

When Recorded Return To:
Valley Bank of Nevada
P.O. Box 20000
Reno, Nevada 89520-0025
ATTN: Sonja Eckert

See #48400CH

SUBORDINATION OF LEASE, ATTORNMENT,
AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, executed this 20th day of July, 19 90,
between, ("Lender"), and ("Tenant"), and ("Landlord"), is made with reference to
the following facts:

RECITALS

1. Lender is about to make a loan which is to be secured, among things, by
a Deed of Trust, Assignment of Leases, and Security Agreement (the "Loan
Documents"), which will constitute a first lien upon the real property (the
"Property" which included "Listed Premises") described in the Loan Documents and
Owned by Landlord.

2. Tenant and Landlord entered into Lease(s) dated May 11, 1990
for the Property located at LANGTREE SQUARE (Tenant Space #5)
1302 Langley Drive, Gardnerville, Nevada 89410 which is more
particularly described on Exhibit(s) "A" attached hereto and made a part
hereof.

. At present, the Lease constitutes a prior claim, encumbrance of lien
upon the Listed Premises.

. Lender has requested Tenant to execute the Agreement for purposes of
making the Loan Documents a first lien upon the Listed Premises.

. Tenant desires that the Loan Documents constitute a first lien upon
the Listed Premises provided that Tenant's leasehold estate is recognized and
provided that, should Lender exercise any of its remedies under the Loan
Documents, such exercise does not affect Tenant's right of quiet enjoyment of
its leasehold estate, so long as Tenant is not in default under the Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN
AND THE MUTUAL BENEFITS TO BE OBTAINED HEREBY, LENDER, LANDLORD AND TENANT AGREE
AS FOLLOWS:

. The Lease and the lien thereof are and shall at all times remain a
lien upon the Property, subject and subordinate, however, to the Loan Documents,
or to any renewals, modifications, or extensions thereof, and subject to the
terms and conditions hereof.

. Anything herein contained to the contrary notwithstanding, upon
occurrence of any default or other event permitting Tenant to terminate the
Lease or take such action on any of the Listed Premises, Tenant shall take no

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such action to effect a termination of the Lease or without first giving to Lender written notice thereof and a reasonable time thereafter within which either (a) to obtain possession of the Property (including possession by a receiver) or (b) to institute, prosecute, and complete foreclosure proceedings or otherwise acquire Landlord's interest in the Property.

. In the event of termination of the Lease or such action as to any of the Listed Premises, prior to the expiration of the term, Tenant shall serve upon Lender written notice that the Lease or a portion thereof relating to one or more of the Listed Premises has been terminated. Lender, or its designee, will thereupon have the option to obtain a new Lease upon the same terms and conditions as are contained in the Lease. Upon written notice to Tenant, within ten (10) days after service of notice that the Lease has been terminated or such action has been taken on a portion thereof, that Lender or such designee obtaining title to the Property desires to exercise its option, Tenant shall immediately enter into such new Lease with Lender, or its designee. Such new Lease shall be effective as of the date of execution thereof and shall be for the remainder of the term of the Lease and at the rent and upon all the agreements, terms, covenants, and conditions of the Lease.

. If the interest of Landlord shall be acquired by Lender or by any other person ("Purchaser") by reason of foreclosure of the Loan Documents or other proceedings brought to enforce the rights of the holder of the Loan Documents, by deed in lieu of foreclosure, or by any other method, Purchaser succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, which may be affected in accordance with any option which is contained in the Lease, with the same force and effect as if Purchaser were the lessor under the Lease, and Tenant does hereby attorn to Purchaser, as its lessor, and Lender, for itself and any other Purchaser, agrees to accept such attornment, said attornment to be effective and self-operative, without the execution of any other instruments on the part of either party hereto, immediately upon Purchaser's succeeding to the interest of Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent pursuant to this paragraph, to Purchaser until Tenant receives written notice from Purchaser that it has succeeded to the interests of Landlord under the Lease. The obligations of Tenant upon such attornment, to the extent of the then remaining balance of

the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

. Tenant is aware that the Landlord's interest in the Lease, including, but not limited to, the right to collect rent, has been assigned to Lender pursuant to the Loan Documents. Tenant agrees that, upon written notice from Lender that a default has occurred under any of the Loan Documents, Tenant shall pay all rent and make all other payments due under the Lease directly to Lender, until notified otherwise by Lender or until directed otherwise by final judgment of a court of competent jurisdiction, regardless of any claim or defense asserted by Landlord. Landlord hereby covenants and agrees to save and hold harmless Tenant from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from, by reason of, or in connection with any such payments.

