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OFFICIAL RECORD

Requested By:
OLD REPUBLIC

Parcel Numbers: 142006602015
142006602023
142006602028
142006602031

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 9 Fee: 47.00
BK-0411 PG- 0796 RPIT: 0.00



**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
DATED 12-01-2010**

Recording Requested by:

Old Republic National Title Insurance Company
10655 Park Run Drive, Suite 130
Las Vegas, NV 89144

Return to:

Old Republic National Title Insurance Company
✓ 10655 Park Run Drive, Suite 130
Las Vegas, NV 89144

This page added to provide additional information required by NRS 111.312

This cover page must be typed or printed clearly in black ink only.

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

THIS AGREEMENT, dated as of the ^{15th} day of ^{December} ~~November~~ 2010, is executed by and among **Deutsche Bank Trust Company Americas** as lender ("Lender") whose address is **280 Park Avenue, Floor 4E, New York, New York 10017, Attention: David C. Williams, Director**, and **Marshalls of MA, Inc.** as tenant ("Tenant"), who both agree as follows:

WITNESSETH

WHEREAS, Tenant is a party to a certain Lease, dated **October 1, 2002**, (hereinafter referred to as the "Lease") with **Carson Valley Plaza, L.L.C.**, as landlord (hereinafter referred to as "Landlord") covering certain premises more fully described in said Lease (hereinafter referred to as "Demised Premises") located at **Carson Valley Plaza, 911 Topsy Lane, Carson City, NV 89705**;

WHEREAS, Landlord is the owner and holder of Landlord's interest pursuant to the Lease;

WHEREAS, the Demised Premises are part of a shopping center located at **Carson Valley Plaza, 911 Topsy Lane, Carson City, NV 89705**, as described further in Exhibit A, a copy of which is attached hereto (hereinafter referred to as "Property");

WHEREAS, Lender is or intends to be the owner and holder of a Mortgage made or to be made by Landlord to Lender and encumbering the Property (hereinafter referred to as "Mortgage"); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Tenant and Lender hereby covenant and agree that the lien of, but not the terms and provisions of, the Lease shall be, and the same hereby is, made subordinate to the lien of, but not the terms and provisions of, the Mortgage and to all advances made thereunder;

2. In consideration of the agreements of Lender contained herein, Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person claiming under said holder, as its landlord under the terms of said Lease;

3. In consideration of the agreements of Tenant contained herein, Lender consents to said Lease and agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the provisions of said Lease and the holder of such Mortgage or any person claiming thereunder shall be bound to Tenant 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 effected in accordance with any option therefor in the Lease with the same force and effect as if the holder of such Mortgage or any person claiming thereunder were the Landlord under the Lease;

4. Lender and Tenant hereby acknowledge and represent to each other that the individuals executing this Agreement below are duly authorized by the Lender and Tenant respectively; and

5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WITNESS:

LENDER

Deutsche Bank Trust Company Americas

Name _____
Title _____

WITNESSES AS TO BOTH:

TENANT

Marshalls of MA, Inc.

Ann McCauley

By: *Ann McCauley*
Ann McCauley
Its: Secretary

Mary B. Reynolds

By: *Mary B. Reynolds*
Mary B. Reynolds
Its: Vice President/Treasurer

5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WITNESS:

LENDER

Deutsche Bank Trust Company Americas

[Signature]
COLEY KOZAK

Name [Signature]
Title David C. Williams
Director

[Signature]

WITNESSES AS TO BOTH:

TENANT

Marshalls of MA, Inc.

Marcy Morgan
Director

[Signature]

By: [Signature]
Ann McCauley
Its: Secretary

[Signature]

By: [Signature]
Mary B. Reynolds
Its: Vice President/Treasurer

STATE OF NY
COUNTY OF NY : ss.

On the 1 day of Dec, 2010, before me, the undersigned, a notary public in and for said state, personally appeared DAVID WILLIAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

