

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, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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.

*Jamie Heiss*  
Signature

2/8/22  
Date

Jamie Heiss

VP 3BA BDO  
Typed Name

Title

## **SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is entered into as of December 21, 2021, by Bank of America, N.A. ("Bank"), G & H Western Corporation ("Sub-Landlord") and Winner Gaming Inc. ("Tenant").

### **RECITALS**

A. Sub-Landlord and Tenant have entered into a lease agreement dated as of August 10, 2009 ("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 Deed of trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), dated on or after 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.

C. On the terms and conditions in this Agreement, the parties desire to subordinate Tenant's leasehold interest in the Property to the lien of the Deed of Trust and to assure Tenant possession of the Property for the entire term of the Lease, even though Bank may foreclose the lien of the Deed of Trust before expiration of the Lease.

Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

#### **Section 1. Subordination.**

The Lease, the leasehold estate created thereby, and all rights and privileges of Tenant thereunder shall be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of the obligations now or hereafter secured by the Deed of Trust.

#### **Section 2. Nondisturbance.**

So long as Tenant is not in default, beyond any period given to Tenant to cure a default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, Tenant's possession of the Property and Tenant's rights and privileges under the Lease, including any extensions or renewals, shall not be diminished or interfered with by Bank during the term of the Lease or any extensions or renewals. So long as Tenant is not in default, beyond any period given Tenant to cure such default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, Bank will not join Tenant as a party for the purpose of terminating or otherwise affecting Tenant's interest under the Lease, in any action of foreclosure or other proceeding brought by Bank to enforce any rights arising because of any default under the Deed of Trust. Bank may, however, join Tenant as a party if joinder is necessary under any statute or law to secure the remedies available to Bank under the Deed of Trust, but joinder shall be for that purpose only and not for the purpose of terminating the Lease or affecting Tenant's right to possession of the Property.

#### **Section 3. Attornment.**

Ref #: 1003551320 : - G & H RENO PROPERTIES LLC  
Nevada Subordination, Nondisturbance & Attornment

If the Sub-Landlord's interest is transferred to and owned by Bank or any successor of Bank ("Acquiring Party") because of foreclosure or other proceedings brought by Bank, or by any other manner, and Acquiring Party succeeds to Sub-Landlord's interest under the Lease, Tenant shall be bound to the Acquiring Party, and Acquiring Party shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the remaining term, including any extensions or renewals, with the same effect as if Acquiring Party were Sub-Landlord under the Lease. Tenant agrees to attorn to Acquiring Party as the Sub-Landlord, with the attornment being effective and self-operable immediately upon Acquiring Party succeeding to the interest of Sub-Landlord under the Lease, all without the execution by the parties of any further instruments. However, Tenant shall not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with evidence satisfactory to Tenant, demonstrating that Acquiring Party has succeeded to Sub-Landlord's interest under the Lease and directing where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment, to the extent of the then-remaining balance of the term of the Lease, shall be the same as in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Sub-Landlord's interest in the Lease, Acquiring Party shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, after Acquiring Party's succession to Sub-Landlord's interest, have the same remedies against Acquiring Party for the breach of any agreement in the Lease that Tenant might have had against Sub-Landlord.

#### **Section 4. Tenant's Purchase Option.**

The lien of the Deed of Trust shall unconditionally be and remain at all times a lien on the Property prior and superior to any existing or future option or right of first refusal of Tenant to purchase the Property or any portion thereof. In the event of any transfer of Sub-Landlord's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any purchase option or right of first refusal which remains unexercised at the time of such transfer.

#### **Section 5. No Change in Lease.**

Sub-Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease without the prior written consent of Bank. Any change, alteration, amendment, or other modification to the Lease without the prior written consent of Bank shall be void as to Bank.

#### **Section 6. Notices.**

In this Agreement, wherever it is required or permitted that notice and demand be given by any party to another party, that notice or demand shall be given in writing and forwarded by certified mail, addressed as follows:

For Sub- Landlord:

G & H Western Corporation  
1357 Us Highway 395 N  
Gardnerville, NV 894105

For Tenant:

Winner Gaming Inc.  
1357 N. 395 Highway

Ref #: 1003551320 :- G & H RENO PROPERTIES LLC  
Nevada Subordination, Nondisturbance & Attornment

Gardnerville, NV 89410

For Bank:

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

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

**Section 7. Authority.**

If any party is a corporation, limited liability company, or a partnership, all individuals executing this Agreement on behalf of such corporation, limited liability company, or partnership represent and warrant that they are authorized to execute and deliver this Agreement on behalf of the corporation, limited liability company, or partnership and that this Agreement is binding upon such corporation, limited liability company, or partnership.

**Section 8. Miscellaneous.**

This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any action against any other party based on this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, expenses, and costs of suit. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and shall not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with and governed by Nevada law.

The parties have duly executed this Agreement as of the date first above written.

