

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

Kris Behrens

Typed Name

Vice President

Title

August 16, 2022
Date

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 James J. Lynch, M.D., Ltd. dba Spine Nevada ("Tenant").

RECITALS

A. Landlord and Tenant, successor-in-interest to James J. Lynch, M.D., Ltd. dba Spine Nevada, have entered into lease agreements dated October 1, 2007 (Suite 201), January 1, 2016 (Suite 101) and January 1, 2016 (Suites 103 & 104) (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'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 5. 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 6. 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:	James J. Lynch, M.D., Ltd. dba Spine Nevada 973 Mica Drive, Suite 103 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 7. Authority.

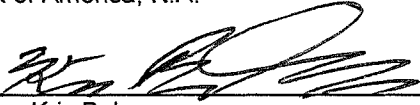
If any party is a corporation, limited liability company, or a partnership, all individuals executing this Agreement on behalf of such corporation, limited liability company, or partnership represent and warrant that they are authorized to execute and deliver this Agreement on behalf of the corporation,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

Section 8. 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: James J. Lynch, M.D., Ltd. dba Spine Nevada

By: _____
Name: James J. Lynch
Title: Manager

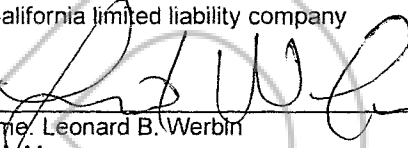
[All signatures must be acknowledged]

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

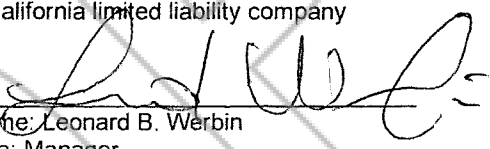
BANK: Bank of America, N.A.

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

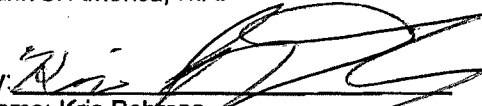
TENANT: James J. Lynch, M.D., Ltd. dba Spine Nevada

By: _____
Name: James J. Lynch
Title: Manager

[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

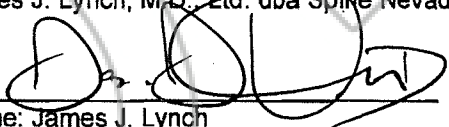
LANDLORD: Werbo 6th LLC,
a California limited liability company

By: _____
Name: Leonard B. Werbin
Title: Manager

Werbo Woodruff LLC,
a California limited liability company

By: _____
Name: Leonard B. Werbin
Title: Manager

TENANT: James J. Lynch, M.D. Ltd. dba Spine Nevada

By: 
Name: James J. Lynch
Title: Manager

[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)

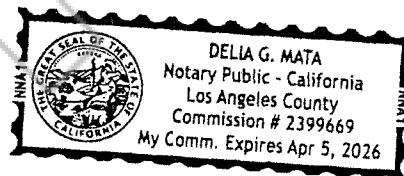
personally appeared Kris Behrens

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

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.

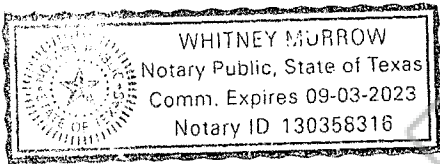
Signature *Delia G. Mata* (Seal)



ACKNOWLEDGMENTS

STATE OF Texas §
COUNTY OF TRAVIS §

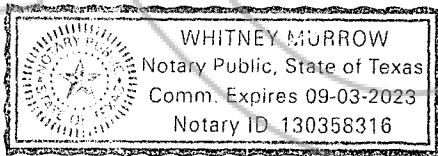
This instrument was acknowledged before me on this 16th day of August, 2022, by Leonard B. Werbin, Manager of Werbo 6th LLC, on behalf of said company.



[Signature]
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 16th day of August, 2022, by Leonard B. Werbin, Manager of Werbo Woodruff LLC, on behalf of said company.



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

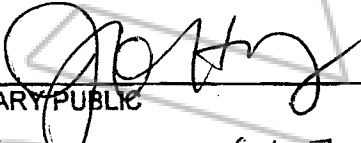
ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on 8/10/22 by James J. Lynch, as
Manager of James J. Lynch, M.D., Ltd.

