



APN: 1220-04-501-019

Escrow No. 01402872-CD

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Western Alliance Bank
5335 Kietzke Lane
Reno, Nevada 89511

Loan No. 17018011

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)

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

THIS AGREEMENT is made as of the 16th day of August, 2014, by and between **WESTERN ALLIANCE BANK**, an Arizona corporation, successor in interest to **FIRST INDEPENDENT BANK OF NEVADA** (the "Lender"), and **GOODWILL INDUSTRIES OF SACRAMENTO VALLEY & NORTHERN NEVADA, INC. A CALIFORNIA NON-PROFIT CORPORATION** (the "Tenant"), with the consent of **WATERLOO CENTER, LLC**, a Nevada limited liability company (the "Landlord").

RECITALS:

A. Tenant, by lease dated **September 20, 2013**, 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 amend and extend an existing loan (the "Loan"), secured by Construction Deed of Trust (the "Deed of Trust") encumbering the Property, including the portion thereof leased to Tenant (the "Premises").

C. Lender is willing to amend and extend the Loan provided Landlord and Tenant execute this Agreement.

1
Holland & Hart LLP
Reno, Nevada
(775) 327-3000



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 amend and extend 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.

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.

WESTERN ALLIANCE BANK, an Arizona corporation, successor in interest to FIRST INDEPENDENT BANK OF NEVADA

By: Lucy N. McGuire
LUCY N. MCGUIRE
Its: Vice President

"Lender"

Goodwill Industries

By: Joseph R. Mendez
Joseph R. Mendez
Its: President
President

"Tenant"



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Sacramento }

On September 2, 2014 before me, Dinorah D. Curkendall, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph R. Mendez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|---|---|
| <input type="checkbox"/> Corporate Officer -- Title(s): _____ | <input type="checkbox"/> Corporate Officer -- Title(s): _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partner -- <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner -- <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

RIGHT THUMBPRINT OF SIGNER

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RIGHT THUMBPRINT OF SIGNER

Top of thumb here

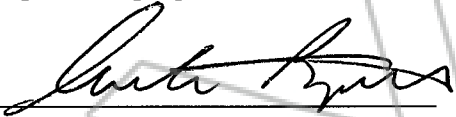
Signer Is Representing: _____

Signer Is Representing: _____

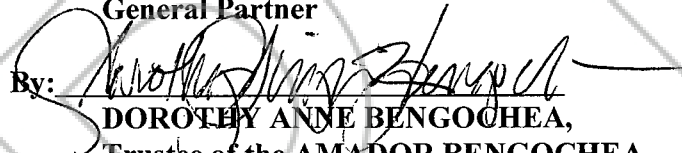


WATERLOO CENTER, LLC, a Nevada limited liability company

By: BENGOCHEA FAMILY LIMITED PARTNERSHIP, a Nevada limited liability partnership, Managing Member

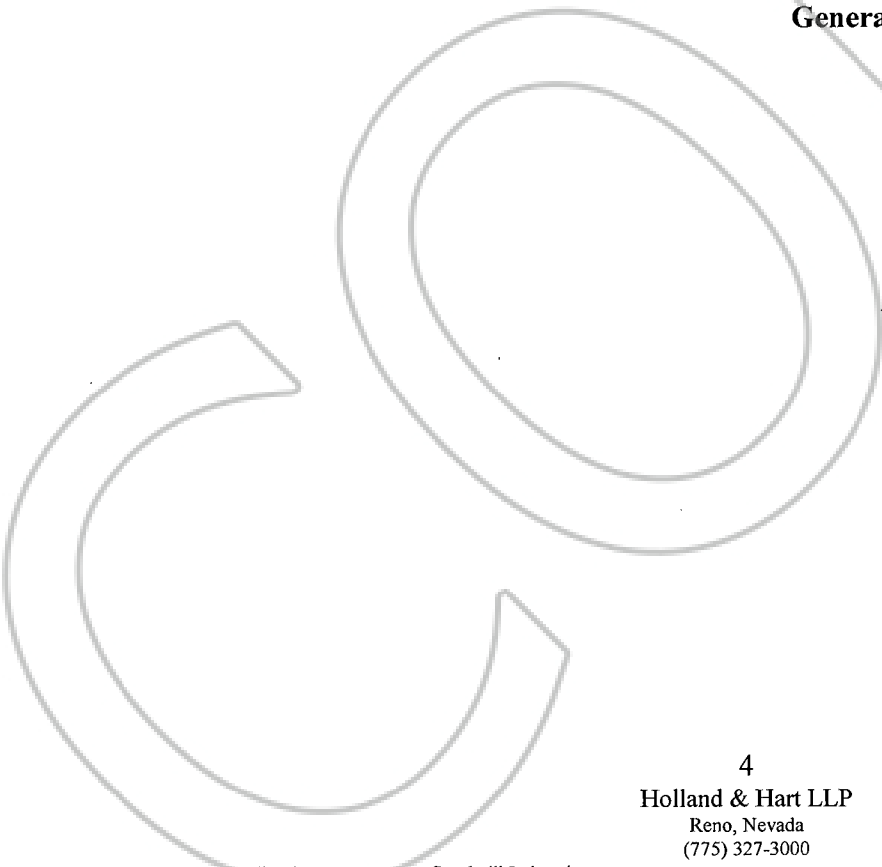
By: 

