

DOC # 824624
05/31/2013 02:10PM Deputy: AR
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-513 PG-8438 RPTT: 0.00



APN: 1220-03-310-029

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
Doc Retention - GCF
CT2-515-BB-03
70 Batterson Park Road
Farmington, CT 06032

Space above for Recorder's Use

Title of Document: SUBORDINATION AGREEMENT - LEASE

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information (as defined in NRS 603A.040) of any person or persons. (Per NRS 239B.030)

Bank of America, N.A.

Signature Date _____

Typed Name

Title

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

Ref #: 1001218150 : - TYBEE LLC
Nevada Recording Cover Page
Nevada Subordination Agreement - Lease



SUBORDINATION AGREEMENT - LEASE

This Agreement is made as of May 14, 2013, by and among CONQUEST WEST, INCORPORATED ("Lessee") and TYBEE, LLC ("Lessor") in favor of Bank of America, N.A. ("Bank").

Factual Background

A. Lessor and Lessee have entered into a lease agreement dated as of March 4, 2013 ("Lease"), covering certain premises located at 1415 Industrial Way, Gardnerville, NV 89701 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust"), dated as of May 14, 2013, which Deed of Trust will be recorded concurrently herewith in the Official Records of Douglas County, Nevada, encumbering the Property. The Deed of Trust secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Deed of Trust shall at all times be senior and prior to the interest of Lessee under the Lease.

Agreement

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

1. The lien of the Deed of Trust, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Secured Obligations and the Deed of Trust, as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.



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

LESSEE:

CONQUEST WEST, INCORPORATED

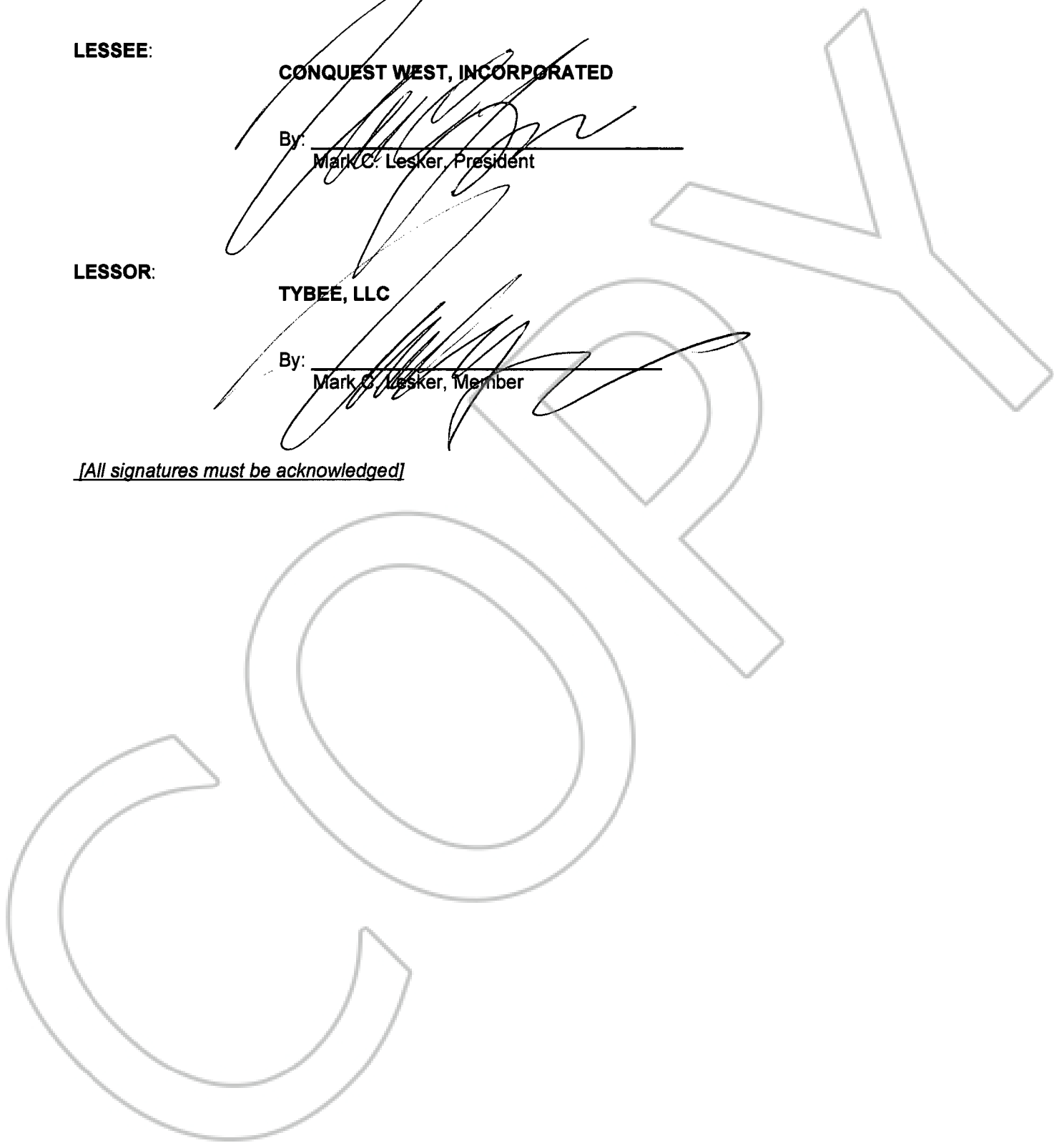
[Handwritten signature]
By: _____
Mark C. Lesker, President

