

Escrow # 99100730
APN# 1320-33-301-004

WHEN RECORDED, MAIL TO:

First National Bank of Nevada
Northern Region
PO Box 11140
Reno, NV 89510-1140

**ESTOPPEL, SUBORDINATION, ATTORNMEN
AND NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT, made this 11th day of October, 1999, is by and among First National Bank of Nevada, a Nevada corporation ("Lender"), CARSON VALLEY DISCOUNT TIRES, INC., a Nevada corporation ("Tenant"), and GARY LEE ALLEN and DIANA KAY ALLEN ("Landlord").

RECITALS:

1. Tenant, by Lease dated April 1, 1988, and as amended June 22, 1990 (the Lease"), has leased certain real property located at 1473 N. Highway 395, Gardnerville, Nevada 89410 (the "Property"), more particularly described in Exhibit "A" attached hereto.
2. Landlord has requested Lender to make a loan (the "Loan"), secured by a deed of trust ("Deed of Trust") encumbering the Property.
3. Lender is willing to make the Loan provided Landlord and Tenant execute this Agreement.

NOW, THEREFORE, in consideration of Lender's making the Loan to Landlord, and the mutual covenants and agreements herein contained, and in order to induce Lender to make the Loan, the parties hereto hereby agree and covenant as follows:

1. **Consent and Representations.** Tenant consents to the assignment ("Assignment") of the Lease to Lender to secure Landlord's payment of the Loan and Landlord's other obligations under the Loan Documents in accordance with this Assignment. Furthermore, Tenant does hereby warrant and represent:
 - (a) The Lease is a valid and binding obligation of Tenant; Tenant is not in default under the Lease; and Tenant is not aware of any default by Landlord under the Lease;
 - (b) No amendments, modifications, or alternations have been made to the Lease, except as noted above;

(c) Neither Tenant nor Landlord shall agree to any mutual termination, amendment, modification or renewal of the Lease without the prior written consent of Lender;

(d) Tenant shall give Lender prompt written notice of any default by Landlord under the Lease which notice shall specify the nature of the default;

(e) Notwithstanding anything to the contrary in the Lease, should any default under the Lease occur, Lender shall have sixty (60) days after the receipt of such notice from Tenant, and at the option of Lender, to cure such default of Landlord. Or, if the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default of Landlord;

(f) All rights of Tenant to terminate the Lease as a result of the occurrence of an event of default thereunder are subject to and conditioned upon Tenant's having first given Landlord written notice of and an opportunity to cure such default as specified herein.

(g) No rent has been prepaid under the Lease at this time; and

(h) Tenant agrees not to assign, transfer, mortgage or otherwise encumber the Lease or any interest therein. Tenant further agrees not to sublet the Property or any part thereof, without the prior written consent of Lender and any attempt to do so without such consent shall be void as to Lender.

2. 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 Landlord under the Lease to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession, or enjoyment of the Property be interfered with, nor shall the leasehold estate granted by the Lease be affected by reason of any foreclosure, or any action or proceeding instituted under or any connection with the Deed of Trust, or in case the Beneficiary of the Deed of Trust takes possession of the Property pursuant to any provision of the Deed of Trust, unless the Landlord would have had such right irrespective of the Deed of Trust; except that the person acquiring the interests of the Landlord as a result of any action or proceeding, or by deed in lieu of foreclosure, his successors or assigns (herein referred to as the "Purchaser"), shall not be (a) liable for any act or omission of any prior landlord; or (b) subject to any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (c) bound by any amendment or modification of the Lease made without the prior consent of the Beneficiary of the Deed of Trust.

3. Attornment. If the interests of the Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Deed of Trust, Tenant shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to the Purchaser, as its

landlord, the attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Purchaser 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 therein except as herein otherwise expressly provided.

4. Payment of Rent. Tenant agrees, understands and promises to pay directly to Lender any and all rent and other charges due under the Lease from and after the date Tenant receives written notice from Lender that an event of default exists under the Deed of Trust and Tenant shall continue to pay such rent to Lender until such time as Tenant is advised in writing of the name and address of the Purchaser who acquired the Property at which time such rent and charges shall be payable to Purchaser. Landlord's execution of this Agreement evidences Landlord's permission and authority to Tenant to the foregoing provisions.

5. Subordination. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Deed of Trust and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust.

6. Modification. This Agreement may not be modified orally or in any manner whatsoever other than by agreement in writing by the parties or their respective successors in interest.

