

APNs: 1420-08-101-013
(Parcel D)

RECORDING REQUESTED BY:
First Centennial Title Company of Nevada
1450 Ridgeview Dr., Suite 100
Reno, NV 89519
Escrow: 22027223-COM
Alpen Mortgage NV License No. 2121
Alpen Mortgage NMLS No. 363496

AFTER RECORDING RETURN TO:
Rodney Family Trust
c/o Steve Rude
PO Box 1911
Zephyr Cove, NV 89448

Affirmation Statement: I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (as amended, restated or modified from time to time, this "Agreement") is dated as of the 16th day of May, 2022, and made by and between CHARLES B. MADDOX, CO-TRUSTEE OF THE C.B. MADDOX FAMILY TRUST ("Maddox") and LEIGH RODNEY and CLARE F. RODNEY, CO-TRUSTEES OF THE RODNEY FAMILY TRUST AGREEMENT (As Restated – 2016) u/t/a dated January 28, 2016 ("RFT").

This Agreement is intended, once recorded, to supersede and replace in its entirety that certain "Intercreditor Agreement" made by and between WGASA, L.L.C., an Arizona limited liability company, CHARLES B. MADDOX, CO-TRUSTEE OF THE C.B. MADDOX FAMILY TRUST and LEIGH RODNEY and CLARE F. RODNEY, CO-TRUSTEES OF THE RODNEY FAMILY TRUST AGREEMENT (As Restated – 2016) u/t/a dated January 28, 2016, dated September 28, 2020 and recorded in the official records of the County of Douglas, State of Nevada on September 29, 2020 as document number 2020-953509 (the "Original Intercreditor Agreement").

On or about May 19, 2022, the WGASA Loan, secured by the WGASA Deed of Trust and Security Agreement and Fixture Filing with Assignment of Leases and Rents [Single-Family]

securing Borrower's obligation to pay \$1,700,000 pursuant to the WGASA Loan Documents, which deed of trust was recorded September 4, 2019, as Document No. 2019-934695, Official Records, Douglas County, Nevada ("WGASA Deed of Trust") and Payment In Kind Deed of Trust [Single-Family] securing Borrower's obligation to pay the preferred interest upon the sale of all or a portion of the secured real property pursuant to the WGASA Loan Documents, which deed of trust was recorded September 4, 2019, as Document No. 2019-934698, Official Records, Douglas County, Nevada ("WGASA PIK Deed of Trust") were repaid in full. The WGASA Deed of Trust and WGASA PIK Deed of Trust were fully reconveyed pursuant to those full reconveyance documents recorded on _____, 2022 in the Official Records, Douglas County, Nevada as document numbers _____ and _____, respectively.

**** CONCURRENTLY HEREWITH**

RECITALS

A. MADDOX, has entered into the "Maddox Loan Documents" (as defined below) with Borrower which provides for a loan of \$2,200,000 to Borrower (the "Maddox Loan") to refinance the above referenced WGASA loans on the Property. Pursuant to the Maddox Loan Documents, Borrower has granted to Maddox rights, liens, and security interests in the Property and the other collateral described in the Maddox Loan Documents (collectively, the "Maddox Liens").

C. RFT previously made a loan of up to \$24,400,000 to Borrower (the "RFT Loan") for the purpose of financing development of several adjacent parcels including the Property. The RFT Loan was, and remains, partially secured by the Property (the "RFT Liens")

D. RFT has agreed to subordinate the RFT Loan to the Maddox Loan on the terms and conditions set forth herein.

AGREEMENTS

In consideration of the foregoing, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Maddox and RFT hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 The following terms shall have the meanings indicated below:

"Business Day" means any day other than Saturday, Sunday, or a day that is a legal holiday under the laws of the State of Nevada or on which banking institutions in the State of Nevada are required by law or other governmental action to close.

"Claim" means a right to payment, including without limitation, indebtedness of Borrower payable directly or indirectly to the holder of such Claim and/or a right to an equitable remedy for breach of performance, in either case, as against Borrower or the Collateral.

"Collateral" means, the personal property, real property or assets of Borrower secured by the Maddox Liens and/or the RFT Liens.

