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Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX

ANNO

SCAN

CHEK

TYPE OF DOCUMENT:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREPARER INFORMATION:

Kum & Go, L.C.
Joel D. Huston
6400 Westown Parkway
West Des Moines, Iowa 50266
515-457-6222

RETURN DOCUMENT TO:

Kum & Go, L.C.
Joel D. Huston
6400 Westown Parkway
West Des Moines, Iowa 50266
515-457-6222

GRANTOR: Kum & Go, L.C., KGWINT LLC

GRANTEE: BankIowa

LEGAL DESCRIPTION: See attached Exhibit A

BOOK AND PAGE REFERENCE:

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 27 day of December, 2012, by and between Banklowa, whose address is 2701 Edgewood Parkway SW, Cedar Rapids, IA 52402 (hereinafter referred to as the "Lender"), KUM & GO, L.C., an Iowa limited liability company, whose address is 6400 Westown Parkway, West Des Moines, Iowa 50266 (hereinafter referred to as the "Tenant"), and KGWINT LLC, an Iowa limited liability company, whose address is 401 2nd St., Coralville, IA 52241 (hereinafter referred to as the "Landlord");

W I T N E S S E T H:

WHEREAS, Lender is the holder of a mortgage loan (hereinafter referred to as the "Loan") to Landlord, which Loan is secured by, inter alia, a Commercial Mortgage/Deed of Trust and Security Agreement executed by Landlord to and in favor of Lender (hereinafter referred to as the "Mortgage"), encumbering Landlord's property located at 111 E. Jefferson St., Winterset, in Madison County, Iowa, and legally described in Exhibit "A" attached hereto (hereinafter referred to as the "Mortgaged Premises"); and

WHEREAS, Landlord has leased all or some portion of the Mortgaged Premises (hereinafter referred to as the "Premises") to Tenant by Lease dated December 27, 2012, (hereinafter collectively referred to as the "Lease"); and

WHEREAS, Lender, in connection with the Loan, requires that the Lease and all of the rights of Tenant thereunder be subordinated to the Mortgage and all of the rights of Lender thereunder; and

WHEREAS, Tenant desires to receive certain assurances that its possession of the Premises will not be disturbed in such event, and Lender is willing to grant certain assurances upon the terms and conditions hereinafter set forth;

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

1. The Lease and all of the rights of Tenant thereunder shall be and are hereby declared to be and at all times hereafter shall be and remain subject and subordinate in all respects to the Mortgage and all of the rights of Lender thereunder. Notwithstanding such subordination, Lender hereby agrees that the Lease shall not terminate in the event of a foreclosure of the Mortgage. Tenant agrees to attorn to and to recognize Lender (as mortgagee in possession or otherwise), or the purchaser at such foreclosure sale, as Tenant's landlord for the balance of the term of the Lease, in accordance with the terms and provisions thereof, but subject, nevertheless, to the provisions of this Agreement, which Agreement shall be controlling in the event of any conflict.

2. Lender hereby agrees with Tenant that, so long as Tenant and/or its permitted successors and assigns comply with all of the terms, provisions, agreements, covenants and

obligations set forth in the Lease, Tenant's possession of the Premises under the Lease shall not be disturbed or interfered with by Lender.

3. Tenant hereby agrees that Lender shall not be (a) liable for any act or omission of Landlord under the Lease occurring prior to the date of said foreclosure sale, or (b) bound by any rent which Tenant may have paid to Landlord for more than the current month.

4. Tenant hereby agrees that any entity or person which at any time hereafter becomes the landlord under the Lease, including, without limitation, Lender or the purchaser at a foreclosure sale, shall be liable only for the performance of the obligations of the Landlord under the Lease which arise and accrue during the period of such entity's or person's ownership of the Premises.

5. Tenant hereby agrees that, thirty (30) days before exercising any of its rights and remedies under the Lease in the event of any default by Landlord thereunder, it shall send written notice to Lender at the address set forth above, by certified mail, return receipt requested, of the occurrence of any default by Landlord in the terms and provisions of the Lease and describe with reasonable specificity the events constituting such default. Tenant further agrees that with respect to any default of Landlord which would entitle Tenant to cancel the Lease or offset or abate the rent payable thereunder, any provision of the Lease to the contrary notwithstanding, no such cancellation or offset or abatement of rent shall be effective unless Lender shall have received notice in the form and manner required by the provisions of this paragraph, and shall have failed within thirty (30) days of the date of receipt of such notice to cure or cause to be cured, or if such default cannot be cured within such thirty (30) day period, shall have failed to commence and diligently prosecute the cure of, such default.

