

APN: 1320-33-210-072

When recorded return to:
Ruby Capital Investments, LLC
c/o Private Capital Investments
3201 Danville Blvd., Suite 170
Alamo, CA 94507

SIGNED IN COUNTERPART

1100763LJ

CONTINUING SUBORDINATION AGREEMENT

THIS CONTINUING SUBORDINATION AGREEMENT ("**Subordination**") is entered into as of January 29, 2015 (the "**Effective Date**") by RUBY CAPITAL INVESTMENTS, LLC, a Nevada limited liability company ("**First Creditor**"); OPAL INVESTMENTS LLC, a Nevada limited liability company; THE BEN NV TRUST; and ALLURE PEBBLE, LLC, a Nevada limited liability company (collectively, "**Second Creditor**"), with respect to the following facts:

A. The Ranch at Gardnerville 1, LLC, a Nevada limited liability company ("**First Borrower**"), as trustor, executed that certain Deed of Trust (the "**First Deed of Trust**") for the benefit of First Creditor, as beneficiary, dated as of September 3, 2013 and recorded in the public records of Douglas County, Nevada (the "**County**") on September 6, 2013, as Document No. 830122, which encumbered certain real property in the County including the parcel commonly known as Assessor's Parcel Number 1320-33-210-072 (the "**Property**"), as more particularly described in the First Deed of Trust, as security for the repayment of the First Lien Debt (defined below).

B. The loan from First Creditor to First Borrower and any other advances, costs, expenses, fees, penalties or indebtedness secured by the First Deed of Trust and any extensions, renewals, modifications, amendments, restatements or substitutions in connection with such loan are collectively referred to in this Subordination as the "**First Lien Debt**."

C. First Borrower and The Ranch at Gardnerville, LLC, a Nevada limited liability company (collectively, the "**Second Borrower**"), as trustor, executed that certain Deed of Trust (the "**Second Deed of Trust**"), for the benefit of Second Creditor, as beneficiary, dated as of May 29, 2014 and recorded in the public records the County on June 3, 2014, as Document No. 843860 in Book 614, Page 393 (and re-recorded on November 10, 2014, as Document No. 2014-852544, and re-recorded on November 14, 2014, as Document No. 2014-852818), which encumbers the Property as well as additional real property, as more particularly described in the Second Deed of Trust, as security for the repayment of the Second Lien Debt (defined below).

D. The loan from Second Creditor to Second Borrower and any other advances, costs, expenses, fees, penalties or indebtedness secured by the Second Deed of Trust and any extensions, renewals, modifications, amendments, restatements or substitutions in connection with such loan are collectively referred to in this Subordination as the "**Second Lien Debt**."

E. First Borrower and First Creditor intend to enter into that certain Loan Modification Agreement dated as of the Effective Date ("**Loan Modification Agreement**"), which amends certain provisions of the First Lien Debt. Pursuant to the Loan Modification Agreement, First Borrower and First Creditor intend to execute an Amendment to the First Deed of Trust (the "**First Deed of Trust Amendment**") as of the Effective Date, which will amend certain provisions of the First Deed of Trust.

F. First Creditor and Second Creditor desire to establish their respective rights with respect to the Property and the indebtedness of First Borrower and Second Borrower to First Creditor and Second Creditor.

Therefore, in consideration of and in order to induce First Creditor to enter into the Loan Modification Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent. Second Creditor consents to the execution of the Loan Modification Agreement and the First Deed of Trust Amendment.

2. Debt Subordination. Second Creditor hereby confirms that (i) the Second Lien Debt is subordinate to the First Lien Debt, and (ii) the execution of the Loan Modification Agreement and the execution and recordation of the First Deed of Trust Amendment shall not effect the continuing subordination of the Second Lien Debt to the First Lien Debt.

3. Lien Subordination. Second Creditor hereby confirms that (i) all right, title and interest of Second Creditor in and to the Property, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as the result of the exercise of the right of eminent domain and all existing and future improvements, if any, granted Second Creditor by the Second Deed of Trust are and shall remain subordinate, junior and inferior and postponed in priority, operation and effect to the First Deed of Trust, and (ii) the execution of the Loan Modification Agreement and the execution and recordation of the First Deed of Trust Amendment shall not effect the continuing subordination of the Second Deed of Trust to the First Deed of Trust.

