

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

Attn.: Loan Administration

Escrow #01704576-CD

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

Typed Name

Title

D. ROSAS
Escrow Assistant
Ticor Title

Date

11/7/17

SUBORDINATION AGREEMENT - LEASE

This Agreement is made as of November 2, 2017, by and among Devise Solutions ("Lessee") and Barking Dreams, 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 October 15, 2017 ("Lease"), covering certain premises located at 2528 Business Parkway, Unit B, Minden, NV 89423 ("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 November 2, 2017, 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.

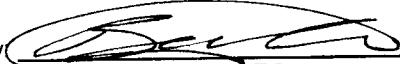
4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation 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:

Ref #: 1002668391 : - Barking Dreams, LLC
Nevada Lease Subordination Agreement

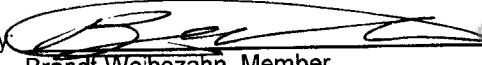
Devise Solutions

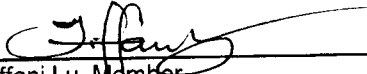
By: 
Brandt Weibezahn, CEO

By: 
Tiffani Lu, CFO

LESSOR:

Barking Dreams, LLC, a Nevada Limited Liability Company

By: 
Brandt Weibezahn, Member

By: 
Tiffani Lu, Member

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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

COUNTY OF Alameda

On NOVEMBER 6, 2017 before me, Aixa Janbakhsh, Notary Public,

personally appeared:

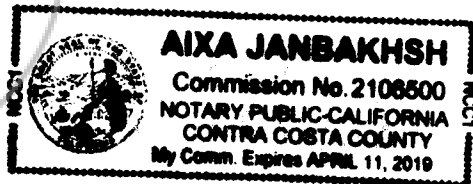
BRANDT WEIBEZAHN and TIFFANI LU

who proved to me on the basis of satisfactory evidence to be the person^(s) whose name^(s) is/^(s) are subscribed to the within instrument and acknowledged to me that he/^(s) she/^(s) they executed the same in his/^(s) her/^(s) their authorized capacity^(ies), and that by his/^(s) her/^(s) 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 Aixa Janbakhsh



Description of the attached document:

Title Subordination Agreement - LEASE

Number of pages 6

Document date 11/2/2017

LESSEE:

ACKNOWLEDGMENT

See attached

STATE OF NEVADA

COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

LESSOR:

ACKNOWLEDGMENT

See attached

STATE OF NEVADA

COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

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

NOTARY PUBLIC

My commission expires: _____

EXHIBIT A

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

PARCEL 1:

Lot 18B, in Block J of that certain Record of Survey for CARSON VALLEY BUSINESS PARK, (A COMMERCIAL SUBDIVISION), according to the map thereof, filed in the office of the County Recorded for Douglas County, State of Nevada, on February 25, 2004, in Book 204, Page 10912, as Document No. 605598, Official Records, which is a parcel contained within the Final Map No. 1015-2 CARSON VALLEY BUSINESS PARK, PHASE 2, recorded on September 3, 1998, in Book 998, Page 562, as Document No. 448664, Official Records.

PARCEL 2:

Reciprocal, nonexclusive, easements for access, ingress and egress and parking over all of the Common Areas and the individual parcels, except for building areas of such parcels as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Lot 18 Business Parkway Association, recorded February 25, 2004, in Book 204, Page 10913, as Document No. 605599, Official Records.

APN: 1320-04-001-040