

APN 1220-04-501-004

When Recorded Mail To:

GREAT LAKES CREDIT UNION
c/o BUSINESS PARTNERS, LLC
9301 Winnemka Ave.
Chatsworth, CA 91311
Attn: Commercial Loan Department

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 14 Fee: 27.00
BK-0806 PG-11721 RPTT: 0.00



Loan No: 59577160-82

RECORDING REQUESTED BY X

When recorded mail to:
LandAmerica Financial Group, Inc.
Attn: A Brown
1850 N. Central Avenue, Suite 300
Phoenix, AZ 85004
Escrow No. 06-48958

(Space Above For Recorder's Use)

**LEASE SUBORDINATION,
NON-DISTURBANCE AND
ATTORNMEN AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT ("Agreement") is dated as of August 25, 2006, by and among Angelo A. Ramos, Lucy Marie Ramos, Jaime A. Ramos and Maria C. Ramos, as tenants in common ("Lessor"), Berry-Hinckley Industries, a Nevada corporation ("Lessee"), and Great Lakes Credit Union, an Illinois state chartered credit union ("Lender").

RECITALS

- A. Lender intends to make a loan to Lessor, which loan is to be evidenced by a Promissory Note ("Note") to be executed by Lessor. The Note is to be secured by a mortgage, deed of trust, or deed to secure debt of even date therewith ("Mortgage"), which Mortgage is to be recorded prior to or concurrently herewith and which Mortgage encumbers Lessor's ownership interest in the real property ("Subject Property") in Douglas County, State of Nevada, described on Exhibit "A" attached hereto and made a part hereof.
- B. Lessee and Lessor entered into a lease, dated August 25, 2006 (the "Lease") by which Lessee leased certain premises ("Leased Premises") constituting all or a portion of the Subject Property.
- C. Lessee desires to be assured of continued occupancy of the Leased Premises under the terms of the Lease and subject to the terms of the Mortgage subject to the terms hereof.
- D. Lender is willing to make the Loan provided the Mortgage is a lien and charge upon the Leased Premises prior and superior to the Lease and provided that Lessee specifically subordinates the Lease to the lien and charge of the Mortgage subject to the terms hereof.
- E. Lessee is willing that the Mortgage shall constitute a lien or charge upon the Leased Premises which is prior and superior to the Lease subject to the terms hereof and is willing to attorn to Lender provided Lender grants Lessee a non disturbance agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein below, and in order to induce Lender to make the loan referred to above, the parties hereto agree as follows:

1. As used in this Agreement, "Lease" includes, without limitation, all right, title and interest that Lessee may have in all or any portion of the Leased Premises, whether granted by the terms of the Lease, by a separate written or oral agreement or otherwise, including without limitation all options, purchase rights, rights of first refusal provided for in the Lease or by separate agreement between Lessor and Lessee.
2. Lender hereby consents to the Lease and all the provisions thereof.
3. Except as permitted by the Lease, Lessee shall not assign the Lease, nor sublet any portion of the Leased Premises, and Lessor shall not consent to any such assignment or subletting other than as permitted by the terms of the Lease, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.
4. The Mortgage and any amendments, modifications, renewals and extensions thereof shall be and remain at all times a lien and charge on the Leased Premises, prior and superior to the Lease, to the leasehold estate created thereby and to all rights and privileges of Lessee or any other tenant thereunder, subject to the terms hereof, and the Lease, the leasehold estate created thereby and all rights and privileges of Lessee or any other tenant thereunder are hereby subjected and made subordinate to the lien and charge of the Mortgage in favor of Lender, subject to the terms hereof.
5. Lender would not make the Loan without this Agreement.
6. Lender in making disbursements pursuant to any agreement with Lessor is under no obligation or duty to, nor has Lender represented that it will, see to the application of the proceeds of the loan by Lessor or any other persons to whom Lender disburses the proceeds of the loan. Any application or use of such proceeds for purposes other than those provided for in any agreement between Lender and Lessor shall not defeat the subordination made in this Agreement, in whole or in part.
7. Lessee intentionally subjects and subordinates the Lease, the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder in favor of the lien and charge upon the Leased Premises of the Mortgage, subject to the terms hereof, and understands that in reliance upon and in consideration of this subjection and subordination, specific loans and advances are being and will be made and specific monetary and other obligations are being undertaken and will be entered into which would not be made or entered into but for said reliance upon this subjection and subordination.
8. Lender agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for a default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.
9. Lessee acknowledges that Lessor's interest under the Lease is being duly assigned to Lender as security for Lender's loan to the Lessor and that all rent payments under the Lease shall continue to be paid to Lessor in accordance with the terms of the Lease until the Lessee is notified otherwise in writing by Lender or its successors and assigns to the Lease Premises or other such address as Lender may indicate to Lessee. Lessee shall not be obligated to pay such rent to Lender until receipt of such written notice from Lender.
10. If Lender or any subsequent holder of said Mortgage, or any person claiming under said holder, including any purchaser upon foreclosure (any of which being referred to as a "Successor") acquires or otherwise succeeds to the fee estate of Lessor, whether by a foreclosure, deed in lieu of foreclosure or otherwise, then such Successor shall succeed to the interest of the Lessor in said Lease. Lessee will recognize, and attorn to such Successor as its landlord under the terms of said Lease and be bound to such Successor under the terms of the Lease for the balance of the term thereof and any extensions or renewals thereof. Said attornment is to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Successor's succeeding to the interest of the Lessor under the Lease and written notice thereof to Lessee; provided, however, that Lessee agrees to provide written confirmation of its attornment within ten (10) days after receipt of a written request for such confirmation by such Successor. In any such event as described above, the Lease shall continue in accordance with its terms between Lessee as tenant and such Successor as landlord; provided, however, that such Successor shall not be:

(i) Liable for any act or omission of any prior landlord (including Lessor) **except as to continuing defaults (but liability shall be limited to the time period Successor has title to the Subject Property)** under the Lease (without limiting any rights of Lessee under the Lease for non-monetary defaults of any prior landlord which continues and which such Successor fails to cure within a reasonable time after such Successor acquires Lessor's interest under the Lease);

(ii) Subject to any offsets or abatements against rent which Lessee may have against any prior landlord (including Lessor) **except as to continuing defaults (but liability shall be limited to the time period Successor has title to the Subject Property)** and for the exercise of rights expressly set forth in the Lease;

(iii) Bound by any rent or other charges which Lessee might have paid for more than the current month to any prior landlord (including Lessor) except as expressly required under the Lease;

(iv) Bound by any amendment or modification of the Lease made without its consent (unless it relates to a non-material obligation of either Lessor or Lessee), which consent shall not be unreasonably withheld or delayed;

(v) Liable for refund of all or any part of any security deposit to Lessee held by Lessor for any purpose unless such security deposit shall have been actually received by Lender; or

(vi) Liable for the landlord's obligations under the Lease accruing during the period of time that such Successor was not the owner of the Subject Property.

11. Lessor agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Lender of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by the Lessor.

12. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of the Lessor, **constituting a material breach of default thereunder which, if uncured, could result in the termination of the Lease**, until Lessee shall have given written notice, by registered or certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to:

GREAT LAKES CREDIT UNION
c/o BUSINESS PARTNERS, LLC
9301 Winnetka Ave.
Chatsworth, CA 91311
Attn: Commercial Loan Department

Lessee agrees that in the event of any claimed material breach or default by Lessor under the Lease, which, if uncured, could result in termination of the Lease, Lessee shall notify Lender simultaneously with notice to Lessor of such claimed breach or default, by certified mail, return receipt requested, at the address set forth above. Without limiting the foregoing, Lender's Cure Period shall be at least thirty (30) days, and in no event less than the time period allowed in the Lease for Lessee to cure. During Lender's Cure Period Lender shall have the right, but not be obligated, to remedy any such act, omission or other matter.

