

REQUESTED BY  
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 OCT 27 PM 3:48

WERNER CHRISTEN  
RECORDER

\$ *32.00* PAID *ca* DEPUTY

Assessor's Parcel No.: 1320-29-402-013  
1320-32-101-009  
1320-29-402-007

RECORDATION REQUESTED BY:

040502597

WHEN RECORDED MAIL TO:

Business Bank of Nevada  
Credit Department  
1811 E. College Parkway  
Carson City, NV 89706  
Attn: Patti Libespeck  
Re: Loan #1822641

IMPORTANT NOTICE TO TENANT: THIS STANDARD LEGAL DOCUMENT ASSISTS THE OWNER IN OBTAINING FINANCING. IT CONFIRMS THAT THE LENDER DESCRIBED BELOW WILL BE ABLE TO CONSIDER YOUR LEASE VALID EVEN IF THE LENDER MUST LATER PURSUE ITS COLLATERAL INTEREST FOR REPAYMENT. IT DOES NOT CHANGE YOUR LEASE; HOWEVER IT DOES MAKE YOUR LEASE SUBJECT TO THE LENDER'S NEW FINANCING AND CONFIRMS YOUR LEASE IS CURRENT. SHOULD THE OWNER NOT PROMPTLY REPAY ALL THE SUMS DUE TO LENDER, THIS DOCUMENT CONFIRMS THAT YOUR LEASE WILL CONTINUE WITHOUT INTERRUPTION EVEN IF THE LENDER (OR ITS TRANSFEREES AND ASSIGNS) BECOMES THE SUCCESSOR OWNER.

### SUBORDINATION OF AN EXISTING TENANT LEASE TO NEW FINANCING

(Subordination, Nondisturbance, Attornment and Estoppel)

THIS SUBORDINATION OF AN EXISTING TENANT LEASE TO NEW FINANCING (the "Agreement") is dated October 15, 2004, and is made and executed by and among Dennis Plummer, Eugene M. Tiehm and Carson Valley Chevrolet-Buick, LLC a Nevada limited liability company (collectively "Tenant" or "Lessee"); Hellwinkel Enterprises, Inc. ("Landlord", "Sublessor" or "Guarantor"); Hellwinkel Family Limited Partnership ("Lessor", "Owner" or "Borrower"); and Business Bank of Nevada ("Lender"). Tenant, Landlord, Owner and Lender shall collectively be referred to herein as the "Parties".

**PURPOSE OF THIS AGREEMENT.** This Agreement is intended to implement the following agreements between the Parties, as follows: (a) it confirms that the Lease by and among Tenant, Landlord and Owner is current and not in default; (b) it confirms that the Lease will be or will hereby become fully subordinate to the Lender's Loan and new financing; and (c) it confirms that should Lender need to pursue its collateral interests related to the Lease, that Lender will fully recognize Tenant's interests in the Lease and, in return, Tenant will fully recognize Lender or its purchasers/transferees and assigns, as successor Lessor(s).

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used throughout this Agreement. Unless specifically stated to the contrary, all of the references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the NEVADA Commercial Code:

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## SUBORDINATION OF EXISTING TENANT LEASE (Continued)

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**Agreement.** The term "Agreement" means this Subordination of Existing Tenant's Lease To New Financing as this Agreement may be modified from time to time, together with all exhibits and schedules attached to this Agreement from time to time.

**Borrower, Lessor and Owner.** The terms "Borrower", "Lessor" and "Owner" shall be interchangeable and shall mean Hellwinkel Family Limited Partnership, and all other persons and entities signing the Note or other debt instrument in whatever capacity.

**Guarantor, Sublessor and Landlord.** The terms "Guarantor", "Sublessor" and "Landlord" shall be interchangeable and shall mean Hellwinkel Enterprises, Inc., and all other persons and entities signing the Guaranty or other debt instrument in whatever capacity.