**AMADOR BENGOCHEA, Trustee of the AMADOR BENGOCHEA AND DOROTHY ANNE BENGOCHEA REVOCABLE FAMILY TRUST
General Partner**

By: 

**DOROTHY ANNE BENGOCHEA, Trustee of the AMADOR BENGOCHEA AND DOROTHY ANNE BENGOCHEA REVOCABLE FAMILY TRUST
General Partner**

"Landlord"





STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 9-5-14, 2014, by Lucy N. McGuire, as Vice President of Western Alliance Bank.



Deborah Ewing
Notary Public
My Commission Expires: 5-14-16

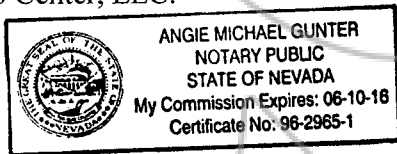
STATE OF NEVADA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014, by _____, as _____ of _____.

Notary Public
My Commission Expires: _____

STATE OF Nevada)
)ss.
COUNTY OF Clark)

This instrument was acknowledged before me on September 2, 2014, by Amador Bengochea, Trustee of the Amador Bengochea And Dorothy Anne Bengochea Revocable Family Trust, General Partner of Bengochea Family Limited Partnership, Managing Member of Waterloo Center, LLC.

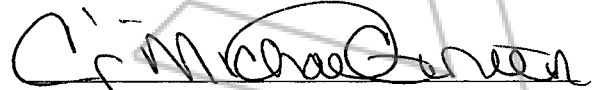


Angie Michael Gunter
Notary Public
My Commission Expires: 6/10/16



STATE OF Nevada)
)ss.
COUNTY OF Clark)

This instrument was acknowledged before me on September 2, 2014, by Dorothy Anne Bengochea, Trustee of the Amador Bengochea And Dorothy Anne Bengochea Revocable Family Trust, General Partner of Bengochea Family Limited Partnership, Managing Member of Waterloo Center, LLC.



Notary Public

My Commission Expires: 6-10-16



COOPER



EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1:

Parcel B as shown on the Record of Survey Showing a Boundary Line Adjustment for Bencor/Waterloo and Roy Farrow, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on December 13, 2005, as File No. 663320, Official Records, and amended by Certificate of Amendment recorded October 11, 2007, in Book 1007, Page 3083, as Document No. 710943, Official Records, being more particularly described as follows:

Portions of that certain property within Douglas County, Nevada situate in Section 4, Township 12 North, Range 20 East, M.D.M., described as follows:

Commencing at the most Southerly point of said Parcel B;
Thence N 44°20'17" W, a distance of 116.63 feet;
Thence N 48°25'33" W, a distance of 262.19 feet;
Thence N 27°03'34" W, a distance of 159.20 feet;
Thence N 11°51'40" W, a distance of 303.15 feet;
Thence N 00°29'47" E, a distance of 222.90 feet;
Thence N 58°37'17" E, a distance of 42.65 feet;
Thence along the Southwesterly line of US Highway S 50°18'53" E, a distance of 604.25 feet;
Thence S 39°26'27" W, a distance of 270.70 feet;
Thence S 50°00'45" E, a distance of 305.61 feet;
Thence S 45°39'43" W along the Northwesterly right-of-way line of Waterloo Lane a distance of 214.13 feet to the point of beginning.

Basis of bearing is Nevada State Plane Coordinates, West Zone, NAD 83/94.

PARCEL 2:

Non-exclusive reciprocal easements for access, ingress and egress over all paved driveways, roadways and walkways, and easement for slope, water detention and drainage facilities, water mains, sewers and other utility facilities as set forth in that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in the office of the Douglas County Recorder, State of Nevada, on January 27, 2006, in Book 106, Page 9295, as Document No. 666674, Official Records, and as amended on June 29, 2006, in Book 606, Page 10661, as Document No. 678417, Official Records.

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Document No. 713567 is provided pursuant to the requirements of Section 6.NRS 111.312.

7
Holland & Hart LLP
Reno, Nevada
(775) 327-3000