

APN No. 1420-06-502-016

WHEN RECORDED, MAIL TO:

U.S. Bank National Association
229 Kingsbury Grade
Stateline, Nevada 89449



The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

Do 109825270

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

THIS AGREEMENT is made as of the 25th day of July, 2012, by and between U.S. BANK NATIONAL ASSOCIATION ("Lender"), and ***SUBWAY REAL ESTATE CORP** ("Tenant"), with the consent of **CLEAR CREEK PLAZA, LLC**, a Nevada corporation ("Landlord").

***SUBWAY REAL ESTATE, LLC, SUCCESSOR IN INTEREST TO.**

RECITALS:

A. Tenant, by lease dated JULY 25, 200⁵, has leased a portion of the real property (the "Property") in Douglas County, Nevada, described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

B. Landlord has requested Lender to make a loan (the "Loan"), secured by Deed of Trust (the "Deed of Trust") encumbering the Property, including the portion thereof leased to Tenant (the "Premises").

C. Lender is willing to make the loan provided Landlord and Tenant execute this Agreement.

*g
yes*



A G R E E M E N T :

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained, and in order to induce Lender to make the Loan, Tenant and Lender hereby agree and covenant as follows:

1. **Non-Disturbance.** So long as no default exists, nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord under the Lease to terminate the Lease or would cause, without any further action of Landlord, the termination of the lease or would entitle Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession, or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner in any foreclosure, or any action or proceeding instituted under or in any connection with the Deed of Trust, or in case the Beneficiary of the Deed of Trust takes possession of the Premises subject to the Deed of Trust pursuant to any provision of the Deed of Trust, unless the Landlord would have had the right if the Deed of Trust had not been made, except that the person acquiring the interests of the Landlord as a result of any action or proceeding, or by deed in lieu of foreclosure, his successors or assigns (herein called the "Purchaser"), shall not be (a) liable for any act or omission of any prior landlord; or (b) subject to any offsets or defenses which Tenant might have against any prior landlord; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (d) bound by any amendment or modification of the Lease made without the prior written consent of the Beneficiary of the Deed of Trust, **EXCEPT AS OTHERWISE SET FORTH IN THE LEASE .**

*** MATERIAL**

2. **Attornment.** If the interests of the Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Deed of Trust, Tenant shall be bound to the Purchaser 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 affected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to the Purchaser, as its landlord, the attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Purchaser upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein except as herein otherwise expressly provided.

3. **Subordination.** The Lease now is and shall at all times continue to be, subject and subordinate in each and every respect to the Deed of Trust and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust.

4. **Modification; Successors.** This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties, or their respective successors in



interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

U.S. BANK NATIONAL ASSOCIATION

By: *Craig Schorr*
CRAIG B. SCHORR
Its: **Commercial Relationship Officer**

"Lender"

**SUBWAY REAL ESTATE, LLC, SUCCESSOR IN INTEREST TO-
SUBWAY REAL ESTATE CORP.**
By: *[Signature]*
Its: **Ernest A. Oliver, Jr.**
Manager

"Tenant"

**CLEAR CREEK PLAZA LLC., a
Nevada limited liability company**
Edgar S. Roberts
By: *Edgar S. Roberts* *as atty. in fact*
EDGAR S. ROBERTS
Managing Member

"Landlord"



STATE OF Nevada)
) ss.
COUNTY OF Carson)

This instrument was acknowledged before me on September 11, 2012, by Craig B. Schorr, as Commercial Relationship Officer of U.S. Bank National Association.



Heather Castillo
Notary Public
My Commission Expires: 11/09/2013

STATE OF CONNECTICUT)
) ss. MILFORD
COUNTY OF NEW HAVEN)

This instrument was acknowledged before me on JULY 20, 2012, by ERNEST A. OLIVER, JR, as MANAGER of Subway Real Estate Corp.

* SUBWAY REAL ESTATE, LLC, SUCCESSOR IN INTEREST TO -



Janice M. Trowbridge
NOTARY PUBLIC
State of Connecticut
My Commission Expires
January 31, 2014

Janice M. Trowbridge
Notary Public
My Commission Expires: January 31, 2014

STATE OF NEVADA)
) ss.
COUNTY OF CARSON)

This instrument was acknowledged before me on September 10, 2012, by Edgar S. Roberts, as Managing Member of Clear Creek Plaza, LLC.

Yvonne Roberts-Saccoman
as attorney in fact

Nina Wright
Notary Public
My Commission Expires: 2/2/2015

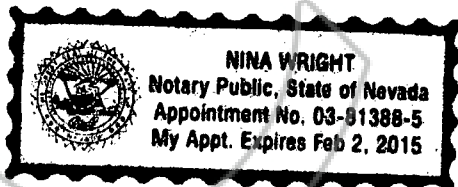




EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property situated in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

A parcel of land located within the West one-half of Government Lot 2 of Section 6 and within Government Lots 7 and 14, westerly U.S. Highway 395 of Section 6, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the North one-sixteenth corner (CC N 1/16) of said Section 6, a found 5/8" rebar with aluminum cap PLS 3519, shown as the Southwest corner of 13-210-04 on the Amended Record of Survey for Douglas County #32 recorded July 11, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 495661; thence along the westerly line of said West one-half of Government Lot 2, North 00°15'54" East, 833.43 feet to the point of beginning; thence continuing along said westerly line, North 00°15'54" East, 82.34 feet; thence North 78°12'09" East, 1,348.97 feet; thence along the easterly line of said West one-half of Government Lot 7, North 89°35'11" East, 00°21'09" West, 186.13 feet; thence along the northerly line of said Government Lot 7; thence along the East line of said Government Lot 7, South 00°19'55" West, 15.71 feet to a point on the westerly right-of-way of U.S. Highway 395; thence along said westerly right-of-way, South 07°48'25" West, 358.78 feet; thence North 89°44'06" West, 268.76 feet; thence along the arc of a curve to the left having a radius of 24.50 feet, central angle of 90°00'00", and an arc length of 38.48 feet; thence non-tangent to the preceding course, North 00°15'54" East, 170.04 feet; thence along the arc of a curve to the left having a radius of 55.50 feet, central angle of 90°00'00", and arc length of 87.18 feet; thence North 89°44'06" West, 620.50 feet; thence North 00°15'54" East, 8.33 feet; thence North 89°44'06" West, 340.00 feet; thence South 00°15'54" West, 18.50 feet; thence along the arc of a curve to the right having a radius of 1.50 feet, central angle of 90°00'00" and arc length of 2.36 feet; thence North 89°44'06" West, 291.00 feet to the point of beginning.

PARCEL 2:

A 40' roadway easement as set forth in deeds recorded as Document Numbers 2457, in Book 876, Page 640, on August 13, 1976 and 132063, in Book 386, Page 1063, on March 12, 1986, Official Records of Douglas County, State of Nevada.

Together with all rights for cross access and parking as set forth in that certain "Easements with Covenants and Restrictions Affecting Said Land ("ECR"), recorded on February 12, 2001, in Book 201, Page 2028, as Document Number 508581.

Excepting therefrom any portion of the above easements located within Parcel 1 above.

NOTE: Legal description previously contained in Document No. 700189 recorded May 1, 2007 in Book 507, Page 211, Official Records of Douglas County, State of Nevada.