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Submitted for Recordation)
By and Return to)
)
)
Bank of America NT&SA)
Attn: Colleen King)
Two Embarcadero Center, 28th Floor)
San Francisco, CA 94111)

Space above for Recorder's Use

(Scolari's)

LESSEE CERTIFICATE
Subordination, Nondisturbance and Attornment Agreement

Bank of America National
Trust and Savings Association
Two Embarcadero Center, 28th Floor
San Francisco, CA 94111

Attn: Colleen King

Re: Lease dated August 20, 1987 Between: Hart Estate Development Company,
Lessor and Warehouse Markets, Inc., a Nevada corporation, Lessee on Premises
located at: Carson Valley Fair Shopping Center, 1335 Highway 395 South, City
of Gardnerville, County of Douglas, State of Nevada

Ladies and Gentlemen:

The undersigned, Lessee under the above-captioned Lease, has been advised that the lease has been or will be assigned to you as security for a mortgage loan (the "Loan"). Understanding that you will rely on this letter in making or continuing the Loan, we confirm the following:

1. We have accepted possession of the Premises pursuant to the terms of the Lease, and the Lease is in full force and effect.
2. The improvements and space required to be furnished under the Lease have been completed in all respects.
3. To the best of our actual knowledge, the Lessor has fulfilled all of its duties under the Lease, and neither we nor the Lessor are currently in default of any terms of the Lease.
4. Except for the First Amendment to Lease dated July, 1989, Memorandum of Agreement and the Second Amendment to Lease dated August 31, 1992, the Lease has not been modified, altered or amended. There are no side agreements or understandings respecting the Lease, the Premises or the property in which the Premises are located. We have no purchase option, right of first refusal or similar interest in the Premises or the property in which the Premises are located.
5. To the best of our actual knowledge, there exist no defenses, offsets, credits or counter-claims against rent or other payments under the Lease, nor has rent been paid more than one month in advance.

We further acknowledge and agree as follows:

1. The Lease shall be subject and subordinate to the lien of your mortgage, to all advances made or to be made thereunder and to any renewals, extensions, modifications or replacements thereof.

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2. If, by foreclosure or otherwise, you, your successors or assigns, or any purchaser at or after foreclosure sale or otherwise, becomes the owner the Premises, then:

(a) Subject to sub-paragraph (b) below and provided we continue to have uninterrupted quiet enjoyment and possession of the Premises, and otherwise enjoy all of the rights and benefits conferred by the Lease, we will attorn to and recognize you or such successor, assign or purchaser as Lessor under the Lease; we will be bound by and perform all of the obligations imposed by the Lease upon Lessee in accordance with the terms of the Lease; and you, such successor, assign or purchaser shall succeed to all of the rights of Lessor under the Lease.

(b) Provided that there is no outstanding default under the Lease, which after notice served on us pursuant to the Lease has not been cured within the time period provided by the Lease, you or such successor, assign or purchaser agree not to disturb our occupancy under the Lease, except in accordance with the terms of the Lease. You also agree that you or your successor, assign or purchaser will be bound by and perform all of the obligations imposed by the Lease upon Lessor, but only for and during such respective period of time as you, or such successor, assign or purchaser, shall own the Premises. However, you or such successor, assign or purchaser in succeeding to the rights of the Lessor, shall be subject to and bound by any notice that we may give to the Lessor of a default by the Lessor under the Lease, but shall not be:

(i) liable for any act or omission of any previous Lessor of which you have no actual knowledge;

(ii) subject to any offsets or deficiencies which we may be entitled to assert against any previous Lessor of which you have no actual knowledge;

(iii) bound by any prepayment of rent, except for one month;

(iv) bound by any amendment or separate agreement made without your written consent; or


(v) responsible for any conflict between the provisions of the Lease and the provisions of any other lease or agreement affecting the Premises, including without limitation any provisions relating to renewal options or options to expand.

