

Exhibit "J"

R. 5-24-88

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of November, 19 89, by and among JOHN ALDEN LIFE INSURANCE COMPANY, A Minnesota corporation (hereinafter called the "Lender"), Neil E. Schultz dba The Appliance Exchange (hereinafter called the "Lessee") and Wing Wah Jang and Blossom Jang (hereinafter called the "Lessor").

W I T N E S S E T H:

WHEREAS, on or about the date hereof, Lessor has entered into and delivered that certain Deed to Secure Debt and Security Agreement in favor of Lender to be recorded in the Office of the County Recorder of Douglas County, Nevada, (said Deed to Secure Debt and Security Agreement is hereinafter called the "Mortgage"), conveying the property described therein, which is located in Zephyr Cove, Douglas County, Nevada, and commonly known as the Round Hill Shopping Center, to secure the payment of the indebtedness described in the Mortgage:

WHEREAS, Lessor and Lessee made and entered into that certain Lease, dated the 4th day of November, 1986 with respect to

certain premises therein described, known as Unit No. 34 (said Lease being hereinafter called the "Lease"; and said premises being hereinafter called the "Leased premises"); and

WHEREAS, the parties hereto desire to enter into this Non-Disturbance, Attornment and Subordination Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, Lender, Lessee and Lessor hereby covenant and agree as follows:

1. Non-Disturbance. So long as no default exists, nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Lessor under the Lease to terminate the Lease or would cause, without any further action on the part of Lessor, the termination of the Lease or would entitle such Lessor to dispossess the Lessee thereunder, the Lease shall not be terminated, nor shall such Lessee's use, possession or enjoyment of the Leased Premises be interfered with nor shall the leasehold estate granted by the Lease be affected in any other manner, in any exercise of the power of sale contained in the Mortgage, or by any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in a case the Lender takes possession of the property described in the Mortgage pursuant to any provisions thereof, unless the

Lessor under the Lease would have had such right if the Mortgage had not been made, except that the person or entity acquiring the interest of the Lessor under the Lease as a result of any such action or proceeding, and the successors and assigns thereof or hereinafter called the "Purchaser") shall not be (a) liable for any act or omission of any prior Lessor under the Lease, or (b) subject to any offsets or defenses which the Lessee under the Lease might have against any prior Lessor under the Lease; or (c) bound by any base rent, percentage rent or any other payments which the Lessee under the Lease might have paid for more than the current month to any prior Lessor under the Lease; or (d) bound by any amendment or modification of the Lease made without Lender's prior written consent; or (e) bound by any consent by any Lessor under the Lease to any assignment of the Lessee's interest in the Lease made without also obtaining Lender's prior written consent.

2. Attornment. If the interest of the Lessor under the Lease shall be transferred by reason of the exercise of the power of sale contained in the Mortgage, or by any foreclosure or other proceeding for enforcement of the Mortgage, the Lessee thereunder shall be bound to the Purchaser under all of the terms covenants and conditions of the Lease for the balance of the term thereof 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 Lessor under the

Lease, and Lessee, as Lessee under the Lease, does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Lessor under the Lease. Said attornment shall be effective and self operative without the execution of any further instruments upon the succession by Purchaser to the interest of the Lessor under the Lease. The respective rights and obligations of Purchaser and of the Lessee under the Lease upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease except as otherwise expressly provided herein.

3. Subordination. Lessee hereby subordinates all of its right, title and interest as Lessee under the Lease to the right, title and interest of the Lender under the Mortgage, and Lessee further agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage and to any future Mortgage or Mortgages affecting the Leased Premises and/or all or any portion of the property described in the Mortgage.

That Lessee, its successors or assigns shall agree to assign and release unto the legal holder of the first Mortgage:

(a) all of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the mortgage premises for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the First Mortgage and of the said Assignment of Leases; and

(b) all of its right, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the mortgage premises to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the First Mortgage and of the said Assignment of Leases.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other compensation, any balance remains then such excess shall be made payable to the joint order of the Lessor and Lessee or their successors or assigns.

