DOUGLAS COUNTY, NV

2015-871619

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FIRST AMERICAN TITLE - COMMERCIAL SERVICES

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

Cassin & Cassin LLP 711 Third Avenue, 20th Floor New York, New York 10017 Attention: Recording Department APN: 1220-03-201-007 1220-03-201-008

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT (this "Agreement") made and entered into as of the 21^{st} day of October, 2015, by and between WASH Multifamily Laundry Systems, LLC, a California limited liability company, LLC, f/k/a WEB Service Company, LLC, a California limited liability company as successor in interest to WEB Service Company, Inc., a California corporation ("Lessee"), and GREYSTONE SERVICING CORPORATION, INC., whose address is 419 Belle Air Lane, Warrenton, VA 20186 ("Lender").

WHEREAS, Lessee has heretofore entered into a lease dated on or about July 19, 2001, as evidence by a Memorandum of Lease dated July 19, 2001, and recorded on September 26, 2001, in the Official Records of Douglas County, Nevada in Page 901, Book 6380, as Instrument No. 523570 ("Lease"), by and between itself and Crestmore Village, LP, predecessor in interest to Black Dog Village I L.L.C., a Nevada limited liability company and Black Dog Village II L.L.C., a Nevada limited liability company ("Lessor"), as Lessor and Lessee, and relating to certain real property ("Property"), located at 1330 Stodick Parkway, Gardnerville, Nevada 89410, which is more fully described in Exhibit A attached hereto, and by this reference incorporated herein as though fully set forth.

WHEREAS, concurrently herewith, the Lender is making a loan to the Lessor or its successor in interest which is to be evidenced by a promissory note and said note dated as of October 21, 2015 payable to the order of the Lender in the approximate original principal amount of \$2,500,000.00 and which is secured by, among other things, a mortgage/deed of trust, assignment of rents and security agreement (hereinafter referred to as "mortgage/deed of trust") and all dated as of October 21, 2015, made by Lessor or its successor in interest in favor of Lender, covering Lessor's interest in the Property as well as the other property described therein.

WHEREAS, as a condition of making the loan referenced to above, Lender has required that in accordance with its demands, Lessee shall subordinate Lessee's interest in the Property under the Lease to the lien and terms of the mortgage/deed of trust and for the Lessee to agree to attorn to the purchaser in any foreclosure sale of the Demised Premises held under the mortgage/deed of trust.

WHEREAS, in order to induce Lender to make the loan described above to Lessor, and in consideration for the Lessee's agreement to subordinate Lessee's interest in the Property under



the Lease to the lien and terms of the mortgage/deed of trust and to attorney to any purchaser at a foreclosure sale of the Property held under the mortgage/deed of trust, the Lender agrees on behalf of itself and any successors or purchasers of the Property at such foreclosure sale to recognize Lessee's interest and its Lease, and not to disturb Lessee's possession of the Property under the Lease upon such foreclosure so long as Lessee is not in default under the Lease at that time.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lender hereby covenant and agree as follows:

- 1. The Lease and all of Lessee's rights, title, and interest in and to the Property thereunder shall be, and the same are hereby expressly made subject to, subordinate and inferior to the mortgage/deed of trust, and the lien thereof, on the hereinafter related terms and conditions.
- 2. Lessee shall attorned to the purchaser or grantee upon any such foreclosure and sale or deed in lieu of foreclosure and shall recognize such a purchaser or grantee as the Lessor under said Lease.
- 3. In the event of (i) a foreclosure and sale or other suit, sale or proceeding under the mortgage/deed of trust, judicial or non-judicial, or (ii) a deed in lieu of foreclosure is given, Lender hereby covenants that so long as Lessee is not in default under said Lease, that Lessee's possession of the leased premises and its rights under said Lease shall not be interfered with by Lender or any successor or assign, and any such purchaser or grantee shall recognize the Lessee and the Lessee's interest thereunder, and observe and agrees to be bound by the Lease terms and conditions.
- 4. Whether or not the Lessee is in default under the lease, under no circumstances and at no time shall the Lender's mortgage/deed of trust be construed as nor shall it in fact cover or in any way encumber, lien or cloud any trade fixtures or equipment owned by Lessee and used in its business on the Property.
- 5. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto and be governed by the laws of the state of **Nevada**.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed on its behalf on the date and year first above written, and each declares to the other, its full authority and power to enter into this Agreement.

TENANT:

WASH Multifamily Laundry Systems, LLC, a California limited liability company, LLC,

By:

Name: C Lazcano

Title: Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }ss COUNTY OF LOS ANGELES

On October 20, 2015, before me, Sherrilyn January, Notary Public, personally appeared C Lazcano, 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 she executed the same in her authorized capacity, and that by her 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal:

SHERRILYN JANUARY Commission # 2079978 Notary Public - California Los Angeles County My Comm. Expires Sep 26, 2018

My commission expires September 26, 2018

Commission No. 2079978

LENDER:

	GREYSTONE SERVICING CORPORATION, INC., a Georgia corporation
	By:
STATE OF Tennessee county of shelby);ss.:
said County and State, person SENIOR CLOSING COO INC., a Georgia corporation, did sign the Assignment as so free act and deed of said corporationed.	y of, 2015, before me, a Notary Public in and for nally appeared ANN SUTTON, who acknowledged herself to be the RDINATOR of GREYSTONE SERVICING CORPORATION, which executed the foregoing instrument, and acknowledged that she ach SENIOR CLOSING COORDINATOR that such signing is the oration, on behalf of the corporation for the uses and purposes therein REOF, I have hereunto set my hand and official seal.
[SEAL] My commission expires:	Notary Public 4ley 4-22-2017
STATE OF NOTARY PUBLIC OCUMA OCU	THE THE PARTY OF T

EXHIBIT A LEGAL DESCRIPTION

The Land referred to in this Agreement is situated in Douglas County, State of Nevada and is more particularly described as follows:

PARCEL 1:

PARCEL 1A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2D OF PARCEL MAP LDA 00-048 FOR CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, FILED FOR RECORD SEPTEMBER 04, 2001 IN BOOK 901 OF OFFICIAL RECORDS, AT PAGE 65, DOCUMENT NO. 522014.

PARCEL 1B:

A NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 1A ABOVE.

PARCEL 2:

PARCEL 2A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR HERBIG PROPERTIES LIMITED RECORDED SEPTEMBER 14, 1999 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 476559, THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF WATERLOO LANE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 807.50 FEET, CENTRAL ANGLE OF 47° 52' 49", ARC LENGTH OF 674.80 FEET, AND A CHORD BEARING AND LENGTH OF SOUTH 26° 58' 30" WEST, 655.34 FEET;

THENCE NORTH 31° 08' 54" WEST, 164.75 FEET;

THENCE SOUTH 54° 40' 31" WEST, 16.61 FEET;

THENCE NORTH 35° 19' 29" WEST, 67.00 FEET;

THENCE NORTH 54° 40' 31" EAST, 122.57 FEET;

THENCE NORTH 00° 21' 36" EAST, 331.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 1:

THENCE ALONG SAID NORTH LINE, SOUTH 89° 19' 44" EAST, 332.71 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS ADJUSTED PARCEL 1 AS SHOWN BY RECORD OF SURVEY RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 22, 1999 IN BOOK 1199, PAGE 3786, AS INSTRUMENT NO. 481238 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 22, 1999, IN BOOK 1199, PAGE 3796 AS DOCUMENT NO. 481240 OF OFFICIAL RECORDS.

PARCEL 2B:

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVEDESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 2A ABOVE.