

Official Record

Recording requested By
COW COUNTY TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$45.00

Page 1 of 7

RPTT:

Recorded By: DP

Book- 259 Page- 0502



0136752

A.P.N. 03-144-03

R.P.T.T. \$0.00

Escrow No. 38557

Recording Requested By:

Cow County Title Co.

Mail Tax Statements To:

Same as below

When Recorded Mail To:

Founders Title Company

Attn: Jim Morris

748 W Heritage Park Blvd Suite 202

Layton UT 84041

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

COPY



Caliente#450086.doc
STATE OF NEVADA
COUNTY OF LINCOLN

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMEN T
AGREEMENT ("SNDA") is made and entered into this 18th day of May, 2009, by and
among T & N PROPERTIES, LLC, an Utah limited liability company, whose address is 477
South Main, Brigham City, Utah, 84302 ("Landlord"); FIRST PLACE BANK whose
address is 724 Boardman-Poland Road ("Lender"); and FAMILY DOLLAR, INC., a
Youngstown, Ohio 44512 ("Tenant").

WITNESSETH:

A. Tenant entered into a Lease Agreement dated May 18, 2009 ("Lease"), with
Landlord for premises situated on the northwest corner of the intersection of Front Street
(U. S. Highway 93) and 2nd Street, in the City of Caliente, County of Lincoln, State of
Nevada ("Demised Premises") as shown on Exhibit A - Site Plan attached to the Lease
which is incorporated in this SNDA by reference.

B. Lender intends to make a loan to Landlord to be secured by a mortgage or
deed of trust (the "Mortgage") on the Demised Premises. *(Said loan is in the
Amount of \$553,000.)*

SCW

C. Tenant and Lender desire to confirm their agreement with respect to the
Lease and the Mortgage.

NOW, THEREFORE, in consideration of the Demised Premises and the mutual
covenants set forth below and other good and valuable consideration, Landlord, Lender,
and Tenant agree as follows:

1. The Lease is and will be subordinate to the lien of the Mortgage and to all
renewals, modifications, and extensions of the Lease subject to the terms of this SNDA.

2. So long as Tenant is not in default (beyond any period given Tenant to cure
the default) in the payment of rent or in the performance of any of the terms, covenants, or
conditions of the Lease on Tenant's part to be performed, the nonperformance of which
would entitle Landlord to terminate the Lease, (i) Tenant's possession of the Demised
Premises and Tenant's rights and privileges under the Lease, and any extensions or
renewals of the Lease or acquisition of additional space that may be effected in accordance
with any option in the Lease, will not be diminished or interfered with by Lender in the
exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the Demised
Premises will not be disturbed by Lender in the exercise of any of its rights under the
Mortgage during the term of the Lease or any extensions or renewals of the Lease, and (iii)
Lender will not join Tenant as a party defendant in any action or proceeding for the purpose
of terminating Tenant's interest and estate under the Lease because of any default under
the Mortgage.

3. If the interest of Landlord is acquired by Lender or by anyone claiming an
interest in the Demised Premises by or through Lender including any purchaser at a
foreclosure sale ("Successor Landlord") by reason of foreclosure of the Mortgage or other
proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure,
Tenant and Lender or the Successor Landlord will be bound to each other under all of the
terms of the Lease for the balance of the term remaining including any extensions or
renewals elected by Tenant, with the same force and effect as if Lender or Successor
Landlord were the Landlord under the Lease and Tenant will attorn to Lender or Successor
Landlord as the Landlord under the Lease, the attornment to be automatically effective
without the execution of any further instrument. Notwithstanding the foregoing, Tenant will
be under no obligation to pay rent to Lender or Successor Landlord until Tenant has
received written notice from Lender or Successor Landlord that it has acquired the interest
of Landlord in the Demised Premises. The notice will be accompanied by reasonable
documentation evidencing the acquisition. The respective rights and obligations of Tenant
and Lender or Successor Landlord upon attornment will be as set forth in the Lease,
including Tenant's right to rent credits, if any, for leasehold improvements as described in
the Lease, it being the intention of the parties for this purpose to incorporate the Lease in
this SNDA by reference with the same force and effect as if set forth at length in this SNDA.





