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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

INTERVEST - Mortgage Investment Company

Attn: Brenda Lund

5005 S.W. Meadows Road, Suite 400

Lake Oswego, OR 97035

CHICAGO TITLE COMPANY

IC38049

Document Title: Subordination, Nondisturbance, Attornment Agreement  
and Estoppel Certificate

Reference Number of

Document Subordinated: 200507130050 and 200605040053

Lessor: College Way Retail LLC, a Washington LLC

Lessee: AutoZone Development Corporation, a Nevada corporation

Lender: Intervest - Mortgage Investment Company

Legal Description: A complete legal description is attached as Exhibit "A".

Assessor's Property Tax Parcel/Account Number: 340417-0-057-0009

SUBORDINATION, NONDISTURBANCE,  
ATTORNMENT AGREEMENT AND  
ESTOPPEL CERTIFICATE

THIS AGREEMENT is made this 4 day of APRIL, 2006,  
between AutoZone Development Corporation, a Nevada corporation (hereinafter  
called "Tenant") INTERVEST - MORTGAGE INVESTMENT COMPANY  
(hereinafter called "Lender"), and College Way Retail LLC, A Washington LLC  
(hereinafter called "Landlord").

WITNESSETH:

WHEREAS, Tenant has entered into a lease dated June 29, 2005, (the "Lease") with Landlord covering a portion of the premises (the "Premises") described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lender has agreed to make a loan to Landlord secured by a deed of trust, (hereinafter referred to as "Deed of Trust"); provided, however, that said Lease is subordinate to the lien of the Deed of Trust; and

WHEREAS, Lender has been requested by Tenant and by Landlord to enter into a nondisturbance agreement with Tenant;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

**Estoppel Certificate:** Tenant hereby confirms and certifies to Lender the following:

1. That it has not yet accepted possession of the Premises described in the Lease, however the Lease is in full force and effect.
2. That the improvements and space required to be furnished according to the Lease are under construction.
3. That the Lease has not been modified, altered or amended.
4. That to the best of Tenant's knowledge, as of the date hereof there are no offsets or credits against rentals and no claims or defenses to enforcement of the Lease, nor have rentals been prepaid except as provided by the Lease terms.
5. The term of the Lease is 15 years (180 months). The primary term of the Lease expires 15 years after the Commencement Date. Tenant is not obligated to pay a security deposit.
6. Nothing in this estoppel certificate is to bar a claim by Tenant on account of default by Landlord that is unknown to Tenant as of the date hereof.



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7. The rental for said term is due and payable on the first day of each month for the period from commencement date to termination date. Base rent for said premises is as follows:

Years 1- 5	\$5,708.33
Years 6 -10	\$6,279.17
Years 11 – 15	\$6,907.08 .

**Subordination:** The Lease and any extensions, renewals, or modifications thereof, and all of the right, title and interest of Tenant in and to said Premises, shall be subject and subordinate to the Deed of Trust and to all of the terms and conditions contained herein, and to any renewals, modifications, replacements, consolidations and extensions thereof.

**Nondisturbance:** Lender consents to the Lease and, in the event of foreclosure of the Deed of Trust, or in the event Lender comes into possession or acquires title to the Premises as a result of any other means, Lender agrees to recognize Tenant and further agrees that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord to terminate the Lease under its terms.

**Attornment:** Tenant and Lender hereby agree as follows:

1. That if the interest of Landlord in the Premises shall be transferred to and owned by Lender, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term remaining, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of Landlord in the Premises without the execution of any further instruments on the part of any of the parties hereto.

2. In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender, and Lender shall have the right (but not the obligation) to cure such default.



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3. Tenant agrees that without the written consent of Lender it will not (a) modify, extend or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one month in advance; (c) accept Landlord's waiver of, or release from the performance of any obligations under the Lease.

4. Should Lender advise Tenant that Landlord is in default in the indebtedness to Lender and request that payment of all future rentals be made directly to Lender, Tenant agrees that it shall make all future rental payments under the Lease directly to Lender until instructed otherwise by Lender. Landlord specifically acknowledges Lender's right to collect rent under such circumstances and authorizes Tenant to comply with Lender's exercise of this right.

IN WITNESS WHEREOF the parties hereto have placed their hands and seals the day and year first above written.

TENANT: AUTOZONE DEVELOPMENT CORPORATION

By: [Signature]

Its: Vice President

By: [Signature]

Its: Executive Vice President

APPROVED, VERIFIED AND PASSED FOR SIGNING

[Signature]

LENDER: INTERVEST - MORTGAGE INVESTMENT CO.

