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OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0506 PG- 7646 RPTT: 0.00



WHEN RECORDED, RETURN TO
NEVADA STATE BANK
P.O. BOX 990
LAS VEGAS, NV 89125-0990

060800600

ESTOPPEL, CONSENT AND SUBORDINATION AGREEMENT

This Estoppel, Consent and Subordination Agreement (the "Agreement") is made and executed as of the 9th day of May, 2006 by and between Nevada State Bank, a State banking corporation, QTR Investments or Richard Clark or Ronald Clark ("Landlord") and Waltons, Incorporated ("Tenant").

RECITALS

A. Tenant has executed and entered into a Lease Agreement dated June 17, 2003, in which ("Landlord"), appears as "Lessor" and Tenant appears as "Lessee" (the "Lease"), which Lease relates to and encumbers a portion of the real property located in Douglas County, State of Nevada, together with the improvements now or hereafter located thereon ("the Property"), which Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. On the conditions that all Tenant's rights in the Property and the Lease (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a term mortgage loan (the "Loan") to Landlord, in the principal amount of \$ 660,000 to provide term financing for Landlord. In connection with the Loan, Landlord has or will be executing a Promissory Note, Term Loan Trust Deed, Assignment of Rents and Security Agreement (the "Trust Deed"), Term Loan Agreement (the "Loan Agreement"), Assignment of Lease for Security (the "Assignment"), and other documents required by Lender to evidence and/or secure Landlord's obligations under the Loan. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in the Loan Agreement.

AGREEMENT

In consideration of Lender's Making the Loan to Landlord, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. **Consent and Representations.** Tenant consents to the 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 Assignment. Furthermore, Tenant does hereby warrant and represent that:

(a) The Lease is the 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 alterations 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) That 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 an condition 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 pre-paid under the Lease at this time; and

(h) Tenant agrees not to assign, transfer, mortgage, or otherwise encumber the Lease Rights 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.** In the event that it should become necessary to foreclose the Trust Deed, Lender will not terminate the Lease nor, unless required in order to complete foreclosure proceedings, join Tenant in foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease, and the Lease will continue in full force and effect following any foreclosure until terminated in accordance with its terms or until it expires in accordance with its terms.

3. **No Personal Liability.** Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan.



4. Subordination of Loan Documents. The Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease.

5. Attornment. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Trust Deed, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

6. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

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

EXECUTED as of the day and year first above written

LENDER

NEVADA STATE BANK

By: *Janet Andraski*
Janet Andraski, Vice President

LANDLORD

QTR Investments or Ronald Hall

By: *Ronald K Hall*
Ronald Hall

TENANT

Waltons, Inc.

By: *Jimmy Dewey*



STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of MAY, 2006 by J. CHRISTEN of Nevada State Bank.

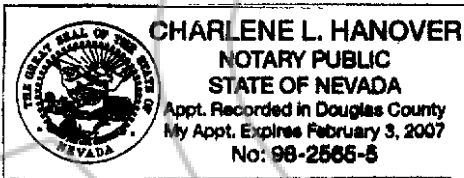


[Signature]
NOTARY PUBLIC

My Commission Expires:
JANUARY 13, 2008

STATE OF NEVADA)
 : SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of May, 2006 by Ron Hill (Landlord)

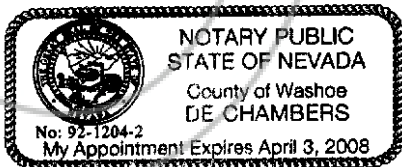


[Signature]
NOTARY PUBLIC

My Commission Expires:
2/3/2007

STATE OF NEVADA)
 : SS.
COUNTY OF WASHOE)

The foregoing instrument was acknowledged before me this 8th day of MAY, 2006 by Tammy Deernow (Tenant)



[Signature]
NOTARY PUBLIC

My Commission Expires:
APRIL 3, 2008

**EXHIBIT "A"
LEGAL DESCRIPTION**

Order No.: 060800600

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

Lots 11 through 16, in Block I, as shown on the map of TOWN
OF MINDEN, filed in the Office of the County Recorder of
Douglas County, Nevada, on July 2, 1906, as Document No.
20840.

Assessors Parcel No. 1320-32-111-019