

Assessor's Parcel Nos. 1420-07-714-006  
1420-07-714-008  
1420-07-714-011

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.  
Gateway Village-900 Building  
NC1-026-06-06  
900 W. Trade Street  
Charlotte, North Carolina 28255

Space above for Recorder's Use

Title of Document: SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information (as defined in NRS 603A.040) of any person or persons. (Per NRS 239B.030)

Bank of America, N.A.

  
\_\_\_\_\_  
Signature

August 16, 2022  
\_\_\_\_\_  
Date

Kris Behrens  
\_\_\_\_\_  
Typed Name  
Vice President  
\_\_\_\_\_  
Title

## SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is entered into as of August 16, 2022, by Bank of America, N.A. ("Bank"), Werbo 6th LLC, a California limited liability company, and Werbo Woodruff LLC, a California limited liability company (collectively, "Landlord"), and Carson Tahoe Regional Healthcare ("Tenant").

### RECITALS

A. Landlord and Tenant have entered into lease agreements dated November 1, 2006 (Suite 001), April 1, 2013 (Suite 202) and, via assignment from Carson Douglas Ambulatory Center, LLC, November 1, 2006 (Suite 102) (collectively, "Lease"), covering certain premises located at 971, 973 & 975 Mica Drive, Carson City, Nevada 89705 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), dated as of August 16, 2022, which Deed of Trust has been recorded in the Official Records of Douglas County, Nevada, encumbering the Property. The Deed of Trust secures certain obligations to Bank as more particularly described therein.

C. On the terms and conditions in this Agreement, the parties desire to subordinate Tenant's leasehold interest in the Property to the lien of the Deed of Trust and to assure Tenant possession of the Property for the entire term of the Lease, even though Bank may foreclose the lien of the Deed of Trust before expiration of the Lease.

Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

#### **Section 1. Subordination.**

The Lease, the leasehold estate created thereby, and all rights and privileges of Tenant thereunder shall be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of the obligations now or hereafter secured by the Deed of Trust.

#### **Section 2. Nondisturbance.**

So long as Tenant is not in default, beyond any period given to Tenant to cure a default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, Tenant's possession of the Property and Tenant's rights and privileges under the Lease, including any extensions or renewals, shall not be diminished or interfered with by Bank during the term of the Lease or any extensions or renewals. So long as Tenant is not in default, beyond any period given Tenant to cure such default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, Bank will not join Tenant as a party for the purpose of terminating or otherwise affecting Tenant's interest under the Lease, in any action of foreclosure or other proceeding brought by Bank to enforce any rights arising because of any default under the Deed of Trust. Bank may, however, join Tenant as a party if joinder is necessary under any statute or law to secure the remedies available to Bank under the Deed of Trust, but joinder shall be for that purpose only and not for the purpose of terminating the Lease or affecting Tenant's right to possession of the Property.

#### **Section 3. Attornment.**

If the Landlord's interest is transferred to and owned by Bank or any successor of Bank ("Acquiring Party") because of foreclosure or other proceedings brought by Bank, or by any other manner,

and Bank succeeds to Landlord's interest under the Lease, Tenant shall be bound to the Acquiring Party, and Acquiring Party shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the remaining term, including any extensions or renewals, with the same effect as if Acquiring Party were Landlord under the Lease. Tenant agrees to attorn to Acquiring Party as the Landlord, with the attornment being effective and self-operable immediately upon Acquiring Party succeeding to the interest of Landlord under the Lease, all without the execution by the parties of any further instruments. However, Tenant shall not be obligated to pay rent to Acquiring Party until Tenant receives written notice from Acquiring Party, together with evidence satisfactory to Tenant, demonstrating that Acquiring Party has succeeded to Landlord's interest under the Lease and directing where rent should be mailed. The respective rights and obligations of Tenant and Acquiring Party upon attornment, to the extent of the then-remaining balance of the term of the Lease, shall be the same as in the Lease, which is incorporated by reference in this Agreement. If Acquiring Party succeeds to Landlord's interest in the Lease, Acquiring Party shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, after Acquiring Party's succession to Landlord's interest, have the same remedies against Acquiring Party for the breach of any agreement in the Lease that Tenant might have had against Landlord.

#### **Section 4. Tenant Estoppel Certificate.**

(a) Tenant has no right or option of any nature whatsoever, whether arising out of the Lease or otherwise, to purchase the Property, or any interest or portion in or of the Property, to expand into other space in the Property or to extend or renew the term of the Lease, except as described in the attached Exhibit B.

(b) Tenant represents and warrants to Bank that Exhibit C accurately identifies all amendments, supplements, side letters and other agreements and memoranda pertaining to the Lease, the leasehold and/or the Property.