"RFT Claims" means all rights, remedies, demands, causes of action and Claims of every type and description at any time held or asserted by, or arising in favor of, RFT under the RFT Loan Documents or secured by the RFT Liens.

"RFT Loan Documents" means, collectively, the documents (as each may be amended, modified or restated from time to time in accordance with Article 4 hereof) which evidence the RFT Loan.

"Lien" or "Liens" means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance, lien (statutory or other and including without limitation, any attachment, levy, or judgment lien), preference, priority, or other security agreement or other preferential arrangement whatsoever, including, without limitation, any right of setoff (statutory or otherwise), any conditional sale or other title retention agreement, the interest of a lessor under a lease, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement (other than a financing statement filed by a "true" lessor pursuant to Section 9-408 of the Uniform Commercial Code) naming the owner of the asset to which such Lien relates as debtor.

"Maddox Claims" means all rights, remedies, demands, causes of action, and Claims of every type and description at any time held or asserted by, or arising in favor of, Maddox under the Maddox Loan Documents or secured by a Lien in favor of Maddox in any of the Collateral.

"Maddox Loan Agreement" means that certain Promissory Note dated on or about May 12, 2022, executed by Maddox and Borrower.

"Maddox Loan Documents" means, collectively, the documents (as each may be amended, modified or restated from time to time in accordance with Article 4 hereof) which evidence the Maddox Loan.

"Person" means any person, individual, sole proprietorship, partnership, joint venture, corporation, unincorporated organization, association, institution, entity, party, including any government and any political subdivision, agency, or instrumentality thereof.

"Protective Advances" means all sums expended as determined by Maddox or RFT, as the case may be, to be necessary or appropriate to: (a) protect the priority, validity and enforceability of the Liens on, and security interests in, any Collateral and the instruments evidencing the indebtedness and obligations of Borrower to Maddox or RFT in respect of the Maddox Loan or RFT Loan, as the case may be; or (b) (1) prevent the value of any Collateral from being materially

diminished (assuming the lack of such a payment within the necessary time frame could potentially cause such Collateral to lose value), or (2) protect any of the Collateral from being damaged, impaired, mismanaged or taken, or (3) complete the development of the Property in accordance with the Maddox Loan Documents or the RFT Loan Documents.

ARTICLE 2

SUBORDINATION

RFT hereby subordinates its lien on, and all other rights and interests in, the title to the Property secured by the RFT Lien and the lien and security interest created thereby to all present, future right, title, claim, lien and interest of Maddox under the Maddox Loan Documents.

ARTICLE 3

ENFORCEMENT OF CLAIMS

Section 3.1 Maddox Claims. If an Event of Default (as defined in the Maddox Loan Documents) occurs under any Maddox Loan Document, then Maddox shall provide RFT with a copy of any written notice thereof (a "Maddox's Default Notice") sent to Borrower contemporaneously with the giving of such notice to Borrower and if such Event of Default is curable and has not been cured by Borrower, then Maddox shall permit RFT the option (but not the obligation) to cure the Event of Default within the time period, if any, specified for cure in such Maddox Loan Document; provided, however, RFT shall have fifteen (15) additional days, beyond the time period, if any, specified for cure in such Maddox Loan Documents within which to effect a cure of such Event of Default, and if no such time period for cure is specified in the Maddox Loan Document, then RFT shall have fifteen (15) days after a copy of Maddox's Default Notice is given to RFT within which to effect a cure of such Event of Default (the "RFT Additional Cure Period"). If such Event of Default is not timely cured by RFT, then Maddox may exercise any and all rights and remedies available to it against the Borrower and/or the Maddox Collateral under the Maddox Loan Documents and/or applicable law.

Section 3.2 RFT Claims. If a default occurs under any RFT Loan Document, then RFT shall provide Maddox with a copy of any written notice thereof sent to Borrower contemporaneously with the service of such notice to Borrower and the option (but not the obligation) if the default has not been cured by Borrower to cure said default within the time period, if any, specified for cure in the RFT Loan Documents; provided, however, Maddox shall have fifteen (15) additional days beyond the time period, if any, specified for cure in such RFT Loan Documents within which to effect a cure of such default (the "Maddox Additional Cure Period"). If such Event of Default is not timely cured by Maddox, then RFT may exercise any and all rights and remedies available to it against the Borrower and/or the RFT Collateral under the RFT Loan Documents and/or applicable law.