13. This Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder to the lien and charge of the Mortgage, and shall supersede and cancel (but only insofar as would affect the priority between the Mortgage and the Lease) any prior agreements as to such subjection or subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subjection or subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

14. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be materially altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.


15. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State where the Subject Property is located.

16. This instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSEE:
Berry-Hinckley Industries, a Nevada corporation

By: 
Printed Name: Victor Lloyd
Title: Corporate Secretary

LESSORS:
**Angelo A. Ramos, Lucy Marie Ramos, Jaime A. Ramos
and Maria C. Ramos, as tenants in common**

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

14. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be materially altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State where the Subject Property is located.

16. This instrument may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSEE:

Berry-Hinckley Industries, a Nevada corporation

By: _____

Printed Name: _____

Title: _____

LESSORS:

**Angelo A. Ramos, Lucy Marie Ramos, Jaime A. Ramos
and Maria C. Ramos, as tenants in common**

By: Angelo A. Ramos

Printed Name: Angelo A. Ramos

Title: _____

By: Lucy Marie Ramos

Printed Name: Lucy Marie Ramos

Title: _____

By: Jaimet Ramos
Printed Name: Jaimet Ramos
Title: _____

By: Maria C. Ramos
Printed Name: Maria C. Ramos
Title: _____

LENDER:
Great Lakes Credit Union,
an Illinois state chartered credit union
C/O Business Partners LLC

By: _____
Printed Name: _____
Title: _____



By: _____

Printed Name: _____


Title: _____

By: _____

Printed Name: _____

Title: _____

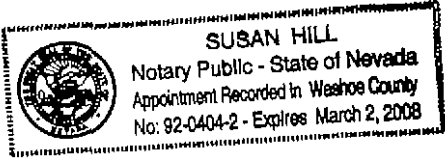
LENDER:
Great Lakes Credit Union,
an Illinois state chartered credit union
C/O Business Partners LLC

By: 
Printed Name: **Jeffrey K. Bordley**
Title: **AVP CRE Credit Manager**

NEVADA

State of California)
County of WASHOE) ss.

On Aug 1, 2006, before me, SUSAN HILL, Notary Public, personally appeared
TREVOR LLOYD



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.

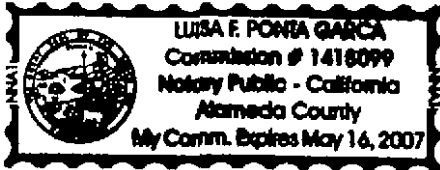
Susan Hill
Signature of Notary Public

Place Notary Seal Above



State of California) ss.
County of Santa Clara)

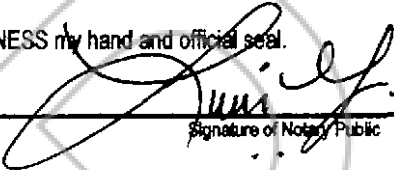
On Aug 16, 2006, before me, Luisa F. Ponce Garcia, Notary Public, personally appeared
ANGELO A. RAMOS



Place Notary Seal Above

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.

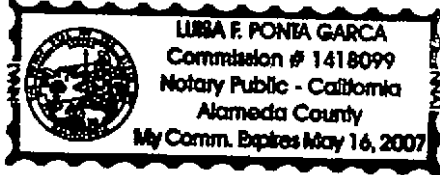
WITNESS my hand and official seal.



Signature of Notary Public

State of California)
County of Santa Clara) ss.

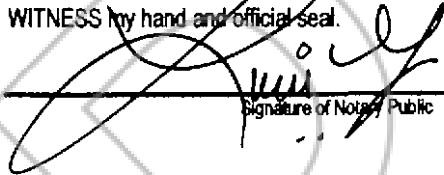
On Aug 16, 2006, before me, Luisa F. Ponta Garca, Notary Public, personally appeared
Lucy Marie Ramos



Place Notary Seal Above

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.