7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LENDER:

FIRST NATIONAL BANK OF NEVADA

By J. A. Nebe

Ty A. Nebe

Its: Senior Vice President Manager, Commercial Lending

LANDLORD:

X [Signature]

Gary Lee Allen

X [Signature]

Diana Kay Allen

TENANT:

CARSON VALLEY DISCOUNT TIRES, INC., a Nevada corporation


By [Signature]

Richard L. Frock

Its: President/Secretary/Treasurer


STATE OF NEVADA)
DOUGLAS) ss.
COUNTY OF ~~WASHOE~~)

This instrument was acknowledged before me on October 14, 1999, by Ty A. Nebe as Senior Vice President Manager Commercial Lending of First National Bank of Nevada.


 VICKY D. MORRISON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 94-0958-5 - EXPIRES NOV. 1, 2002

[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

 VICKY D. MORRISON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 94-0958-5 - EXPIRES NOV. 1, 2002

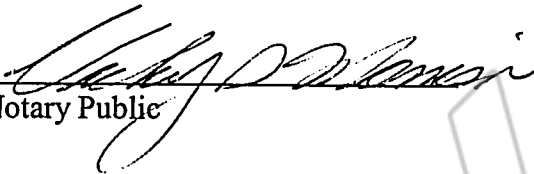
This instrument was acknowledged before me on October 14, 1999 by Gary Lee Allen and Diana Kay Allen.

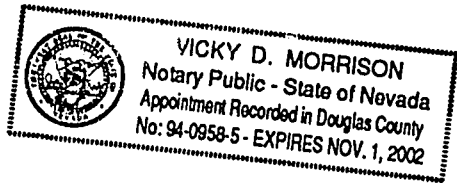
 VICKY D. MORRISON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 94-0958-5 - EXPIRES NOV. 1, 2002

[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 15, 1999, by Richard L. Frock as President/Secretary/Treasurer of CARSON VALLEY DISCOUNT TIRES, INC.


Notary Public



COPY

EXHIBIT "A"

Borrower: GARY LEE ALLEN
DIANA KAY ALLEN
951 Rubio Way
Gardnerville, NV 89410

Lender: FIRST NATIONAL BANK OF NEVADA
Northern Region
P. O. Box 11140
Reno, NV 89510-1140

This Exhibit "A" is attached to and by this reference is made a part of each Deed of Trust or Mortgage and Hazardous Substances Appt. dated October 11, 1999, and executed in connection with a loan or other financial accommodations between FIRST NATIONAL BANK OF NEVADA and GARY LEE ALLEN and DIANA KAY ALLEN.

A parcel of land situated in the Southwest $\frac{1}{4}$ of Section 33, Township North, Range 20 East, M.D.B.&M., Douglas County, Nevada more particularly described as follows to wit:

Commencing at the West $\frac{1}{4}$ corner of said Section 33; thence South $09^{\circ} 03' 00''$ West to a distance of 942.71 feet to Old Mill Street Monument, located at the intersection of the controlling of Main Street and the Northerly right-of-way line of Hill Street.

Thence South $47^{\circ} 36' 10''$ East a distance of 348.00 feet to the True Point of Beginning;

Thence North $44^{\circ} 54' 00''$ West along the Northeasterly right-of-way line of Main Street a distance of 42.00 feet; thence North $45^{\circ} 09' 30''$ East a distance of 120.00 feet; thence North $44^{\circ} 54' 00''$ West a distance of 50.00 feet to the Southeasterly right-of-way line of High School Street; thence North $45^{\circ} 09' 30''$ East along said right-of-way line a distance of 140.50 feet to the Southwesterly right-of-way line of Courthouse Street;

Thence South $44^{\circ} 25' 12''$ East along said right-of-way line a distance of 235.36 feet (record = South $45^{\circ} 31' 22''$ East 213'),

Thence South $73^{\circ} 47' 05''$ West a distance of 299.22 feet (record South = $73^{\circ} 46' 00''$ West 293'), returning to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey filed for record in the Office of the County Recorder of Douglas County, Nevada on May 28, 1985, as Document No. 117893.

THIS EXHIBIT "A" IS EXECUTED ON OCTOBER 11, 1999.

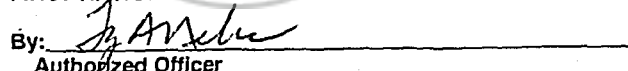
BORROWER:

X 
GARY LEE ALLEN

X 
DIANA KAY ALLEN

LENDER:

FIRST NATIONAL BANK OF NEVADA

By: 
Authorized Officer

COPY

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 15 PM 4: 30

LINDA SLATER
RECORDER

\$13⁰⁰ PAID *kg* DEPUTY

0478937

BK 1099PG3098