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LISA SMITH, COUNTY RECORDER
MADISON IOWA

**SUBORDINATION AND ATTORNEY AGREEMENT
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, Nebraska 68102
Beth M. Ascher / Ph.: (402) 346-6000

Return Document To: (name and complete address)

✓
Jessica Tapia/Jason Sarmiento
LandAmerica Commercial Services
1850 North Central Avenue, Suite 300
Phoenix, AZ 85004

Escrow No. 007-52247

Tenant: WESTFOODS, INC., a Colorado corporation

Landlord: 4G Properties, LLC, a Colorado limited liability company

Lender: GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

Legal Description: See Page Exhibit "A"

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement"), is made as of JULY 23, 2007, by and among WESTAR FOODS, INC., a Colorado corporation ("Tenant"), 4 G PROPERTIES, LLC, a Colorado limited liability company ("Landlord"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

PRELIMINARY STATEMENT

Landlord (or Landlord's predecessor-in-interest) and Tenant are parties to the master lease dated as of July 23, 2007 (the "Lease"), pursuant to which Tenant leases from Landlord certain real property legally described on the attached Exhibit A and certain improvements located thereon (the "Premises"). The Premises is or will be encumbered by that certain Mortgage, Security Agreement, Assignment of Rents and Leases, Financing Statement and Fixture Filing from Landlord in favor of Lender (the "Mortgage") securing that certain Promissory Note dated on or about the date of this Agreement payable to the order of Lender with respect to the Premises (the "Note"). Tenant has agreed to recognize the rights of Lender in accordance with the terms and provisions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary contained in the Lease, the Lease and the leasehold estate created thereby are hereby declared to be, and hereafter shall continue at all times to be, junior, subject and subordinate, in each and every respect, to the Mortgage, including, without limitation, (i) any and all increases, renewals, modifications, extensions, substitutions, replacements and or consolidations of the Note or the Mortgage and (ii) any future mortgage or encumbrance affecting the Premises held by or made for the benefit of Lender and/or its successors and assigns. The foregoing subordination is effective and self-operative without the necessity for execution of any further instruments. Tenant hereby covenants with Lender that Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender and/or its successors and assigns without prior written notice to and prior written consent of Lender. At any time at the election of Lender, Lender shall have the right to declare the Lease superior to the lien, provisions, operation and effect of the Mortgage.

2. **Attornment.** Notwithstanding the foregoing subordination, if the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings (judicial or non-judicial) for enforcement of the Mortgage or by reason of a deed in lieu of foreclosure, Tenant, at the election of the transferee and its successors and assigns (the "Purchaser") acquiring said interests, shall be bound to the Purchaser pursuant to all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease then remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original landlord under the Lease, and Tenant does hereby attorn to and agree to attorn to the Purchaser, as its landlord, said attornment to be effective and self-operative without the necessity for execution of any further instruments, upon Purchaser's election after succeeding to the interest of the Landlord under the Lease.

3. **Further Acts.** Notwithstanding any provisions contained in Sections 1 and 2 above which state that the attornment and subordination by Tenant to Purchaser are effective and self-operative without the execution of any further instrument, Tenant agrees that, upon request of Lender and/or Purchaser, it will execute such written agreement to evidence and affirm any and all of Tenant's obligations under this Agreement, and further, Tenant agrees that it will execute from time to time such further assurances and estoppel certificates as may reasonably be requested by Lender and Purchaser. Without limiting the generality of the foregoing, if and to the extent that Landlord rejects the Lease in any federal or state proceeding, Tenant will, upon the request of Lender or Purchaser, immediately enter into a new lease directly with the Purchaser on the same terms as the Lease, provided execution of such new lease does not violate any bankruptcy law or related court order.

4. **Limitation.** Neither Lender nor any Purchaser shall be (a) liable for any act or omission of Landlord or any prior landlord (including the loss or misappropriation of any rental payments or security deposits); (b) subject to any credits, claims, setoffs, offsets or defenses which Tenant may have against Landlord or any prior landlord; (c) bound by (or responsible for) any advance payment of rent or any other monetary obligations under the Lease to Landlord in excess of one month's prepayment thereof in the case of rent, or in excess of one periodic payment in advance in the case of any other monetary obligations under the Lease; (d) responsible for any security deposit not actually received by Lender or any Purchaser; (e) bound by any amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease to which Lender or Purchaser has not consented in writing, and any attempted amendment, assignment (in whole or in part), subletting, extension, renewal or modification of the Lease without said consent shall be null and void and of no force and effect; (f) liable for latent and/or patent defects in the construction of the Premises; (g) liable for any breach of any warranty in the Lease by Landlord or a prior landlord; (h) bound by any obligation to repair, replace, rebuild or restore the Premises, or any part thereof, in the event of damage by fire or other casualty, or in the event of partial condemnation, beyond such repair, replacement, rebuilding or restoration as may be required of the landlord under the Lease and as can reasonably be accomplished with the use of the net insurance proceeds or the net condemnation award actually received by or made available to Lender (as successor in interest to Landlord) or Purchaser; (i) required to remove any person occupying the Premises or any part thereof; or (j) bound by any right of first refusal or right of first offer set forth in the Lease. Neither Lender nor any Purchaser shall be liable for any reason for amounts in excess of the value of its interest in the Premises, or for consequential or punitive damages of any kind.