**Lease, Leases and Premises.** The term "Lease", "Leases" or "Premises" shall be interchangeable and shall mean that certain lease of the Premises dated December 18, 2003 evidenced by a Master Lease Agreement made by and between Owner and C. O. D. Garage Company and a Sublease Agreement made by and among Owner, C. O. D. Garage Company and Tenant, and any approved amendments thereto that will be subordinate to Lender's Loan. C. O. D. Garage changed its name to Hellwinkel Enterprises, Inc. The Lease covers a portion of the following described Real Property located in Douglas County, State of Nevada: See Exhibit "A" attached hereto and made a part hereof by this reference for the legal description of the Real Property. The Real Property or its address is commonly known as 1599 and 1601 Highway 395, Minden, Nevada. The Real Property tax identification numbers are: 1320-29-402-013, 1320-32-101-009, 1320-29-402-007.

**Lender.** The term "Lender" means Business Bank of Nevada, its successors and assigns.

**Loan.** The term "Loan" means any and all loans and financial accommodations entered into by and between Lender and Borrower whether now or hereafter existing, and however evidenced, including any and all collateral taken to secure the Loan.

**Related Documents.** The phrase "Related Documents" means all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Tenant or Lessee.** The term "Tenant" or "Lessee" shall be interchangeable and shall mean Dennis Plummer, Eugene M. Tichm and Carson Valley Chevrolet-Buick, LLC a Nevada limited liability company Subtenant including its successors, assigns and legal representatives.

**LEASE WILL BE SUBORDINATE TO LENDER'S LOAN (SUBORDINATION).** The Parties agree that Owner's, Landlord's and Tenant's interest in the Lease (and the related Real Property) is (and shall be all times in which the Loan to Lender remains unpaid) subordinate in all respects to Lender's Loan, and the collateral securing said Loan, and it is expressly agreed that Lender's Loan shall be and remain at all times prior and superior to Owner's, Landlord's or Tenant's interests, liens, or claims relating to the Lease and the related Real Property. Landlord and Tenant also subordinate to Lender's Loan any and all other collateral or security interests in the Premises and related Real Property held by Landlord or Tenant, whether now existing or hereafter acquired.

**FULL LEASE IS APPENDED HERETO; NO MATERIAL DEFAULT IN THE LEASE IS KNOWN OR THREATENED (ESTOPPEL).** Owner, Landlord and Tenant have executed (or will execute) the above-referenced Lease(s). Landlord and Tenant agree that said Lease will be subject to this Agreement. Landlord and Tenant expressly confirm that the Lease is and remains fully current; it is not in material default (and to the knowledge and belief of the Owner or Landlord or Tenant no material default is likely to occur or is threatened); and, Owner, Landlord and Tenant each agree the Lease is fully described (including exhibits and attachments) in Exhibit "B" attached hereto and there are no other written or oral modifications of the Lease not appended or

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## SUBORDINATION OF EXISTING TENANT LEASE (Continued)

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described therein. Owner, Landlord and Tenant agree to promptly inform Lender should the Lease not remain current or if a material default should occur or is likely to occur now or hereafter. The Parties agree that as of the date of this Agreement, and until the Loan is fully repaid to Lender, Owner or Landlord or Tenant will not alter, amend or terminate the Lease; excuse the payment of rent; or release any person or interest set forth in the Lease without the prior written consent of Lender.

**AGREES TO BE BOUND TO LENDER AND/OR NEW PURCHASER (ATTORNMENMENT).** If any transfer of the Premises and Real Property should occur, and so long as Tenant is not in default under the Lease, Lender or purchaser (as the case may be) shall be fully bound to Tenant and Tenant shall be equally bound to Lender or purchaser (as the case may be) under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if purchaser had been the original Landlord under the Lease. Tenant, its successors and assigns, does hereby agree to fully attorn to purchaser, including Lender, if Lender should become the purchaser, as the successor landlord under the Lease. This attornment shall be effective and self-operative, without the execution of any further instruments, upon purchaser's succeeding to the interest of the original Landlord under the Lease.

