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RECORDATION REQUESTED BY:

FIRST INTERSTATE BANK of NEVADA, N. A.
3800 Howard Hughes Parkway
Las Vegas, NV 89193-8588

WHEN RECORDED MAIL TO:

NDR
3111 N. CENTRAL AVE., #200
PHOENIX, AZ 85012 5530 DOUGLAS

SEND TAX NOTICES TO:

FIRST INTERSTATE BANK of NEVADA, N. A.
3800 Howard Hughes Parkway
Las Vegas, NV 89193-8588

1012

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among ZEPHYR MEDICAL CENTER, LTD. ("Borrower"), whose address is 195 Highway 50, Stateline, NV 89449; FIRST INTERSTATE BANK of NEVADA, N. A. ("Lender"), whose address is 3800 Howard Hughes Parkway, Las Vegas, NV 89193-8588; and John Mason ("Landlord"), whose address is 195 Hwy 50, Stateline NV 89449. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means ZEPHYR MEDICAL CENTER, LTD..

Collateral. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Equipment, including but not limited to See Exhibit "A" attached hereto and by this reference incorporated herein.

Landlord. The word "Landlord" means John Mason. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated 5/96, between Landlord and Borrower.

Lender. The word "Lender" means FIRST INTERSTATE BANK of NEVADA, N. A., its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in Douglas County, State of Nevada, commonly known as 195 Highway 50, Stateline, NV 89449.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

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LENDER'S ~~LANDLORD~~ ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 7-23-96 by L. J. Thompson.

