



MISC 2014018409



MAR 13 2014 13:25 P 8

Fee amount: 52.00
FB: 53-02600
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/13/2014 13:25:14.00



2014018409

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
BBSG San Antonio Loan Ops LDI
P.O. Box 65119
San Antonio, TX 78265

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Lender to Tenant)

THIS AGREEMENT, dated this 24th day of February, 2014, between **BURGER KING CORPORATION**, a Florida corporation ("**Tenant**"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("**Lender**").

WITNESSETH:

WHEREAS, Tenant has leased all or part of the properties described on Exhibit A attached hereto and made a part hereof (the "**Property**" or collectively "**Properties**"), under certain lease agreements by and between Tenant and **SIMMONDS PROPERTIES, LTD., LLP**, a Nebraska limited partnership (the "**Landlord**"), as further described on Exhibit B (the "**Lease**" or collectively "**Leases**") attached hereto and made a part hereof; and

WHEREAS, Lender is the beneficiary to certain deeds of trust (the "**Deed of Trust**" or collectively the "**Deeds of Trust**") on the Properties, each as described on Exhibit C attached hereto and made a part hereof; and

WHEREAS, Lender has agreed that the Leases shall remain in effect on the terms and conditions hereinafter set forth, notwithstanding any foreclosure or other proceedings for enforcement of the Deeds of Trust.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the undersigned Lender and Tenant agree as follows:

1. In consideration of Lender's agreement in Paragraph 2 below, Tenant agrees that the Leases and Tenant's leasehold interest shall be subordinated in all respects to the lien and effect of the Deeds of Trust and all renewals, extensions and modifications thereof.

2. Lender shall not disturb Tenant's quiet possession of the Properties under the Leases nor deprive Tenant of any of its rights, privileges or immunities thereunder including its ownership of the buildings and improvements thereon if the Lease so provides and shall not impose any additional obligations upon Tenant not specifically provided for in the Leases provided that Tenant is not in default thereunder.

3. If the interest of Landlord shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by Lender, or by any other manner, and Lender succeeds to the interest of Landlord under any Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of such Lease for the balance of the remaining term and any extensions or renewals and Tenant does hereby agree to attorn to Lender as its landlord, should Lender require such attornment. However, Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that Lender has succeeded to the interest of Landlord under any Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Leases in this Agreement by reference with the same force and effect as if set forth at length herein.

4. Lender shall not name Tenant as a party defendant in any action or proceeding to foreclose any Deed of Trust and any foreclosure sale pursuant to a Deed of Trust shall be subject to the applicable Lease.

5. This Agreement is to be governed and construed by the laws of the state where the Property is situated.

6. Any notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by Certified Mail to the following addresses, or to such other places any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

TENANT:

BURGER KING CORPORATION
5505 Blue Lagoon Drive
Miami, Florida 33126

with copy to:
P.O. Box 020783
General Mail Facility
Miami, Florida 33102-0783
Attn: General Counsel

LENDER:

WELLS FARGO, NA
10010 Regency Circle
Omaha, NE 68114
MAC N8004-020

with copy to:
Wells Fargo Bank, NA
BBSG San Antonio Loan Ops LDI
P.O. Box 65119
San Antonio, TX 78265

7. Except as herein specifically modified and/or amended, all the covenants, agreements, restrictions, rights, privileges and obligations of the aforesaid Deeds of Trust and Leases shall remain in full force and effect.

8. This Agreement and each and every covenant and other provision hereof, shall be binding upon and be for the benefit of the parties hereto and their heirs, executors, administrators, representatives, successors, assigns and sub-tenants.

[Signatures Begin On Next Page]

IN WITNESS WHEREOF, Tenant has caused this Agreement to be executed and sealed this 24th day of February, 2014.

Witnessed by:

Jane Chin Sang
Print Name: Jane Chin-Sang

Rubia
Print Name: RUBIA KUNA

TENANT:

BURGER KING CORPORATION,
a Florida corporation

By: [Signature]
Name: Heileen S. Bell
Title: Director, Senior Attorney

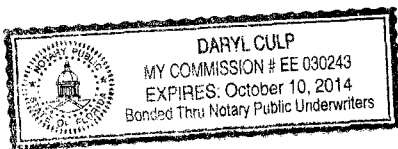
[CORPORATE SEAL]

STATE OF Florida)
COUNTY OF mi-ami-Dade) ss.

The foregoing instrument was acknowledged before me this 24th day of February, 2014, by Heileen S. Bell as Director Senior Attorney of Burger King Corporation, a Florida corporation, on behalf of the corporation. He she is personally known to me or produced _____ as identification.

