

APN: 1220-03-410-011
Escrow No.: 01801392-CD

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

WHEN RECORDED RETURN TO:

Nevada State Development Corp.
6572 S. McCarran Blvd.
Reno, Nevada 89509

Space Above This Line for Recorder's Use Only

SBA Loan No. 25022770-04

SUBORDINATION OF LEASE

[Aaron Riley dba Hearts Desire Landscaping LLC]

THIS SUBORDINATION OF LEASE ("Subordination"), dated as of the 7th day of May, 2018, is made among **JEROME E. ETCHEGOYHEN** and **SUSAN K. ETCHEGOYHEN** ("Borrower"), **ALL AMERICAN AUTO & DIESEL LLP**, a Nevada limited liability partnership dba **ALL AMERICAN AUTO & DIESEL** ("Operating Company"), and **AARON RILEY dba HEARTS DESIRE LANDSCAPING LLC**, a Nevada limited liability company (collectively, "Subtenant"), in favor of **NEVADA STATE DEVELOPMENT CORPORATION**, a Nevada non-profit corporation ("NSDC").

A. NSDC has agreed to make a loan to Borrower in the principal sum of **\$493,000.00** ("Loan") to provide financing for acquisition of the land described in **Exhibit A** attached hereto, and the improvements thereon located in **Douglas County**, Nevada ("Property"). The Loan is evidenced by a promissory note ("Note") made by Borrower and payable to NSDC in the principal sum of the Loan. The Note is secured by a deed of trust of even date herewith ("**Deed of Trust**") from Borrower to TICOR TITLE OF NEVADA, INC., as Trustee, in favor of NSDC and further assigned to the U.S. Small Business Administration. Capitalized terms used in this Subordination have the meanings given to them in the Note and Deed of Trust.

B. Operating Company and Subtenant are parties to a lease agreement for a portion of the Property ("**Lease**").

C. As a condition to making the Loan, NSDC requires that any interest of Subtenant under the Lease, and in and to a portion of the Property, be subordinate to the Deed of Trust.

NOW, THEREFORE, the parties agree as follows:

1. Subordination. The Lease and any addendums, renewals or modifications thereto, and any interest of Subtenant in the Property, is and shall at all times be subject and subordinate to the Deed of Trust, and to any renewals, modifications, or extensions of said Deed of Trust.

2. Successors and Assigns. This Subordination shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

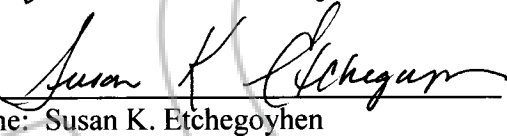
3. Governing Law. This Subordination shall be governed by and construed in accordance with the laws of the State of Nevada without reference to conflict of law principles.

4. Severability. If any provision of this Subordination, or the application hereof to any person, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of the provisions of this Subordination, or the application of such provision to other persons, entities or circumstances shall not be affected thereby, and each provision of this Subordination shall be valid and enforceable to the fullest extent permitted by law.


IN WITNESS WHEREOF, the undersigned have executed this Subordination of Lease as of the date first written above.

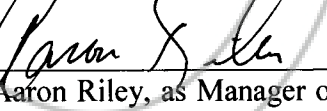
BORROWER:

By: 
Name: Jerome Etchegoyhen

By: 
Name: Susan K. Etchegoyhen

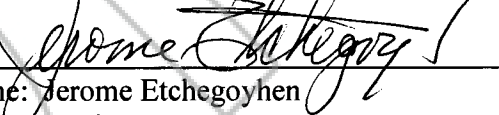
SUBTENANT:

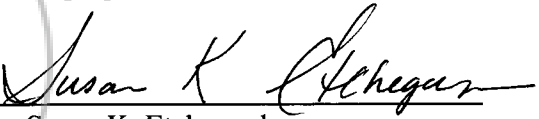
By: 
Name: Aaron Riley dba HEARTS DESIRE LANDSCAPING LLC, a Nevada limited liability company


By: 
Name: Aaron Riley, as Manager of HEARTS DESIRE LANDSCAPING LLC, a Nevada limited liability company

OPERATING COMPANY:

ALL AMERICAN AUTO & DIESEL LLP,
a Nevada limited liability partnership

By: 
Name: Jerome Etchegoyhen
Its: Managing Partner

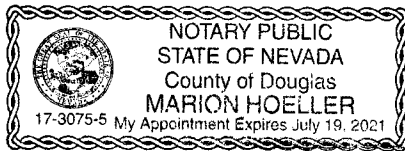
By: 
Name: Susan K. Etchegoyhen
Its: Managing Partner

By: 
Name: Anthony E. Liscio
Its: Managing Partner

By: 
Name: Tanya D. Liscio
Its: Managing Partner

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

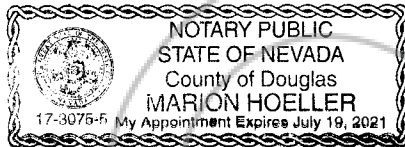
This instrument was acknowledged before me on May 07, 2018, by Jerome Etchegoyhen.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07.19.2021

