

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511
Attn: Gregg P. Barnard, Esq.



APN: 1320-29-000-008

10376150e

(Space Above Line For Recorder's Use Only)

REAFFIRMATION OF SUBORDINATION AGREEMENT

THIS REAFFIRMATION OF SUBORDINATION AGREEMENT ("Agreement") is made effective as of the 5th day of January, 2011, by The Ranch at Gardnerville, LLC, a Nevada limited liability company (the "Trustor"), and Wealth Strategies Investment Fund LLC, a Nevada limited liability company (the "Junior Lender") for the benefit of Edgewood Companies, a Nevada corporation formerly known as Park Cattle Co., a Nevada corporation (the "Senior Lender").

RECITALS

A. The Trustor and Junior Lender entered into, executed and delivered to Senior Lender that certain Subordination Agreement, dated as of January 5, 2009 (the "Subordination Agreement"), which Subordination Agreement was recorded in the Official Records of Douglas County, Nevada on January 6, 2009, as Document No. 735358. Capitalized terms used herein without definition have the meaning given them in the Subordination Agreement.

B. Trustor and Senior Lender have agreed to further extend the maturity date of the Park Promissory Note pursuant to the terms of that certain First Amendment to Loan Modification Agreement dated effective as of January 5, 2011. A Memorandum of Agreement, dated the date hereof, with respect to the First Amendment to Loan Modification Agreement, has been recorded in the Official Records of Douglas County, Nevada, immediately prior to the recordation of this Agreement.

C. As a condition precedent to Senior Lender agreeing to the terms and conditions of the First Amendment to Loan Modification Agreement, Senior Lender requires that the Junior Deed of Trust and any and all obligations secured thereby remain and be made expressly subordinate and junior in priority to the lien and charge of the Park First Deed of Trust and all obligations secured thereby. Senior Lender would not have entered into the First Amendment to Loan Modification Agreement but for the continuation of the complete and unconditional subordination in all respects of the Junior Deed of Trust to the lien and charge of the Park First



Deed of Trust whereby the Park First Deed of Trust is senior and prior to all other liens and charges against the "Property", as defined in the Park First Deed of Trust and the legal description for such real property is attached hereto as Exhibit "A" and is incorporated herein by this reference.

D. It is to the mutual benefit of the Trustor and Junior Lender that Senior Lender enter into the First Amendment to Loan Modification Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Junior Lender, Trustor and Senior Lender, and in order to induce Senior Lender to enter into the First Amendment to Loan Modification Agreement and agree to the provisions as therein provided, Junior Lender and Trustor agree that the Junior Deed of Trust (including any amendments, modification, extensions or supplements from time to time thereto) and each and any other document, agreement or instrument which may from time to time be or constitute a lien or charge against the Property, if any, is and shall be completely and unconditionally subject, junior and subordinate in all respects to the Park First Deed of Trust and hereby affirm, ratify and confirm the Subordination Agreement in all respects and that such Subordination Agreement continue in full force and effect.

This Agreement may be executed in counterparts which together shall constitute but one and the same original.

[Signatures on following pages]



Junior Lender:

**WEALTH STRATEGIES INVESTMENT
FUND, LLC,**
a Nevada limited liability company

By: Wealth Strategies Bayliss & McAninch,
Inc., a Nevada corporation, its
Manager

By: Carrie L. McAninch
Name: Carrie L. McAninch
Title: mgt





Trustor:

THE RANCH AT GARDNERVILLE, LLC
a Nevada limited liability company

By: Eagle Ridge Painter, Inc., Manager

By: Greg W Painter
Name: GREGORY W PAINTER
Title: PRESIDENT

By: Wealth Strategies Development, Inc.,
Manager

By: Carrie L McAninch
Name: CARRIE L McANINCH
Title: PRESIDENT



Senior Lender:

EDGEWOOD COMPANIES
a Nevada corporation

By [Signature]
Name: Charles W. Schauer
Title: President: CEO

STATE OF Nevada)
) SS.
COUNTY OF Douglas)

On February 8, 2011 before me, [Signature], a notary public in and for said State, personally appeared Charles Schauer - F, personally known to me (~~or 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 [Signature]

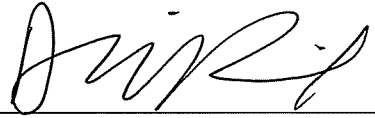


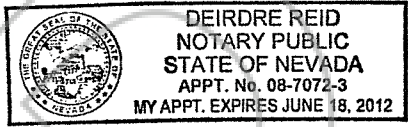


STATE OF Nevada)
 Carson City)
COUNTY OF _____) SS.

On February 2, 2011 before me, Deirdre Reid, a notary public in and for said State, personally appeared Carrie Lynne McAninch or Carrie Lynne McAninch, personally known to me (or 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.

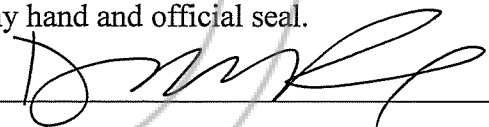
Signature 

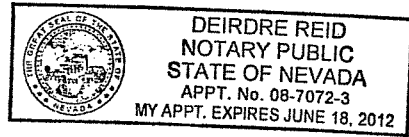


STATE OF Nevada)
 Carson City)
COUNTY OF _____) SS.