5. **Notice; Cure; Waivers.** Tenant agrees to give prompt written notice to Lender (and to any successor in interest to Lender of which Tenant has been notified) of (a) any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease, reduce rent or to credit or offset any amounts against future rents; and (b) any attempt by the Landlord (including any successor or assignee of the Landlord) to amend, modify, terminate, or render void the Lease. If, within thirty (30) days after receipt of written notice from Tenant, Lender, at Lender's sole option, commences to cure a default of Landlord under the Lease that is capable of being cured by Lender, or commences to pursue any other of its remedies under the Mortgage and thereafter diligently pursues such cure to completion, Tenant agrees not to terminate the Lease, reduce rent, credit or offset against future rents, consent or acquiesce in the termination of the Lease or surrender the Premises and agrees to continue to be bound by the terms of the Lease and this Agreement. As against Lender and its successors in interest, Tenant hereby waives any default by Landlord which is not capable of being cured by Lender in the exercise of reasonable diligence.

6. **Payments of Rent to Lender.** Landlord absolutely assigns to Lender all payments of rent as the same are due under the Lease (the "Rent") and Tenant agrees that, from and after an Event of Default (as defined in the Mortgage) and until such time as all of Landlord's monetary obligations to Lender pursuant to the Note and the Loan Agreement dated as of the date of this Agreement between Lender and Landlord have been fully paid, Tenant will pay the Rent directly to Lender. All such rental payments received by Lender shall be credited against Landlord's obligations to Lender. Lender agrees to notify Landlord, in writing, of any failure of Tenant to pay Rent to Lender and Landlord immediately shall cure Tenant's failure to pay by paying such Rent to Lender. Landlord, by its execution hereof, agrees that this Agreement does not constitute a waiver by Lender of any of Lender's rights under the Mortgage and any assignment of leases or rents contained therein, or in a separate instrument or in any way release the Landlord from any of the terms, conditions, obligations, covenants and agreements of the Mortgage.

7. **Certification.** Tenant hereby certifies to and agrees with Lender as follows, with the understanding that Lender is relying on such certifications and agreements in the making of the loan evidenced by the Note and secured by the Mortgage: (a) the Lease is in full force and effect; (b) all requirements for the commencement and validity of the Lease have been satisfied; (c) Tenant is not in default under the Lease; to the best of Tenant's knowledge, information and belief, the Landlord is not in default under the Lease; no act, event or condition has occurred, which with notice or the lapse of time, or both, would constitute a default by Tenant or Landlord under the Lease; no claim by Tenant of any nature exists against Landlord under the Lease; and all obligations of Landlord have been fully performed; (d) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease; (e) none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance; (f) Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Premises;

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GECC Contract No. 33242
GECC Property No. 8004-8520
Winterset, IA (#880)

(g) the Lease has not been terminated, modified or amended. The Lease shall not hereafter be terminated, modified or amended without the prior written consent of Lender in each instance; and (h) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease to any party and no other consents to the execution of this agreement by the Tenant are required from any other party.

8. **Governing Law.** Landlord and Tenant acknowledge that this Agreement was substantially negotiated in the State of Arizona, the Agreement was signed by Lender in the State of Arizona and delivered by the parties hereto in the State of Arizona, and there are substantial contacts between the parties and the transactions contemplated herein and the State of Arizona. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona and Landlord, Tenant and Lender consent that they may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, Landlord and Tenant waive and agree not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. It is the intent of the parties hereto that the subordination of the Lease and the rights and remedies set forth in this Agreement shall be governed by the laws of the State in which the Premises is located. All other provisions of this Agreement shall be governed by and construed under the laws of the State of Arizona without giving effect to its conflicts of laws principles. Nothing contained in this paragraph shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the State in which the Premises are located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement.

9. **Notices.** All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) express overnight delivery service or (iii) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) the next business day, if delivered by express overnight delivery service, or (c) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Landlord: 10703 Barkley
Overland Park, KS 66211
Attention: Frank Westermajer
Telephone: 913 648-6207
Telecopy: 913 648-6425

If to Tenant: 10703 Barkley
Overland Park, KS 66211
Attention: Frank Westermajer
Telephone: 913-648-6207
Telecopy: 913-648-6425

If to Lender: General Electric Capital Corporation
8377 East Hartford Drive, Suite 200
Scottsdale, Arizona 85255,
Attention: Collateral Management
Telephone: (480) 585-4500
Telecopy: (480) 585-2226

or to such other address or such other person as any party may from time to time hereafter specify to the other parties hereto in a notice delivered in the manner provided above.