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COUNTY OF LINCOLN

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among T & N PROPERTIES, LLC, an Utah limited liability company, whose address is 477
South Main, Brigham City, Utah 84302 ("Landlord"); _____ whose
address is _____ ("Lender"); and FAMILY DOLLAR, INC., a
North Carolina corporation, whose address is Post Office Box 1017, Charlotte, North
Carolina 28201-1017 ("Tenant").

WITNESSETH:

A. Tenant entered into a Lease Agreement dated May 18, 2009 ("Lease"), with
Landlord for premises situated on the northwest corner of the intersection of Front Street
(U. S .Highway 93) and 2nd Street, in the City of Caliente, County of Lincoln, State of
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and Tenant agree as follows:

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renewals, modifications, and extensions of the Lease subject to the terms of this SNDA.

2. So long as Tenant is not in default (beyond any period given Tenant to cure
the default) in the payment of rent or in the performance of any of the terms, covenants, or
conditions of the Lease on Tenant's part to be performed, the nonperformance of which
would entitle Landlord to terminate the Lease, (i) Tenant's possession of the Demised
Premises and Tenant's rights and privileges under the Lease, and any extensions or
renewals of the Lease or acquisition of additional space that may be effected in accordance
with any option in the Lease, will not be diminished or interfered with by Lender in the
exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the Demised
Premises will not be disturbed by Lender in the exercise of any of its rights under the
Mortgage during the term of the Lease or any extensions or renewals of the Lease, and (iii)
Lender will not join Tenant as a party defendant in any action or proceeding for the purpose
of terminating Tenant's interest and estate under the Lease because of any default under
the Mortgage.

3. If the interest of Landlord is acquired by Lender or by anyone claiming an
interest in the Demised Premises by or through Lender including any purchaser at a
foreclosure sale ("Successor Landlord") by reason of foreclosure of the Mortgage or other
proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure,
Tenant and Lender or the Successor Landlord will be bound to each other under all of the
terms of the Lease for the balance of the term remaining including any extensions or
renewals elected by Tenant, with the same force and effect as if Lender or Successor
Landlord were the Landlord under the Lease and Tenant will attorn to Lender or Successor
Landlord as the Landlord under the Lease, the attornment to be automatically effective
without the execution of any further instrument. Notwithstanding the foregoing, Tenant will
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received written notice from Lender or Successor Landlord that it has acquired the interest
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documentation evidencing the acquisition. The respective rights and obligations of Tenant
and Lender or Successor Landlord upon attornment will be as set forth in the Lease,
including Tenant's right to rent credits, if any, for leasehold improvements as described in
the Lease, it being the intention of the parties for this purpose to incorporate the Lease in
this SNDA by reference with the same force and effect as if set forth at length in this SNDA.





4. Landlord agrees that if Lender notifies Tenant that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Landlord, then Tenant will be entitled to comply with the instrument upon being furnished a copy of it by Landlord or Lender, and Tenant may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Landlord's default under the Mortgage, or otherwise, and Tenant will have no obligation to make any independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand will be deemed to be payments to Landlord pursuant to the Lease.

5. This SNDA will automatically expire upon the occurrence of either of the following: (i) The term of the Lease expires or the Lease terminates, or (ii) the loan secured by the Mortgage is paid in full by the Landlord such that neither Lender nor anyone claiming by or through Lender has any interest in the Demised Premises and the Mortgage is released of record.

6. This SNDA may not be cancelled or modified except by an agreement in writing signed by Lender and Tenant or their respective successors.

7. This SNDA and the rights and obligations under this SNDA of the Landlord, Tenant, and Lender will bind and inure to the benefit of their respective heirs, successors, and assigns.

