

DOC # 830123
09/06/2013 10:50AM Deputy: SD
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-913 PG-1060 RPTT: 0.00



FOR RECORDER'S USE ONLY

The undersigned hereby affirms that this document submitted for recording does not contain the Social Security number of any person or persons (NRS 239B.030)
NORTHERN NEVADA TITLE COMPANY

By: 

Print Name/Title: Jodi Ferrell, Escrow Officer

APN: 1320-33-210-069
ORDER NO.: 1100763-LI

TITLE OF DOCUMENT: Subordination Agreement.

RECORDING REQUESTED BY

Northern Nevada Title Company
307 W Winnie Lane, Suite 1
Carson City, NV 89703

**MAIL TAX STATEMENTS AND WHEN
RECORDED, MAIL TO**

The Ranch at Gardnerville 1, LLC, a Nevada Limited Liability Company
1830 College Parkway #200
Carson City, NV 89706



When Recorded Mail To:
Nevada Gardnerville Ranch, LLC
625 Plumas Street
Reno, NV 89509

APN: ~~1320-33-21-69~~
1320-33-210-069

THE UNDERSIGNED affirm by executing this document that it does not contain the social security number of any person. (Per NRS 239B.030).

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, entered into this 4th day of September, 2013, by and between THE RANCH AT GARDNERVILLE 1, LLC, a Nevada limited liability company (hereinafter referred to as "Trustor") and NEVADA GARDNERVILLE RANCH, LLC, a Nevada limited liability company (hereinafter referred to as "Beneficiary").

WITNESSETH:

WHEREAS, on August 1, 2012, Trustor executed a Deed of Trust, recorded on March 19, 2013, as Document No. 820256 of the Official Records of Douglas County, Nevada, encumbering certain real property in Douglas County Nevada and commonly known as Assessor's Parcel Number 1320-33-210-069 (Beneficiary's Deed of Trust), to secure a promissory note in the principal amount of \$7,300,000.00 in favor of Beneficiary;

WHEREAS, Trustor has, or is about to execute a Promissory Note and Deed of Trust in the amount of \$3,500,000.00, dated September 3, 2013, in favor of RUBY CAPITAL INVESTMENTS, LLC, a Nevada limited liability company (hereinafter referred to as ALender@), payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and 09/06/2013 913 1038 830122

WHEREAS, it is a condition precedent to obtaining said loan from Lender that said Deed of Trust in favor of Lender 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 Beneficiary's Deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of Beneficiary's Deed and provided that Beneficiary will specifically and unconditionally



subordinate the lien or charge of Beneficiary's Deed of Trust to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Beneficiary's Deed of Trust above mentioned.

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, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said Note in favor of Lender, 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 Beneficiary's Deed of Trust.
- (2) That Lender would not make its loan above described 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 Beneficiary's Deed of Trust to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Beneficiary's Deed of Trust, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves all provisions of the Note and Deed of Trust in favor of Lender above referred to;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or sue of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances 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;

- (d) In the event the Beneficiary commences a foreclosure action against the Owner, Beneficiary shall provide Lender with all written notices of the default and shall provide Lender the opportunity to cure any default of Owner.



IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

"BENEFICIARY"

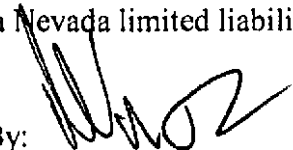
"TRUSTOR"


GARDNERVILLE RANCH, LLC
a Nevada limited liability company

THE RANCH AT GARDNERVILLE 1, LLC
a Nevada limited liability company

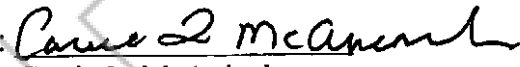
By: Nevada Gardnerville Ranch Manager, LLC
a Nevada limited liability company

By: WEALTH STRATEGIES
DEVELOPMENT, INC.
a Nevada corporation, Manager

By: 
Bill Fergus, Manager

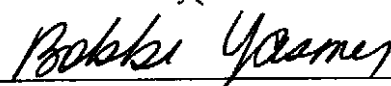
By: 
Carrie L. McAninch
President

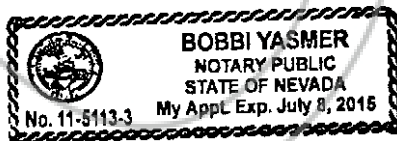
By: WEALTH STRATEGIES
BAYLISS & MCANINCH, INC.,
a Nevada corporation, Manager

By: 
Carrie L. McAninch
President

STATE OF NEVADA)
 : ss.
COUNTY OF Carson)

On September 4, 2013, personally appeared before me, a notary public, Bill Fergus, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of GARDNERVILLE RANCH MANAGER, LLC a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing document on behalf of said entity,

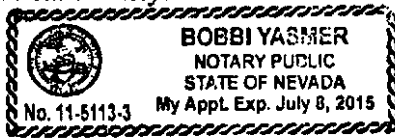

NOTARY PUBLIC





STATE OF NEVADA)
 : ss.
COUNTY OF Carson)

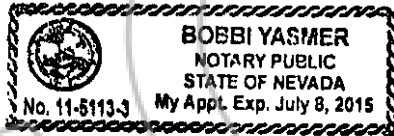
On September 4, 2013, personally appeared before me, a notary public, Carrie L. McAninch, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she is the President of WEALTH STRATEGIES DEVELOPOMENT, INC., a Nevada corporation and who further acknowledged to me that she executed the foregoing document on behalf of said entity.



Bobbi Yasmer
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF Carson)

On September 4, 2013, personally appeared before me, a notary public, Carrie L. McAninch, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she is the President of WEALTH STRATEGIES BAYLISS & MCANINCH, INC., a Nevada corporation and who further acknowledged to me that she executed the foregoing document on behalf of said entity.



Bobbi Yasmer
NOTARY PUBLIC