

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0106 PG- 8078 RPTT: 0.00



APN: 1320-30-714-010
WHEN RECORDED, RETURN TO
NEVADA STATE BANK
P.O. BOX 990
LAS VEGAS, NV 89125-0990

ESCROW NO. 503656A
TITLE NO. 050501287

ESTOPPEL, CONSENT AND SUBORDINATION AGREEMENT

This Estoppel, Consent and Subordination Agreement (the "Agreement") is made and executed as of the 18th day of January, 2006 by and between Nevada State Bank, a State banking association ("Lender"), Minden Village I, LLC ("Landlord") and Carson Valley Medical Center ("Tenant").

RECITALS

A. Tenant has executed and entered into a Lease Agreement dated December 9, 2005, in which ("Landlord"), appears as "Lessor" and Tenant appears as "Lessee" (the "Lease"), which Lease relates to and encumbers a portion of the real property located in Douglas County, State of Nevada, together with the improvements now or hereafter located thereon 1649 Lucerne Street, Unit A&B, Minden, NV 89423 ("the Property"), which Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. On the conditions that all Tenant's rights in the Property and the Lease (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a term mortgage loan (the "Loan") to Landlord, to provide term financing for Landlord. In connection with the Loan, Landlord has or will be executing a Promissory Note, Term Loan Trust Deed, Assignment of Rents and Security Agreement (the "Trust Deed"), Term Loan Agreement (the "Loan Agreement"), Assignment of Lease for Security (the "Assignment"), and other documents required by Lender to evidence and/or secure Landlord's obligations under the Loan. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meaning set forth in the Loan Agreement

AGREEMENT

In consideration of Lender's Making the Loan to Landlord, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

3. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan.

4. Subordination of Loan Documents. The Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease.

5. Attornment. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Trust Deed, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

6. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

EXECUTED as of the day and year first above written

LENDER

NEVADA STATE BANK

By: 
STEVEN J. ERGER

TENANT:
Carson Valley Medical Center

By: 
CFD STEVE GEIDL

Its: _____



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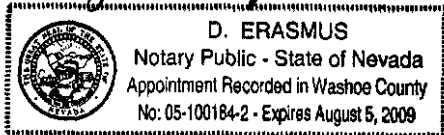
BK- 0106
PG- 8080
01/25/2006

Lender's Notary

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 19th day of January, 2006 by Steve Erger of Nevada State Bank.



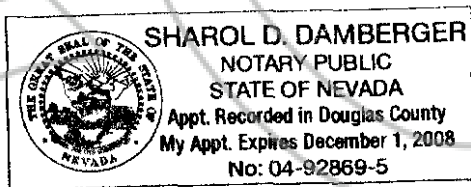
[Signature]
NOTARY PUBLIC

Tenant's Notary

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 23 day of January, 2006 by Steve Geidl
As CFO of Carson Valley Medical Center



[Signature]
NOTARY PUBLIC

Real Property Description

The real property located in Douglas County, State of Nevada, and more particularly described as follows:

See attached Exhibit "A".

COPY



LEGAL DESCRIPTION

Order No.: 050501287

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

Being a portion of Lot 5 as shown in Final Subdivision Map
PD #03-007 for Minden Village recorded May 7, 2004, as
Document No. 612540, and Planned Unit Development further
described as follows:

Lot 5-C as shown on Record of Survey #2 for Minden Village,
a Planned Unit Development, filed for record in the Office
of the County Recorder of Douglas County, State of Nevada,
on March 5, 2005, Book 0305, Page 2933, Document No. 638393.

APN 1320-30-714-010