LESSOR:

TYBEE, LLC

[Handwritten signature]
By: _____
Mark C. Lesker, Member

[All signatures must be acknowledged]





LESSEE:

ACKNOWLEDGMENT

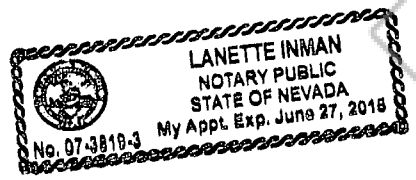
STATE OF NEVADA

COUNTY OF Carson City

This instrument was acknowledged before me on 5/29/13 by Graue C
Heck as manager of Tybee LLC

Lanette Inman
NOTARY PUBLIC

My commission expires: 6/27/15





LESSOR:

ACKNOWLEDGMENT

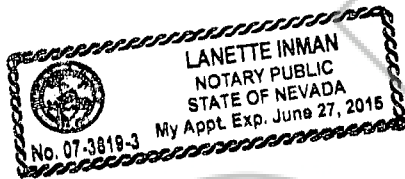
STATE OF NEVADA

COUNTY OF Cars City

This instrument was acknowledged before me on 5/29/13 by Mark C
Decker as President of Conquest West Inc.

[Signature]
NOTARY PUBLIC

My commission expires: 6/27/15





Escrow No.: 1099775-LI

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

That portion of Parcel B, as shown on that certain map entitled Final Map Carson Valley Industrial Park, recorded as Document No. 47572, on March 30, 1970, Official Records of Douglas County, Nevada, described as follows:

COMMENCING at the Southeast corner of said Parcel B on the Westerly right of way of Industrial Way; thence along the Southerly boundary of said Parcel B South 71°18'00" West 491.44 feet to the True Point of Beginning; thence continuing along said Southerly Boundary South 71°18'00" West 133.02 feet; thence leaving said boundary North 05°00'00" West 448.14 feet to a point on the Southerly right of way of Industrial Way; thence Easterly along said right of way South 87°23'00" East 183.31 feet; thence leaving said right of way South 02°37'00" West 395.82 feet to The Point of Beginning.

Note: Legal description previously contained in document recorded May 2, 2012 in Book 512, Page 597, Document No. 801811, Official Records of Douglas County, State of Nevada.