

REQUESTED BY

FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

APN # 1318-15-802-009

2004 MAY 18 PM 4:13

WHEN RECORDED, MAIL TO:

WERNER CHRISTEN
RECORDER

Northern Nevada Bank
Commercial Lending
PO Box 20607
Reno, NV 89515-0607

2100 PAID 02 DEPUTY

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

THIS AGREEMENT, made this 14 day of May, 2004 is by and among NORTHERN NEVADA BANK, a Nevada corporation ("Lender"), Z Loan and Investment, LLC ("Tenant"), and Tradewind Properties, LLC ("Landlord").

RECITALS:

1. Tenant, by Lease dated April 29, 2004 (the "Lease"), has leased certain real property located at 195 Highway 395 (the "Property"), more particularly described in lease summary 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.
4. Tenant acknowledges that Tradewind Properties, LLC has purchased the Property from Zephyr Properties on March 19, 2004.

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:

0613491

BK0504PG08611

(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;

(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:

NORTHERN NEVADA BANK

By: Ty A. Nebe

Ty A. Nebe

Its: Executive Vice President Chief Credit Officer

0613491

BK0504PG08614

LANDLORD:

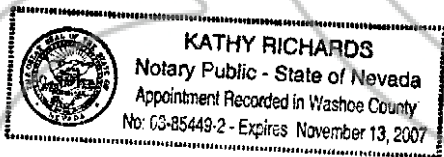
By: Douglas P. Rastello
Name: Douglas P. Rastello
Its: Managing

TENANT:

By: Wayne Simpson
Name: Wayne Simpson
Its: MANAGEMENT MEMBER

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

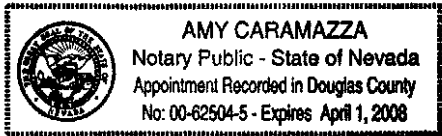
This instrument was acknowledged before me on May 14, 2004, by
Ty A. Nebe as Executive Vice President Chief Credit Officer of Northern Nevada Bank.



Kathy Richards
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF)

This instrument was acknowledged before me on MAY 17, 2004 by
DOUG RASTELLO as LANDLORD of



[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF)

This instrument was acknowledged before me on MAY 17, 2004 by
WAYNE SNYDER as MANAGING MEMBER of
Z LOAN & INVESTMENT, LLC



[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF)

This instrument was acknowledged before me on _____, 20__ by
_____ as _____ of
_____.

Notary Public

BASIC LEASE PROVISIONS

Reference Date: April 29, 2004

Landlord: Tradewind Properties, LLC, a Nevada Limited Liability Company

Tenant: Z Loan and Investment, LLC

Project: The Zephyr Building
195 Highway 50,
Zephyr Cove, NV 89448 (the "Building")

Premises: Office Suite #202A located on the first floor of the Building, as shown on Exhibit A.

Term: Three (3) Years

Option to Extend: Tenant to have the option to extend this Lease for an additional period of Three (3) years at the prevailing market rate not less than the rent in year 3.

Commencement Date: May 1, 2004

Monthly Basic Rent:

Year 1	\$1,679.00
Year 2	\$1,730.00
Year 3	\$1,782.00

Landlord's Address: Tradewind Properties, LLC
P.O. Box 487
Glenbrook, NV 89413

Tenant's Address: Z Loan and Investment, LLC
P.O. Box 12459
Zephyr Cove, NV 89448

Tenant's Expense Percentage: Ten and 93/100 percent (10.93%)

Use: General Office

Security Deposit: Waived

Leasehold Improvements: Landlord to provide improvements as set forth in the attached plan (Exhibit A). All other improvement costs are to be paid by Tenant.

Net Rentable Area: The total of: (i) the entire area included within the Premises covered by this Lease, being the area bounded by the inside surface of any permanent exterior wall (or the inside surface of any glass wall) of the Building bounding such Premises, the inside surface of the exterior of all walls

separating such Premises from any public corridors or such other public areas on the floor of the Building, and the centerline of all walls separating such Premises from other areas leased or to be leased to other tenants on such floor; (ii) the entire area included within the balcony, if any, adjacent to any portion of the Premises covered by this Lease, being the area bounded by the outside surface of any permanent exterior wall (or the exterior surface of any glass wall) of the Building bounding such Premises, and the exterior of all railings located on such balcony; and (iii) a pro rata portion of the area covered by the elevator lobbies, stairs, corridors, rest rooms, mechanical rooms, janitorial rooms, electrical rooms and telephone closets situated in the Building.

Other Terms

1. Tenant shall have the right to move from the Zephyr Building to the current FATCO space at Round Hill Square should FATCO move to the Windermere space. If FATCO does not move into the Windermere space, then Tenant would have the ability to move into Windermere. In either event, the new rent would be at the prevailing rates at Round Hill Square and this lease would be canceled.

2. Electricity- Landlord to keep the electrical meter in Landlords name and bill 36% of the total monthly electrical cost for the premises 202A.

Satellite Dish:

Landlord has agreed that the Tenant may install a satellite dish on the roof of the building.

Signage

Tenant to have the right to one-half of one band on the Monument sign on Highway 50. In addition, Tenant to have the right to put its name on its entry door.

Real Estate Brokers:

Douglas Capital and Fleming Properties, Inc.