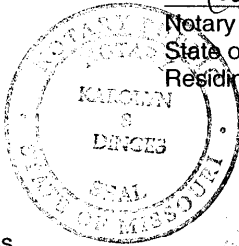
STATE OF Missouri)
County of Jackson) ss.

On this 26 day of March, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Graham, to me known to be the Vice President of **Great Southern Life Insurance Company**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

KAROLYN S DINGES
NOTARY PUBLIC STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXP. JUNE 10, 2003



Karolyn S. Dinges
Notary Public in and for the
State of Missouri
Residing at _____

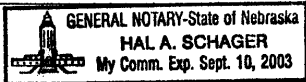
KAROLYN S DINGES
17617 SLOAN CEMETERY ROAD
PLEASANT HILL, MO 64080

STATE OF Nebraska)
County of Hall) ss.

On this 23rd day of March, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Allen, to me known to be the General Partner of **Robert M. Allen Family Limited Partnership**, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:



Hal A. Schager
Notary Public in and for the
State of Nebraska
Residing at Grand Island

200102663

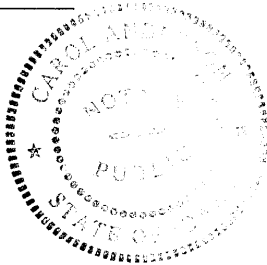
STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of March, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Lincoln V. Sharp, Jr., to me known to be the Vice President, Real Estate Law, of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

10/8/2003



Carol Anderson

Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

Legal Description of Shopping Center

Legal descriptions of Parcels 1 through 5 and 14 through 29:

As used herein, the word "Plat" shall refer to that certain Plat known as Meadowlark West Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

Parcel 1: Lot 1 of the Plat

Parcel 2: Lot 2 of the Plat

Parcel 3: Lot 3 of the Plat

Parcel 4: Lot 4 of the Plat

Parcel 5: Lot 5 of the Plat

Parcel 14: Lot 14 of the Plat

Parcel 15: Lot 15 of the Plat

Parcel 16: Lot 16 of the Plat

Parcel 17: Lot 17 of the Plat

Parcel 18: Lot 18 of the Plat

Parcel 19: Lot 19 of the Plat

Parcel 20: Lot 20 of the Plat

Parcel 21: Lot 21 of the Plat

Parcel 22: Lot 22 of the Plat

Parcel 23: Lot 23 of the Plat

Parcel 24: Lot 24 of the Plat

Parcel 25: Lot 25 of the Plat

Parcel 26: Lot 26 of the Plat

Parcel 27: Lot 27 of the Plat

Parcel 28: Lot 28 of the Plat

Parcel 29: Lot 29 of the Plat