**TENANT WILL BE FULLY RECOGNIZED BY LENDER AND/OR NEW PURCHASER (NONDISTURBANCE).** So long as Tenant is current and not in default in the performance of the terms, provisions and conditions contained in the Lease and so long as Tenant observes the provisions of this Agreement, the Parties agree, as follows: (a) Tenant agrees (and to the extent necessary hereby waives) that it shall not be necessary to name or join it in any foreclosure, trustee's sale or other proceeding to enforce the Lender's Loan or related collateral interests unless the joinder is required by law in order to protect such foreclosure, trustee's sale or other proceeding; (b) The enforcement of the Lender's Loan and related collateral interests shall not terminate the Lease or disturb Tenant in the intended possession and use of the Premises and related Real Property in accordance with the Lease; and (c) The leasehold estate granted by the Lease shall not be affected in any manner by any transfer of the Premises and related Real Property or any other proceeding instituted or action taken under or in connection with the Lender's Loan, or related collateral interests, or by Lender's taking possession of the Premises and related Real Property in accordance with any provision of the Lender's Loan; provided that Lender, if it becomes the purchaser or if it takes possession under the Lender's Loan, and any other purchaser shall not; (d) be liable for any damages or other relief attributable to any act or omission of any prior landlord under the Lease (including Landlord/Borrower); (e) be liable for any damages or other relief attributable to any latent or patent defects in construction, injury or operations with respect to any portion of the property; (f) be liable for any consequential damages attributable to any act or omission of purchaser; (g) be liable for any damage or other relief attributable to any breach of any representation or warranty contained in the Lease by purchaser or any prior landlord under the Lease (including Owner/Borrower or Landlord/Guarantor); (h) be subject to any offsets or defense not specifically provided for in the Lease and which Lessee may have against any prior landlord under the Lease (including Owner/Borrower and Landlord/Guarantor); or (i) be bound by any prepayment by Lessee of more than one month's installment of rent or for any security deposit not actually delivered to purchaser or by any modification or amendment of or to the Lease unless the prepayment, amendment or modification shall have been approved in writing by Lender or by any subsequent beneficiary under the Lender's Loan.

**GENERAL AGREEMENTS MADE BY TENANT.** Tenant agrees and understands that: (a) except as specifically noted herein, this Agreement does not alter or change Owner's or Landlord's or Tenant's obligations under the Lease; (b) that nothing in this Agreement is intended to confirm that the Owner or Landlord is financially responsible or will remain financial responsible to fully carry out the provisions of the Lease for its entire term or that Lender is in any way acting as a guarantor, surety or other responsible party under the Lease to insure it is fully performed; (c) this Agreement does not entitle Tenant to participate in or receive notice of any of the terms, conditions, renewals, extensions or financial information related to the Loan or that Lender shall be in any way responsible to disclose to Tenant any financial information or declining financial position on behalf of the Owner or Landlord or any other obligor or provide notice of any actual or pending default except as set forth in this

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## SUBORDINATION OF EXISTING TENANT LEASE (Continued)

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Agreement; (d) Tenant expressly and irrevocably waives any right to require Lender to make, extend, renew, or modify any loan to Owner or Landlord or to grant any other financial accommodations to Owner or Landlord or any other party whatsoever or to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Lender's Loan or notice of any action or nonaction on the part of the Owner or Landlord, Lender, any surety, endorser, or other guarantor in connection with the Loan, or in connection with the creation of new or additional indebtedness; (e) Lender may in its sole discretion resort for payment or proceed directly or at once against any person, including Owner or Landlord; (f) Lender may in its sole discretion proceed directly against or exhaust any collateral held by Lender from Owner, Landlord or any other person; (g) Lender may give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Owner or Landlord or to comply with any other applicable provisions of the Uniform Commercial Code; (h) Lender may in its sole discretion pursue any other remedy within Lender's power; or, (i) Lender may engage in such additional and cumulative rights and commit to any act or omission of any kind, at any time, with respect to any matter whatsoever, as it may choose or find desirable.