6. This Agreement shall supersede, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto, or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

8. This Agreement shall be construed in accordance with the laws of the State of IOWA.

9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one Agreement.

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LENDER: BankIowa

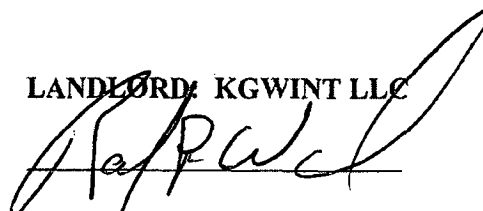

By: Russell W. Breazeale, Vice-President

TENANT:

KUM & GO, L.C., an Iowa limited liability company

By: 
Name: Charles W. Campbell
Title: General Counsel & Secretary

LANDLORD: KGWINT LLC



By: Randy P. Ward
Title: Member and Manager

ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE

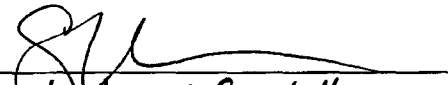
The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LENDER: BankIowa

By: Russell W. Breazeale, Vice-President

TENANT:

KUM & GO, L.C., an Iowa limited liability company

By: 
Name: Charles W. Campbell
Title: General Counsel & Secretary

LANDLORD: KGWINT LLC

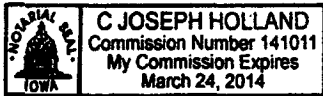
By: Randy P. Ward
Title: Member and Manager

ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE

**ACKNOWLEDGMENTS FOR SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

STATE OF IOWA, COUNTY OF JOHNSON

This instrument was acknowledged before me on December 24, 2012, by Russell W. Breazeale, Vice-President of BankIowa.

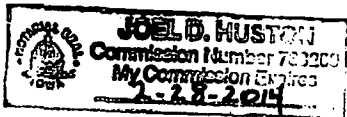


By: _____
Notary Public

A handwritten signature in dark ink, appearing to be "C. Holland", written over a horizontal line.

STATE OF IOWA, COUNTY OF DALLAS:

This instrument was acknowledged before me on December 21, 2012, by Charles W. Campbell, General Counsel + Secretary of Kum & Go, L.C., an Iowa liability company.

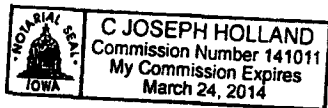


By: _____
Notary Public

A handwritten signature in dark ink, appearing to be "Joeld D. Huston", written over a horizontal line.

STATE OF IOWA, COUNTY OF Johnson

This instrument was acknowledged before me on December 24, 2012, by Randy P. Ward as Member and Manager of KG WINT LLC, an Iowa limited liability company.



By: _____
Notary Public

A handwritten signature in dark ink, appearing to be "C. Holland", written over a horizontal line.

**ACKNOWLEDGMENTS FOR SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

STATE OF IOWA, COUNTY OF _____:

This instrument was acknowledged before me on December __, 2012, by Russell W. Breazeale, Vice-President of BankIowa.

By: _____
Notary Public

STATE OF IOWA, COUNTY OF DALLAS:

This instrument was acknowledged before me on December 21, 2012, by Charles W. Campbell, General Counsel + Secretary of Kum & Go, L.C., an Iowa liability company.



By: _____
Notary Public

STATE OF IOWA, COUNTY OF _____

This instrument was acknowledged before me on December __, 2012, by Randy P. Ward as Member and Manager of KG WINT LLC, an Iowa limited liability company.

By: _____
Notary Public

EXHIBIT "A"

Legal Description

Lots 1, 2, 3 and 4 and the North 50' Lot 5 and Lots 6, 7 and 8, Block 12, in the Original Town of Winterset, Madison County, Iowa, together with the East West alley located in said Block 12 abutting said Lots.