Daryl Culp
Notary Public, State of Florida

My Commission expires: _____



IN WITNESS WHEREOF, Tenant has caused this Agreement to be executed and sealed this 26 day of February, 2014.

LENDER:

WELLS FARGO, National Association

Witnessed by:

Jane C. Luksa
Print Name: Jane C. Luksa

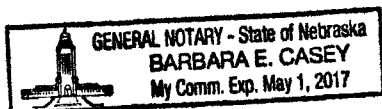
Betty Fickel
Print Name: Betty Fickel

By: [Signature]
Name: Kevin Bartek
Title: Sr. Relationship Manager

[CORPORATE SEAL]

STATE OF NE)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 26 day of February, 2014, by Kevin Bartek as Sr. Relationship Mgr of Wells Fargo, NA, on behalf of said bank. He/she is personally known to me or produced NE Drivers License as identification.



Barbara E. Casey
Notary Public, State of NE

My Commission expires: 5-1-2017

**EXHIBIT A
LEGAL DESCRIPTIONS**

<p>1902 N 72nd Street, Omaha, NE</p> <p>53-02600</p>	<p>The West 233 feet of the East 250 feet of Lot 6, in Bellair, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.</p> <p>EXCEPT</p> <p>1. The South 72 feet of the West 233 feet of the East 250 of Lot 6, in Bellair, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;</p> <p>2. The North 15.1 feet of the West 233 feet of the East 250 feet of Lot 6, in Bellair, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;</p> <p>Together with non-exclusive easement rights appurtenant thereto as established by Easement Agreement dated October 5, 1983 and recorded October 7, 1983, in Book 698 at Page 46 of the Miscellaneous Records of Douglas County, Nebraska.</p>
<p>2204 23rd Street, Columbus, NE</p>	<p>Lot 15, of Simmonds Re-Plat of Lots 15 and 16, Block F, North Park 1st Addition to the City of Columbus, Platte County, Nebraska.</p> <p>and</p> <p>Lot 16, of Simmonds Re-Plat of Lots 15 and 16, Block F, North Park 1st Addition to the City of Columbus, Platte County, Nebraska.</p>
<p>6406 N 72nd St, Omaha, NE</p> <p>67-36406</p>	<p>Lot 1, in Sorenson Park Plaza Replat 3, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.</p>
<p>330 N. 168th Circle, Omaha, NE</p> <p>68-38828</p>	<p>Lot 2, in Town Center at Pacific Springs Replat Three, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.</p>
<p>12223 McDermott Plz, La Vista, NE</p>	<p>Lot 7, in Southport East Replat 6, an Addition to the City of La Vista, as surveyed, platted, and recorded in Sarpy County, Nebraska.</p>

**EXHIBIT B
LEASES**

LEASE	PROPERTY ADDRESS	MEMORANDUM OF LEASE RECORDING INFORMATION
Lease Dated July 16, 2008	1902 N 72nd Street, Omaha, NE	Instrument No. 2008-075574 in the Douglas County Register of Deeds Office
Lease Dated July 16, 2008	2204 23rd Street, Columbus, NE	N/A
Lease Dated July 16, 2008	6406 N 72nd St, Omaha, NE	Instrument No. 2008075590 in the Douglas County Register of Deeds Office
Lease Dated July 16, 2008	330 N. 168th Circle, Omaha, NE	Instrument No. 2009072532 in the Douglas County Register of Deeds Office
Lease Dated July 16, 2008	12223 McDermott Plz, La Vista, NE	Instrument No. 2008-22585 in the Sarpy County Register of Deeds Office

**EXHIBIT C
DEEDS OF TRUST**

1902 N 72nd Street, Omaha, NE	Deed of Trust recorded on September 3, 2013 at Instrument No. 2013089888 in the Records of the Register of Deeds of Douglas County, Nebraska;
2204 23rd Street, Columbus, NE	Deed of Trust recorded on September 3, 2013 at Book 609 Page 1283 of Mortgages in the Records of the Register of Deeds of Platte County, Nebraska
6406 & 6410 N 72nd St, Omaha, NE	Deed of Trust recorded on September 3, 2013 at Instrument No. 2013089980 in the Records of the Register of Deeds of Douglas County, Nebraska
330 N. 168th Circle, Omaha, NE	Deed of Trust recorded on September 3, 2013 at Instrument No. 2013089988 in the Records of the Register of Deeds of Douglas County, Nebraska
12223 McDermott Plz, La Vista, NE	Deed of Trust recorded on September 3, 2013 at Instrument Number 2013- 27984 in the Records of the Register of Deeds of Sarpy County, Nebraska