Section 3.3 Acquisition of Maddox Loan. Maddox agrees that RFT, in lieu of exercising RFT's right to cure any default under the Maddox Loan Documents as provided in Section 3.1 (provided that such default, if curable, has not been cured by Borrower within the applicable cure period, if any), may elect to acquire the Maddox Loan as herein provided. If RFT determines to acquire the Maddox Loan, it must do so by giving written notice thereof to Maddox before the expiration of RFT's Additional Cure Period. Thereafter, RFT shall purchase and Maddox shall sell (without recourse), the Maddox Loan and the Maddox Loan Documents to RFT (or its nominee) upon payment by RFT to Maddox of all amounts then outstanding under the Maddox Loan, including but not limited to all principal, interest, fees and expenses. The documentation conveying and assigning the Maddox Loan Documents to RFT shall be customary for non-recourse loan sales by institutional lenders, shall be prepared by counsel to Maddox and shall be reasonably acceptable to RFT and its counsel. Such closing shall take place no later than fifteen (15) days following the expiration of RFT's Additional Cure Period. In the event that RFT fails to either (a) give notice to Maddox before the expiration of RFT's Additional Cure Period of its election to purchase the Maddox Loan or (b) close the purchase of the Maddox Loan within fifteen (15) days following the expiration of RFT's Additional Cure Period, then RFT's right to acquire the Maddox Loan as provided in this Section 3.3 shall be deemed void and of no further force or effect.

ARTICLE 4

OTHER AGREEMENTS

Section 4.1 Modification of Maddox Loan Documents. Maddox and Borrower agree that without RFT's prior written consent, Maddox and Borrower shall not amend the Maddox Loan Documents in any material respect, including, without limitation, any amendments in order to (a) increase the stated principal amount of the Maddox Loan, (b) increase the interest rate, (c) increase the required principal payments under the Maddox Loan, (d) impose any prepayment fee or penalty, (e) extend the maturity date of the Maddox Loan; or (f) prohibit or interfere with or impede RFT's exercise of its rights under this Agreement, or any RFT Loan Documents.

Section 4.3 Modification of RFT Loan Documents. RFT at any time, without the consent of, or notice to Maddox, may do any one of the following:

(a) change the manner or place of payment of, or change, renew, exchange, amend, surrender, release, compromise or alter, the terms of any of the RFT Claims or any Lien in any of the Collateral securing any RFT Claim or any guaranty of any RFT Claim or any liability of Borrower or any guarantor, or any liability incurred directly or indirectly in respect thereof (including, without limitation, any extension of the RFT Claims), or otherwise amend, renew, exchange, extend, modify, supplement in any manner the RFT Claims or any RFT Loan Documents and generally deal with Borrower and its successors and assigns and any Collateral as RFT in its sole discretion may determine.

(b) settle or compromise any RFT Claim or any security therefor or any liability directly or indirectly incurred in respect thereof after the occurrence of an Event of Default under

the RFT Loan Documents which is not cured by Borrower or WGASA within any applicable grace period and apply any sums by whomsoever paid and however realized to the RFT Claims in accordance with the terms of the RFT Loan Documents.

(c) exercise (subject to Section 3.2 hereof) or refrain from exercising any rights against Borrower and waive any default under the RFT Loan Documents, without limiting or diminishing any rights or interests of RFT under this Agreement.

Section 4.4 [Reserved].

Section 4.5. Maddox Cross-Default. Unless the situation or occurrence otherwise constitutes a default or Event of Default under the Maddox Loan Documents, Maddox acknowledges that (i) a default or Event of Default under the RFT Loan Documents shall not be a default or Event of Default under the Maddox Loan Documents, unless the act or omission giving rise to such default or Event of Default under the RFT Loan Documents is expressly provided as an Event of Default under the Maddox Loan Documents; and (ii) a change in the management and control of Borrower resulting from the foreclosure by RFT of its collateral security will not constitute a default or an Event of Default under the Maddox Loan Documents.

Section 4.6 [Reserved].