Landlord, Lender, and Tenant have caused this SNDA to be duly signed and sealed.

Witnesses:

LANDLORD
T & N PROPERTIES, LLC (SEAL)

Darena Lund
Karen Beckords

By: [Signature]
Kurt Lund, Managing Member

ATTEST:

LENDER

Secretary

By: _____
(Title) _____

ATTEST:

TENANT
FAMILY DOLLAR, INC.

[Signature]
Thomas E. Schoenheit
Assistant Secretary

By: [Signature]
Keith M. Gehl
Senior Vice President

The parties are executing this document in counter part for the purpose of facilitating its execution. The counterparts are to be considered and interpreted as a single document.



Caliente, NV#450086

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Landlord, Lender, and Tenant have caused this SNDA to be duly signed and sealed.

Witnesses:

LANDLORD
T & N PROPERTIES, LLC (SEAL)

Drena Lund
Karen Rickards

By: [Signature]
Kurt Lund, Managing Member

FIRST PLACE BANK

ATTEST:

LENDER [Signature]

[Signature]
Secretary WITNESS

By: Sean Keane
(Title) Vice President

ATTEST:

TENANT
FAMILY DOLLAR, INC.

[Signature]
Thomas E. Schoenheit
Assistant Secretary

By: [Signature]
Keith M. Gehl
Senior Vice President





STATE OF UTAH

NOTARY

COUNTY OF CACHE

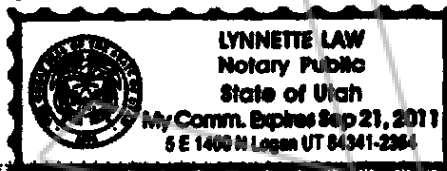
I, Lynnette Law, a Notary Public in and for the aforesaid State and County, do hereby certify that KURT LUND, Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of T & N PROPERTIES, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 17th day of May, 2009.

Lynnette Law
Notary Public

My Commission Expires:

9/21/11



STATE OF _____

NOTARY

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of _____ the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the _____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

NOTARY

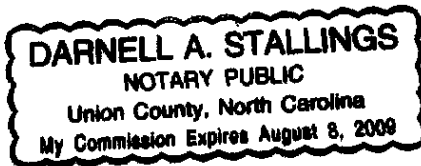
COUNTY OF MECKLENBURG

I, Darnell A. Stallings, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and THOMAS E. SCHOENHEIT, Senior Vice President and Assistant Secretary respectively of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18th day of May, 2009.

Darnell A. Stallings
Darnell A. Stallings
Notary Public

My Commission Expires:
08/08/2009





Laiente,NV#450086

STATE OF UTAH

NOTARY

COUNTY OF CACHE

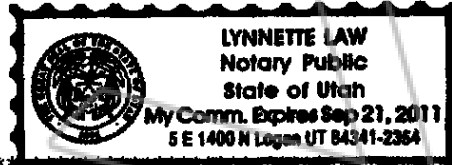
I, Lynnette Law, a Notary Public in and for the aforesaid State and County, do hereby certify that KURT LUND, Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of T & N PROPERTIES, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18th day of May, 2009.

Lynnette Law
Notary Public

My Commission Expires:

9/21/11



STATE OF OHIO

NOTARY

COUNTY OF CUYAHOGA

I, John L. Mlakar, a Notary Public in and for the aforesaid State and County, do hereby certify that Sean Keane personally appeared before me this day and that by the authority duly given and on behalf of First Place Bank the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 8th day of October, ~~2009~~ 2010

John L. Mlakar
Notary Public

My Commission Expires:



JOHN L. MLAKAR
Notary Public
In and for the State of Ohio
My Commission Expires
May 18, 2015

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Darnell A. Stallings, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and THOMAS E. SCHOENHEIT, Senior Vice President and Assistant Secretary respectively of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18th day of May, 2009.

Darnell A. Stallings
Darnell A. Stallings
Notary Public

My Commission Expires:
08/08/2009

