

APN: 1220-04-501-004

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
Gateway Village - 900 Building
NC1-026-06-06
900 W. Trade Street
Charlotte, NC 28255

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.

Sarah Steele
Signature

12/27/2021
Date

Sarah Steele
Typed Name

Escrow Assistant
Title

SUBORDINATION AGREEMENT - LEASE

This Agreement is made as of December 21, 2021, by and among G & H Western Corporation ("Lessee") and G & H Reno Properties 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 November 1, 2021 ("Lease"), covering certain premises located at 1357 US Highway 395 N, Gardnerville, NV 89410 APN 1220-04-501-004 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of two (2) Deed Of Trust, Assignment of Rents, Security Agreement And Fixture Filing ("Deed of Trust"), dated as of December 21, 2021, 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.

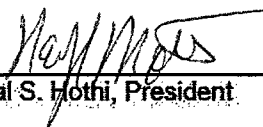
4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation 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 #: 1003551319 -- G & H RENO PROPERTIES LLC
Nevada Lease Subordination Agreement


G & H Western Corporation

By: 
Harpal S. Hothi, President

LESSOR:

G & H Reno Properties LLC

By: 
Harpal S. Hothi, Member

By: 
Sukhwinder K. Hothi, Member

By: SIGNED IN COUNTERPART
Jasbir K. Garcha, Member

By: SIGNED IN COUNTERPART
Kuldeep S. Garcha, Member

G & H Western Corporation

By: SIGNED IN COUNTERPART
Harpal S. Hothi, President

LESSOR:

G & H Reno Properties LLC

By: SIGNED IN COUNTERPART
Harpal S. Hothi, Member

By: SIGNED IN COUNTERPART
Sukhwinder K. Hothi, Member

By: *Jasbir K. Garcha*
Jasbir K. Garcha, Member

By: *Kuldeep S. Garcha*
Kuldeep S. Garcha, Member

LESSOR:

ACKNOWLEDGMENT

STATE OF NEVADA

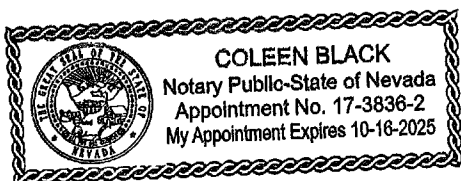
COUNTY OF WASHOE

This instrument was acknowledged before me on 22 DEC 2021 by HARPAL S. HOTHI
as PRESIDENT of G+H WESTERN CORPORATION

Coleen Black

NOTARY PUBLIC

My commission expires: 10.16.25



LESSEE:

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on 22 DEC 2021 by HARPAL S.
HOTH as MEMBER of G+H RENO PROPERTIES LLC

Coleen Black

NOTARY PUBLIC

My commission expires: 10-16-25



LESSOR:

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on 22 DEC 2021 by SUKHWINDER K.
HOTH as MEMBER of G + H RENO PROPERTIES LLC

Coleen Black
NOTARY PUBLIC

My commission expires: 10-16-25



LESSEE:

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

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

See Attached

NOTARY PUBLIC

My commission expires: _____

COOPER

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.

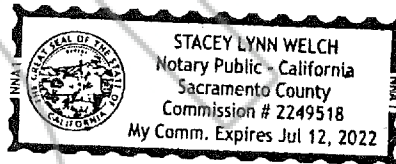
State of California
County of Sacramento

On 23 Dec 2021 before me, Stacey Lynn Welch, notary public
(insert name and title of the officer)

personally appeared Jasbir K Garcha and Kuldeep S Garcha
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.

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 [Handwritten Signature] (Seal)

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1333416

PARCEL 1:

Being a portion of the Northeast $\frac{1}{4}$ of Section 4, Township 12 North, Range 20 East, M. D. B. & M., described as follows:

Commencing at the Southeast corner of Lot 39, as shown on the map of CARSON VALLEY ESTATES SUBDIVISION, UNIT NO. 1, filed in the office of the County Recorder of Douglas County, Nevada, on July 19, 1965; thence North $89^{\circ}46'07''$ East, a distance of 30.00 feet; thence South $38^{\circ}54'53''$ West, a distance of 715.12 feet to a point on the Northeasterly right of way line of U. S. Highway 395; thence along said right of way line North $51^{\circ}04'$ West, a distance of 30.00 feet to the True Point of Beginning; thence continuing along the Northeasterly right of way line of said U. S. Highway 395, North $51^{\circ}04'$ West, a distance of 135.00 feet; thence North $38^{\circ}54'53''$ East 100.00 feet; thence South $51^{\circ}04'$ East, 135.00 feet; thence South $38^{\circ}54'53''$ West, a distance of 100.00 feet to the Point of Beginning.

PARCEL 2:

A Non-Exclusive Easement for roadway purposes that is described as follows:

Commencing at the most Southerly corner of the herein above conveyed parcel; thence North $38^{\circ}54'53''$ East, along the Easterly line of said parcel, a distance of 135.00 feet to the most Easterly corner thereof; thence South $51^{\circ}04'$ East 30.00 feet; thence South $38^{\circ}54'53''$ West, a distance of 135.00 feet to a point on the Northeasterly right of way line of U. S. Highway 395; thence along the right of way line North $51^{\circ}04'$ West, a distance of 30.00 feet to the Point of Beginning.

The above legal description appeared previously in that certain Document recorded April 26, 2019, as Document No. 2019-928324, of Official Records, pursuant to NRS Section 6. NRS 111.312.

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