By: David Clay

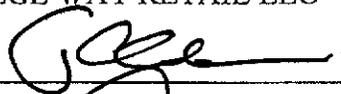
Its: Senior Vice Pres



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LANDLORD: COLLEGE WAY RETAIL LLC

By: 

Its: Manager

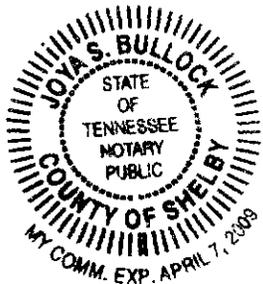


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County of Shelby )  
 ) ss.  
State of Tennessee )

I certify that I know or have satisfactory evidence that Wm. David Gilmore is the person who appeared before me, and said person acknowledged that he was authorized to sign this instrument as Vice President of AUTOZONE DEVELOPMENT CORPORATION, and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: March 24, 2006.

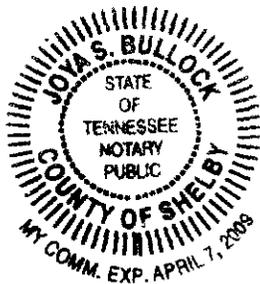


Joy S. Bulluck  
Notary Public in and for the State of  
Tennessee, residing at \_\_\_\_\_  
My appointment expires: 4-7-09

County of Shelby )  
 ) ss.  
State of Tennessee )

I certify that I know or have satisfactory evidence that Robert D. Olsen is the person who appeared before me, and said person acknowledged that he was authorized to sign this instrument as Executive Vice President of AUTOZONE DEVELOPMENT CORPORATION, and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: March 24, 2006.



Joy S. Bulluck  
Notary Public in and for the State of  
Tennessee, residing at \_\_\_\_\_  
My appointment expires: 4-7-09

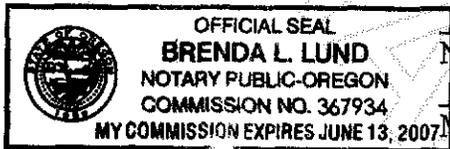


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State of Oregon )  
 ) ss.  
County of Clackamas )

I certify that I know or have satisfactory evidence that DAVID CLAY personally appeared before me, and on oath stated that he was authorized to execute the instrument and acknowledged it, as SENIOR VICE PRESIDENT of INTERVEST - MORTGAGE INVESTMENT CO., to be the free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

DATED: April 4, 2006.

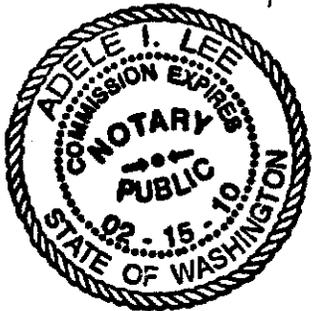


Brenda L. Lund  
Notary Public in and for the State of  
OREGON, residing at WILSONVILLE  
My appointment expires: 6/13/07

State of Washington )  
 ) ss.  
County of King )

I certify that I know or have satisfactory evidence that John Graham is the person who appeared before me, and said person acknowledged that he/she was authorized to sign this instrument as Manager of COLLEGE WAY RETAIL LLC acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: April 3, 2006.



Adele I. Lee  
Notary Public in and for the State of  
Washington, residing at Lynnwood  
My appointment expires: 2-15-2010



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EXHIBIT "A"

That portion of the Northwest Quarter of the Southwest Quarter of Section 17, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point where the South right-of-way line of the Furber Road No. 208, now known as State Route 538, as said road existed on August 25, 1921, intersects the West right-of-way line of the Great Northern Railway Company, the said point being 30 feet South and 1,158.95 feet East along the East and West center line from the West Quarter corner of Section 17, Township 34 North, Range 4 East of the Willamette Meridian;

thence South  $58^{\circ}41'$  West along the West line of the right-of-way of the Great Northern Railway Company a distance of 759.6 feet, more or less, to the North line of the South Half of the Northwest Quarter of the Southwest Quarter of said Section 17;

thence West along said North line a distance of 63.5 feet, more or less, to the East line of the right-of-way of the Pacific Northwest Traction Co.;

thence North along the East line of the right-of-way of the Pacific Northwest Traction Co. a distance of 654.4 feet, more or less, to the South line of the right-of-way of said Furber Road No. 208;

thence East along the South line of said right-of-way of said Furber Road No. 208 a distance of 368.61 feet to the point of beginning;

Except that portion conveyed to the State of Washington for highway purposes by deed recorded July 30, 1951, under Auditor's File No. 463811, records of Skagit County, Washington;

Also except all portion of said premises lying Northerly of a line drawn parallel with and 40 feet Southerly of, when measured at right angles to, the SR 538 survey line of SR 538, Jct. SR 5 to Laventure Road, as conveyed by right-of-way deed recorded on September 13, 1991, under Auditor's File No. 9109130066, records of Skagit County, Washington;

Situated in Skagit County, Washington.



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