**LENDER'S RIGHTS.** Lender may take or omit to take any and all actions with respect to Lender's Loan without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Tenant: (a) make one or more additional secured or unsecured loans to Owner/Borrower or Landlord/Guarantor; (b) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Lender's Loan, or any part of it, including increases and decreases of the rate of interest on the Lender's Loan and extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Lender's Loan, and exchange, enforce, waive, and release any such collateral securing Lender's Loan, with or without the substitution of new collateral; (d) release, substitute, agree not to sue, or deal with any one or more of Owner/Borrower's or Landlord/Guarantor's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits shall be made on the Lender's Loan; (f) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (g) transfer this Agreement to any other party. If Owner/Borrower or Landlord/Guarantor becomes insolvent or bankrupt, this Agreement shall nevertheless remain in full force and effect to the greatest extent legally possible and shall be binding on any and all trustees, receivers and other persons acting in a fiduciary capacity. Any default by Owner or Landlord under the terms of the Lease also shall constitute an event of default under the terms of this Agreement and Lender's Loan.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth herein. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorney's Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable fees, costs and expenses, including legal fees.

**Authority.** Each of the parties executing this Agreement has the legal authority to do so on behalf of himself or the legal entity noted.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nevada. This Agreement has been accepted by Lender in the State of Nevada.

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**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

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**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Lessee, shall constitute a waiver of any of Lender's rights or any of Lessee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower, Guarantor and Lessee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Lender's Loan.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

**Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but when taken together shall constitute one agreement.

**THE CONTENTS OF THIS AGREEMENT DO NOT CONSTITUTE A COMMITMENT TO LEND BY BUSINESS BANK OF NEVADA. ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT ARE EXPRESSLY SUBJECT TO (I) THE LENDER'S RECEIPT AND REVIEW OF ANY ADDITIONAL ITEMS REQUIRED TO COMPLETE CREDIT ANALYSIS AND UNDERWRITING, (II) CREDIT APPROVAL BY BUSINESS BANK OF NEVADA, WHICH MAY NOT HAVE BEEN, AND MAY NEVER BE OBTAINED, AND (III) LEGAL DOCUMENTATION AND REVIEW.**

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**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

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Assessor's Parcel Nos.: 1320-29-402-013  
1320-32-101-009  
1320-29-402-007

**Attachment to Subordination of an Existing Tenant Lease to New Financing**

**EXHIBIT "B"**

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is entered into as of this 15th day of October, 2004, by and between Hellwinkel Family Limited Partnership, whose address is P. O. Box 7, Minden, Nevada 89423 ("Owner" or "Lessor") and Hellwinkel Enterprises, Inc., whose address is P. O. Box 7, Minden, Nevada 89423 ("Landlord" or "Sublessor") and Carson Valley Chevrolet-Buick, LLC, a Nevada limited liability company, whose address is 1599 & 1601 Highway 395, Minden, Nevada 89423 ("Tenant" or "Lessee").

**RECITALS**

By a Master Lease Agreement and a Sublease Agreement, each dated on or about December 18, 2003 (collectively the "Lease Agreement"), Owner has leased to Landlord and Landlord has leased to Tenant certain real property located at 1599 and 1601 Highway 395, Minden, Nevada 89423, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, consisting of a commercial building, together with all appurtenant rights, privileges and easements and all other improvements now or hereafter located thereon ("Leased Premises").

TO HAVE AND TO HOLD the Leased Premises for an initial term of approximately 10 (ten) years running from and including the date of December 18, 2003, through and including the date of December 17, 2013 unless earlier terminated as provided in the Lease. The Tenant has the right and option to renew said lease for 2 (two) consecutive 5 (five) year periods, for a total rental period, including extensions and renewals, of twenty (20) years.