Maureen Nelson
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

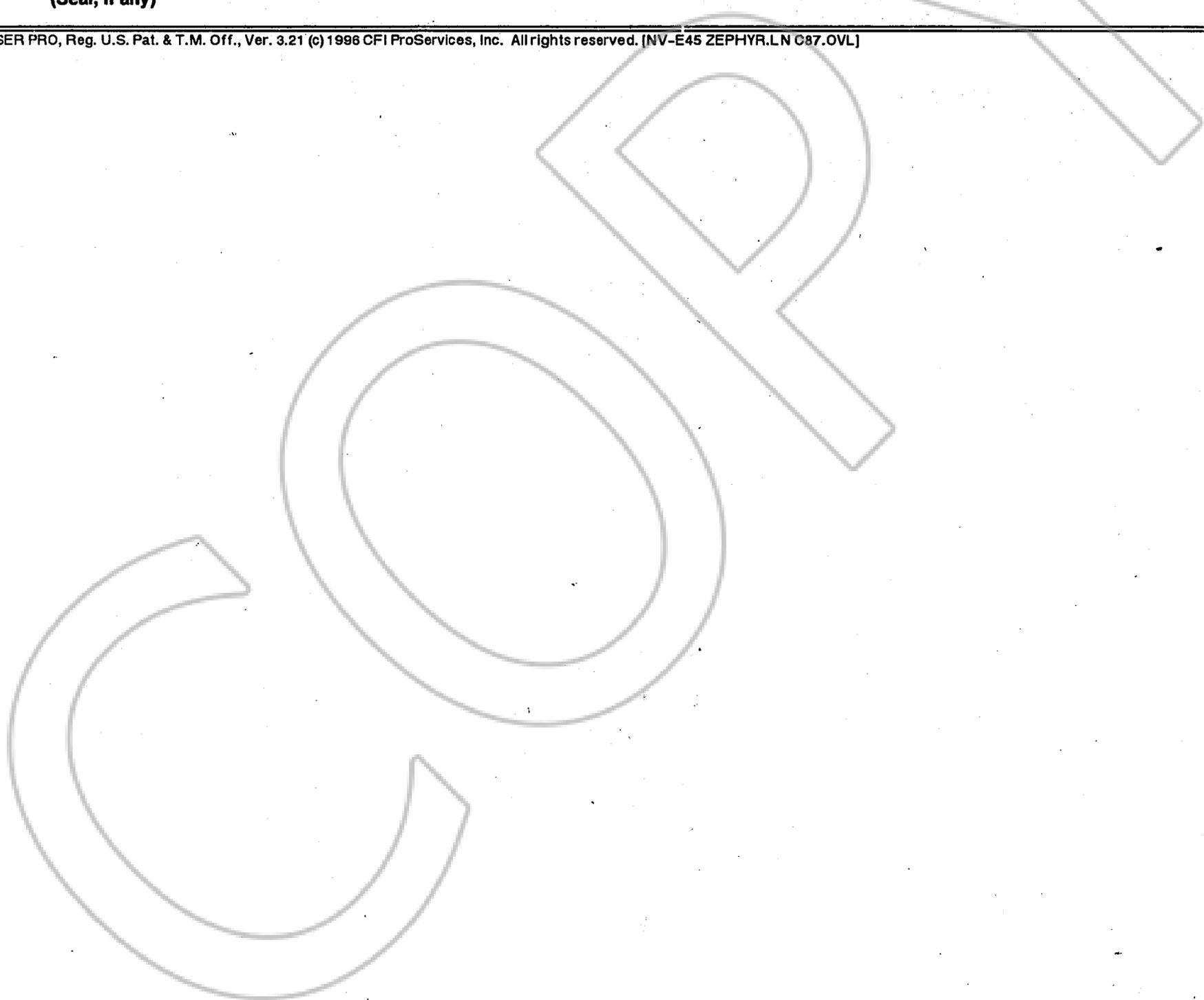


EXHIBIT "A"

		List Price
1)	AFP MINI-MED 90 FILM PROCESSOR (new) Cold water operation Automatic standby Tanks Stand	
1)	20 Watt Fluorescent safelight (new)	
1)	Used auto I.D. flasher	
500)	I.D. cards for flasher	
2)	Used Kodak Lanex regular cassettes 14 X 17	
2)	Used Kodak Lanex regular cassettes 24 X 30	
2)	Used Kodak Lanex Regular Cassettes 8 X 10	
1)	NEW film bin	
1)	Used 1/2 apron/Gonad shield	
PRE-OWNED X-RAY SUITE		
1)	GENERATOR: UNIVERSAL 300 MA-125 KVP Output Solid state. tube protector.	
1)	TABLE/TUBESTAND: Spacesaver Integrated tubestand Fixed top table. Grid cabinet, grid. tray.	
1)	CABLES: pair 10' shockproof.	
1)	TUBE: 140,000 Heat Units, 1.-2. focal spots.	
1)	COLLIMATOR: Machlett Semi-Automatic.	
1)	CASSETTE HOLDER: Wall mount Multi-sized	
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	APC Backups400 UPS	3
	Colorado T1000 800 mb tape bu	1
	Desqview / Qemm	1
	PPI 28800 internal modem	1
	Pentium 100mhz 8 mb RAM Wrksta	3
	Subtotal for item	
	APC SU 450 Ups	1
	HP Laser Jet 5P printer	1
	Server Pentium 16mb RAM 1gb hd	1
	Subtotal for item	
	8 port Concentrator UTP	1
	APC Powerchute Plus software	1
	Install Network and load syste	1
	Novell Netware v3.12 (5 user)	1
	PCAnywhere v5.0	1
	Patriot Medical Multi User	1
	Patriot Scheduler Single User	1
	Patriot Software Maintenance	1
	Print server	2

	DESCRIPTION	U/M	PRODUCT #
	X-Ray view box	ea	2010
7	Sundry jars	Px/6	90-3458
5	Needle Holder mayo-	ea	20-2052
5	Adson Dress.	ea	47-2147
5	Adson 1x2 teeth	ea	47-2047
5	Iris st.	ea	47-1145
5	Iris cud	ea	47-1245
4	104 Exam Table	EA	104RVT
2	103 Treatment table	ea	103AVT
6	Stool 4-Leg	ea	183VT
1	m-9 Autoclave	ea	m-9
1	Halogen light	ea	159-001
1	Courney	ea	P170
1	Physician Scale wht.	ea	402KLW
	white trash can 10gal	ea	13300
6	wall BP units	ea	0820
6	WA wall. transformer	ea	76710
6	otoscope Head	ea	25020
6	ophthalmoscope Head	ea	11710
1	Pulse-ox	ea	503
1	wheel chair	ea	9180005
	hake side cart	ea	311
1	O2 unit	ea	5003
1	O2 tank "D"	ea	5011
1	Banyon Kit #600	ea	600
	EKG Mech Intrep.	EA	E350I
	EKG Cart	ea	

COPY

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DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

\$12.00 PAID *AS* DEPUTY

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