AMENDMENT NO. TWO TO
SUBORDINATION AND ESTOPPEL AGREEMENT

THIS AMENDMENT NO. TWO is made as of November 29, 1990, to the Subordination and Estoppel Agreement, dated June 26, 1987, filed on July 17, 1987, with the Delaware County, Iowa, Register of Deeds (the "Register's Office"), in Book Z, Miscellaneous, at Page 11, as amended by that certain Amendment No. One dated as of November 5, 1989, with the Delaware County, Iowa Register of Deeds in Book 1 of Miscellaneous at Page 145, (collectively referred to as the "Subordination Agreement") by UNITED SUPPLIERS, INC. ("United") and U.S. FINANCIAL SERVICES, INC. ("USFS") to NATIONAL CONSUMER COOPERATIVE BANK (the "Lender").

RECITALS

USFS, as landlord, and United, as tenant, have entered into that certain lease dated June 1, 1977, and filed with the Register's Office on June 27, 1977, in Book R, Miscellaneous, at Page 63 (the "Lease") for the real property described therein (the "Property"). USFS has executed a Mortgage to Lender on the Property dated June 26, 1987, and filed on July 17, 1987 with the Register's Office in Book 103, Land Mortgages, at Page 258 in the amount of One Million Two Hundred Thousand and no/100 Dollars ($1,200,000.00) (the "First Mortgage"), and a Mortgage dated as of November 5, 1989, to Lender on the Property in the amount of One Million Nine Hundred Thousand and no/100 Dollars ($1,900,000.00), and filed on November 8, 1989, with the Register's Office in Book 109 of Land Mortgages, at Page 135 (the "Second Mortgage"). Lender is about to lend USFS and United Two Hundred Eighty-three Thousand Dollars ($283,000) and amend the Second Mortgage to secure this additional amount (the "Second Mortgage Amendment") in reliance on the provisions of the Subordination Agreement, as amended hereby.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

FILE No. 61-1390
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 14 DAY OF December, 1990 AT 11:50 O'CLOCK A M. BOOK 2 PAGE 122

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

1. All references to Mortgage in the Subordination Agreement shall mean both the First Mortgage and the Second Mortgage, as amended by the Second Mortgage Amendment.

2. All other terms and conditions of the Subordination Agreement, as hereby modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. Two as of the date first written above.

UNITED SUPPLIERS, INC.

By: Maurice L. Hyde
Its: Vice Pres

By: R C Murphy
Its: Pres

U.S. FINANCIAL SERVICES, INC.

By: Maurice L. Hyde
Its: Vice Pres

By: R C Murphy
Its: Pres

STATE OF IOWA)
) ss
Hardin COUNTY)

On this 23rd day of November, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared Maurice L Hyde and R C Murphy, to me personally known, who, being by me duly sworn, did say that they are the Vice President and President, respectively, of U.S. Financial Services, Inc., executing the within and foregoing document; that the instrument was signed on behalf of the Corporation by authority of its Board of Directors; and that Maurice L Hyde and R C Murphy, as Vice President and President, acknowledged the execution of said document to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.

Karen Y. Miller
Notary Public in and for the State of Iowa (Karen Y. Miller)

STATE OF IOWA)
) ss
Hardin COUNTY)

On this 23rd day of November, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared Maurice L Hyde and R C Murphy, to me personally known, who, being by me duly sworn, did say that they are the Vice President and President,

respectively of United Suppliers, Inc., executing the within and foregoing document; that the instrument was signed on behalf of the Corporation by authority of its Board of Directors; and that Maurice L. Hyde and R. C. Murphy, as Vice President and President, acknowledged the execution of said document to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.

KAREN Y. MILLER
Iowa

Karen Y. Miller
Notary Public in and for the
State of Iowa
Karen Y. Miller