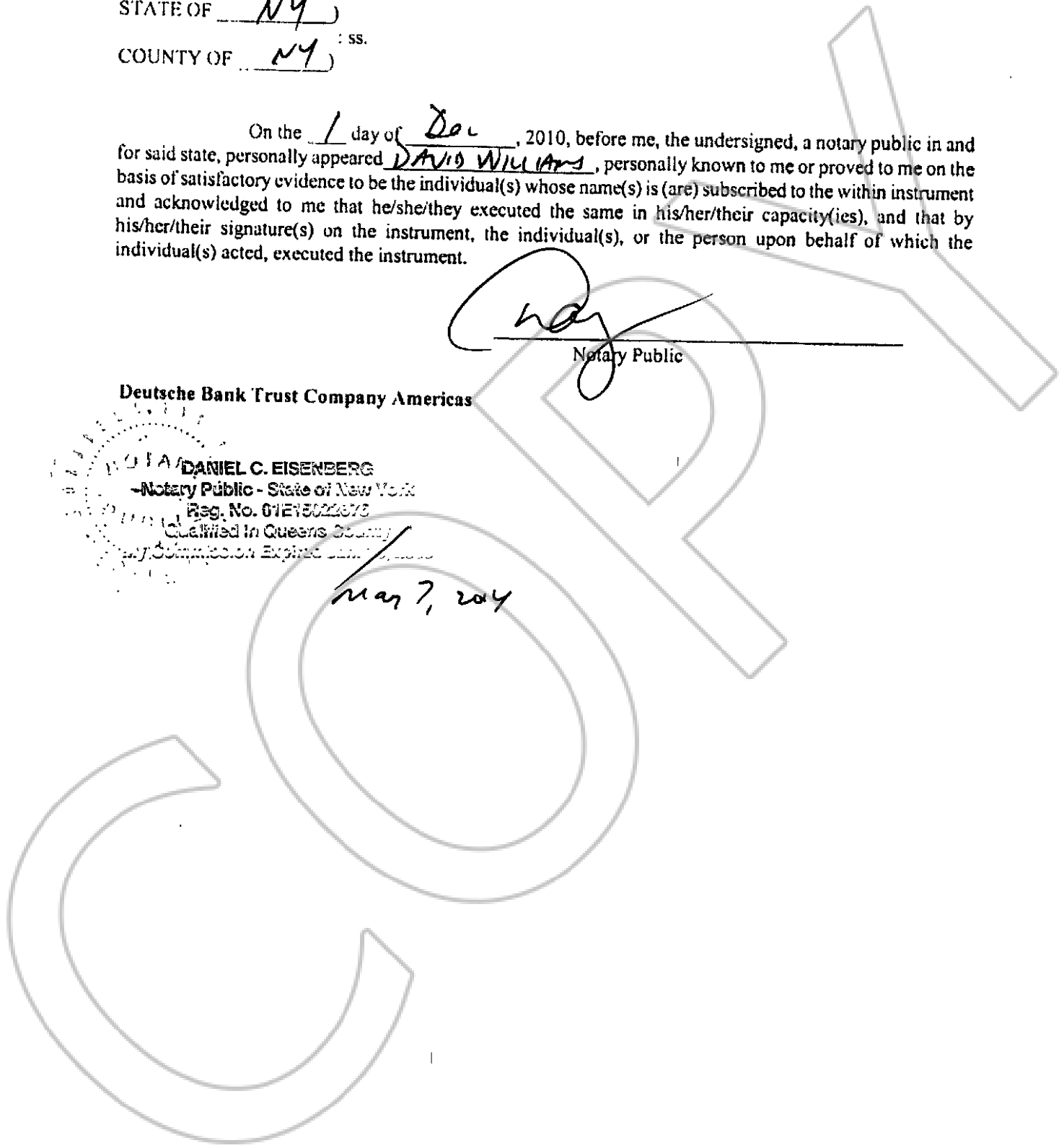
[Signature]

Notary Public

Deutsche Bank Trust Company Americas

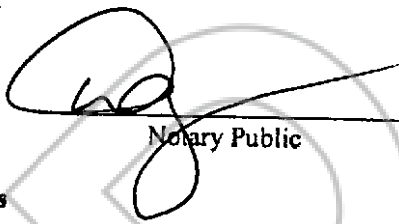
DANIEL C. EISENBERG
-Notary Public - State of New York
Reg. No. 01E15022873
Qualified in Queens County
My Commission Expires 12/31/2012

May 7, 2011



STATE OF NY
COUNTY OF NY : ss.

On the 1 day of Dec, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Mordecai Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

Deutsche Bank Trust Company Americas

DANIEL C. EISENBERG
Notary Public - State of New York
Reg. No. 01E15021673
Qualified in Queens County
My Commission Expires Jan. 15, 2013

May 7, 2014

LENDER'S ACKNOWLEDGMENT

STATE OF)
) SS.
CITY/COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____ and _____ on behalf of _____.

