

OFFICIAL RECORD

Requested By:
STEWART TITLE

I hereby affirm that this document submitted for recording does not contain a social security number.

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 8 Fee: 21.00
BK-1007 PG- 6527 RPTT: 0.00



Signature Julian Moll
Print name & title Senior Vice President



APN# 1320-30-801-001

Recording Requested By:

Name: GreenPoint Mortgage Funding, Inc.

Address:

City/State/Zip: Santa Rosa, CA 95403-2049

0701010210

Affirmation Cover Sheet

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from of document), Book recorded County Recorder office.	Page (date) in the Douglas	Document #	(type
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If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

This cover page must be typed.

8102

Return To:
GreenPoint Mortgage Funding,
Inc.
981 Airway Court, Suite E
Santa Rosa, CA 95403-2049

Prepared By:
GreenPoint Mortgage Funding, Inc.
100 Wood Hollow Drive, Novato, CA
94945

Parcel Number: 1320-30-801-001

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

For use with Commercial Leases

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made to be effective as of the 12th day of October, 2007, between GreenPoint Mortgage Funding, Inc., a Corporation organized and existing under the laws of the State of New York ("Lender") and Tahoe Women's Care ("Tenant").

Subordination Agreement
GreenPoint Mortgage Funding, Inc.

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H0606MU (06/2007)
8102



BK- 1007
PG- 6528
0711726 Page: 2 Of 8 10/23/2007

BACKGROUND:

Tenant has entered into a lease agreement with **James Michael Hickey** ("Landlord") dated **June 06, 2001**, (the "Lease") relating to the property described in Exhibit "A" attached to this Agreement and by this reference made a part of this Agreement (the "Property"). Lender has made or has committed to make or has purchased a loan to Landlord (the "Loan") secured by a mortgage, deed of trust or security deed (the "Mortgage") covering the Property. Tenant has agreed that the Lease will be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued use of the Property under the terms of the Lease.

AGREEMENT:

For and in consideration of the mutual covenants contained in this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and notwithstanding anything in the Lease to the contrary, the parties agree as follows:

1. **Subordination.** The Lease with all rights, options, liens and charges created by the Lease is expressly made and will continue to be subject to and subordinate in all respects to the terms, conditions, lien, operation and effect of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. **Nondisturbance.** If Lender takes possession of the Property or becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease and no event of default has occurred under the Lease, then Lender agrees as follows:
 - a. Lender will not terminate, impair or disturb the possession of Tenant.
 - b. The Lease will continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease.

[Space Intentionally Left Blank]

3. **Mortgage Remedies.** Nothing contained in this Agreement will prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

4. **Attornment.** If Lender or any other party becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise ("Successor Landlord"), then Tenant agrees as follows:

- a. Tenant will perform and observe its obligations under the Lease.
- b. Tenant will attorn to and recognize Successor Landlord as the Landlord under the Lease for the remainder of the term of the Lease, such attornment to be automatic and self-operative.
- c. Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.

5. **Protection of Successor Landlord.** Tenant agrees that Successor Landlord will not be liable for, subject to or bound by any of the following:

- a. claims, offsets or defenses which Tenant might have against Landlord;
- b. acts or omissions of Landlord;
- c. rent or additional rent which Tenant might have paid for more than the current month;
- d. any security deposit or other prepaid charge paid to Landlord;
- e. construction or completion of any improvements for Tenant's use and occupancy;
- f. warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession; or
- g. amendments or modifications of the Lease made without its written consent
- h. any option to purchase or right of first refusal to purchase the Property or any portion thereof, if any set forth in the Lease or in any other document.

6. **Successor Landlord Exculpation.** Tenant will look solely to Successor Landlord's interest in the Property for the payment and discharge of any obligation or liability imposed upon Successor Landlord under the Lease.

7. **Estoppel.** To the best of Tenant's knowledge, there does not exist any default, claim, controversy or dispute under the Lease. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.

8. **Notice to Lender.** Tenant agrees that it will deliver to Lender a copy of all notices of default or termination received by it under the terms of the Lease.