4. Consideration. Second Creditor acknowledges and agrees that (i) this Subordination is part of the consideration given to First Creditor to enter into the Loan Modification Agreement, (ii) the execution of the Loan Modification Agreement and the First Deed of Trust Amendment will result in financial and other benefits to Second Creditor, (iii) First Creditor would not have entered into the Loan Modification Agreement without the execution of this Subordination, and (iv) First Creditor will materially alter its position with respect to the enforcement of its remedies with respect to the First Lien Debt in reliance upon the terms of this Subordination.

5. Warranties. Second Creditor hereby represents and warrants to First Creditor that: Second Creditor is comprised of legal entities and trust that are duly organized, validly existing and in good standing under the laws of the State of Nevada; each party comprising Second Creditor has full power and authority to execute and deliver, and to perform and observe the provisions of this Subordination; each party comprising Second Creditor has procured all consents and approvals required under its respective governing documents to execute and deliver, and to perform and observe the provisions of this Subordination; and no registration with, consent or approval to, or other action by, any governmental entity is required for the execution, delivery, performance or enforceability of this Subordination.

6. Continuing Subordination. This Subordination is continuing and shall remain in full force and effect until the First Lien Debt has been paid in full. Without limiting the generality of the foregoing, this Subordination shall not be diminished or impaired by:

(a) granting First Borrower any additional credit or the failure to grant any additional credit to First Borrower;

(b) any extension, modification, postponement of the time of payment, renewal or refinancing of the First Lien Debt in whole or in part;

(c) the waiver, compromise, indulgence, settlement, release, termination, modification or amendment of any or all of the First Lien Debt or amendment or modification of the First Deed of Trust;

(d) the release, substitution or exchange of any security held for the payment of the First Lien Debt (whether with or without consideration), the acceptance of any additional security for the First Lien Debt, or the availability or claimed availability of any other security, collateral or source of repayment for the First Lien Debt; or

(e) any failure, omission, delay or neglect in enforcing, asserting or exercising any right, power or remedy under any document or instrument evidencing or securing any of the First Lien Debt, or at law or in equity.

7. Liability of First Creditor. The rights granted to First Creditor in this Subordination are solely for its protection, and nothing in this Subordination imposes on First Creditor any duties with respect to the Second Lien Debt or any property of Second Creditor or Second Borrower.

8. Waiver of Marshaling. Second Creditor acknowledges and agrees that First Creditor shall have the right to determine the order in which any or all of the property encumbered by the First Deed of Trust shall be subjected to the remedies provided in the First Deed of Trust or by applicable law. First Creditor shall have the right to determine the order in which the First Lien Debt is satisfied from the proceeds realized upon the exercise of such remedies. Second Creditor waives all rights to require the marshaling of assets or to require that any of the encumbered property be sold in any particular order or manner in connection with First Creditor's exercise of the remedies provided in the First Deed of Trust or afforded by applicable law.

9. General Provisions.

(a) This Subordination has been negotiated and drafted collectively by the parties and therefore shall not be construed for or against any party. This Subordination may be executed in counterparts, which taken together constitute one and the same Subordination. No amendment may be made to this Subordination unless in writing and signed by the parties.

(b) No right, power or remedy of First Creditor under this Subordination is intended to be exclusive of any other available right, power or remedy, but each and every such right, power or remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power or remedy given under this Subordination or existing at law or in equity. The waiver of a breach of any provision in this Subordination shall not be construed as a waiver of any other breach of the same or other provision of this Subordination.

(c) The provisions of this Subordination are solely for the purpose of defining the relative rights of First Creditor and Second Creditor and shall not impair or prejudice, as between First Creditor and First Borrower or any other party, or Second Creditor and Second Borrower or any other party, the obligations of First Borrower and Second Borrower or such other party to First Creditor and Second Creditor.

(d) This Subordination shall be binding upon Second Creditor and its successors and assigns, and shall inure to the benefit of First Creditor and its successors and assigns.

