

RECORDING REQUEST BY AND  
WHEN RECORDED RETURN TO:

PARCEL NO. 1220-04-604-013

Heritage Bank of Nevada  
P O Box 11920  
Reno NV 89510  
Loan # 1300065107

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SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") is made as of December 19, 2014, by and among Chimney Creek LLC, whose address is P O Box 719, Minden NV 89423 ("Borrower"), George Kenneth Fujii dba West Coast Martial Arts, whose address is P O Box 719 Minden NV 89423 ("Sub-Lessor"), and Thai Jasmine Inc, whose address is 1332 US Highway 395 N, Gardnerville NV 89410 ("Sub-Lessee"), and Heritage Bank of Nevada, whose address is 2330 S. Virginia Street, Reno, Nevada 89502 ("Beneficiary").

R E C I T A L S:

1. Borrower and Sub-Lessor entered into a written lease agreement dated 12/16/14 (the "Lease") with respect to that certain real property located at 1332 US Highway 395 N, City of Gardnerville, County of Douglas, State of Nevada, and more particularly described in Exhibit "A" attached hereto (the "Property"), for the term and on the conditions set forth in the Lease.

2. Sub-Lessor and Sub-Lessee executed and entered into a written lease agreement dated December 16, 2014 (the "Sub-Lease") which relates to and encumbers a portion of the Property (The "Sub-Leased Premises"). Sub-lease matures on June 1, 2017. Sub-lease has not been further amended and contains no other provisions or clauses except as stated therein. The Sub-Lease monthly payments are \$2,926.32 and no lease payments have been prepaid for more than one (1) month. The amount of the initial security deposit with original Lessor (Anne Teller, Trustee) was \$5,619.60. The total amount of security deposit held by Sub-Lessor is \$0.00 due to the bankruptcy of the original Lessor (Anne Teller, Trustee (United States Bankruptcy Court, Northern District of California, Santa Rosa, Case Number 14-10478 TEC 7, Discharge of Debtor))

A. Borrower has executed, is executing or will execute a Deed of Trust and other documents required by Beneficiary ("Deed of Trust") covering Borrower's fee interest in the Property in favor of Beneficiary to secure a Promissory Note ("Note") dated on or about the date of this Agreement, in favor of Beneficiary.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For the purpose of complying with the provisions of the Note, and Deed of Trust, and for the reliance of Beneficiary, the parties desire to expressly subordinate the Sub-Lease to the Lease and the lien of the Deed of Trust.

2. Should the Lessor or Sub-Lessor be divested of the property for any reason, Lender or its assigns agrees to attorn to the Sub-Lease.

3. If any legal action, arbitration or other proceeding is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to any award of its actual expenses, including without limitation, expert witness fees, actual attorney fees and disbursements. This document is construed under the laws of Nevada.

4. All notices to Beneficiary, Sub-Lessor or Sub-Lessee shall be by personal delivery or certified mail, return receipt requested, to the address given for each such party at the beginning of this Agreement, and shall be deemed given upon personal delivery and two (2) days after such deposit in the United States Mail, postage prepaid.

5. The recitals and all exhibits attached hereto and referred to herein are true and correct and are hereby incorporated herein by reference.

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

SUB-LESSEE:

Thai Jasmine Inc

By: 

Watchara R Lizama  
President/Secretary

By: 

Kallaya ~~Herman~~ HERMHAN   
Treasurer/Director

SUB-LESSOR:

George Kenneth Fujii dba  
West Coast Martial Arts

By: 

George Kenneth Fujii  
Proprietor

BORROWER:

Chimney Creek LLC

By: [Signature]  
George K Fujii  
Managing Member

BENEFICIARY:

Heritage Bank of Nevada

**SIGNED IN COUNTERPART**

By: \_\_\_\_\_  
Kip McKibben  
Vice President

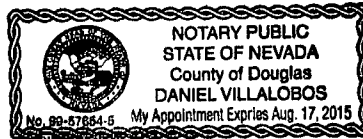
STATE OF NEVADA )

COUNTY OF DOUGLAS ) SS.

On DEC. 22, 2015, before me, DANIEL VILLALOBOS a  
Notary Public in and for said County, personally appeared WATERBURY B.  
LIZAMA, personally known to me (or 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.

WITNESS my hand and official seal.

[Signature]  
Notary Public



BORROWER:

Chimney Creek LLC

**SIGNED IN COUNTERPART**

By: \_\_\_\_\_  
George K Fujii  
Managing Member

BENEFICIARY:

Heritage Bank of Nevada

By: \_\_\_\_\_  
*[Signature]*  
Kip McKibben  
Vice President

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
Notary Public in and for said County, personally appeared \_\_\_\_\_,  
personally known to me (or 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.

WITNESS my hand and official seal.

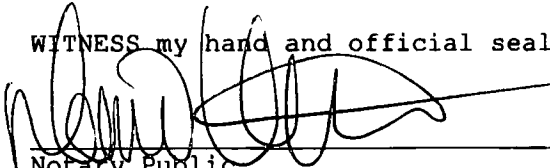
\_\_\_\_\_  
Notary Public

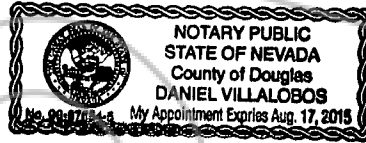
STATE OF NEVADA )

COUNTY OF DOUGLAS ) SS.

