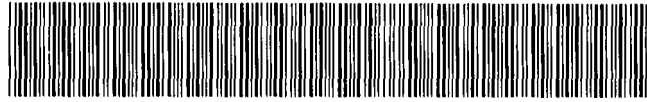


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Subordination, Non-Disturbance & Attornment Agreement

Return To
First Nebraska Title
2425 South 120th Street
Omaha, NE 68144

File #: 11-112713

Box #: 41

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is dated as of the 4th day of March, 2011, between The State Life Insurance Company, an Indiana corporation with a principal address of One American Square, P.O. Box 368, Indianapolis, Indiana 46206-0368 (hereinafter called the "Lender"), Fifty Joint Venture LLC, a Nebraska limited liability company, successor in interest to Fifty Joint Venture, a Nebraska general partnership, with an address at c/o PDM, 1111 No. 102nd Court, Suite 325, Omaha, Nebraska 68114 (the "Landlord"), and NF Foods, LLC, a Nebraska limited liability company, assignee and successor in interest to No Frills Plattsmouth, Inc, a Nebraska corporation, as the subtenant by Sublease dated April 25, 2005 (the "Sublease"), of Dillon Companies, Inc., which is the successor in interest to Baker's Food Group which is the successor in interest to Baker's Supermarkets, Inc. ("Tenant") under a Lease Agreement dated June 20, 1988 (as amended, the "Lease"), with an address of 11163 Mill Valley Road, Omaha, Nebraska 68154 (the "Subtenant"). The premises demised under the Sublease will hereinafter sometimes be referred to as the "Demised Premises."

W I T N E S S E T H:

WHEREAS, Tenant is the tenant under a certain lease dated as of June 20, 1988 and recorded at n/a, as the same may have been or may be amended (the "Lease"), with Landlord or its predecessor in interest, covering all or a portion of Conveyed Property known as 4240 South 50th Street, Omaha, Nebraska 68117, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

together with all improvements of any type now or hereafter located thereon (hereinafter collectively called the "Conveyed Property"); and

WHEREAS, pursuant to Lender's certain loan commitment letter numbered 3206701, Lender has agreed to make a loan to Landlord in the original principal amount of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00) which will be secured by, among other things, a Deed of Trust on the Conveyed Property from Landlord to Lender (the "Deed of Trust") and an Absolute Assignment of Rents and Leases (the "Assignment") from Landlord to Lender, provided that Subtenant shall subordinate the Subtenant's interest in the Sublease and in the Conveyed Property as hereinafter provided.

NOW, THEREFORE, in consideration of the Conveyed Property and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Sublease, and all rights, options, liens or charges created thereby, is hereby made and shall be subject and subordinate to the lien of the Deed of Trust and the security interest created thereby insofar as it affects the Conveyed Property and to all renewals, modifications, consolidations, replacements and extension thereof. Notwithstanding the foregoing, Subtenant agrees that Lender may at any time, at its election, execute and record in the Office of the Register of Deeds of Douglas County, Nebraska a notice of subordination reciting that the Sublease shall be superior to the Deed of Trust. From and after the recordation of such notice of subordination, the Deed of Trust shall be subordinate to the Sublease and the Sublease shall not be extinguished by any foreclosure of the Deed of Trust or sale thereunder.

2. Lender, Landlord and Tenant hereby advise Subtenant that Tenant has subordinated Tenant's interest in the Lease, Sublease and in the Conveyed Property to the lien of the Deed of Trust and the security interest created thereby insofar as it affects the Conveyed Property and to all renewals, modifications, consolidations, replacements and extension thereof. If Lender shall succeed to the interest of Tenant under the Sublease in any manner, including but not limited to foreclosure, conveyance in lieu of foreclosure, sale by any entity under the provisions set out in 11 United States Code ("U.S.C.") section 363 or a confirmed plan of reorganization or abandonment by any entity under the relevant provisions of Title 11 of the U.S.C., or if any purchaser acquires the Demised Premises upon any foreclosure of the Deed of Trust or any trustee's sale under the Deed of Trust, Subtenant shall attorn to Lender or such purchaser, as the case may be, upon any such occurrence and shall recognize Lender or such purchaser, as the case may be, as the Tenant (sublessor) under the Sublease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Subtenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser, any instrument or certificate which, in the sole judgment of Lender or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

