

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:



KAREN ELLISON, RECORDER

TRAINOR FAIRBROOK
Michael O. Gualco, Esquire
Post Office Box 255824
Sacramento, California 95865-5824
(Site Name: Pinenut Road)

(Space above this line for recorder's use)

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 30 day of September, 2014, among Timber Properties, LLC, a Nevada limited liability company, with offices at P.O. Box 2399, Gardnerville, Nevada 89410 ("Lender"), Guided Holdings, LLC, Timber Series, a Nevada limited liability company, with offices at 1738 Timber Court, Gardnerville, Nevada 89410 ("Landlord"), and Sacramento Valley Limited Partnership d/b/a Verizon Wireless, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to an Option and Land Lease ("Lease") dated September 30, 2014 between Landlord and Tenant, of premises located at 1738 Timber Court, Gardnerville, Douglas County, Nevada ("Landlord's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender has made a loan to Landlord in the original principal amount of \$500,000.00. This loan is secured by a Long Form Deed of Trust and Assignment of Rents on the Landlord's Property recorded on December 22, 2011, as Instrument No. 794671 in the Official Records of the County Recorder of Douglas County, Nevada ("Trust Deed").

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. Consent. Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease, including, without limitation, Tenant's utilization and maintenance on the Leased Premises of sealed batteries, propane/diesel/gasoline, engine oil and coolant, an HVAC system, and an FM200 fire suppression system or the equivalent.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have

the same remedies against such party that Tenant might have had under the Lease against Landlord.

c. If in the future there is a default by the Landlord in the performance and observance of the terms of the Trust Deed, then the Lender may require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Landlord hereby authorizes and directs Tenant, and Tenant agrees to pay any payments due under the terms of the Lease to the Lender. Landlord acknowledges and agrees that Tenant's payment of rent and other payments to Lender shall not be a default under the terms of the Lease.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Consent, Non-Disturbance and Attornment Agreement to be effective as the day and year first stated above.

LENDER:

Timber Properties, LLC,
a Nevada limited liability company

By: *Jeffrey S. Wass*
Name: Jeffrey S. Wass
Title: Managing Partner
Date: 8/7/2014

LANDLORD:

Guided Holdings, LLC, Timber Series,
a Nevada limited liability company

By: *April A. Wilson*
Name: April A. Wilson
Title: member, Partner
Date: 8-14-14

TENANT:

Sacramento Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: *[Signature]*
Name: Brian Mecum
Title: Area Vice President Network
Date: 9/30/14

Exhibit "A"
Legal Description of Landlord's Property

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

A parcel of land located within a portion of Section 11, Township 12 North, Range 20 East, M.D.B.&M., more particularly described as follows:

A portion of Parcel 1 as shown on that certain Final Industrial Subdivision Map LDA 06-016 for Old Sawmill Industrial Park, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on May 15, 2009 in Book 509, at Page 3833 as Document No. 743278, Official Records described as follows:

Lot 2 as shown on that certain Record of Survey #1 for Old Sawmill Industrial Park, LLC recorded in the office of the Douglas County Recorder, State of Nevada on May 20, 2009 in Book 509, at Page 5305 as Document No. 743581, Official Records.

The above description was obtained from Document No. 794670.

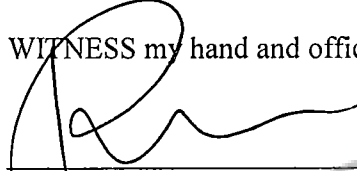
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

On October 1, 2014, before me, Ruth L. Concepcion,
Notary Public, personally appeared Brian Mecum, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person 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 of Notary Public



Place Notary Seal Above

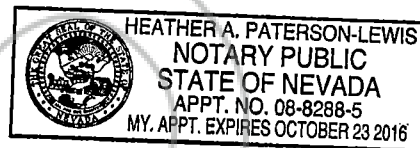
State of Nevada)
County of Douglas) ss.

On August 7, 2014 before me, Heather A. Paterson-Lewis, Notary Public, personally appeared Jeffrey S. Wass 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 Heather A. Paterson-Lewis (Seal)



State of Nevada)
County of Douglas) ss.

On 8/14/2014 before me, Kristien Bennett, Notary Public, personally appeared APRIL WILSON 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 Kristien Bennett (Seal)