On February 2, 2011 before me, Deirdre Reid, a notary public in and for said State, personally appeared Carrie Lynne McAninch personally known to me (or 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 

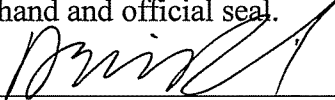




STATE OF Nevada)
COUNTY OF CARSON CITY) SS.

On February 2, 2011 before me, Deirdre Reid, a notary public in and for said State, personally appeared Gregory Whitfield Painter, personally known to me (or 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 

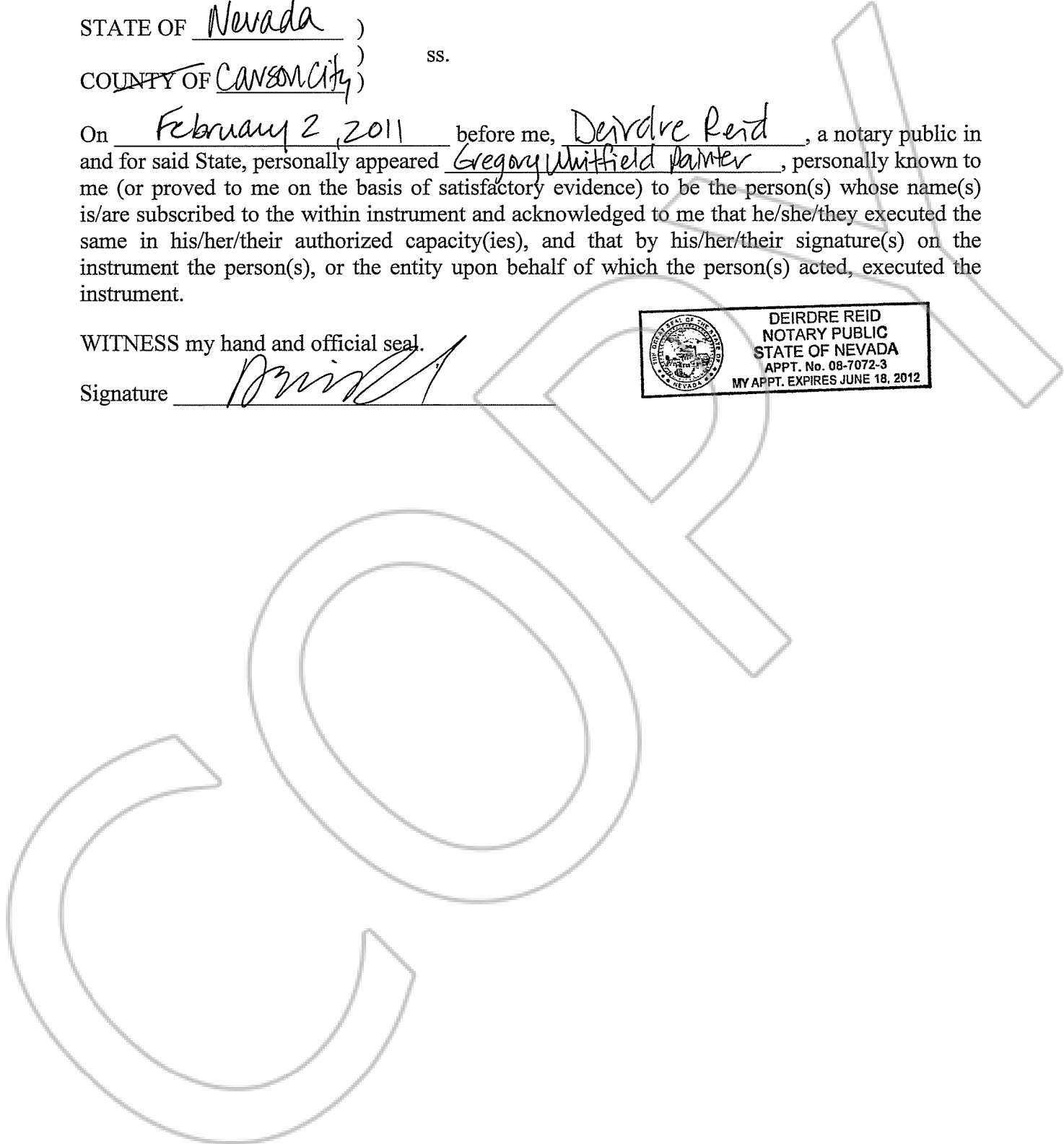
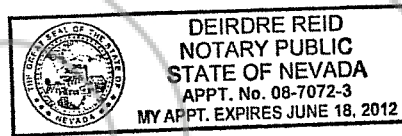




EXHIBIT "A"

The land referred to herein situate in the State of Nevada, County of Douglas, described as follows:

PARCEL 1:

A portion of land located within Section 29 in Township 13 North, Range 20 East and being further described as:

Parcel 37 as set forth on Land Division Map of John B. Anderson #2 filed for record with the Douglas County Recorder on September 27, 1978, in Book 978, of Official Records, Page 1935, as Document No. 25700.

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PARCEL 2:

An easement for the purpose of ditches, with incidental rights thereto as shown in document recorded February 1, 2002 in Book 0202, at Page 623, as Document No. 533883.

