

SUBORDINATION, NON-DISTURBANCE
AND ESTOPPEL AGREEMENT

This Agreement entered into this XX day of XXXX, between XXXXXXXXXX, (Lessor/Borrower) XXXXXXXXX, (Lender) and the, STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, (hereinafter referred to as Lessee) for and on behalf of the, XXXXXXXXX, (hereinafter referred to as Tenant) with reference to the following facts:

1. Lessee/Tenant and Lessor/Borrower entered into a lease dated XXXXX (the Lease) relating to certain real property described as XXXX square feet of usable office space located at XXXXXXXXXX, (the Premises);
2. Lessor/Borrower has assigned the above-described Lease to Lender as additional security for a mortgage or deed of trust on the Premises (the Lien); and
3. Lessee/Tenant desires to facilitate Lessor/Borrower's ability to borrow funds from Lender and has agreed to subordinate the Lease and all of its rights and interests in and to the premises, under the Lease to the Lien.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the loan, the parties do hereby agree and convent as follows:

TENANT CERTIFICATION

- A. Lessee/Tenant hereby warrants, represents, covenants, and certifies for the benefit of Lender as follows:
1. The Lease is in full force and effect and has not been modified, altered, or amended, unless stated so in this agreement.
 2. Lessee/Tenant accepted possession of the Premises pursuant to the terms of the Lease and is in occupancy and paying rent on a current basis.
 3. All agreements and conditions of the Lease to be performed or complied with by Lessor/Borrower relating to improvements or the use of the Premises have been satisfied and the improvements were fully and timely completed and have been approved and accepted by Lessee/Tenant.
 4. As of the date of this Agreement, there are no defenses to Lessor/Borrower's enforcement of its rights under the Lease; Lessee/Tenant had no charges, lien, claims, credits, or offsets against rentals on the Lease. No default has occurred or is continuing under any of the terms or conditions of the Lease.

5. Lessor/Borrower is holding no money as a security deposit, and there are no periods of free rentals applicable to the terms of the Lease, except as specified in the Lease.
6. Lessee/Tenant has not subleased the Premises, or any portion thereof, and has not assigned all or any portion of Lessee/Tenant's rights under the Lease.
7. The Lease constitutes a complete statement of the agreements, covenants, terms, and conditions of Lessee/Tenant and Lessor/Borrower with respect to the Premises and there are no other agreements or understandings between those parties with respect to the Premises.
8. The primary term of the Lease and the options to renew the Lease are as stated in the Lease.
9. Rent due monthly and paid quarterly, during the term of the Lease has been paid through XXXXX.
10. All rental payments shall continue to be paid to Lessor in accordance with the terms of the Lease, unless and until otherwise notified in writing by Lender, at which time Lessee/Tenant shall make rental payments only as directed by Lender.

SUBORDINATION OF LEASE

- B. Lessee/Tenant hereby intentionally subordinates the Lease and the leasehold estate created thereby in favor of the Lien. Lessee/Tenant agrees that the Lease, and leasehold estate created thereby, together with all rights and privileges of Lessee/Tenant thereunder, is subordinate to the Lien.

NON-DISTURBANCE / ATTORNMENT

- C. Lessee/Tenant acknowledges and agrees that by reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Lessor/Borrower thereunder, provided, however, if Lessee/Tenant is not in default of the Lease, Lender will acknowledge Lessee/Tenant's rights of nondisturbance and quiet enjoyment of the Premises under the Lease. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, the Lessee/Tenant will attorn to Lender as successor to Lessor/Borrower under the terms of the Lease and in the event the Lien is foreclosed on for any reason, and Lender succeeds to the interest of Landlord under the Lease, Lessee/Tenant shall be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were Landlord under the Lease. The respective rights and obligations of Lessee/Tenant and Lender under such attornment shall be the same as are set forth in the Lease for the balance of the term of the Lease; provided, however, that the Lender or such third party shall not be:
- (a) liable for any act or omission of any prior Lessor (including the Lessor/Borrower), except to the extent the Lender was furnished notice and opportunity to cure the same in accordance with the provisions of this agreement prior to taking possession of such Premises; or
 - (b) subject to any offsets or defenses which the Lessee/Tenant might have against any prior Lessor (including the Lessor/Borrower), except to the extent the Lender was furnished notice and opportunity to cure the same in accordance with the provisions of this agreement prior to taking possession of such Premises; or
 - (c) bound by any rent or additional rent which the Lessee/Tenant might have paid for more than three (3) months in advance to any prior Lessor (including the Lessor/Borrower); or
 - (d) Notwithstanding anything to the contrary in this agreement or otherwise, in the event the Lender or a third party takes possession of the Premises as provided above, the liability of the Lender or such third party under the Lease shall be limited to the Lender's or such third party's, as the case may be, interest in the Premises, and upon any assignment or other transfer of the Lender's or such third-party's interest in the Premises, the Lender or such third party, as applicable, shall be discharged and released from any obligation or liability under the Lease arising or accruing after the date of such assignment or transfer.

NONDEFAULT

- D. So long as Lessee/Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms of the Lease, Lessee/Tenant's possession of the Premises and rights and privileges of the Premises under the Lease or any renewal thereof shall not be diminished or interfered with by the Lender.

Lessee/Tenant agrees not to subordinate the Lease to any other lien or encumbrance which (i) affects the Premises under the Lease, or any part thereof, or (ii) is junior to the Lien, without the express written consent of the Lender, and any such subordination or any such attempted subordination or agreement to subordinate without such consent of Lender, shall be void and of no force and effect.

NOTICE TO LENDER OF DEFAULT

- E. Lessee/Tenant agrees not to terminate the Lease or abate rent on account of a default by Lessor/Borrower or other landlord without giving Lender a written notice by registered or certified mail, return receipt requested, sent to Lender's address as set forth hereinabove, and upon receipt of said notice, Lender shall have the opportunity for thirty (30) days to remedy and cure, or cause to be remedied and cured, said defaults before Lessee/Tenant is entitled to terminate the Lease or abate rent on account of any said default provided, however, that in the case of any default which cannot with diligence be cured within such thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity not to exceed sixty (60) days.

MODIFICATION

- F. This agreement may be modified only in writing signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successors, and assigns, it being expressly understood that all references to "Lender" shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

GOVERNING LAWS

G. This Agreement shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement as of XXXXXX.

LENDER

XXXXXXXXXX

By _____

Printed name _____

Title _____

Date _____

LESSOR/BORROWER

XXXXXXXXXX

By _____

Title

Date _____

Reviewed as to format only:

PAUL ADAM LAXALT
ATTORNEY GENERAL

By _____

Susan K. Stewart
Deputy Attorney General

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____

Gustavo "Gus" Nuñez, P.E.
Administrator

Date _____

TENANT

XXXXXXXXXX

By _____

Director

Date _____