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

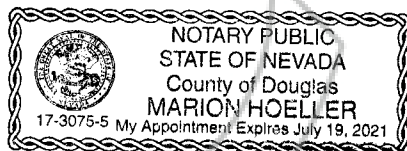
This instrument was acknowledged before me on 07 May 07, 2018, by Susan K. Etchegoyhen.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07.19.2021

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

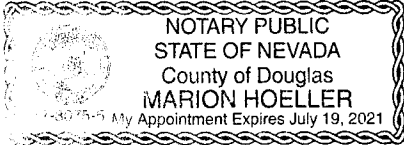
This instrument was acknowledged before me on May 07, 2018, by Jerome Etchegoyhen as Managing Partner of All American Auto & Diesel LLP, a Nevada limited liability partnership.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07.19.2021

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

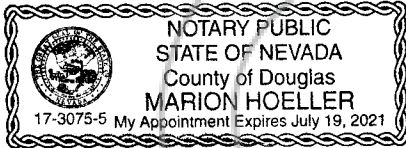
This instrument was acknowledged before me on May 07, 2018, by Susan K. Etchegoyhen as Managing Partner of All American Auto & Diesel LLP, a Nevada limited liability partnership.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07 19 2021

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

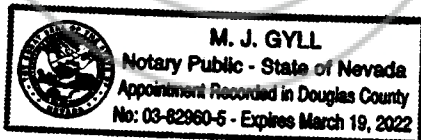
This instrument was acknowledged before me on May 08, 2018, by Anthony E. Liscio as Managing Partner of All American Auto & Diesel LLP, a Nevada limited liability partnership.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07 19 2021

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

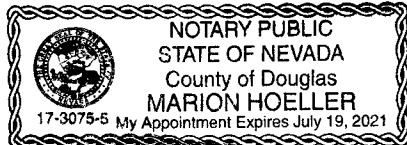
This instrument was acknowledged before me on May 7, 2018, by Tanya D. Liscio as Managing Partner of All American Auto & Diesel LLP, a Nevada limited liability partnership.



M. J. Gyll
NOTARY PUBLIC
My Commission Expires: 3-19-22

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

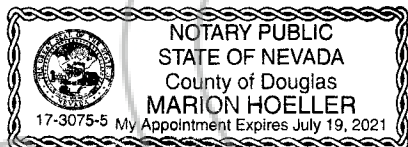
This instrument was acknowledged before me on May 10, 2018, by
Aaron Riley.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07.19.2021

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 10, 2018, by
Aaron Riley, as Manager of Hearts Desire Landscaping LLC, a Nevada limited liability
company.



Marion Hoeller
NOTARY PUBLIC
My Commission Expires: 07.19.2021

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

A portion of Section 3, Township 12 North, Range 20 East, M.D.B.&M., and of Parcel D, as shown on that certain map entitled CARSON VALLEY INDUSTRIAL PARK, recorded as Document No. 47572, on March 30, 1970, Official Records of Douglas County, Nevada, and being further described as follows:

COMMENCING at the most easterly corner of said Parcel D, on the boundary of said Carson Valley Industrial Park; thence along the southerly boundary South 64°03'00" West, 305.77 feet to the true point of beginning; thence North 34°22'00" West, 374.65 feet to the southerly boundary of Industrial Way; thence along said boundary North 55°38'00" East, 11.79 feet to the beginning of a tangent curve to the left having a central angle of 3°37'06" and a radius of 130.00 feet; thence along said curve an arc distance of 8.21 feet; thence leaving said Industrial Way boundary, South 34°22'00" East, 377.87 feet to the easterly boundary of said Industrial Park; thence along said boundary South 64°03'00" West, 20.22 feet to the point of beginning.

PARCEL 2:

A portion of Section 3, Township 12 North, Range 20 East, M.D.B.&M., and of Parcel D as shown on that certain map entitled CARSON VALLEY INDUSTRIAL PARK, recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas County, Nevada, and being further described as follows:

COMMENCING at the most easterly corner of said Parcel D on the boundary of said Carson Valley Industrial Park; thence along the southerly boundary South 64°03' West 427.07 feet to the most southerly corner of parcel of land described in that certain agreement recorded January 4, 1972, in Book 95 of Official Records at Page 285, Douglas County, Nevada, Records, the true point of beginning of the herein described parcel; thence leaving said boundary North 34°22'00" West 356.89 feet to the southerly boundary of Industrial Way; thence along said boundary, North 55°38'00" East 120.00 feet to a point; thence leaving the boundary of said Industrial Way South 34°22'00" East a distance of 374.65 feet more or less to a point on the southerly boundary of said subdivision; thence South 64°03'00" West along said southerly boundary a distance of 121.30 feet to the point of beginning.

Note: Legal description previously contained in Document No. 2015-866255, recorded July 14, 2015, Official Records of Douglas County, State of Nevada.

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