

Recording Requested By:

Tahoe Summit Village Time Share Developers

And When Recorded Mail To:

Manatt, Phelps, Rothenberg &
Tunney
1888 Century Park East
21st Floor
Los Angeles, California 90067
Attn: Elizabeth Watson, Esq.

THE SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made this 31st day of OCTOBER, 1983, by Tahoe Summit Village Time Share Developers, a joint venture, owner of the land hereinafter described and hereinafter referred to as "Owner", and WESTERN PLAINS SERVICE CORPORATION, present owner and holder of the deeds of trust and notes hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, a deed of trust, dated March 10, 1981, was executed by D.R.D. Development, Inc., a California corporation, as trustor, to Silver State Title Company, a Nevada corporation, as trustee, covering:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Project")

to secure a note in the sum of four million four hundred thousand (\$4,400,000) dollars, dated March 10, 1981, in favor of Beneficiary, which deed of trust has been recorded March 17, 1981 as Document No. 54493, in Book 381, Volume 1217 of the Official Records, Douglas County, Nevada; and

WHEREAS, a deed of trust dated November 9, 1982 was executed by D.R.D. Development, Inc. a California corporation, and others to Silver State Title Company, a Nevada corporation, as trustee, covering the Project to secure a note in the sum of seven hundred thirty-seven thousand (\$737,000) dollars, dated November 9, 1982, in favor of Beneficiary, which deed of trust has been recorded November 12, 1982 as Document No. 73093, in Book 1182, Page 508 of the Official Records, Douglas County, Nevada; and

WHEREAS, a deed of trust dated January 21, 1983 was executed by D.R.D. Development, Inc., a California corporation, and others to Silver State Title Company, a Nevada Corporation, as trustee, covering the Project to secure a note in the sum of one million three hundred forty-one thousand five hundred (\$1,341,500) dollars, dated January 21, 1983, in favor of Beneficiary, which deed of trust has been recorded February 7, 1983 as Document No. 75923, in Book 283, Page 716 of the Official Records, Douglas County, Nevada; and

WHEREAS, a deed of trust dated October 11, 1983 was executed by D.R.D. Development, Inc., a California corporation, and others, as trustor, to Silver State Title Company, a Nevada corporation, as trustee, covering the Project to secure a note in the sum of eight hundred twenty-two thousand dollars (\$822,000) dated October 11, 1983, in favor of Beneficiary, which deed of trust has been recorded October 24, 1983 as Document No. 89977, in Book 1083, Page 3449, of the Official Records, Douglas County, Nevada (all four deeds of trust will be collectively referred to as "Deeds of Trust"); and

WHEREAS, Owner has executed a Declaration of Time Share Covenants, Conditions and Restrictions on October 11, 1983 and recorded same against the Project (hereinafter referred to as "Declaration"), on October 24, 1983, as Document No. 89978, in Book 1083, Page 3473 of the Official Records, Douglas County, Nevada; and

WHEREAS, Owner has executed, or is about to execute, a First Amendment to the Declaration and record same against the Project (hereinafter referred to as the "Amendment"), which Amendment is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining the California Department of Real Estate's approval for the sale of time share estates that said Declaration and Amendment shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deeds of Trust; and

WHEREAS, it is to the mutual benefit of the parties hereto that the Department of Real Estate approve time share use; and Beneficiary is willing that the Declaration and Amendment, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deeds of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

(1) That said Declaration and Amendment, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deeds of Trust.

(2) That the Department of Real Estate would not approve a time share use without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deeds of Trust to the lien or charge of the Declaration and Amendment above referred to and shall supercede and cancel, but only insofar as would affect the priority of the Deeds of Trust and the Declaration and Amendment, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Deeds of Trust, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgagee.

(4) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement, by each of the parties hereto on the dates respectively indicated in the acknowledgments of said parties, notwithstanding that all of the parties are not signatories to the original or the same counterpart, to be effective as of the day and year first above written.

Beneficiary declares, agrees and acknowledges that:

(a) He consents to and approves of all provisions of the Declaration and Amendment above referred to;

(b) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deeds of Trust in favor of the lien or charge upon the Project of the Declaration and Amendment above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific applications and plans are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(c) An endorsement has been placed upon the notes secured by the Deeds of Trust that said Deeds of Trust have

by this instrument been subordinated to the lien or charge of the Declaration above referred to.

Dated: _____

WESTERN PLAINS SERVICE CORPORATION,
a South Dakota corporation

By: _____
Its: _____

"Beneficiary"

Dated: Oct. 31, 1983

TAHOE SUMMIT VILLAGE TIME SHARE
DEVELOPERS, a California
joint venture

By: PEMBROKE INVESTMENT CO.
its agent

By: [Signature]
Its: Secretary Daniel P. Lawrence

"Owner"

(ATTACH APPROPRIATE ACKNOWLEDGMENTS)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On October 31, 1983 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Daniel P. Lawrence

personally known to me;
 proved to me on the basis of satisfactory evidence,
of the corporation that executed the within Instrument, and acknowledged
to me that such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.

Signature [Signature]

Blanche P. Niemie

Name (Typed or Printed)

Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

_____ CORPORATION

by this instrument been subordinated to the lien or charge of the Declaration and Amendment above referred to.

Dated: October 31, 1983

WESTERN PLAINS SERVICE CORPORATION,
a South Dakota corporation

By: Dennis C. Nelles
Its: Acting President
Dennis C. Nelles
"Beneficiary"

Dated: _____

TAHOE SUMMIT VILLAGE TIME SHARE
DEVELOPERS, a California
joint venture

By: PEMBROKE INVESTMENT CO.
its agent

By: _____
Its: _____
"Owner"

(ATTACH APPROPRIATE ACKNOWLEDGMENTS)

STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) ss.

On the 31st day of October, 1983, before me, the undersigned officer, personally appeared DENNIS C. NELLES, who acknowledged himself to be the acting President of WESTERN PLAINS SERVICE CORPORATION, a corporation, and that he, as such acting President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as acting President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

Brendan K. Kauer
NOTARY PUBLIC
My commission expires 6-15-89

EXHIBIT "A"

All that certain real property located and situated in the County of Douglas, State of Nevada, described as follows:

Lots 28 through 33 of TAHOE VILLAGE UNIT NUMBER 2, Third Amended Map, recorded as Document Nos. 53845 through 53850, all of the Official Records, Douglas County Recorder's Office, Minden, Nevada.

COPY

EW14F-4

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SILVER STATE TITLE CO.

OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

\$ 10.00 pd
1983 NOV 10 PM 3:50

SUZANNE BEAUDREAU
RECORDER

Suzanne Beaudreau
llp

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BOOK 1183 PAGE 1219