Section 4.7 Amendments; Waivers. No amendment, modification, or waiver of any of the provisions of this Agreement by Maddox or RFT shall be deemed to be made unless the same shall be in writing signed on behalf of the party making such waiver and any such waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the party making such waiver or, unless otherwise agreed, the obligations of the other party to such party in any other respect or at any other time.

Section 4.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

Section 4.9 Notices. All notices to Maddox or RFT required under this Agreement shall be sent to Maddox or RFT at the address given beneath its signature to this Agreement. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, telexed, or sent by recognized commercial overnight courier service or U.S. mail and shall be deemed to have been given when delivered in person, upon receipt of a telecopy or telex or three (3) days after addressed and one (1) Business Day after delivery to such courier service with charges prepaid and properly addressed.

Section 4.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same document.

Section 4.11 Authorization. By his or her signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that he or she is duly authorized to do so.

Section 4.12 Successors and Assigns. The terms of this Agreement shall apply to, be binding upon, and inure to the benefit of the parties hereto, their successors, assigns and legal representatives, and all other Persons claiming by, through, and under them.


Section 4.13 Consultation. Maddox and RFT, upon the request of either, agree to reasonably consult with the other concerning the status of either the RFT Loan or the Maddox Loan including but not limited to all matters relating to any workout, forbearance, or enforcement matters and/or the administration of any of the Collateral for either the Maddox Loan or the RFT Loan. The foregoing is not intended to supersede or modify the rights and obligations otherwise set forth in this Agreement. By execution hereof, Borrower has specifically consented to the foregoing and waives any and all rights to object to the sharing between Maddox and RFT of information concerning Borrower, the Maddox Loan the RFT Loan, the Collateral, and/or any matters relating to the same.

[Signature pages follow.]

EXECUTED as of the date first above written.

MADDOX:

C.B. Maddox Family Trust Agreement

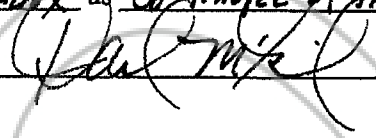
By: 
Charles B. Maddox, Co-Trustee

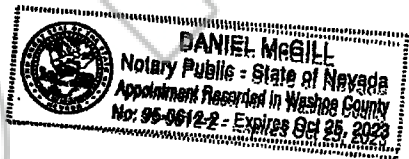
Address for Notices:

P.O. Box 70577
Reno, NV 89570

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)


This instrument was acknowledged before me on May 19, 2022, by
Charles B. Maddox as Co-Trustee of the C.B. Maddox Family Trust.

Signature  (Seal)



Daniel McGill
No. 95-0612-2
Expires Oct 25, 2023

RFT:
THE RODNEY FAMILY TRUST

By: 
Name: Steve Rude
Its: Special Signatory Trustee

Address for Notices:

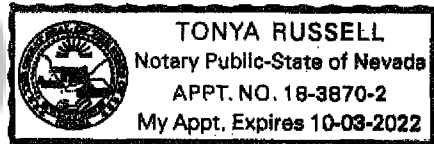
Attn: Steve Rude
PO Box 1911
Zephyr Cove, NV 89448

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on May 16, 2022, by Steve Rude as Special Signatory Trustee of The Rodney Family Trust.

WITNESS my hand and official seal.

Signature  (Seal)



Borrower joins in the execution hereof for the limited purposes of acknowledging and consenting to the provisions of Section 4.13 above.

WITNESS the execution and delivery hereof as an instrument under seal as of 19th, 2022.

BORROWER:

JC VALLEY KNOLLS, LLC, a Nevada limited liability company:

By: *Darci Hendrix*
Darci Hendrix, Manager

By: *Kenneth Hendrix*
Kenneth Hendrix, Manager

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on May 19, 2022, by Darci Hendrix as Manager of JC Valley Knolls, LLC.

Signature *Shaina Hasso* (Seal)



STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on May 19, 2022, by Kenneth Hendrix as Manager of JC Valley Knolls, LLC.

Signature *Shaina Hasso* (Seal)



**EXHIBIT A
LEGAL DESCRIPTION OF PARCEL D**

The Land is described as follows:

Parcel D, as shown on that certain Parcel Map filed for JC Valley Knolls, LLC, according to the Official Map, recorded on June 10, 2020, as Document No. 2020-947430, of Official Records.

APN 1420-08-101-013 (Parcel D)