 JENNIFER HARGIS
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 19-7333-02 - Expires October 7, 2023



NOTARY PUBLIC
My commission expires: Oct. 7, 2023

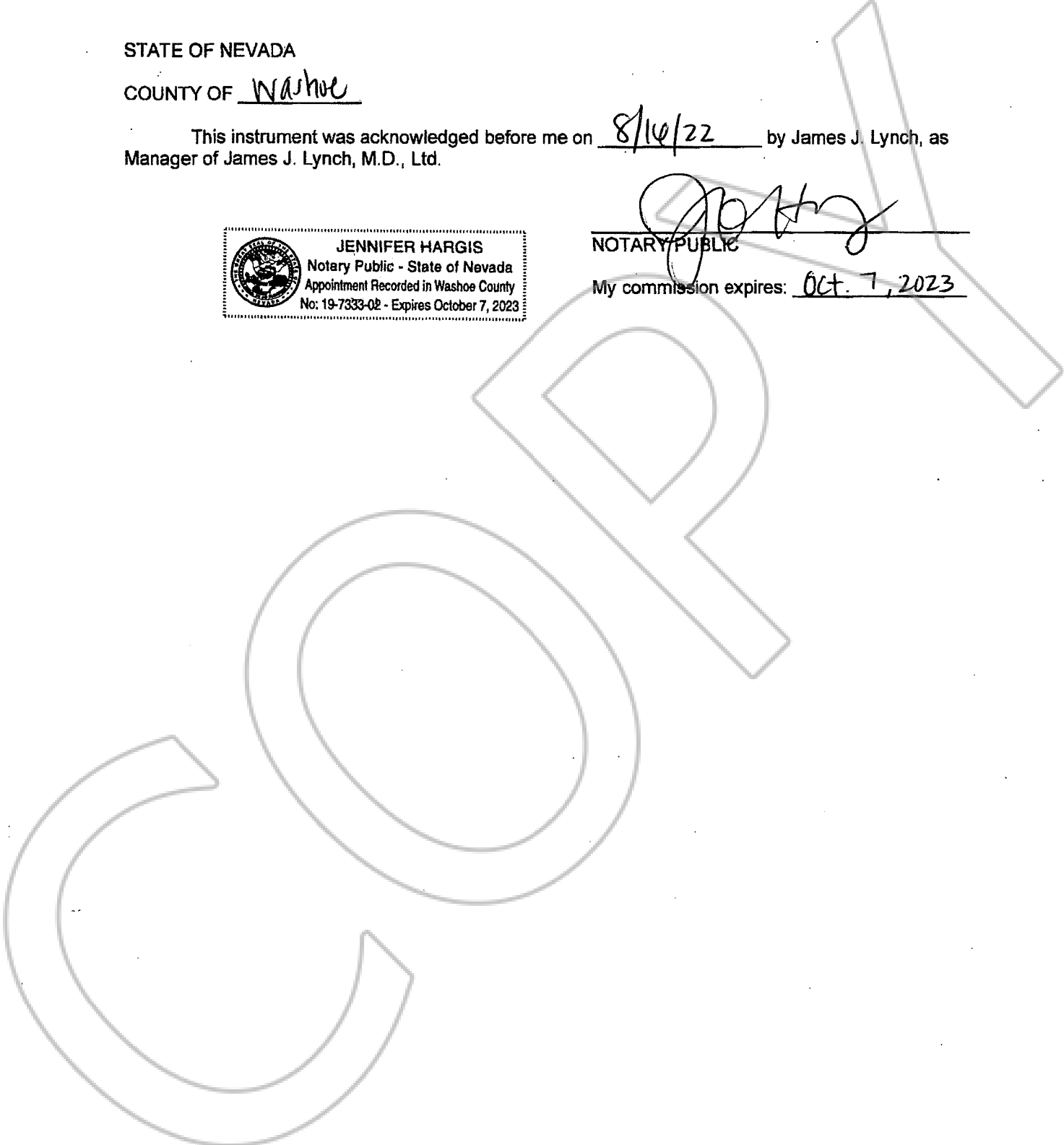


EXHIBIT A

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;

**EXHIBIT A TO SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

(Existing Defaults or Offsets Under Lease)

4884-5025-4635.1

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