(c) As of the date of this Agreement, Tenant represents and warrants that there exist no events of default, or events that with notice or the passage of time or both would be events of default, under the Lease, on either Tenant's part or Landlord's, nor is there any right of offset (including audit or accounting rights which might otherwise give rise to a claim or an offset for rents paid under the Lease) against any of Tenant's obligations under the Lease, except as described in the attached Exhibit D. The Lease is in full force and effect as of the date of this Agreement.

(d) Tenant acknowledges that Bank is relying on the representations, certifications and undertakings made by Tenant in this Agreement in extending credit secured by the Deed of Trust.

(e) Within ten (10) days after Bank's request, Tenant shall deliver to Bank and to any person designated by Bank, estoppel certificates executed by Tenant, certifying (if such is the case) that the Lease is in full force and effect, that there are no defenses or offsets outstanding under the Lease (or stating those claimed by Tenant, as the case may be) and such other information about Tenant or the Lease as Bank may reasonably request.

(f) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement from Bank.

#### **Section 5. Tenant's Purchase Option.**

The lien of the Deed of Trust shall unconditionally be and remain at all times a lien on the Property prior and superior to any existing or future option or right of first refusal of Tenant to purchase the Property or any portion thereof. In the event of any transfer of Landlord's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any purchase option or right of first refusal which remains unexercised at the time of such transfer.

**Section 6. No Change in Lease.**

Landlord and Tenant agree not to change, alter, amend or otherwise modify the Lease without the prior written consent of Bank. Any change, alteration, amendment, or other modification to the Lease without the prior written consent Bank shall be void as to Bank.

**Section 7. Notices.**

In this Agreement, wherever it is required or permitted that notice and demand be given by any party to another party, that notice or demand shall be given in writing and forwarded by certified mail, addressed as follows:

For Landlord: Werbo 6th LLC  
Werbo Woodruff LLC  
123 Feritti Drive  
Austin, Texas 78734

For Tenant: Carson Tahoe Regional Healthcare  
973 Mica Drive, Suite 202  
Carson City, Nevada 89705

For Bank: Bank of America, N.A.  
Merrill Lynch  
2049 Century Park East, Suite 1200  
Los Angeles, California 90067

With a copy to: Bank of America, N.A.  
Gateway Village-900 Building  
NC1-026-06-06  
900 W. Trade Street  
Charlotte, North Carolina 28255

Any party may change an address given for notice by giving written notice of that change by certified mail to all other parties.

**Section 8. Authority.**

If any party is a corporation, limited liability company, or a partnership, all individuals executing this Agreement on behalf of such corporation, limited liability company, or partnership represent and warrant that they are authorized to execute and deliver this Agreement on behalf of the corporation, limited liability company, or partnership and that this Agreement is binding upon such corporation, limited liability company, or partnership.

**Section 9. Miscellaneous.**

This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest. If any party commences any action against any other party based on this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, expenses, and costs of suit. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. The headings of this Agreement are for reference only and shall not limit or define any meaning of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which shall constitute one and the same instrument. This Agreement shall be construed in accordance with and governed by Nevada law.

The parties have duly executed this Agreement as of the date first above written.

BANK: Bank of America, N.A.

By: \_\_\_\_\_  
Name: Kris Behrens  
Title: Vice President

LANDLORD: Werbo 6th LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Leonard B. Werbin  
Title: Manager

Werbo Woodruff LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Leonard B. Werbin  
Title: Manager

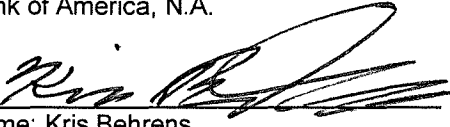
TENANT: Carson Tahoe Regional Healthcare

By: Katie Kucera  
Name: Katie Kucera  
Title: VP & CFO

[All signatures must be acknowledged]

The parties have duly executed this Agreement as of the date first above written.

BANK: Bank of America, N.A.

By:   
Name: Kris Behrens  
Title: Vice President

LANDLORD: Werbo 6th LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Leonard B. Werbin  
Title: Manager

Werbo Woodruff LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Leonard B. Werbin  
Title: Manager

TENANT: Carson Tahoe Regional Healthcare

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[All signatures must be acknowledged]

The parties have duly executed this Agreement as of the date first above written.

BANK: Bank of America, N.A.