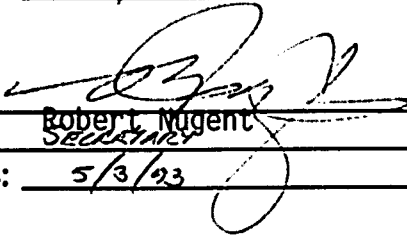
3. We understand that the Lessor has agreed that no material modification of the Lease, or assignment or subletting, shall be effective without your prior consent, which will not be unreasonably withheld.

4. We understand that the Lease and the rents and other sums due thereunder have been assigned or will be assigned to you as security for your Loan to Lessor. In the event of a default by Lessor on the Loan, Lessor hereby directs and authorizes us to pay you upon our receipt of a notice from you to do so, and we agree to make all payments under the Lease to you or at your direction. We shall make such payments upon receipt of your notice of a default and demand and Lessor hereby authorizes us to accept such direction from you and waives all claims against us for any sums so paid at your direction. Lessor agrees that the receipt by us of any such notice from you shall be conclusive evidence of your right to receive such payments.

This letter shall inure to your benefit and to the benefit of your successors and assigns and shall be binding upon us and our heirs, personal representatives, successors and assigns. This letter is delivered to you with the understanding that you will rely on it in connection with the Loan.

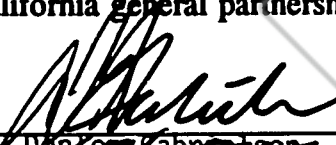
LESSEE: WAREHOUSE MARKETS, INC.,
a Nevada corporation

By: 
Its: Joey E. Scotari
PRESIDENT
Date: 5/3/93

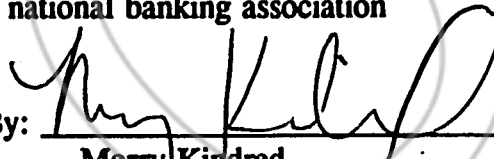
By: 
Its: Robert Nugent
SECRETARY
Date: 5/3/93

We concur in the above statements and conditions. Among other things, we authorize Lessee to make payments to Bank of America on receipt of notice and demand from the Bank. In accordance with paragraph 4 above, we waive all claims against Lessee for any sums paid by Lessee to the Bank following such notice and demand.

LESSOR: Hart Estate Development Company,
a California general partnership

By: 
Its: Donna Sabrosky
SECRETARY
Date: 5/3/93

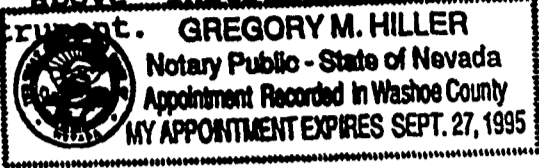
BANK: BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION
a national banking association

By: 
Merry Kindred
Vice President

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEVADA)
COUNTY OF WASHOE) ss:

On this 3rd day of MAY 1993, personally appeared before, me, a notary public, JUDE E. SCOLARI, (personally known) (proven) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Gregory M. Hiller
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF WASHOE) ss:

On this 3rd day of MAY 1993, personally appeared before, me, a notary public, Robert Nugent, (personally known) (proven) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Gregory M. Hiller
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF WASHOE) ss:

On this 3rd day of MAY 1993, personally appeared before, me, a notary public, Donna G. Brinson, (personally known) (proven) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Sheri Lee
NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of San Francisco

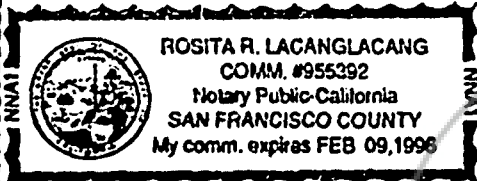
On 5-20-93 before me, Rosita R. Lacanglacang
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Merry Kindred
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rosita R. Lacanglacang
SIGNATURE OF NOTARY



OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Lessee Certificate (Hart Estate Development)

NUMBER OF PAGES 3 DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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

93 MAY 25 AM 11:53

SUZANNE BEAUDREAU
RECORDER

5 900 PAID SO DEPUTY

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