

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**  
**(MORTGAGE)**

THIS AGREEMENT is made and entered into as of the 15<sup>TH</sup> day of October, 2008, among City of Las Vegas Redevelopment Agency, a public body, having an address at, 400 Stewart Avenue, Las Vegas, Nevada 89101, hereinafter called "Mortgagee", Wirrulla Hayward LLC, a Washington limited liability company having an address at 8981 Opus Drive, Las Vegas, Nevada 89117, hereinafter called "Landlord", and Telemundo Las Vegas Inc., a Delaware corporation, having an address at 450 Fremont Street, Suite 310, Las Vegas, Nevada 89101 hereinafter called "Tenant".

**W I T N E S S E T H:**

WHEREAS, FAEC Holdings Wirrulla, LLC, as landlord, and Landlord, as tenant, entered into that certain Lease Agreement dated June 16, 2006 covering the real estate described in EXHIBIT "A" hereto attached and hereby made a part hereof ("Premises"); and

WHEREAS, Master Lessor (as successor-in-interest to World Entertainment Centers LLC, a Delaware limited liability company ("WEC"), has certain obligations to Mortgagee which are secured by that certain Short Form Deed of Trust and Assignment of Rents dated November 30, 1998, by and between WEC, as grantor or trustor, Nevada Title Company, a Nevada corporation, as trustee, and Mortgagee, as beneficiary, recorded in the Official Records of Clark County, Nevada, on December 29, 2006, in Book 20061229, as Instrument No. 20061229 ("Mortgage"); and

WHEREAS, Tenant subleases a portion of the Premises from Landlord pursuant to that certain Lease between Landlord and Tenant dated August \_\_, 2008 ("Lease"); and

WHEREAS, the parties hereto desire to set forth their agreement as to their respective rights and priorities in connection with said Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of any amounts due or obligations owed thereunder.

2. Tenant agrees that it will attorn to and recognize either a purchaser at a foreclosure sale under the Mortgage or a transferee who acquires the Premises by deed in lieu of foreclosure as Tenant's Landlord for the unexpired balance (and any extensions, if exercised) of the term of said Lease upon the same terms and conditions set forth in the Lease.

3. As long as Tenant is not in default beyond any cure period provided in the Lease in either 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, Tenant's possession of the portion of the Premises subleased to it and Tenant's rights and privileges under the Lease, including any extension, expansion and renewal rights which may be effected in accordance with any option thereof in the Lease shall not be diminished or interfered with by Mortgagee, and the Tenant's occupancy of its leased premises shall not be disturbed by the Mortgagee for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

4. In the event that it should become necessary to foreclose the Mortgage, and so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease beyond any cure period provided in the Lease, Mortgagee will neither terminate the Lease through foreclosure sale or by deed in lieu thereof, nor join Tenant in summary or foreclosure proceedings nor disturb the quiet enjoyment or peaceable possession of Tenant under the Lease.

5. In the event that Mortgagee or any purchaser at a foreclosure sale or any transferee who acquires the Premises by deed in lieu of foreclosure shall succeed to the interest of Landlord under the Lease, Mortgagee and any such purchaser or transferee agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall thereafter have the same remedies against Mortgagee or such purchaser or transferee for any breach or non-compliance with any provision in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee or such purchaser or transferee had not succeeded to the interest of Landlord, provided that Mortgagee or such purchaser or transferees shall not be

(a) liable for any act or omission of any prior landlord (including Landlord);

or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(c) bound by any Rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord).

6. Nothing herein shall obligate Tenant to pay Rent or otherwise attorn to Mortgagee or to any purchaser or transferee pursuant to Section 2, until Tenant receives written notice from Mortgagee.

7. Tenant shall, from time-to-time, deliver such certificates as Mortgagee shall request as to the continuance of the Lease in effect, as to payment of rents thereunder, and as to such related matters as Mortgagee shall reasonably request.

8. Tenant shall promptly notify Mortgagee of the occurrence of any default or event of default by Landlord under the Lease or any event which with the giving of notice or passage of time could become an event of default.

9. Mortgagee agrees that neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on or within the portion of the Premises subleased to Tenant, regardless of the manner or mode of attachment thereof.

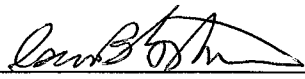
10. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

11. This Agreement may be executed in separate counterparts all of which shall constitute a single instrument.

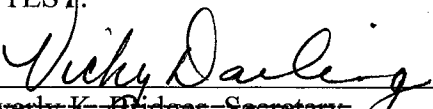
IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

MORTGAGEE:

City of Las Vegas Redevelopment Agency

By:   
Name: Oscar B. Goodman  
Title: Chairman

ATTEST:

  
~~Beverly K. Bridges, Secretary~~  
VICKY DARLING, CMC ACTING SECRETARY

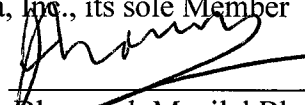
Approved as to form:

 10/3/08  
Date

LANDLORD:

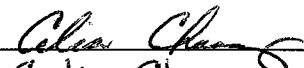
Wirrulla Hayward LLC, a Washington limited liability company

By: Wirrulla, Inc., its sole Member

By:   
Name: Dharnesh Manilal Bhanabhai  
Title: Secretary

TENANT:

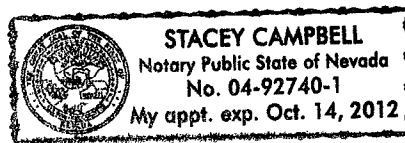
Telemundo Las Vegas Inc.