**In addition to the terms referred to above, the Lease Agreement contains numerous other terms, covenants and conditions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease Agreement directly with respect to the details of such terms, covenants and conditions. Copies of the Lease Agreement are kept at the offices of Owner, Landlord and Tenant at the addresses set forth above. This Memorandum does not alter, amend, modify or change the Lease Agreement or the exhibits thereto in any respect. It is executed by the parties solely for the purpose of being recorded in the public records of DOUGLAS COUNTY, NEVADA, and it is the intent of the parties that it shall be so recorded and shall give notice of and confirm the Lease Agreement and exhibits thereto and all of its terms to the same extent as if all of the provisions of the Lease Agreement and exhibits thereto were fully set forth herein. The Lease Agreement and all exhibits thereto are hereby incorporated by reference in this Memorandum and the parties hereby ratify and confirm the Lease Agreement as if said Lease Agreement were being presently re-executed by both parties and being recorded. In**

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**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

**the event of any conflict between the provisions of the Memorandum and the Lease Agreement, the provisions of the Lease Agreement shall control.**

IN WITNESS WHEREOF, Owner, Landlord and Tenant have set their hands and seals herewith and have caused this instrument to be execute din their names and their seals to be affixed hereunto by duly authorized officials thereof, the day and year first above written.

**Lessor / Owner:**

Hellwinkel Family Limited Partnership

By: Robert D. Hellwinkel  
Robert D. Hellwinkel, General Partner

By: Donald F. Hellwinkel  
Donald F. Hellwinkel, Trustee of The Donald and  
Marlena Hellwinkel Trust, General Partner

By: Marlena N. Hellwinkel  
Marlena N. Hellwinkel, Trustee of The Donald and  
Marlena Hellwinkel Trust, General Partner

**Lessee / Tenant:**

Dennis Plummer  
Dennis Plummer

Eugene M. Tichm  
Eugene M. Tichm

Valley Chevrolet-Buick, LLC  
a Nevada limited liability company

By: Mike Tichm  
Mike Tichm, Managing Member

**Landlord / Sublessor:**

Hellwinkel Enterprises, Inc.

By: Robert D. Hellwinkel  
Robert D. Hellwinkel, President

**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me on Oct. 26, 2004 by **Robert D. Hellwinkel as General Partner of Hellwinkel Family Limited Partnership.**

Stephanie Hettrick  
Notary Public  
Printed Name: Stephanie Hettrick



My Commission Expires:  
April 5, 2006

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me on Oct. 26, 2004 by **Robert D. Hellwinkel as President of Hellwinkel Enterprises, Inc.**

Stephanie Hettrick  
Notary Public  
Printed Name: Stephanie Hettrick



My Commission Expires:  
April 5, 2006



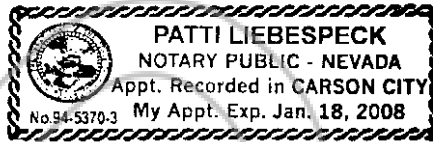
**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

NOTARY ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS.  
COUNTY OF Carson )

This instrument was acknowledged before me on October 22, 2004 by **Dennis Plummer**.

Patti Liebespeck  
Notary Public  
Printed Name: Patti Liebespeck



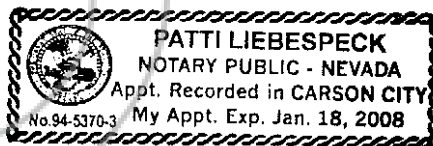
My Commission Expires:  
01-18-08

NOTARY ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS.  
COUNTY OF Carson )

This instrument was acknowledged before me on October 22, 2004 by **Eugene M. Tiehm**.