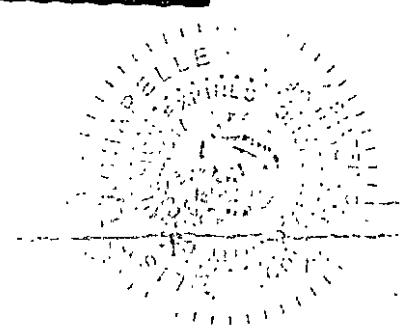
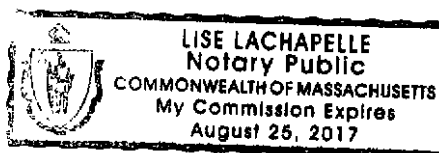
Notary Public
My Commission Expires:

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 4th day of November, 2010 by Ann McCauley, Secretary and Mary B. Reynolds, Vice President/Treasurer, of Marshalls of MA, Inc. on behalf of the corporation.

Lise Lachapelle
Notary Public
My Commission Expires:



SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain twenty eight thousand (28,000) square feet of floor area having a frontage of one hundred forty (140) feet and other dimensions as shown upon the plan attached hereto (the "Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion, however, Tenant agrees that it will not unreasonably withhold its consent to changes to that portion of the Shopping Center which are not located in the area labeled "Tenant's Critical Area" on the Lease Plan. In no event, however, shall any such changes adversely affect the visibility of Tenant's storefront or signs or accessibility of the Demised Premises to and from any other portion of the Shopping Center or the Main Streets. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B. If, after completion of Landlord's Construction Work, the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Carson Valley Plaza Shopping Center (the "Shopping Center"), to be constructed by Landlord as herein provided, at the southwest corner of the intersection of Topsy Lane and U.S. Highway 395 (said Topsy Lane and U.S. Highway 395, together with the Vista Grande Boulevard Extension, herein collectively referred to as "the Main Streets") in Douglas County, Nevada and near Carson Valley, Nevada. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, more particularly described as follows:

(LEGAL DESCRIPTION)

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

The Southeast ¼ of the Southeast ¼ of the Southwest ¼ of the Northeast ¼, and also the Southwest ¼ of the Southwest ¼ of the Southeast ¼ of the Northeast ¼ of Section 6, Township 14 North, Range 20 East, M.D.B. & M, excepting therefrom any portion lying within the boundaries of U.S. Highway 395.

Said lands are set forth on Record of Survey for Douglas County, State of Nevada recorded April 10, 2000 in Book 0400, Page 1314 as Document No. 489613 and amended on July 11, 2000 in Book 0700, Page 1320 as Document No. 495561, of Official Records

PARCEL 1

The Northwest ¼ of the Northwest ¼ of the Southeast ¼, of the Northeast ¼ and the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of the Northeast ¼ of Section 6 Township 14 North, Range. 20 East, M.D.M.

EXCEPTING therefrom any portion lying within the boundaries of U.S. Highway 395

Said lands are set forth on record of survey recorded February 26, 1998 in Book 298 of Official Records at Page 4977, Douglas County, Nevada as Document No. 433544.

PARCEL 2

The Southeast ¼ of the Northeast ¼ of the Southwest ¼ of Northeast ¼, AND the Southwest ¼ of the Northwest ¼ of the Southeast ¼ of the Northeast ¼ of Section 6, Township 14 North, Range 20 East, M.D.B.&M.

EXCEPTING therefrom any portion lying within the boundaries of U.S. Highway 395.

Said lands are set forth on Record of Survey recorded February 26, 1998 in Book 298 of Official Records at Page 4977, Douglas County, Nevada, as Document No. 433544, and Record of Survey recorded April 10, 2000, in Book 0400 of Official Records at Page 1314, Douglas County, Nevada, as Document No. 489613

PARCEL 3

The Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, M.D.M.

PARCEL 4

The Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, M.D.M.

PARCEL 5

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 6

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 7

The Northwest 1/4 of the, Northeast 1/4, of the Southwest 1/4, of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded February 26, 1998 in Book 298 of Official Records at Page 4977, Douglas County, Nevada as Document No. 433544.

PARCEL 8

The West 1/2 of the West 1/2 of the West 1/2 of Lot 1 of the Northeast quarter, of Section 6, Township 14 North, Range 20 East, M.D.M.

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.

PARCEL 9

The Southwest 1/4 of the Northeast 1/4 of the West half of Lot 1 of the Northeast 1/4, the North half of the Southeast 1/4, of the West half of Lot 1 of the Northeast 1/4, Southwest 1/4 of the Southeast 1/4 of the West half of Lot 1 of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of the East half of Lot 1 of the Northeast 1/4, of Section 6, Township 14 North, Range 20 East, M.D.M.

Excepting therefrom any portion lying within the boundaries of U.S. Highway 395

Said lands are set forth on record of survey recorded November 13, 1997 in Book 1197 of Official Records at Page 1162, Douglas County, Nevada as Document No. 425734.