(e) All matters arising under or relating to this Subordination are governed by the laws of the State of Nevada, without giving effect to its choice-of-law principles. Jurisdiction and venue for any action or proceeding arising under or relating to this Subordination will be exclusively in Clark County, Nevada. In the event of any lawsuit, arbitration, appellate action or other proceeding arising under or relating to this Subordination or the transaction described in this Subordination, the prevailing party is entitled to the payment by the non-prevailing party of all of its actual attorneys' fees and costs incurred in connection with such action. EACH PARTY HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT WHICH IT MAY OTHERWISE HAVE AT LAW OR IN EQUITY TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR PROCEEDING AT LAW OR IN EQUITY WHICH RELATES TO THIS SUBORDINATION.

(f) If any provision of this Subordination is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Subordination will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, the parties will add in lieu thereof a provision as similar in terms to such provisions as is possible that is legal, valid and enforceable.

(g) Each party acknowledges that it has had the opportunity to obtain the advice of, and have been advised by, legal counsel of its choice in connection with the negotiation of this Subordination, and that such party has executed this Subordination with full understanding of the legal and financial consequences of this Subordination.

(h) This Subordination is the final, complete and integrated statement of the parties' agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter. This Subordination supersedes all prior and contemporaneous offers, agreements and understandings that may have been communicated between or executed by the parties.

[signatures on following page]

RUBY CAPITAL INVESTMENTS, LLC

By: RC Administrative Trust, Manager

By: [Signature]

Print Name: ERICA K. WILSON

Title: TRUSTEE

OPAL INVESTMENTS LLC

By: CB Administrative Trust, Manager

By: [Signature]

Print Name: ERICA K. WILSON

Title: TRUSTEE

THE BEN NV TRUST

By: Nelle Pugsley

Print Name: Nelle Pugsley

Title: Trustee

ALLURE PEBBLE, LLC

By: _____

Print Name: _____

Title: _____

CONSENT

The following parties hereby acknowledge and consent to this Subordination.

THE RANCH AT GARDNERVILLE, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: _____

Print Name: _____

Title: _____

By: Wealth Strategies Development, Inc., Manager

By: _____

Print Name: _____

Title: _____

THE RANCH AT GARDNERVILLE 1, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: _____

Print Name: _____

Title: _____

By: Wealth Strategies Development, Inc., Manager

By: _____

Print Name: _____

Title: _____

[acknowledgements on following pages]

RUBY CAPITAL INVESTMENTS, LLC

By: RC Administrative Trust, Manager

By: _____

Print Name: _____

Title: _____

OPAL INVESTMENTS LLC

By: CB Administrative Trust, Manager

By: _____

Print Name: _____

Title: _____

THE BEN NV TRUST

By: _____

Print Name: _____

Title: _____

ALLURE PEBBLE, LLC

By: _____

Print Name: _____

Title: _____

CONSENT

The following parties hereby acknowledge and consent to this Subordination.

THE RANCH AT GARDNERVILLE, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: President

THE RANCH AT GARDNERVILLE 1, LLC

By: Wealth Strategies by Bayliss & McAninch, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: President

By: Wealth Strategies Development, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: Secretary

By: Wealth Strategies Development, Inc., Manager

By: Michael D Bayliss

Print Name: Michael D Bayliss

Title: Secretary

[acknowledgements on following pages]

RUBY CAPITAL INVESTMENTS, LLC
By: RC Administrative Trust, Manager

By: _____
Print Name: _____
Title: _____

OPAL INVESTMENTS LLC
By: CB Administrative Trust, Manager

By: _____
Print Name: _____
Title: _____

THE BEN NV TRUST

By: _____
Print Name: _____
Title: _____

ALLURE PEBBLE, LLC

By: _____
Print Name: SETH URE
Title: MR

CONSENT

The following parties hereby acknowledge and consent to this Subordination.