. Upon the occurrence of any default by Landlord under the Lease, Tenant agrees to give simultaneous written notice thereof to Lender at the time Tenant notifies Landlord of such default. Upon such a default, Tenant agrees to accept the performance of Lender in lieu of Landlord's performance curing any default, provided such performance, if performed by Landlord, would have cured the default.

. The agreements contained herein shall bind and inure to the benefit of the successors in interest of the parties hereto, including without limitation, any purchaser or assignee of Lender's interest in the Loan Documents or any person acquiring the security described in the Loan Documents upon occurrence of default thereunder and the exercise of remedies upon default therein. Lender and Tenant further agree that the provisions hereof shall govern any sublease entered into by Tenant under the Lease.

. Lender hereby acknowledges receipt of a copy of the original of the lease.

. This Agreement may not be modified orally or in any other manner, other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

. Any notices of demands given hereunder shall be sent registered mail, postage prepaid, to all of the addresses set forth below and shall be effective

seventy-two (72) hours after mailing. The parties may change the addresses to which notices are sent by giving written notice of such change to all of the parties hereto:

Lender: VALLEY BANK OF NEVADA
P.O. Box 20000
Reno, Nevada 89520-0025

Landlord: Robert E. Ford and Jeanette O. Ford, Co-Trustees of THE
ROBERT E. FORD FAMILY TRUST AGREEMENT U/A/D May 18, 1990
1302 Langley Drive
Gardnerville, Nevada 89410

Tenant: RANCHOS CHIROPRACTIC HEALTH CENTER
9175 Greenback Lane #7
Orangevale, California 95662

Lender shall not be responsible for, nor shall any provisions hereof be affected by, the performance or non-performance by Landlord or any other person of any agreement with or representation to Tenant, whether given as inducement for the execution hereof or otherwise; provided, however, this provision shall not waive or be deemed a waiver of any of Tenant's rights with respect to Lender which are the subject of agreement between Lender and Tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lender: VALLEY BANK OF NEVADA

By: [Signature]
Pat Hon, R/E Loan Officer

Landlord: Robert E. Ford and Jeanette O. Ford, Co-Trustees
of THE ROBERT E. FORD FAMILY TRUST AGREEMENT
U/A/D May 10, 1988

By: [Signature]

And By: [Signature]
Jeanette O. Ford, Co-Trustee of THE ROBERT E. FORD
FAMILY TRUST AGREEMENT U/A/D May 10, 1988

Tenant: RANCHOS CHIROPRACTIC HEALTH CENTER

By: [Signature]
Keith C. Ford, D.C.

And By: _____

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STATE OF Nevada)
COUNTY OF Washoe) SS

On July 26, 1990 personally appeared before me, a notary public, PAT NOR, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that she executed the instrument.

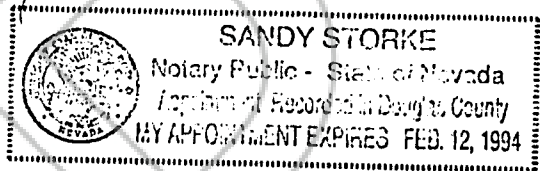


Sonja M. Eckert
Notary Public

STATE OF NEVADA)
COUNTY OF DOUGLAS) SS

On AUGUST 1, 1990 personally appeared before me, a notary public, ROBERT E. FORD AND JEANETTE O. FORD, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that They executed the instrument.

Sandy Storke
Notary Public



STATE OF NEVADA)
COUNTY OF DOUGLAS) SS

On AUGUST 1, 1990 personally appeared before me, a notary public, KEITH C. FORD, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he executed the instrument.

Sandy Storke
Notary Public



REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU 232053
RECORDER

\$ 9.00 PAID BY RT DEBIT BOOK 890 PAGE 1380