

APN: 1320-08-410-038

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
Wealth Custom Credit  
P.O. Box 3086  
Winston-Salem, NC 27101



10461800R 2

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT is entered into as of March 20, 2012, by and between TUMBLEWEEDS 4 KIDS, INC., a Nevada corporation ("Lessee"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

**RECITALS**

A. Bank has extended credit or may hereafter extend credit to DAVID B. DAVIS and SHARON LYNN DAVIS, TRUSTEES OF THE DAVIS FAMILY TRUST DATED MAY 4, 1992, AS AMENDED (collectively, "Borrower") secured, in whole or in part, by a Deed of Trust and Assignment of Rents and Leases (the "Deed of Trust") covering that certain real property



situated in Douglas County, Nevada, and described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Lessee leases a portion of the Property pursuant to a lease entered into between Lessee and Borrower (as Davis Family Trust, dated May 4, 1992) (hereinafter, in such capacity, "Lessor") dated on or about September 29, 2010 (the "Lease"). It is a condition of Bank's agreement to extend or continue credit to Borrower secured by the Property that the security of the Deed of Trust be and at all times remain a lien or charge on the Property prior and superior to the rights of Lessee under the Lease

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT. Lessee hereby covenants and agrees that, so long as the Deed of Trust remains in force and effect:

(a) Priority of Deed of Trust. The Deed of Trust and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien or charge on the Property prior and superior to the Lease.

(b) No Modification, Termination or Cancellation. Lessee shall not consent to any modification, termination or cancellation of the Lease without Bank's prior written consent.

(c) Notice of Default. Lessee shall notify Bank in writing concurrently with any notice given to Lessor of any breach of or default by Lessor under the Lease. Lessee agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below, and Lessee shall not declare a default of the Lease, as to Bank, if Bank cures such breach or default within sixty (60) days after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided however, that if such breach or default cannot with diligence be cured by Bank within such sixty (60) day period, the commencement of action by Bank within such sixty (60) day period to remedy the same shall be deemed sufficient so long as Bank pursues such cure with diligence.

(d) No Advance Rents. Lessee shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(e) Assignment of Rents. Upon receipt by Lessee of written notice from Bank that Bank has elected to terminate the license granted to Lessor to collect rents, as provided in the Deed



of Trust, and directing Lessee to make payment thereof to Bank, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor or Borrower is in default under any obligations to Bank.

2. **ATTORNNMENT.** If Bank or any other transferee acquires Lessor's right, title and interest in and to the Property pursuant to a judicial or non-judicial foreclosure of the Deed of Trust or a deed in lieu thereof or in any other manner whereby Bank or other transferee succeeds to the interest of Lessor under the Lease, Lessee agrees as follows for the benefit of Bank or other transferee:

(a) **Payment of Rent.** Lessee shall pay to Bank or other transferee all rental payments required to be made by Lessee pursuant to the terms of the Lease for the remaining term thereof.

(b) **Continuation of Performance.** Lessee shall be bound to Bank or other transferee in accordance with all of the terms of the Lease for the remaining term thereof, and Lessee hereby attorns to Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further Instrument immediately upon Bank or such transferee succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee.

(c) **No Offset.** Neither Bank nor such transferee shall be liable for, or subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor as the prior lessor under the Lease, or for the return of any sums which Lessee may have paid to Lessor as the prior lessor under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Bank or such transferee.

(d) **Subsequent Transfer.** If Bank or such transferee, by succeeding to Lessor's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Bank or such transferee. Lessee hereby agrees that any entity or person which at any time hereafter becomes the lessor under the Lease, including, without limitation, Bank, as a result of Bank's exercise of its rights under the Deed of Trust, or a purchaser from Bank, shall be liable only for the performance of the obligations of the lessor under the Lease which arise and accrue during the period of such entity's or person's ownership of the Property.

3. **NON-DISTURBANCE.** In the event of a foreclosure of the Deed of Trust, or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Lessor under the Lease, so long as there shall then exist no breach, default or event of default by Lessee under the Lease, (a) the leasehold interest of Lessee shall not be extinguished or terminated by reason of such foreclosure, (b) the Lease shall continue in full



force and effect, and (c) Bank and its successors-in-interest shall recognize and accept Lessee as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement.

4. ESTOPPEL. Lessee acknowledges and represents that:

(a) Lease Effective. The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding, and there have been no amendments, modifications or additions to the Lease (written or oral), other than those included in the Lease definition set forth above. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property, and Lessee claims no rights to the Property other than as set forth in the Lease.

