

RECORDING REQUESTED BY,
WHEN RECORDED, MAIL TO:
ARCS COMMERCIAL MORTGAGE CO., L.P.
26901 AGOURA ROAD
CALABASAS HILLS, CALIFORNIA 91301
ATTN: Closing
ARCS # 226380

SUBORDINATION AGREEMENT, ATTORNMENT AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT made and entered into this 25th of May, 2000, by and between Web Service Co., Inc. ("Lessee"), and ARCS COMMERCIAL MORTGAGE CO., L.P., a limited partnership ("Lender").

WHEREAS, Lessee has heretofore entered into a Lease ("Lease") dated March 29, 1999, by and between itself and Arthur Apartments ("Lessor"), as Lessor and Lessee and relating to certain real property ("Property"), located at 149 Kahle Dr., Stateline, Nevada, in Douglas County, which is more fully described in Exhibit "A" attached hereto, and by this reference incorporated herein as though fully set forth.

WHEREAS, concurrently herewith, the Lender is making a loan to the Lessor or his successor in interest which is to be evidenced by a promissory note and said note dated June 5, 2000 payable to the order of the Lender in the original principal amount of One Million Two Hundred Seventy Five Thousand Dollars and no/100's (\$1,340,000.00) and which is secured by, among other things, a deed of trust, assignment of rents and security agreement (hereinafter referred to as "deed of trust") and all dated June 5, 2000, made by Lessor or his successor in interest in favor of Lender, covering Lessor's interest in the Property as well as the other property described therein.

WHEREAS, as a condition of making the loan referenced to above, Lender has required that in accordance with its demands, Lessee shall subordinate Lessee's interest in the Property under the Lease to the lien of the deed of trust and for the Lessee to agree to attorn to the purchaser in any foreclosure sale of the Demised Premises held under the deed of trust.

WHEREAS, in order to induce Lender to make the loan described above to Borrower, and in consideration for the Lessee's agreement to subordinate Lessee's interest in the Property under the Lease to the lien of the deed of trust and to attorn to any purchaser at a foreclosure sale of the Property held under the deed of trust, the Lender agrees on behalf of itself and any successors or purchasers of the Property at such foreclosure sale to recognize Lessee's interest and its Lease, and not to disturb Lessee's possession of the Property under the Lease upon such foreclosure so long as Tenant is not in default under the Lease at that time.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lender hereby covenant and agree as follows:

1. The Lease and all of Lessee's rights, title, and interest in and to the Property thereunder shall be, and the same are hereby expressly made subject to, subordinate and inferior to the deed of trust, and the lien thereof, on the hereinafter related terms and conditions.
2. Lessee shall attorn to the purchaser or grantee upon any such foreclosure and sale or deed in lieu of foreclosure and shall recognize such a purchaser or grantee as the Lessor under said Lease.
3. In the event of (i) a foreclosure and sale or other suit, sale or proceeding under the deed of

trust, judicial or non-judicial, or (ii) a deed in lieu of foreclosure is given, Lender hereby covenants that so long as Lessee is not in default under said Lease, that Lessee's possession of the leased premises and its rights under said Lease shall not be interfered with by Lender or any successor or assign, and any such purchaser or grantee shall recognize the Lessee and the Lessee's interest thereunder, and observe and agrees to be bound by the Lease terms and conditions.

4. Whether or not the Lessee is in default under the lease, under no circumstances and at no time shall the Lender's deed of trust be construed as nor shall it in fact cover or in any way encumber, lien or cloud any trade fixtures or equipment owned by Lessee and used in its business on the Property.

5. This Subordination, Attornment and Nondisturbance Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto.

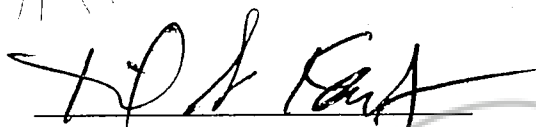
IN WITNESS WHEREOF, the parties have each caused this Subordination, Attornment and Nondisturbance Agreement to be executed on its behalf on the date and year first above written, and each declares to the other, its full authority and power to enter into this Agreement.

LESSEE:

SEAL

Web Service Company Inc.
Attn: Jane Sheridan
3690 Redondo Beach Ave.
Redondo Beach, CA 90278-1165

By:



DAVID G. KENT

Its:

ASST. SEC.


LENDER:

ARCS Commercial Mortgage Co., L. P.,
a California limited partnership
By: ACMC Realty, Inc.,
a California corporation

Its:

General Partner

By:



Kathy Millhouse

Its:

Senior Vice President

0493603

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

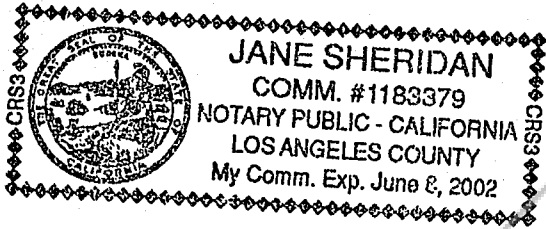
} ss.

On MAY 25, 2000, before me, JANE SHERIDAN, NOTARY,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVID G. KENT
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jane Sheridan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER	
Top of thumb here.	

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

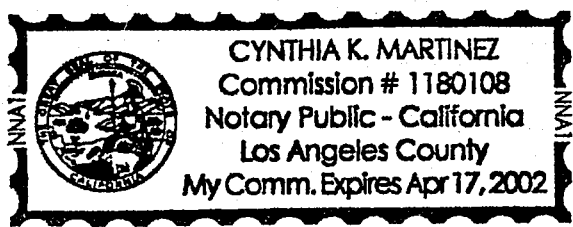
} ss.

On May 23, 2000, before me, Cynthia K Martinez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kathy Millhouse
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia K Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

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Document Date: _____ Number of Pages: _____

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Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here.

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EXHIBIT A

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

That certain parcel of land situate in the Southeast Quarter (SE1/4) of Section 22, Township 13 North, Range 18 East, M.D.B.&M. in the County of Douglas, State of Nevada, described as follows:

Commencing at the Northeast corner of Lot 16 in Block 3, as shown on the map of OLIVER PARK, filed in the office of the County Recorder of Douglas County, Nevada, on February 2, 1959; thence North $18^{\circ}23'35''$ East along the Westerly line of Michelle Drive a distance of 111.645 feet; thence on a curve to the right having a radius of 575.0 feet through a central angle of $10^{\circ}25'14''$ for an arc distance of 104.58 feet; thence continuing along said Northwesterly line of Michelle Drive North $28^{\circ}48'49''$ East a distance of 70.69 feet to the true point of beginning; thence North $61^{\circ}11'11''$ West a distance of 257.37 feet; thence North $28^{\circ}48'49''$ East a distance of 186.53 feet to a point on the Southwesterly line of Kahle Drive extended Northwesterly; thence South $61^{\circ}11'11''$ East along the Southwesterly line of said Kahle Drive extended a distance of 257.37 feet to a point on the Northwesterly line of said Michelle Drive, as shown on said map of Oliver Park; thence South $28^{\circ}48'49''$ West along the Northwesterly line of said Michelle Drive a distance of 186.53 feet to the true point of beginning.

A.P.N. 07-100-070

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JUN -7 PM 2: 35

LINDA SLATER
RECORDER

\$11⁰⁰ PAID *KZ* DEPUTY

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