Bank:

**Bank of America, N.A.**

By: 

Authorized Signor, Officer  
Tamie Heiss

Sub-Landlord:

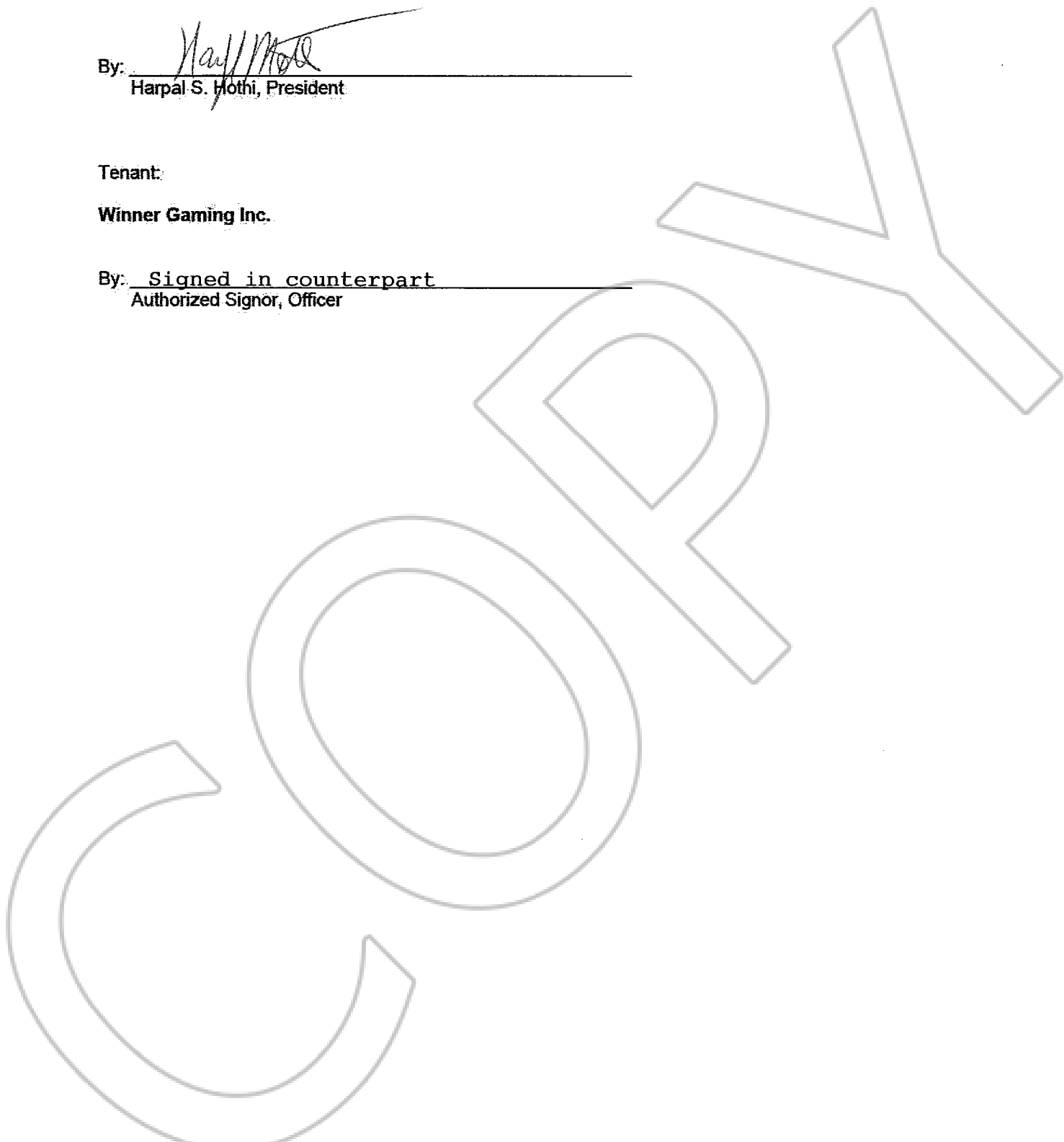
**G & H Western Corporation**

Ref #: 1003551320 :- G & H RENO PROPERTIES LLC  
Nevada Subordination, Nondisturbance & Attornment

By: Harpal S. Mothi  
Harpal S. Mothi, President

Tenant:  
**Winner Gaming Inc.**

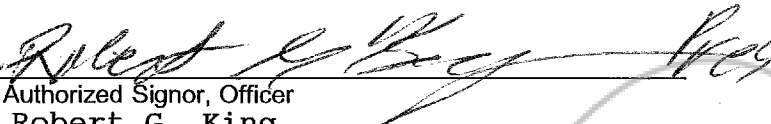
By: Signed in counterpart  
Authorized Signor, Officer