4. Notice of Default by Lessor. Lessee, under the Lease, hereby covenants and agrees to give Lender written notice properly specifying wherein the Lessor under the Lease has failed to perform any of the covenants or obligations of the Lessor under the Lease, simultaneously with the giving of any notice of such default to the Lessor under the provisions of paragraph 16 of the Lease. Lessee

agrees that Lender shall have the right, but not the obligation, within Thirty (30) days after receipt by Lender of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before the Lessee under the Lease may take any action under the Lease by reason of such default. Such notices to Lender shall be delivered in duplicate to:

John Alden Life Insurance Company
7300 Corporate Center Drive
Investments Department - 7th Floor
Miami, FL 33126-1208

ATTN: Michael P. Andersen,
Assistant Vice President/
Senior Associate Counsel

and

John Alden Life Insurance Company
7300 Corporate Center Drive
Investments Department - 7th Floor
Miami, FL 33126-1208

ATTN: Matthew J. Hoysa,
Vice President

or to such other address as the Lender shall have designated to Lessee by giving written notice to Lessee at Round Hill Shopping Center, 195 Highway 50 or to such other address as may be designated by written notice from Lessee to Lender.

5. No Further Subordination. Lessor and Lessee covenant and agree with Lender that there shall be no further subordination of

the interest of Lessee under the Lease to any Lender or to any other party without first obtaining the prior written consent of Lender. Any attempt to effect a further subordination of Lessee's interest under the Lease without first obtaining the prior written consent of Lender shall be null and void.

6. As to Lessor and Lessee. As between Lessor and Lessee, Lessor and Lessee covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

7. As to Lessor and Lender. As between Lessor and Lender, Lessor and Lender covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

8. Title of Paragraphs. The titles of the paragraphs of this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

9. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

10. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Lessee and Lessor. The reference contained to successors and assigns of Lessee is not intended to constitute and does not constitute a consent by Lessor or Lender to an assignment by Lessee, but has reference only to those instances in which the Lessor under the Lease and Lender shall have given written consent to a particular assignment by Lessee thereunder.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day, month and year first above written.

LESSEE:

Neil E. Schultz
Neil E. Schultz

BY: _____

ITS: _____

LESSOR:

Wing Wah Sang
Blossom Sang

BY: Wing Wah Sang

ITS: Partner

BY: Blossom Sang

ITS: Partner

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STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On December 27, 1989 before me, the undersigned, a Notary Public in and for said State personally appeared WING WAH JANG and BLOSSOM JANG known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal



Marilyn L. Bigham
Marilyn L. Bigham

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LENDER:

JOHN ALDEN LIFE INSURANCE COMPANY,
A MINNESOTA CORPORATION

BY: [Signature] RAY H. CASEY
ITS: VICE PRESIDENT

BY: _____

ITS: _____

(The following acknowledgment is to be used by Lessee.)

STATE of Nevada)

_____)

COUNTY OF Washoe)

On the 4th day of December, 1989 before me, a Notary Public in and for said State, personally appeared Neil E. Schultz and _____ known to me to be the of _____ of _____, a _____, on behalf of the _____.

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

(Notarial Seal)

Helga F. Struffert
Notary Public

My Commission Expires:

8/22/92

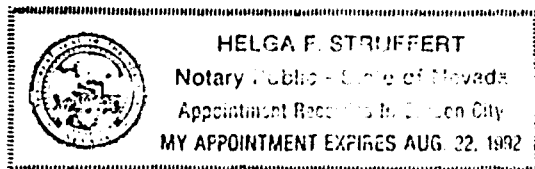


EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1:

All that real property situate in the Southeast one-quarter of Section 15, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING at Southeast corner of said Section 15; thence Westerly along the Section line common to Sections 15 and 22, a distance of 1513.39 feet, more or less, to a point in the Northeasterly right of way line of U. S. Highway 50, as described in the conveyance to the State of Nevada, recorded July 18, 1933, in Book T of Deeds at Page 436, Douglas County, Nevada records; thence North 47°36'00" West along said Northeasterly line, a distance of 674.72 feet, to the True Point of Beginning; thence North 47°36'00" West, a distance of 590.28 feet; thence North 42°24'00" East, a distance of 90.00 feet; thence North 47°36'00" West, a distance of 120.00 feet; thence South 42°24'00" West, a distance of 90.00 feet; thence North 47°36'00" West, a distance of 215.00 feet; thence North 42°24'00" East, a distance of 545.28 feet to a point on the Westerly line of Villager Townhouses, recorded August 29, 1977, Document No. 12403; thence along said Westerly line, South 52°35'03" East, (recorded South 52°31'06" East) a distance of 40.63 feet to the most Southerly corner of that certain parcel described in Deed recorded July 20, 1972, in Book 103, Page 356; thence along the boundary of said parcel North 68°56'23" East, a distance of 164.88 feet (recorded North 69°00'00" East, 165.00 feet); thence North 04°43'13" East, a distance of 17.70 feet (recorded North 04°46'50" East, 17.40 feet) to a point on the Westerly line of McFaul Way; thence along said Westerly line, South 59°30'37" East (recorded South 59°27'00" East), a distance of 128.00 feet to a point on the Northerly boundary of that certain parcel described in Deed recorded March 31, 1972, in Book 98, Page 330; thence along said boundary South 76°36'23" West, a distance of 67.98 feet (recorded South 76°40'00" West, 68.02 feet); thence South 09°08'39" East (recorded South 09°05'02" East), a distance of 200.78 feet; thence North 77°20'23" East (recorded North 77°24'00" East), a distance of 86.92 feet to a point on the Westerly boundary of the parcel of land described in Deed recorded February 4, 1972, in Book 96, Page 300; thence along the boundary of said parcel South 12°39'37" East (recorded South 12°36'00" East), a distance of 32.89 feet; thence North 81°06'00" East, a distance of 8.30 feet (recorded North 81°02'37" East, 8.20 feet); thence North 83°18'09" East, a distance of 123.80 feet (recorded North 83°20'46" East, 123.89 feet), to a point on the Southwesterly line of McFaul Way; thence along said Westerly line, South 25°14'37" East (recorded South 25°11'00" East), a distance of 26.17 feet to a point on the Northerly boundary of that certain parcel described in Deed recorded July 1, 1971, in Book 87, Page 437;

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thence along said boundary South 77°20'23" West, a distance of 78.90 feet (recorded South 77°24'00" West, 78.66 feet) to the beginning of a tangent curve to the left with a radius of 30.00 feet and a central angle of 61°29'37"; thence along said curve, an arc length of 32.20 feet; thence South 15°50'46" West (recorded South 15°54'23" West), a distance of 63.22 feet; thence South 12°39'37" East (recorded South 12°36'00" East), a distance of 50.00 feet; thence South 35°39'37" East (recorded South 35°36'00" East), a distance of 69.00 feet to the most Westerly corner of that certain parcel described in Deed recorded February 1, 1980, in Book 280, Page 007; thence along the Westerly line of said parcel, South 35°39'37" East (recorded South 35°36'00" East) 279.46 feet to a point on the Westerly right of way line of Elks Point Road; thence along said Westerly right of way along a curve concave to the Northwest, with a radius of 320.00 feet, a central angle of 33°22'12" (recorded 33°18'35") and an arc length of 186.37 feet (recorded 186.04 feet); thence South 42°24'00" West, a distance of 244.60 feet (recorded 243.38 feet) to the beginning of a tangent curve to the right, with a radius of 25.00 feet and a central angle of 90°00'00"; thence along said curve, an arc length of 39.27 feet to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey for NEVADA ALLIED INC., a portion of Section 15, Township 13 North, Range 18 East, M.D.B. & M., by RONALD W. TURNER, R.L.S. #3519, dated July 18, 1980 and recorded September 25, 1980, as Document No. 48927.

PARCEL NO. 2:

All that real property situate in the Southeast one-quarter of Section 15, Township 13 North, Range 18 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING at Southeast corner of said Section 15; thence Westerly along the Section line common to Sections 15 and 22, a distance of 1513.39 feet, more or less, to a point in the Northeasterly right of way line of U.S. Highway 50, as described in the conveyance to the State of Nevada, recorded July 18, 1933, in Book T of Deeds at Page 436, Douglas County, Nevada records; thence North 47°36'00" West along said Northeasterly line, a distance of 1265.00 feet to the True Point of Beginning; thence North 47°36'00" West, a distance of 120.00 feet; thence North 42°24'00" East, a distance of 90.00 feet; thence South 47°36'00" East, a distance of 120.00 feet; thence South 42°24'00" West, a distance of 90.00 feet to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey for NEVADA ALLIED INC., portion of Section 15, Township 13 North Range 18 East, M.D.B. & M., by RONALD W. TURNER, R.L.S. #3519, dated July 18, 1980, and recorded September 25, 1980, as Document No. 48927.

Assessor's Parcel Nos. 05-290-01, 05-290-03, 05-290-06, 05-290-10, and 05-290-12

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COPY

REQUESTED BY
PACIFIC TITLE, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 JAN -5 AIO :02

SUZANNE BEAUDREAU
RECORDER

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\$ 19⁰⁰ PAID K/Y DEPUTY

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