10. **Waiver and Amendment; Captions; Severability.** No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or

amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

11. *Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.* LANDLORD, TENANT AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY HERETO OR ITS RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LANDLORD, TENANT AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHERS OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OF THE OTHERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LANDLORD, TENANT AND LENDER OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

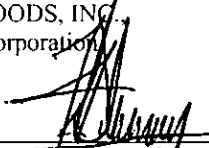
12. *Authority; Successors.* Tenant, Landlord and Lender covenant and agree that the persons signing on their behalf have full power, authority and authorization to execute this Agreement, without the necessity of any consents, authorizations or approvals, or if such consents, authorizations or approvals are required they have been obtained prior to the execution hereof. All provisions, covenants and agreements contained in this Agreement shall bind, inure to the benefit of, and equally relate to, Tenant, and its successors and assigns, jointly and severally, Landlord, and its successors and assigns, jointly and severally, and Lender, and its successors and assigns, or other holder or holders of the Note, including an endorsee, assignee or pledgee of the Note receiving title thereto by or through Lender, or its successors or assigns.

13. *No Other Agreements; Counterparts.* This Agreement represents the final agreement between the parties hereto with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

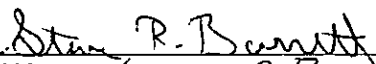
TENANT:

WESTAR FOODS, INC.,
a Colorado corporation

By: 
Printed Name: Frank A. Wastemajer
Its: President

LANDLORD:

4 G PROPERTIES, LLC,
a Colorado limited liability company

By: 
Printed Name: Steven R. Barrett
Its: Authorized member

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation

By: _____
Printed Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

TENANT:

WESTAR FOODS, INC.,
a Colorado corporation

By: _____
Printed Name: _____
Its: _____

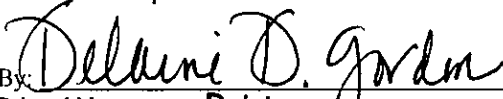
LANDLORD:

4 G PROPERTIES, LLC,
a Colorado limited liability company

By: _____
Printed Name: _____
Its: _____

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation

By: 
Printed Name: Delaine D. Gordon
Its: Authorized Signatory

STATE OF Colorado)
)SS
COUNTY OF Arapahoe

On July 19, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared Frank A. Westenberg known to me to be the President of Westar Foods, Inc., a Colorado corporation, and acknowledged to me that such individual executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.



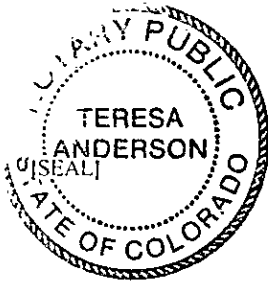
Teresa Anderson
My Commission Expires: 2/23/2010

Notary Public in and for
said County and State

STATE OF Colorado)
)SS
COUNTY OF Arapahoe

On July 19, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared Steven R. Bennett known to me to be the Authorized Representative of G Properties, LLC, a Colorado limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said company.

WITNESS my hand and official seal.



Teresa Anderson
My Commission Expires: 2/23/2010

Notary Public in and for
said County and State

STATE OF _____)
)SS
COUNTY OF _____)

On _____, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared _____ known to me to be the _____ of General Electric Capital Corporation., a Delaware corporation, and acknowledged to me that such individual executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

[SEAL]

4837-1464-5761.1

GECC Contract No. 33242
GECC Property No. 8004-8520
Winterset, IA (#880)

STATE OF _____)
)SS
COUNTY OF _____)

On _____, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared _____ known to me to be the _____ of Westar Foods, Inc., a Colorado corporation, and acknowledged to me that such individual executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

{SEAL}

STATE OF _____)
)SS
COUNTY OF _____)

On _____, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared _____ known to me to be the _____ of 4 G Properties, LLC, a Colorado limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said company.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

{SEAL}

STATE OF Arizona)
)SS
COUNTY OF Maricopa)

On 7/19, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared Delaine Gordon known to me to be the Closing Manager of General Electric Capital Corporation., a Delaware corporation, and acknowledged to me that such individual executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.



Kristy Powell

Notary Public in and for
said County and State

{SEAL}

Exhibit 'A'
Legal Description

Beginning at a point (P.O.B.) 300.64 feet S 0°00' E, and 110 feet N 90°00" E of the Northwest corner of Section 31, in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence N00°00' E (assumed for the purpose of this description only) 144.88 feet; thence N 45°48'23" E, 90.37 feet; thence N86°28'12" E, 115.39 feet; thence S 00°00'33" E, 214.89 feet; thence S89°58'15"W, 180 feet to the place of beginning.

which has the apparent address of 1007 John Wayne Drive Winterset, Iowa 50273.