3. If Lender shall succeed to the interest of Tenant under the Sublease in any manner, including but not limited to foreclosure, conveyance in lieu of foreclosure, sale by any entity under the provisions set out in 11 U.S.C. section 363 or a confirmed plan of reorganization or abandonment by any entity under the relevant provisions of Title 11 of the U.S.C., or if any purchaser acquires the Demised Premises upon any foreclosure of the Deed of Trust or any trustee's sale under the Deed of Trust, Lender or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Subtenant (beyond any period given Subtenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Sublease on Subtenant's part to be performed that Tenant had or would have had if Lender or such purchaser had not succeeded to the interest of Tenant. From and after any such attornment, Lender or such purchaser shall be bound to Lessee under all the terms, covenants, and conditions of the Sublease, and Subtenant shall, from and after the succession to the interest of Tenant under the Lease by Lender or such purchaser, have the same remedies against Lender or such purchaser for the breach of an agreement contained in the Sublease that Subtenant might have had under the Sublease against Tenant if Lender or such purchaser had not succeeded to the interest of Tenant; provided further, however, that Lender or such purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) or any act or omission of the Tenant;
- (b) liable for the return of any security deposits (except such as have been delivered to it);
- (c) subject to any offsets or defenses which Subtenant might have against the Tenant or any prior landlord (including Landlord);
- (d) bound by any rent or additional rent which Subtenant might have paid for more than the current month to the Tenant or any prior landlord (including Landlord);
- (e) bound by any amendment, termination or modification of the Lease or Sublease made without its consent;
- (f) bound by the consent of any prior landlord (including Landlord) to any assignment or sublease of Tenant's interest in the Lease or bound by the consent of Tenant to any assignment or sublease of Subtenant's interest in the Sublease made without also obtaining Lender's prior written consent; or
- (g) personally liable for any default under the Sublease or any covenant on its part to be performed thereunder as landlord, it being acknowledged that Subtenant's sole remedy in the event of such default shall be to proceed against Lender's or such purchaser's interest in the Conveyed Property and the rents, income and proceeds of sale derived therefrom.

4. So long as Tenant is not in default beyond any cure period provided for in the Lease, in the payment of rent or in the performance of any of the terms, conditions, covenants or conditions of the Lease on Tenant's part to be performed, Subtenant's possession of the Demised Premises and Subtenant's rights and privileges under the Sublease, or any renewals, modifications or extensions thereof which may be effected in accordance with any option granted in the Sublease, shall not be diminished or interfered with by Lender, and Subtenant's occupancy of the Demised Premises shall remain in place and not be disturbed by Lender during the term of the Sublease or any such renewals, modifications, or extensions thereof.

5. Notwithstanding anything in the Sublease to the contrary, Subtenant agrees that it shall notify Lender in writing of the occurrence of any default by Tenant under the Sublease of which it has knowledge. Subtenant further agrees that if Tenant shall have failed to cure any such default within the time provided for in the Sublease, (including applicable grace periods), Subtenant shall permit Lender an additional reasonable period of time in which to cure such default prior to Subtenant exercising any of its rights or remedies for such default.

6. Subtenant further acknowledges and agrees that any notices to be sent by Subtenant to Lender shall be delivered in hand by recognized national overnight express courier service, or by registered or certified U.S. mail, postage prepaid, addressed to Lender at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368, Attention Loan #3206701. Any notices to be sent by Lender to Tenant shall be delivered in hand by recognized national overnight express courier

service, or by registered or certified mail at the following address:

NF Foods, LLC
Attention: Steve Moskovits
11163 Mill Valley Road
Omaha, Nebraska 68154

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

8. By execution hereof, Landlord consents to the execution hereby by Subtenant and agrees that such execution is not and shall not be or cause a default under the Sublease.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date and year first above written.