By:   
Name: Celia Chavez  
Title: President & General Manager

STATE OF NEVADA )  
 ) SS:  
COUNTY OF CLARK )

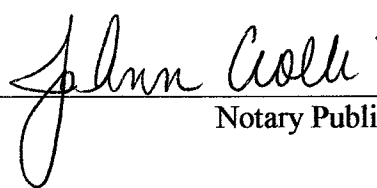
On the 7<sup>TH</sup> day of November, 20  , before me personally appeared Oscar B. Goodman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed and acknowledged that he (she or they) executed it.

Stacey L Campbell  
Notary Public



STATE OF NEVADA )  
 ) SS:  
COUNTY OF CLARK )

On the 6<sup>th</sup> day of October, 2008, before me personally appeared  
DHARMESH MANILAL BHANABHAI personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the person whose name is subscribed and acknowledged that he  
(she or they) executed it.

  
\_\_\_\_\_  
Notary Public

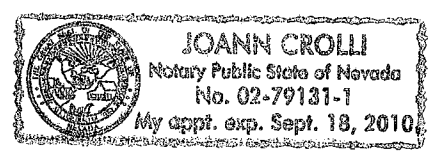


EXHIBIT A  
LEGAL DESCRIPTION OF PREMISES

PARCEL ONE (1)

A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AIR RIGHTS IN AND TO LOT 1 OF NEONOPOLIS, A COMMERCIAL SUBDIVISION, FILED IN BOOK 087 OF PLATS PAGE 035 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING FURTHER DESCRIBED AS FOLLOWS:

BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK 1, PAGE 37 LYING ABOVE THE VARIOUS LOT ELEVATIONS AS SHOWN ON THE RECORD OF SURVEY DESCRIBED BELOW AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 FEET TO 2007.20 FEET FOR CURBING, DRIVEWAY AND PLANTER AREAS TO MEET EXISTING GRADE ON OGDEN AVENUE, THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 OF SURVEYS PAGE 0089 RECORDED ON NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04693, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL TWO (2)

A PERPETUAL NONEXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) ABOVE FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON THAT PORTION OF THE SUBTERRANEAN GARAGE PARCEL WHICH IS NOW OR HEREAFTER IMPROVED AS DRIVEWAYS, STAIRWAYS AND OTHER VEHICULAR AND PEDESTRIAN THOROUGHFARES; A PERPETUAL EXCLUSIVE RIGHT AND EASEMENT APPURTENANT TO PARCEL ONE (1) TO USE THE TOP DECK OF THE SUBTERRANEAN GARAGE AS THE FLOOR OF THE LOWER LEVEL OF PARCEL ONE (1); TO JOIN TO, TO OBTAIN SUBSTANTIAL LOAD BEARING SUPPORT FROM, TO PAINT, TILE OR OTHERWISE SURFACE, TO REMOVE SURFACING FROM, AND TO RESURFACE THE FLOOR, TO SUPPORT WIRING, UTILITIES AND FIXTURES OF ALL SORTS, TO RUN PIPES, LINES, WIRES, MAINS, DUCTS, CONDUITS, VENTS AND RELATED EQUIPMENT AND FACILITIES THROUGH THE FLOOR AND TO MAINTAIN AND REPAIR THE SURFACE OF THE FLOOR AS WELL AS EASEMENTS FOR LATERAL AND SUBJACENT SUPPORT FOR THE IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL ONE (1), AND ALL OTHER EASEMENTS AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998, IN BOOK 981130 AS DOCUMENT NO. 04695 OF OFFICIAL RECORDS.

STATE OF NEVADA )

) SS: \_\_\_\_\_

COUNTY OF CLARK )

On the 4 day of NOV, 2008 before me personally appeared  
Luz C Chavez personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the person whose name is subscribed and acknowledged that he  
(she or they) executed it.

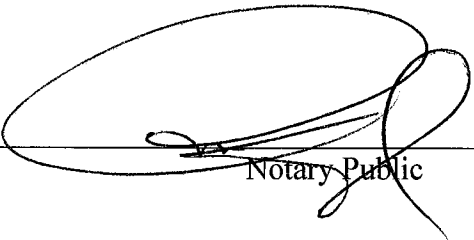
  
\_\_\_\_\_  
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