

A.P.N.: 1320-08-410-013
**Recording Requested By
And When Recorded Mail To:**

City National Bank
Attn: Note Room, 391-04
P.O. Box 60938
Los Angeles, CA 90060

Account No. XX4230
TR No. 516400

SUBORDINATION AGREEMENT - LEASE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INTEREST.

This Subordination Agreement ("Agreement") is made as of November 9, 2021 by and among BURNS PROPERTIES, LLC, a Nevada limited liability company ("Owner") owner of the land hereinafter described and INTO N2, LLC, a Nevada limited liability company, BURNS MACHINERY, INC., a Nevada corporation and DIRT TICKS, INC., a Nevada corporation (collectively, the "Tenant").

RECITALS

A. Owner, as landlord ("Landlord") did execute a lease in favor of Tenant dated July 1, 2021 ("Lease"), which Lease was not recorded, covering that certain real property ("Property") located in the County of Douglas, more particularly described as:

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

All that portion of Block C of Meridian Business Park, Phase I, as shown on that Record of Survey Map #8 for Meridian Business Park, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 21, 1994, in Book 1294, Page 3134, Document No. 352986, and amended as Record of Survey Map #9 by Certificate of Amendment, filed on December 28, 1994, in Book 1294, Page 4004, Document No. 353313 more particularly described as follows:

Commencing at the Southeast corner of Block C of Meridian Business Park Phase I as shown on said Record of Survey; thence South 89°46'14" West 309.84 feet to the true point of beginning; thence South 89°46'14" West 380.15 feet; thence North 00°13'46" West 325.09 feet; thence along

a curve concave to the Northwest with a radius of 445.85 feet, a central angle of 19°07'16" and an arc length of 148.79 feet, the chord of which bears North 66°50'29" East 148.10 feet; thence South 32°43'10" East 453.81 feet to the true point of beginning.

Said land is also shown as Tract 8 on that certain Record of Survey No. 10 for Meridian Business Park filed for record in the office of the Douglas County Recorder on November 17, 1997 in Book 1197, Page 3223 as Document No. 426476, Official Records.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 25, 2018, as Document No. 2018-909649 of Official Records.

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Commonly Known As: 2211 Park Place, Minden, NV, 89423

B. Owner has executed, or is about to execute, a deed of trust ("Deed of Trust") securing the obligation referred to therein dated November 9, 2021, in favor of City National Bank, a national banking association ("CNB"), which Deed of Trust is to be recorded concurrently herewith;

C. It is a condition precedent to obtaining the extension of credit secured by such Deed of Trust that the Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the Lease;

D. CNB is willing to make the extension of credit secured by such Deed of Trust, provided that the Deed of Trust is a lien or charge upon the Property prior and superior to the Lease, and provided that Tenant will specifically and unconditionally subordinate the Lease to the lien or charge of the Deed of Trust;

E. It is to the mutual benefit of the parties hereto that CNB make the extension of credit secured by such Deed of Trust; and Tenant is willing that the Deed of Trust shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the Lease.

1. **AGREEMENT:**

THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce CNB to make the extension of credit secured by such Deed of Trust, it is hereby declared, understood and agreed as follows:

1.1. That the Deed of Trust, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the Lease and for all purposes;

1.2. That any estate in the Property acquired by Tenant shall be fully subject to the Deed of Trust;

1.3. That CNB would not make the extension of credit secured by such Deed of Trust without this Agreement; and

1.4. That this Agreement shall be the whole and only agreement with regard to the subordination of the Lease to the lien or charge of the Deed of Trust, and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust, and the Lease, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Lease which provide for the subordination of the lien or charge thereof to a deed or deeds of trust or to a mortgage or mortgages.

2. TENANT DECLARES, AGREES AND ACKNOWLEDGES THAT:

2.1. CNB, in making disbursements pursuant to any such extension of credit secured by such Deed of Trust, is under no obligation or duty to, nor has CNB represented that it will, see to the application of such proceeds by the person or persons to whom CNB disburses such proceeds and any application or use of such proceeds for the purposes other than those provided in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

2.2. Tenant intentionally and unconditionally waives, relinquishes and subordinates the Lease in favor of the lien or charge upon the Property and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made pursuant to the extension of credit secured by such Deed of Trust 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; and

2.3. Without limiting the provisions of this Agreement, in the event that CNB shall acquire title to the Property, Tenant agrees to look solely to CNB's interest in the Property for the satisfaction of any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by CNB in the event of any default by CNB or any claim, cause of action, obligation, contractual, statutory or otherwise, by Tenant against CNB arising from or in any manner related to the Lease, and no other property or assets of CNB, or any officer, director, shareholder, partner, trustee, agent, servant or employee of CNB shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, CNB's obligations to Tenant whether contractual, statutory or otherwise, the relationship of CNB and Tenant hereunder, or Tenant's use or occupancy of the Property.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE LESSOR ON THE ABOVE-DESCRIBED LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE PROPERTY.

"TENANT"

INTO N2, LLC,
a Nevada limited liability company

By: [Signature]
Greg Burns, Manager/Member

By: [Signature]
Ronald Burns, Manager/Member

DIRT TRICKS, INC.,
a Nevada corporation

By: [Signature]
Gregory L. Burns, President/Secretary

BURNS MACHINERY, INC.,
a Nevada corporation

By: [Signature]
Gregory L. Burns, President

"OWNER"

BURNS PROPERTIES, LLC,
a Nevada limited liability company

By: [Signature]
Ronald Burns, Member

By: [Signature]
Greg Burns, Member

(ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC)

STATE OF NEVADA)

COUNTY OF Douglas)

On 11-15-2021, before me, Stephanie R Estes, a notary public, personally appeared Greg Burns, 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.

WITNESS my hand and official seal.

Signature Stephanie R Estes (SEAL)



STATE OF NEVADA)

COUNTY OF Douglas)

On 11-15-2021, before me, Stephanie R Estes, a notary public, personally appeared Gregory L. Burns, 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.

WITNESS my hand and official seal.

Signature Stephanie R Estes (SEAL)



STATE OF NEVADA)

COUNTY OF Douglas)

On 11-15-2021, before me, Stephanie R. ESTES, a notary public, personally appeared Ronald Burns, 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.

WITNESS my hand and official seal.

Signature Stephanie R. Estes (SEAL)