"LENDER"

The State Life Insurance Company
by its agent American United Life Insurance Company

By: *Steven T. Holland*
Steven T. Holland, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

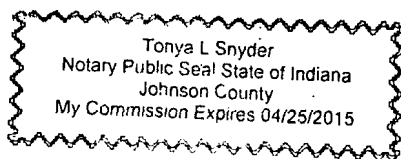
On this 31 day of March in the year of 2011, before me, Tonya L. Snyder, a Notary Public of said State, duly commissioned and sworn, personally appeared Steven T. Holland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of American United Life Insurance Company by its agent The State Life Insurance Company, an Indiana corporation, the corporation therein, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Tonya L. Snyder
Notary Public (signature)

Tonya L. Snyder
printed name

My Commission Expires: 04/25/2015
My County of Residence: Johnson



"SUBTENANT"

NF Foods, LLC

By:

[Signature]
(signature)
Steven J. Moskowitz
(printed name)

Its:

CEO
(title)

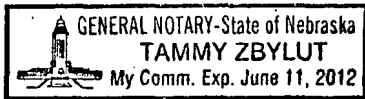
STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 4th day of March in the year of 2011, before me, Tammy Zbylut, a Notary Public of said State, duly commissioned and sworn, personally appeared Steven J. Moskowitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the CEO of NF Foods, LLC and acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the say and year in this certificate first above written.



[Signature]
Notary Public (signature)
Tammy Zbylut
Printed name

My Commission Expires: 06/11/12

My County of Residence: Douglas

"LANDLORD"

Fifty Joint Venture LLC

By: _____
(signature)

(printed name)

Its: _____
(title)

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year of 2011, before me, _____, a Notary Public of said State, duly commissioned and sworn, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the _____ of Fifty Joint Venture LLC, a Nebraska limited liability company and acknowledged to me that limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the say and year in this certificate first above written.

Notary Public (signature)

Printed name

My Commission Expires: _____

My County of Residence: _____

This Document Prepared By:

Tonya L. Lengar
Attorney at Law
American United Life Insurance Company
Post Office Box 368
Indianapolis, Indiana 46206-0368
(317) 285-1877

“LANDLORD”

Fifty Joint Venture LLC, a Nebraska limited liability company

By:- Venture-50, Inc., a Nebraska corporation, Member

By:

[Signature]

Jeffrey M. Keating, Vice President

By: Lerner Fifty, a Nebraska general partnership, Member

By:

[Signature]

Salvadore Carta, Partner

By:

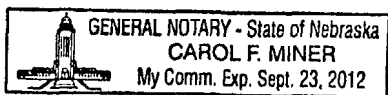
[Signature]

Jay R. Lerner, Partner

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 21st day of March, 2011, before me, CAROL F. MINER, a Notary Public of said State duly commissioned and sworn, personally appeared Jeffrey M. Keating, personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice President of Venture-50, Inc., a Nebraska corporation, Member of Fifty Joint Venture LLC, a Nebraska limited liability company, and acknowledged to me that he executed the same on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]

Notary Public (signature)

CAROL F. MINER

Printed Name

My Commission Expires: 09-23-2012

My County of Residence: DOUGLAS

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17 day of March, 2011, before me, Dee L. Muesse, a Notary Public of said State duly commissioned and sworn, personally appeared Salvadore Carta, personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as a Partner of Lerner Fifty, a Nebraska general partnership, Member of Fifty Joint Venture LLC, a Nebraska limited liability company, and acknowledged to me that he executed the same on behalf of such limited liability company.

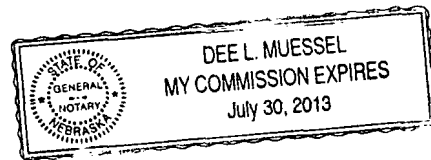
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dee L Muesse
Notary Public (signature)

Dee L Muesse
Printed Name

My Commission Expires: 7-30-2013

My County of Residence: Douglas



STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17 day of March, 2011, before me, Dee L Muesse, a Notary Public of said State duly commissioned and sworn, personally appeared Jay R. Lerner, personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as a Partner of Lerner Fifty, a Nebraska general partnership, Member of Fifty Joint Venture LLC, a Nebraska limited liability company, and acknowledged to me that he executed the same on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dee L Muesse
Notary Public (signature)

Dee L Muesse
Printed Name

My Commission Expires: 7-30-2013

My County of Residence: Douglas

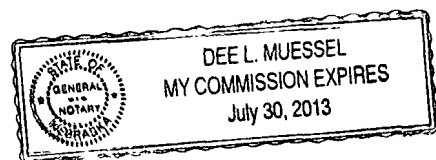


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 4, Spring Valley Plaza, an addition to the City of Omaha, Douglas County, Nebraska, together with rights of ingress and egress, as contained in the declaration recorded June 14, 1991 in Book 967 at Page 23 of the miscellaneous records of Douglas County, Nebraska.