THE RANCH AT GARDNERVILLE, LLC
By: Wealth Strategies by Bayliss & McAninch,
Inc., Manager

By: _____
Print Name: _____
Title: _____

By: Wealth Strategies Development, Inc., Manager

By: _____
Print Name: _____
Title: _____

THE RANCH AT GARDNERVILLE 1, LLC
By: Wealth Strategies by Bayliss & McAninch,
Inc., Manager

By: _____
Print Name: _____
Title: _____

By: Wealth Strategies Development, Inc., Manager

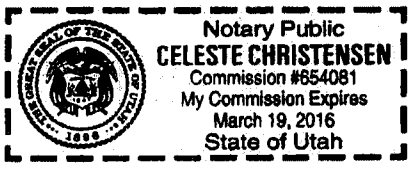
By: _____
Print Name: _____
Title: _____

[acknowledgements on following pages]

STATE OF NEVADA *Utah*)
)
COUNTY OF CLARK *Davis*)

This instrument was acknowledged before me on this *2nd* day of ~~January~~ *February*, 2015 by *Eva K. Wilson* as Trustee of RC Administrative Trust, as Manager of Ruby Capital Investments, LLC.

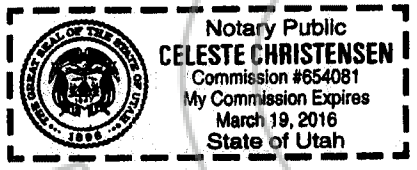
[Signature]
NOTARY PUBLIC



STATE OF NEVADA *Utah*)
)
COUNTY OF CLARK *Davis*)

This instrument was acknowledged before me on this *2nd* day of ~~January~~ *February*, 2015 by *Eva K. Wilson* as Trustee of CB Administrative Trust, as Manager of Opal Investments LLC.

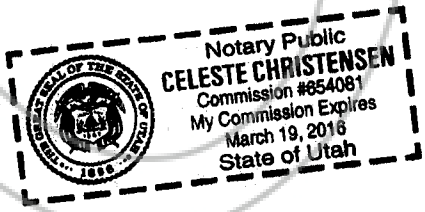
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NOTARY PUBLIC



STATE OF NEVADA *Utah*)
)
COUNTY OF CLARK *Davis*)

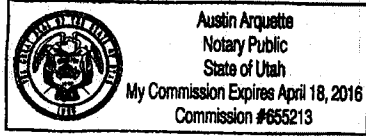
This instrument was acknowledged before me on this *2nd* day of ~~January~~ *February*, 2015 by *Nelle Begley* as Trustee of The Ben NV Trust.

[Signature]
NOTARY PUBLIC



UTAH
STATE OF NEVADA)
 Bair's)
COUNTY OF CLARK)

This instrument was acknowledged before me on this 30 day of January, 2015 by
Seth Ure as Manager of Allure Pebble, LLC.



Austin Arquette
NOTARY PUBLIC

STATE OF NEVADA)
))
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of January, 2015 by
_____ as _____ of Wealth Strategies by
Bayliss & McAninch, Inc., as Manager of The Ranch at Gardnerville, LLC.

NOTARY PUBLIC

STATE OF NEVADA)
))
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of January, 2015 by
_____ as _____ of Wealth Strategies
Development, Inc., as Manager of The Ranch at Gardnerville, LLC.

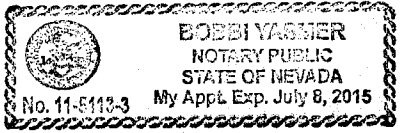
NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me on this 30 day of January, 2015 by Michael D. Bayliss as PRESIDENT of Wealth Strategies by Bayliss & McAninch, Inc., as Manager of The Ranch at Gardnerville 1, LLC.

Bobbi Yasmer

NOTARY PUBLIC



STATE OF NEVADA)
)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me on this 30 day of January, 2015 by Michael D. Bayliss as Secretary of Wealth Strategies Development, Inc., as Manager of The Ranch at Gardnerville 1, LLC.

Bobbi Yasmer

NOTARY PUBLIC

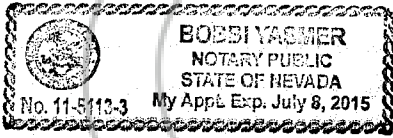


Exhibit "A"

Lot D, Parcel 2A, Parcel 2B and Remainder Parcel as shown on FINAL MAP PLANNED UNIT DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE IIA-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.

