

**WHEN RECORDED, MAIL TO:**

U.S. Bank National Association  
Commercial Real Estate Division  
2300 W. Sahara Avenue  
Suite 350, Box 20  
Las Vegas, Nevada 89102

**SUBORDINATION, ATTORNMENMENT AND  
NON-DISTURBANCE AGREEMENT**

**THIS AGREEMENT** is made as of the 4<sup>th</sup> day of ~~November~~<sup>December</sup>, 2001, by and between **U.S. BANK NATIONAL ASSOCIATION** ("Lender"), and **CARSON CITY FITNESS & AEROBICS, LTD**, a Nevada limited partnership ("Tenant"), with the consent of **CydB, LLC**, a Nevada limited liability company ("Landlord").

**RECITALS:**

A. Tenant, by lease dated January 1, 2002 has leased a portion of the real property (the "Property") in Douglas County, Nevada, described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

B. Landlord has requested Lender to make a loan (the "Loan"), secured by Deed of Trust (the "Deed of Trust") encumbering the Property, including the portion thereof leased to Tenant (the "Premises").

C. Lender is willing to make the loan provided Landlord and Tenant execute this Agreement.

**AGREEMENT:**

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein contained, and in order to induce Lender to make the Loan, Tenant and Lender hereby agree and covenant as follows:

1. **Non-Disturbance.** So long as no default exists, nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord under the Lease to terminate the Lease or would cause, without any further action of Landlord, the termination of the lease or would entitle Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession, or enjoyment of the Property be interfered with, nor shall the leasehold estate granted by the Lease be affected in

any other manner in any foreclosure, or any action or proceeding instituted under or in any connection with the Deed of Trust, or in case the Beneficiary of the Deed of Trust takes possession of the Property subject to the Deed of Trust pursuant to any provision of the Deed of Trust, unless the Landlord would have had the right if the Deed of Trust had not been made, except that the person acquiring the interests of the Landlord as a result of any action or proceeding, or by deed in lieu of foreclosure, his successors or assigns (herein called the "Purchaser"), shall not be (a) liable for any act or omission of any prior landlord; or (b) subject to any offsets or defenses which Tenant might have against any prior landlord; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (d) bound by any amendment or modification of the Lease made without the prior written consent of the Beneficiary of the Deed of Trust.

2. **Attornment.** If the interests of the Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Deed of Trust, Tenant shall be bound to the 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 therefor in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to the Purchaser, as its landlord, the attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Purchaser 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 except as herein otherwise expressly provided.

3. **Subordination.** The Lease now is and shall at all times continue to be, subject and subordinate in each and every respect to the Deed of Trust and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust.

4. **Modification; Successors.** This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties, or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

U.S. BANK NATIONAL ASSOCIATION

By: 

ANDREW BACKSTROM

Its: Vice President

"Lender"

**CARSON CITY FITNESS & AEROBICS, LTD.,  
a Nevada limited partnership**

By: *Steve Main*

**STEVE MAIN  
General Partner**

**"Tenant"**

**CydB, LLC, a Nevada limited liability  
company,**

By: **CARSON CITY FITNESS & AEROBICS,  
LTD., a Nevada limited partnership,  
Manager**

By: *Steve Main*

**STEVE MAIN  
General Partner**

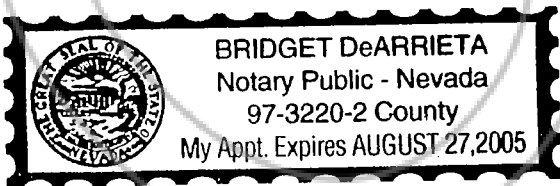
**"Landlord"**

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF CLARK    )

This instrument was acknowledged before me on November 29, 2001, by Andrew Backstrom, as Vice President of U.S. Bank National Association.

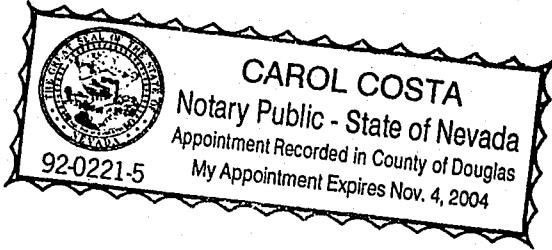
*Bridget de Arrieta*  
Notary Public

My Commission Expires: August 27 2005



STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

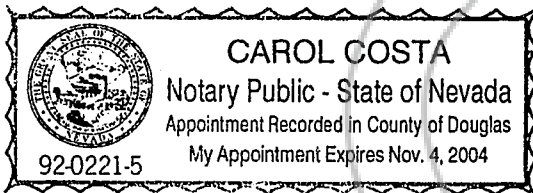
This instrument was acknowledged before me on Dec 4, 2001, by Steve Main, as General Partner of Carson City Fitness & Aerobics, Ltd.



Carol Costa  
Notary Public  
My Commission Expires: 11-4-2004

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on Dec 4, 2001, by Steve Main, as General Partner of Carson City Fitness & Aerobics, Ltd., Manager of CydB, LLC.



Carol Costa  
Notary Public  
My Commission Expires: 11-4-2004

**Exhibit "A"**

**Legal Description**

**PARCEL I:**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Southwest  $\frac{1}{4}$  of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 2A-1 as set forth on Parcel Map LDA 98-063 for Fitness, LLC, et al., filed for record in the office of the County Recorder of Douglas County, State of Nevada, on April 27, 2000, in Book 0400, Page 5234, as Document No. 490759.

**PARCEL II:**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Southwest one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Parcel 2A-1 as shown on Parcel Map LDA 98-063 for Fitness, LLC recorded April 27, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 490759, also being the northwest corner of Parcel 2B as shown on Parcel Map LDA 97-056 for Patrick A. Fagen and A.A. and Emaleen Fagen recorded March 25, 1998 in said office of Recorder as Document No. 435764;

thence along the line common to said Parcel 2A-1 and Parcel 2B, South  $16^{\circ}46'42''$  West, 63.04 feet to the northeast corner of Parcel 2A-2 as shown on said Parcel Map LDA 98-063, the POINT OF BEGINNING;

thence continuing South  $16^{\circ}46'42''$  West, 19.86 feet;

thence South  $00^{\circ}02'36''$  West, 410.57 feet to a point on the southerly line of said Parcel 2B;

thence along said southerly line of Parcel 2B, North  $58^{\circ}01'34''$  West, 282.79 feet;

thence along the westerly lines of said Parcel 2B and Parcel 2A-2, North  $00^{\circ}02'36''$  East, 280.03 feet;

thence along the line common to said Parcel 2A-1 and Parcel 2A-2, South  $89^{\circ}57'24''$  East, 245.72 feet to the POINT OF BEGINNING, containing 85,209 square feet, more or less.

PREPARED BY: R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423

**0529448**  
**BK 1201 PG 1864**

COPY

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

2001 DEC -6 PM 12: 50

LINDA SLATER  
RECORDER

\$19<sup>50</sup> PAID *KJ* DEPUTY

0529448

BK 1201 PG 1865