On DEC. 20, 2015, before me, DANIEL VILLALOBOS  
Notary Public in and for said County, personally appeared RALLA  
HERMANN, personally known to me (or 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.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

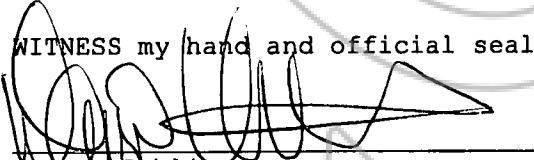


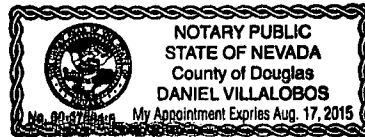
STATE OF NEVADA )

COUNTY OF DOUGLAS ) SS.

On DEC 20, 2015, before me, DANIEL VILLALOBOS  
Notary Public in and for said County, personally appeared GEORGE KENNETH FUSII  
FUSII, personally known to me (or 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.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



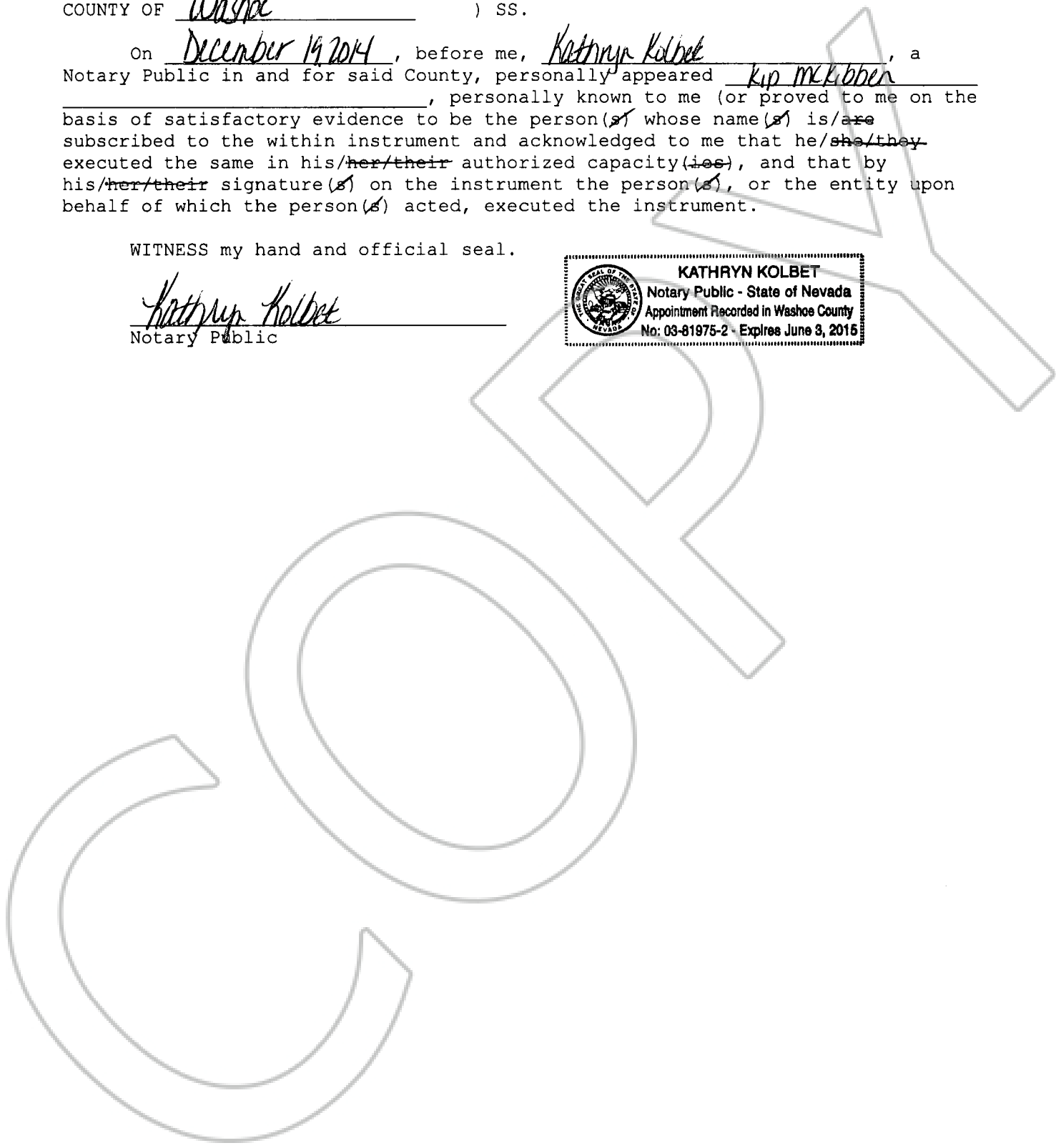
STATE OF NEVADA )

COUNTY OF Washoe ) SS.

On December 19, 2014, before me, Kathryn Kolbet, a Notary Public in and for said County, personally appeared Kip McKibben, personally known to me (or 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.

WITNESS my hand and official seal.

Kathryn Kolbet  
Notary Public



## EXHIBIT "A"

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

### Parcel 1:

A parcel of land located in the South 1/2 of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Parcel B2 of Parcel Map LD#00-034 for Lampe Corners LTD., filed for record in the office of the Douglas County Recorder on August 23, 2000, in Book 0800, Page 4151, as Document No. 498148.

### Parcel 2:

A non-exclusive easement for pedestrian and vehicular access and egress as granted by Declaration of Covenants, Conditions, and Restrictions recorded August 21, 2002 in Book 802, Page 6990 as Instrument No. 550105 of Official Records, Douglas County, Nevada.