Patti Liebespeck  
Notary Public  
Printed Name: Patti Liebespeck



My Commission Expires:  
01-18-08

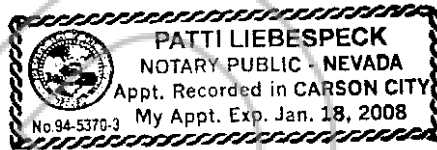
**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

NOTARY ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS.  
COUNTY OF Carson )

This instrument was acknowledged before me on October 22, 2004 by Mike Tichm as Managing Member of Carson Valley Chevrolet-Buick, LLC.

Patti Liebespeck  
Notary Public  
Printed Name: Patti Liebespeck



My Commission Expires:  
01-18-08

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LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

PARCEL 1:

All that certain real property situate within portions of the South one-half of the Southwest one-quarter (S 1/2 SW 1/4) of Section 29 and of the North one-half of the Northwest one-quarter (N 1/2 NW 1/4) of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

Parcel 1 and a portion of Parcel 2, as both parcels are shown on that certain Record of Survey Supporting a Boundary Line Adjustment for C.O.D. Garage Company, recorded December 18, 1991, in Book 1291, at Page 2744, as Document No. 267306 in the Official Records of Douglas County, Nevada, more particularly described as follows:

BEGINNING at a found gear spike at the northeasterly corner of Parcel 1 as shown on said Record of Survey, Document No. 267306;

thence South 26°40'24" West, 280.96 feet to a found 1/2" rebar tagged RCE 446;

thence continuing South 26°40'24" West, 104.52 feet;

thence South 49°54'02" West, 70.39 feet to the beginning of a nontangent curve concave to the southwest, said point being on the northerly right-of-way line of U.S. Highway 395;

thence, from a tangent bearing of North 40°05'58" West, along said northerly right-of-way line, 173.52 feet along the arc of said curve, having a radius of 572.00 feet and through a central angle of 17°22'51";

thence leaving said northerly right-of-way line, North 33°55'05" East, 51.97 feet to a found PK nail tagged PLS 3519 at the beginning of a nontangent curve concave to the south;

thence, from a tangent bearing of South 56°11'50" East,  
Continued on next page

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3.74 feet along the arc of said curve, having a radius of 618.28 feet and through a central angle of 00°20'48";

thence North 26°35'00" East, 73.32 feet;

thence North 63°25'00" West, 34.00 feet;

thence North 26°35'00" East, 236.07 feet to a found 5/8" rebar tagged PLS 6497;

thence North 63°25'00" West, 249.90 feet;

thence North 26°35'00" East, 132.00 feet;

thence South 53°03'13" East, 439.87 feet to a found 1/2" iron pipe with no cap or tag at the beginning of a nontangent curve concave to the northwest;

thence, from a tangent bearing of South 59°27'37" West, 8.19 feet along the arc of said curve, having a radius of 613.00 feet and through a central angle of 00°45'57" to a found 5/8" rebar tagged PLS 6497;

thence South 63°25'00" East, 41.07 feet to THE POINT OF BEGINNING.

Reference is made to Record of Survey recorded June 10, 2004 in Book 0604, Page 5297, as Document No. 615769.

ASSESSOR'S PARCEL NO. 1320-29-402-013

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 10, 2004, BOOK 0604, PAGE 5292, AS FILE NO. 615768, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

All that certain real property situate within portions of the South one-half of the Southwest one-quarter (S 1/2 SW 1/4) of Section 29 and the North one-half of the Northwest one-quarter (N 1/2 NW 1/4) of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

Continued on next page

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Order No. 040502597

A portion of Parcel 2, as shown on that certain Record of Survey Supporting a Boundary Line Adjustment for C.O.D. Garage Company, recorded December 18, 1991, in Book 1291, at Page 2744, as Document No. 267306 in the Official Records of Douglas County, Nevada, more particularly described as follows:

BEGINNING at a found 1/2" rebar tagged LS 1278 at the most easterly corner of Parcel 2 as shown on said Record of Survey, Document No. 267306;

thence South 58°38'00" West, 141.23 feet to a point on the northerly right-of-way line of U.S. Highway 395;

thence along said northerly right-of-way line, North 31°22'00" West, 81.34 feet to the beginning of a tangent curve concave to the southwest;

thence continuing along said northerly right-of-way line, 87.18 feet along the arc of said curve having a radius of 572.00 feet and through a central angle of 08°43'58";

thence leaving said northerly right-of-way line, North 49°54'02" East, 70.39 feet;

thence North 26°40'24" East, 104.52 feet to a found 1/2" rebar tagged RCE 446;

thence South 63°24'35" East, 89.03 feet to a found 1/2" rebar with no tag, at the beginning of a nontangent curve concave to the northeast;

thence, from a tangent bearing of South 05°18'27" West, 171.28 feet along the arc of said curve, having a radius of 293.42 and through a central angle of 33°26'44" to THE POINT OF BEGINNING.

Reference is made to Record of Survey recorded June 10, 2004 in Book 0604, Page 5297, as Document No. 615769.

ASSESSOR'S PARCEL NO. 1320-32-101-009

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 10, 2004, BOOK 0604, PAGE 5292, AS FILE NO.

Continued on next page

0627853

BK1004PG12059

Order No. 040502597

615768, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY,  
STATE OF NEVADA."

PARCEL 3:

A parcel of land in the Town of Minden, North of Highway 395 and East of Buckeye Lane (Sixth Street) and also being in the Southwest quarter of the Southwest quarter (Sw 1/4 SW 1/4) of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and more particularly described as follows:

COMMENCING at a point where the East side of Fourth Street in the Town of Minden continued would intersect the North boundary of U.S. Highway 395 and being North 26°35' East, 53.51 feet from the Minden Town Monument;

thence North 0°45' West, 68 feet to Point of Beginning;

thence along a curve to the left which has a radius of 845 feet, a chord bearing North 55°51'23" West, a distance of 86.17 feet;

thence North 63°25' West, 65 feet to a point on the Easterly line of the Bently Nevada Corporation land as shown in Deed recorded in Book 975, Page 929, as Document No. 83343 of Official Records;

thence along the Easterly line of the Bently land, North 26°35' East, a distance of 176.24 feet to a point on the Southerly line of Lot 3 in Block 3 of the North Addition to the Town of Minden;

thence along the Southerly line of Lots 3, 4 and 5 in Block 3 of the North Addition to the Town of Minden, in a Southeasterly direction, North 87°30' East a distance of 129.88 feet;

said point being the Southeast Corner of said Lot 5 in Block 3;

thence South 26°35' West, along the Westerly line of the C.O.D. Garage Company land as set forth in Deed recorded in Book 84, Page 510, as Document No. 51773, of Official Records, a distance of 176.76 feet;

Continued on next page

0627853

BK1004PG12060

Order No. 040502597

thence South 63°25' East a distance of 34 feet;

thence South 26°35' West a distance of 77.339 feet to True Point of Beginning.

ASSESSOR'S PARCEL NO. 1320-29-402-007

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 25, 2003, BOOK 0903, PAGE 13757, AS FILE NO. 591169, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS REFERENCED ABOVE AND EACH PARTY AGREES TO BE BOUND BY ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 15, 2004.**

**BORROWER / LESSOR / OWNER:**

Hellwinkel Family Limited Partnership

By: *Robert D. Hellwinkel*  
Robert D. Hellwinkel, General Partner

By: *Donald F. Hellwinkel*  
Donald F. Hellwinkel, Trustee of The Donald and  
Marlena Hellwinkel Trust, General Partner

By: *Marlena N. Hellwinkel*  
Marlena N. Hellwinkel, Trustee of The Donald and  
Marlena Hellwinkel Trust, General Partner

**TENANT / LESSEE:**

Carson Valley Chevrolet-Buick, LLC,  
a Nevada limited liability company

By: *Mike Tiehm*  
Mike Tiehm, Managing Member

*Dennis Plummer*  
Dennis Plummer

*Eugene M. Tiehm*  
Eugene M. Tiehm

**GUARANTOR / SUBLESSOR / LANDLORD:**

Hellwinkel Enterprises, Inc.