(b) Full Possession; No Default. As of the date hereof and to the best of Lessee's knowledge, (i) Lessee is in full possession of the property leased under the Lease, with all conditions to its occupancy having been fully satisfied, (ii) all work to be performed by Lessor under the Lease has been fully completed and accepted by Lessee, (iii) there exists no breach of or default under the Lease, nor any condition, act or event which with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (iv) there are no existing claims, defenses or offsets against rental due or to become due under the terms of the Lease.

(c) No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except that Lessee has delivered to Lessor a security deposit in the amount of \$8,006.50.

(d) No Purchase Option or Refusal Rights. Lessee does not have any option or preferential right to purchase all or any part of the Property.

(e) Current Rent. Lessee represents current monthly rent is \$4,743.36 plus \$1,067.31 for CAM charges for a total of \$5,810.67.



5. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Bank and Borrower, Lessor or any other person or entity.

(b) Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Lessee, Lessor or any other person or entity.

(c) Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth below its signature, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.

(d) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

(e) Borrower; Lessor. If Borrower and Lessor are the same, each reference in this Agreement to Borrower or Lessor shall be deemed a reference to said person or entity in its respective capacity.

(f) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of the State of Nevada.

(g) Acknowledgments of Lessee. Lessee acknowledges that it has such information with respect to any credit extended by Bank to Borrower, and all loan documents executed in



connection therewith, as Lessee deems necessary to enter into this Agreement. Lessee further agrees that Bank is under no obligation or duty to, nor has Bank represented that it has or will, see to the application of the proceeds of any such credit by any person or entity.

(h) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

(j) Rights Cumulative: Conflicts with Lease. None of the rights or remedies afforded to Bank herein shall in any way limit the other rights or remedies provided to Bank as a "mortgagee" or "beneficiary" under the terms of the Lease, all of which shall be cumulative to Bank. In the event of any conflict between a right or remedy provided herein and one afforded to Bank under the Lease, the right or remedy most favorable to Bank, as determined by Bank in its sole and absolute discretion, shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.



LESSEE:

TUMBLEWEEDS 4 KIDS, INC.,  
a Nevada corporation

By: Nicole Warren  
Name: Nicole Warren  
Title: Owner

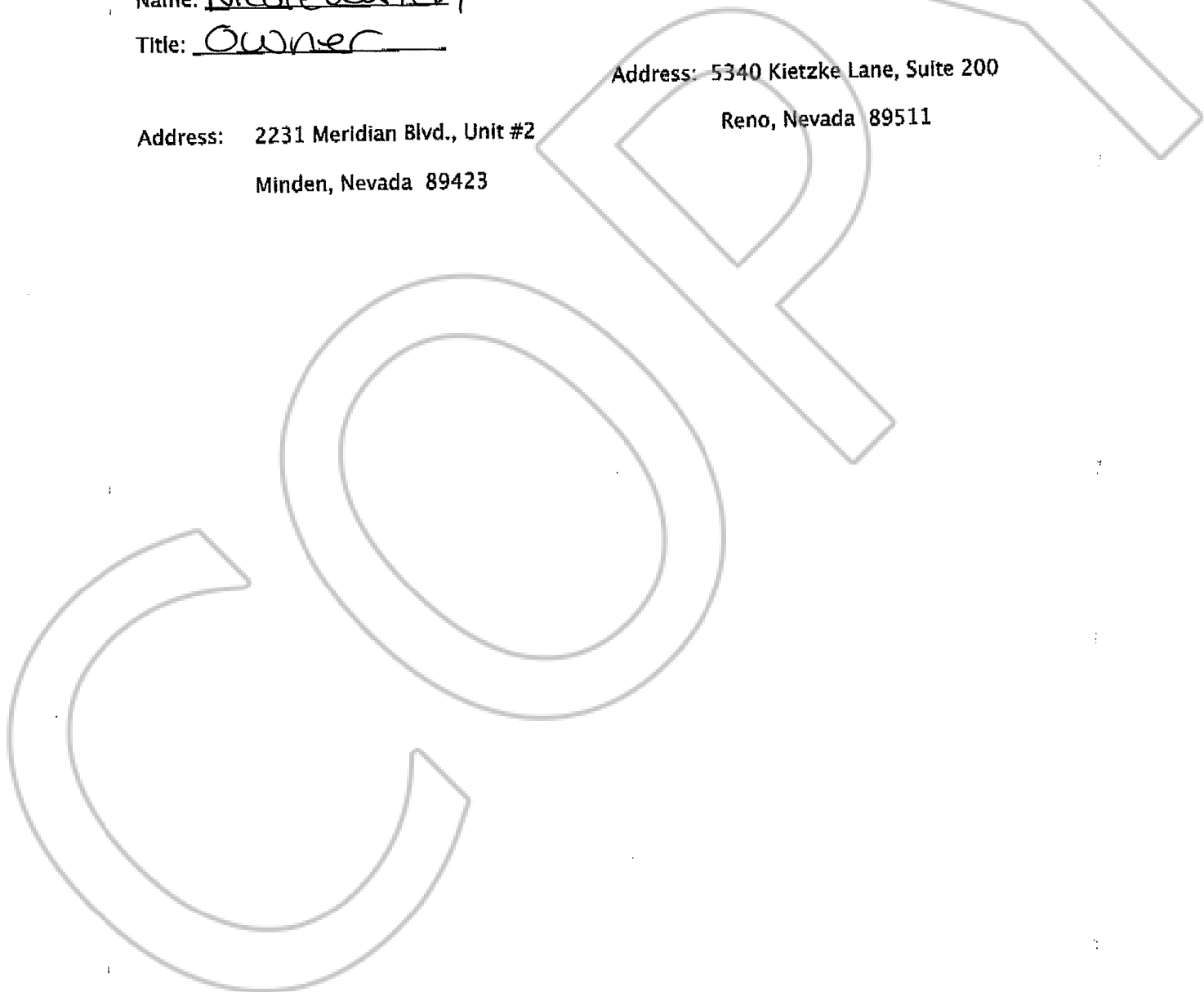
Address: 2231 Meridian Blvd., Unit #2  
Minden, Nevada 89423