9. **Assignment to Lender.** Tenant acknowledges that the Landlord may execute and deliver to Lender an assignment of the Lease as security for the Loan. Tenant expressly consents to such assignments.

10. **Invalidity.** If any portion of this Agreement is held invalid or inoperative, then all of the remaining portions will remain in full force and effect, and, so far as is reasonable and possible, effect will be given to the intent manifested by the portion or portions held to be invalid or inoperative.

11. **Governing Law.** This Agreement will be governed by and construed in accordance with federal law and the laws of the State where the Property is located.

12. **Notices.**

(a) All notices, demands and other communications ("Notices") under or concerning this Agreement must be in writing. Each Notice shall be addressed to the intended recipient at its address set forth in this Agreement, and will be deemed given on the earliest to occur of (1) the date when the Notice is received by the addressee; (2) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. The term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

(b) Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

Any Notice, if given to Lender, must be addressed as follows:

**GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Parkway, Columbus, GA 31904**

Any Notice, if given to Tenant, must be addressed as follows:

**Tahoe Women's Care
1702 County Road Ste A-4, Minden, NV 89423**

13. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-title and assigns.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement [under seal] as of the date first above written.

Lender: GreenPoint Mortgage Funding, Inc.

[Signature] (Seal)

By: Daniel J Green Title: Branch Manager
(Printed Name)

State of California

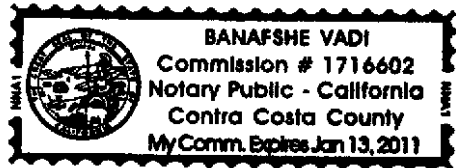
County of Alameda

The foregoing instrument was acknowledged before me this October 15, 2007 by

Daniel J. Green

[Signature]
Notary Public

My Commission Expires: January 13, 2011



Tenant:

Tahoe Women's Care

[Signature] (Seal)

Dr. Kris Kobalter, Lessee

for TWC #11108

[Signature] (Seal)

Dr. Gary Willen, Lessee

for TWC #11168

_____ (Seal)

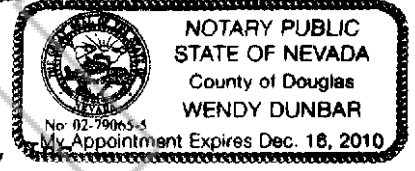
_____ (Seal)

State of Nevada

County of Douglas

The foregoing instrument was acknowledged before me this 10/18/2007 by ~~Dr. Kris Kobalter, Lessee~~ and Dr. Gary Willen, Lessee of Tahoe Women's Care. *and on 10/19/07 by Dr. Kris Kobalter*

[Signature]
Notary Public
My Commission Expires: 12-16-10



This instrument was prepared by: GreenPoint Mortgage Funding,

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 070101102WD

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

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, the Southwest 1/4 of the Southeast 1/4 of M.D.B. & M., Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Commercial Parcel "A-1-1" as shown on Parcel Map No. 2 for Mackland and Cattle Co., recorded in Book 185, at Page 2070, as Document No. 112841, Douglas County, Nevada Recorder's Office, also described as a point on the East Right-of-Way line of State Highway 88; thence along said East Right-of-Way line North $00^{\circ}53'30''$ East 438.60 feet to the POINT OF BEGINNING; thence continuing North $00^{\circ}53'30''$ East, 265.91 feet; thence along the arc of a curve to the right having a delta angle of $73^{\circ}56'30''$ a radius of 20.00 feet and an arc length of 25.81 feet thence North $74^{\circ}50'00''$ East along the South Right-of-Way line of County Road, 124.03 feet; thence South $15^{\circ}10'00''$ East, 160.01 feet; thence North $74^{\circ}50'00''$ East 41.00 feet; thence South $15^{\circ}10'00''$ East 110.00 feet; thence South $74^{\circ}50'00''$ West, 257.81 feet to the POINT OF BEGINNING:

Reference is made to Record of Survey recorded January 15, 1986 in Book 186, at Page 1133, as Document NO. 129468, Douglas County Records.

APN 1320-30-801-001

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED OCTOBER 6, 1995, BOOK 1095, PAGE 1121, AS FILE NO. 372128, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