By: *Robert D. Hellwinkel*  
Robert D. Hellwinkel, President

**LENDER:**

Business Bank of Nevada

By: *Susan Potter*  
Susan Potter, Vice President



**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me on Oct. 26, 2004 by **Robert D. Hellwinkel as General Partner of Hellwinkel Family Limited Partnership**, and as **Hellwinkel Enterprises, Inc.**

Stephanie Hettrick  
Notary Public  
Printed Name: Stephanie Hettrick



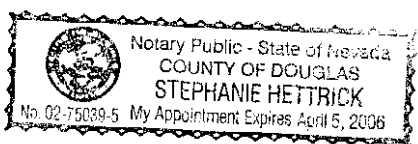
My Commission Expires:  
April 5, 2006

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me on Oct. 26, 2004 by **Donald F. Hellwinkel and Marlena N. Hellwinkel, Trustees of The Donald and Marlena Hellwinkel Trust as General Partner of Hellwinkel Family Limited Partnership.**

Stephanie Hettrick  
Notary Public  
Printed Name: Stephanie Hettrick



My Commission Expires:  
April 5, 2006

0627853  
BK1004PG12063

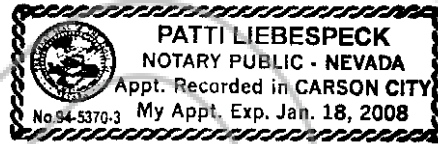
**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

NOTARY ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS.  
COUNTY OF Carson )

This instrument was acknowledged before me on October 22, 2004 by Dennis Plummer.

Patti Liebesspeck  
Notary Public  
Printed Name: Patti Liebesspeck



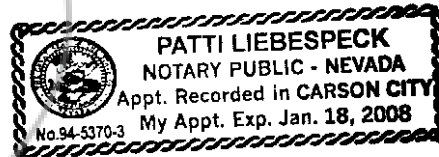
My Commission Expires:  
01-18-08

NOTARY ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS.  
COUNTY OF Carson )

This instrument was acknowledged before me on October 22, 2004 by Eugene M. Tiehm.

Patti Liebesspeck  
Notary Public  
Printed Name: Patti Liebesspeck



My Commission Expires:  
01-18-08

0627853

BK1004PG12064

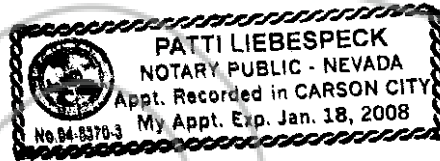
**SUBORDINATION OF EXISTING TENANT LEASE (Continued)**

**NOTARY ACKNOWLEDGMENT**

STATE OF Nevada )  
 ) SS.  
COUNTY OF Carson )

This instrument was acknowledged before me on October 22, 2004 by Mike Tichm as Managing Member of Carson Valley Chevrolet-Buick, LLC.

Patti Liebespeck  
Notary Public  
Printed Name: Patti Liebespeck



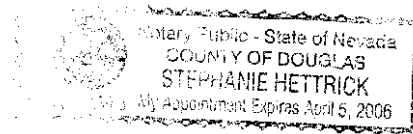
My Commission Expires:  
01-18-08

**NOTARY ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) SS.  
COUNTY OF Douglas )

This instrument was acknowledged before me on Oct. 26, 2004 by Susan Potter as Vice President of Business Bank of Nevada.

Stephanie Hettrick  
Notary Public  
Printed Name: Stephanie Hettrick



My Commission Expires:  
April 5, 2006