

## A. P. Nos:

1320-33-212-008, 1320-33-212-013  
1320-33-212-014, 1320-33-211-015  
1320-33-212-016, 1320-33-212-017  
1320-33-212-018, 1320-33-212-012  
1320-33-212-009, 1320-33-212-010  
1320-33-212-011  
(formerly 1320-33-210-070)

Escrow No. 1102280-LI  
Alpen Mortgage NV License #2121  
Alpen Mortgage NMLS #363496

When recorded mail to:

**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**SUBORDINATION AGREEMENT**

THIS AGREEMENT, made October 1, 2014, by KDH BUILDERS THE RANCH, LLC, a Nevada limited liability company, owner of the land hereinafter described, and hereinafter referred to as "Owner" and GREEBANESE INVESTMENTS 3, LLC, a California limited liability company, present owner and holder of the Deed of Trust and note first hereinafter described, and hereinafter referred to as "Beneficiary";

W I T N E S S E T H:

WHEREAS, Owner did execute a Deed of Trust dated September 18, 2013, recorded September 18, 2013, in Book 913, on Page 3863, as Document No. 830797, Official Records, Douglas County, Nevada (the "Original Deed of Trust"), to NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, Trustee, encumbering real property situate in Douglas County, State of Nevada, described as follows:

Lot 2B as shown on FINAL MAP PLANNED UNIT DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE 11A-1, recorded in the office of the Douglas County Recorder, State of Nevada, on June 18, 2013, in Book 613, at Page 4667, as Document No. 825569, Official Records,

to secure a note in the amount of \$1,134,000.00, dated of even date therewith, which Deed of Trust is for the benefit of Beneficiary; and

WHEREAS, Owner has or shall concurrently or substantially concurrently herewith record a map subdividing a portion of the real property into eleven (11) parcels with the following legal description:

Lots 123, 124, 125, 126, 127, 128, 129, 138, 139, 158 and 159, as shown on FINAL MAP PLANNED UNIT DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE IIA-2, recorded in the office of the Douglas County Recorder, State of Nevada on October 3, 2014, in Book n/a, at Page n/a, as Document No. 2014-850353, of Official Records.

WHEREAS, Owner has executed a Promissory Note in the sum of \$1,999,400.00, and a Deed of Trust and Security Agreement securing said note with the eleven (11) parcels, concurrently or substantially concurrently herewith (the "Lender's Deed of Trust"), in favor of COMPUTERIZED SCREENING, INC., a Nevada corporation, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan represented by the Note and Lender's Deed of Trust last described above, that said Lender's Deed of Trust 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 Original Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Lender's 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 the Original Deed of Trust and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the

Original Deed of Trust to the lien or charge of the Lender's 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 Lender's 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 the Original Deed 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, 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 Lender's 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 the Original 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 between the parties hereto with respect to the subordination of the lien or charge of the Original Deed of Trust to the lien or charge of the Lender's Deed of Trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such or any subordination, including, but not limited to, those provisions, if any, contained in the Original Deed of Trust, which provide for the subordination of the lien or charge thereof to a Deed or Deeds of Trust or to a mortgage or mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that:

(a) Beneficiary consents to and approves (i) all provisions of the note and Lender's Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(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 use 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) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Original Deed of Trust in favor of the lien or charge upon said land of the Lender's Deed of Trust 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.

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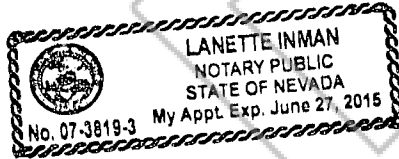
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STATE OF Nevada )  
 ) ss  
COUNTY OF Carson City )

This instrument was acknowledged before me on  
10/8/14, 2014, by DARCI HENDRIX, as Managing Member  
of KDH BUILDERS THE RANCH, LLC.

  
Notary Public





**CALIFORNIA JURAT WITH AFFIANT STATEMENT**  
**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
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*[Signature]*  
\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California  
County of Sacramento

Subscribed and sworn to (or affirmed) before me  
on this 1 day of October, 2014,  
by \_\_\_\_\_  
Date Month Year

(1) James Kassis  
\_\_\_\_\_  
(2) \_\_\_\_\_  
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature *[Signature]*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_