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]  
Name: Frank Self  
Title: Private Banker

Address: 5340 Kietzke Lane, Suite 200  
Reno, Nevada 89511





STATE OF NEVADA )

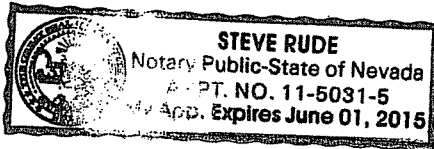
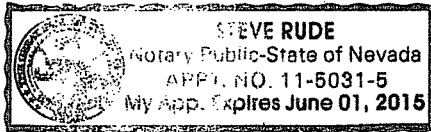
)ss.

COUNTY OF WASHOE )

This instrument was acknowledged before me on March 20, 2012, by 2012 as Travis Self of Wells Fargo Bank, National Association.

Notary Public

My Commission Expires: June 01, 2015



STATE OF Nevada )

)ss.

COUNTY OF Douglas )

This instrument was acknowledged before me on March 20, 2012, by Nicole Warren as Owner of Tumbleweeds 4 Kids, Inc., a Nevada corporation.

Notary Public

My Commission Expires: June 01, 2015

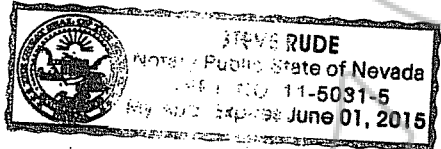
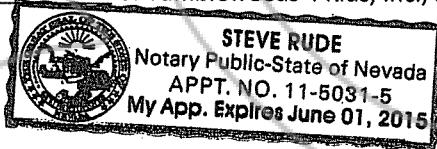






EXHIBIT A  
TO  
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**LEGAL DESCRIPTION**

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

All that portion of Block "B" of Meridian Business Park, Phase 1 as shown on that Record of Survey no. 4 for Meridian Business Park, filed in the office of the County Recorder of Douglas County, State of Nevada on April 12, 1990 in Book 490, Page 1654, as Document No. 223821, more particularly described as follows:

Beginning at the Southwest corner of Parcel 1 as shown on Record of Survey No. 4;

Thence North 89°46'14" East 332.38 feet;

Thence South 00°13'46" East 107.05 feet;

Thence South 01°38'01" West 236.04 feet;

Thence South 87°44'13" West 213.98 feet

Thence West 296.43 feet;

Thence along a tangent curve to the left with a radius of 356.76 feet, a central angle of 18°35'18" and an arc length of 115.74 feet to the point of Beginning.

Reference is made to Record of Survey filed November 17, 1997. File No. 426476.

Document Number 570085 is provided pursuant to the requirements of NRS 111.312