By: \_\_\_\_\_  
Name: Kris Behrens  
Title: Vice President

LANDLORD: Werbo 6th LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Leonard B. Werbin  
Title: Manager

Werbo Woodruff LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Leonard B. Werbin  
Title: Manager

TENANT: Carson Tahoe Regional Healthcare

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[All signatures must be acknowledged]

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

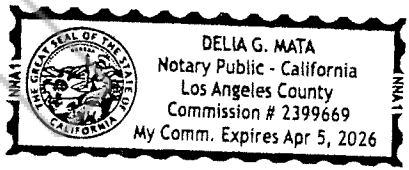
State of California }  
County of Los Angeles }

On August 16, 2022 before me, Delia G. Mata, Notary Public  
(Here insert name and title of the officer)  
personally appeared Kris Behrens

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Delia G. Mata (Seal)

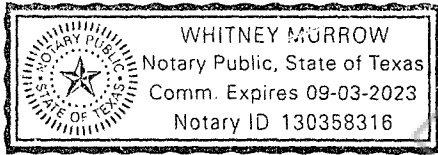




ACKNOWLEDGMENTS

STATE OF Texas §  
COUNTY OF TRAVIS §  
§

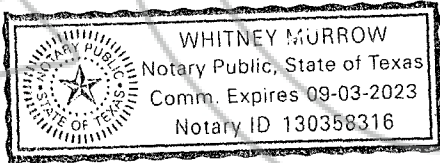
This instrument was acknowledged before me on this 16<sup>th</sup> day of August, 2022, by Leonard B. Werbin, Manager of Werbo 6th LLC, on behalf of said company.



*Whitney Murrow*  
Notary Public, State of Texas  
Printed Name: Whitney Murrow  
My Commission Expires: 09-03-2023

STATE OF TEXAS §  
COUNTY OF TRAVIS §  
§

This instrument was acknowledged before me on this 16<sup>th</sup> day of August, 2022, by Leonard B. Werbin, Manager of Werbo Woodruff LLC, on behalf of said company.



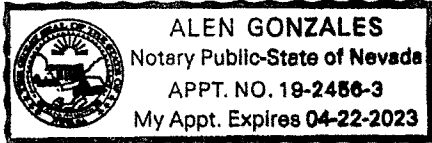
*Whitney Murrow*  
Notary Public, State of Texas  
Printed Name: Whitney Murrow  
My Commission Expires: 09-03-2023

**ACKNOWLEDGMENT**

STATE OF NEVADA

COUNTY OF Carson City

This instrument was acknowledged before me on 8-24-2022 by KATIE KUCERA  
as VP + CFO of Carson Tahoe Regional Healthcare.



[Signature]  
NOTARY PUBLIC  
My commission expires: 4-22-2023

*COOPER*

**EXHIBIT A**

**Description of Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 2, AS SET FORTH ON PARCEL MAP LDA-99-074 FOR SUNRIDGE HEIGHTS OFFICE PARK FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JANUARY 18, 2000, BOOK 0100, PAGE 2690, DOCUMENT NO. 484628.

APN: 1420-07-714-008

**PARCEL 2:**

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1, AS SET FORTH ON PARCEL MAP LDA-99-075 FOR SUNRIDGE HEIGHTS OFFICE PARK FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JANUARY 18, 2000, BOOK 0100, PAGE 2691, DOCUMENT NO. 484629.

APN: 1420-07-714-006

**PARCEL 3:**

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE OPEN SPACE REMAINDER PARCEL AS SHOWN ON THE PARCEL MAP FOR SUNRIDGE CORPORATION FILED FOR RECORD JANUARY 18, 2000 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 484629, SAID POINT FALLING ON THE WESTERLY RIGHT-OF-WAY LINE OF SMOKETREE AVENUE;

THENCE NORTH 55°31'38" WEST 13.21 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 85°06'54" WEST, 131.83 FEET;

THENCE NORTH 04°53'06" EAST, 24.22 FEET;

THENCE SOUTH 85°06'54" EAST, 11.66 FEET;

THENCE NORTH 04°53'06" EAST, 62.07 FEET;

THENCE NORTH 84°58'59" WEST 10.92 FEET;

THENCE NORTH 04°53'06" EAST, 29.30 FEET;

THENCE NORTH 36°29'04" EAST, 61.43 FEET;

THENCE SOUTH 67°13'50" EAST, 67.10 FEET;

THENCE SOUTH 81°07'00" EAST, 35.14 FEET;

THENCE SOUTH 04°53'17" WEST, 144.87 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS ADJUSTED PARCEL 2 OF RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT RECORDED MAY 03, 2007, IN BOOK 0507, PAGE 1301 AS INSTRUMENT NO. 700430 OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED MARCH 05, 2007, IN BOOK 0507, PAGE 1289 AS INSTRUMENT NO. 700427 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

APN: 1420-07-714-011

Street Address of Property

971, 973 & 975 Mica Drive  
Carson City, Nevada 89705