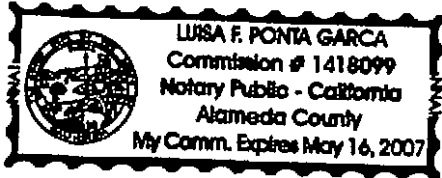


Signature of Notary Public

State of California) ss.
County of Santa Clara)

On Aug 16, 2006, before me Luisa F. Ponta Garca, Notary Public, personally appeared

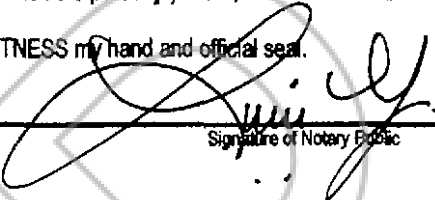
Jaime A. Ramos



Place Notary Seal Above

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.

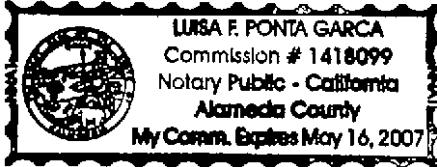
WITNESS my hand and official seal.



Signature of Notary Public

State of California) ss.
County of San Jose Clara)

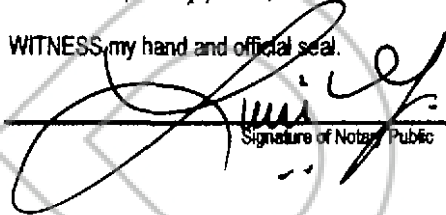
On Aug 16, 2006, before me Laura F. Pons Garcia, Notary Public, personally appeared
Maria C. Ramos



Place Notary Seal Above

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.



Signature of Notary Public

State of California)
County of Los Angeles) ss.

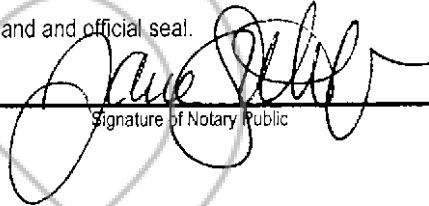
On August 23, 2006, before me, Jane Sukharev, Notary Public, personally appeared
Jeffrey K. Bordley



Place Notary Seal Above

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.



Signature of Notary Public

**EXHIBIT "A"
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

Parcel I:

Being a portion of the Northeast Quarter (NE ¼) of Section 4, Township 12 North, Range 20 East, M.D.M., described as follows:

Commencing at the Southeast corner of Lot 39, as shown on the map of Carson Valley Estates Subdivision, Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on July 19, 1965; thence North 89°46'07" East, a distance of 30.00 feet; thence South 38°54'53" West, a distance of 715.12 feet to a point on the Northeasterly right of way line of U.S. Highway 395; thence along said right of way line North 51°04' West, a distance of 30.00 feet to the True Point of Beginning; thence continuing along the Northeasterly right of way line of said U.S. Highway 395, North 51°04' West, a distance of 135.00 feet; thence North 38°54'53" East 100.00 feet; thence South 51°04' East, 135.00 feet; thence South 38°54'53" West, a distance of 100.00 feet to the Point of Beginning.

Parcel II:

A non-exclusive easement for roadway purposes that is described as follows:

Commencing at the most Southerly corner of the herein above conveyed parcel; thence North 38°54'53" East, along the Easterly line of said Parcel, a distance of 135.00 feet to the most Easterly corner thereof; thence South 51°04' East 30.00 feet; thence South 38°54'53" West, a distance of 135.00 feet to a point on the Northeasterly right of way line of U.S. Highway 395; thence along the right of way line North 51°04" West, a distance of 30.00 feet to the point of beginning.

NOTE: The above metes and bounds legal description appeared previously in that certain document recorded December 30, 2002 in Book 1202, Page 13431 as Instrument No. 562391 Official Records.

Assessor Parcel No.: 1220-04-501-004

PROPERTY ADDRESS: 1357 U.S. HIGHWAY 395 S., GARDNERVILLE, NEVADA 89410.