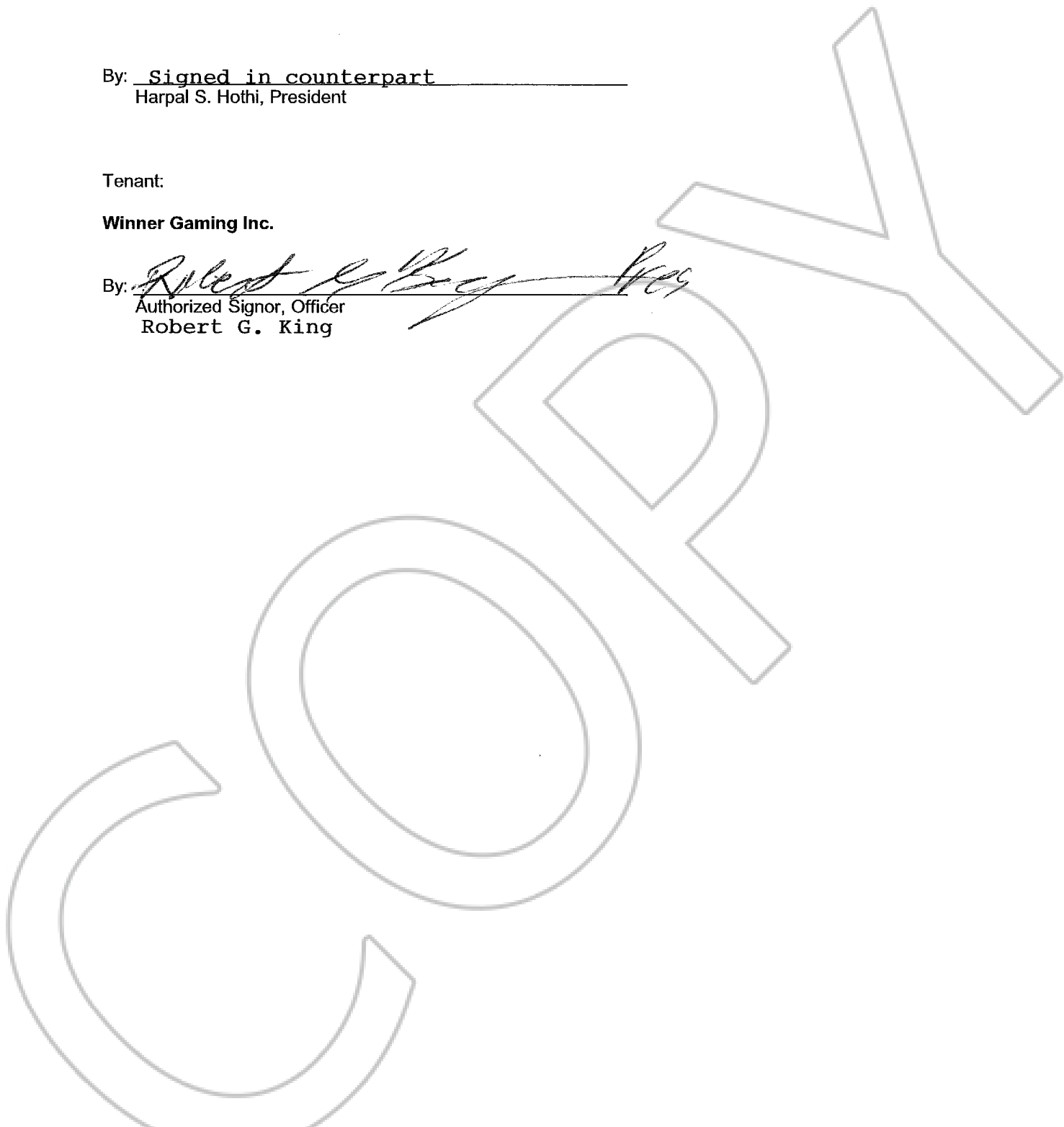


By: Signed in counterpart  
Harpal S. Hothi, President

Tenant:

**Winner Gaming Inc.**

By:   
Authorized Signor, Officer  
Robert G. King



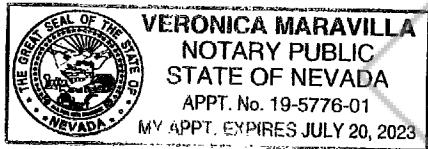
BANK:

**ACKNOWLEDGMENT**

STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on February 08, 2022 by Jamie Heiss  
as VP BDD of Bank of America



Veronica Maravilla  
NOTARY PUBLIC  
My commission expires: Feb 08, 2022

Sub-Landlord:

**ACKNOWLEDGMENT**

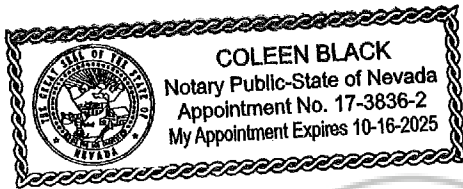
STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on 22 DEC 2021 by HARPAL S HOTHI  
as PRESIDENT of G & H RENO PROPERTIES LLC

Coleen Black  
NOTARY PUBLIC

My commission expires: 10-16-25





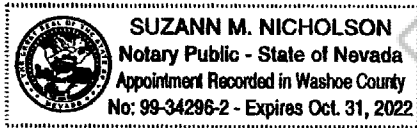
TENANT:

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on Feb. 8, 2022 by Robert G. King  
\_\_\_\_\_ as President of Winner's Gaming, Inc



Suzann M. Nich  
NOTARY PUBLIC

My commission expires: Oct. 31, 2022

## EXHIBIT "A" Legal Description

### 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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