REQUESTED	

Newcourt Small Business Lending Corporation WHEN RECORDED MAIL TO: 1526 Cole Blvd., #3-200 Golden, CO 80401 ATTN: Kim Hellweg

ESCROW NO: TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2000

APN: 11-192-03; 11-200-23

SUBORDINATION AGREEMENT

NOTICE:

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made

this 21st day of Florence

Givers Gain, L.L.C., a Nevada Limited Liability Company
owner of the land hereinafter described and hereinafter referred to as "Owner," and Lending Corporation f/k/a AT&T Small Business Lending Corporation

present owner and holder of the deed of trust and note first herainafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Givers Gain, L.L.C., a Nevada Limited Liability Company , did execute a deed of trust, dated 8-14-98 , to Cow County Title Company , as trustee, covering:

See attached Exhibit A

to secure a note in the sum of \$1,000,000.00 , dated 8-14-98in favor of ATET Small Business Lending Corporation which deed of trust was recorded as instrument No. 111454 on 8-19-98 136 , page 484 , Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trustwend note in the sum of \$1,333,000.00 dated 8-14-98 , in favor of AT&T Commercial Finance Corporation**, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therrin. which deed of trust is to be recorded concurrently herawith; and

**note was amended to increase it to principal amount of \$2,097,000.00 WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned at all 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 deed of trust first above montioned; 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 giver and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of thest first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

CLTA SUBORDINATION "A" (EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

UD-45A (Nov. 4/94)

BOOK 146 ME 169

ÁPN:

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 the deed of trust first above mentioned.

NOW. THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other value se consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lent er 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 there if, shall unconditionally be and remain at all times a lien or charge on the property therein described, or or and superior to the lien or charge of the deed of trust above mentioned.
- (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 lian or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in fat or of lender above referred to and shall supersede and cancel, but only insofar as would affect the prior ty between the deeds of trust hereinbafore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- a) His consents to and approves (i) all provisions of the note and deed of trust in fevor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or acrow agreements, between Owner and Lender for the disbursement of the processe of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, r or 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 purpot as other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intertionally and unconditionally walves, relinquishes and subordinates the fien 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 at d, as part and percel thersof, specific monetary and other obligations are being and will be entered it to which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lander above referred to.

CLTA SUBGROUNATION "A"

REXISTING DEED OF TRUST TO NEW DEED OF TRUST)

Page No. 2 . C

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NOTICE: THIS SUBORDINATION AGREEMENT CON YOUR REAL PROPERTY SECURITY TO OBTAPURPOSES THAN IMPROVEMENT OF THE LAND	CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED NIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTH IR D.
IT IS RECOMMENDED THAT, PRIOR TO THE EXCONSULT WITH THEIR ATTORNEYS WITH RES	XECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTY S PECT THERETO.
Newcourt Small Business Lending Corporation f/k/a AT	Givers Gain, LLC
Small Busines Lending Corpora	A Michael W. Knapp, Member
Ry. Tour Of St	By: John Kraff
(ALL SIGNATU	RES MUST BE ACKNOWLEDGED)
STATE OF Colorado	_ `
COUNTY OFJefferson	sant Sant
ON <u>1-5-2000</u> before me, P	amela K. Scott personally appear
is/are subscribed to the within instrument an his/her/their authorized capacity(ies), and that be entity upon behalf of which the person(s) acted,	KIMBERIY M. HELLWEG
Witness my hand and official seal.	NOTARY PUBLIC STATE OF COLORADO
Signature 2 Canally XMILLY	My Commission Expires 03/23/02
STATE OF Hevada COUNTY OF CLOAK	
The state of the s	chael W. Knapp and Johnn H. Knapphally appeared
and the same and	personally appeared
is/are subscribed to the within instrument ar his/her/their authorized capacity(ies), and that t	e basis of satisfactory evidence) to be the person(s) whose name(s) and acknowledged to me that he/she/they executed the same of the his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, Witness my hand and official seal.	executed the instrument.
Signature Veusa C. James	Notary Public-State Of Nevada County Of Clerk TERSA A. JANSSEN My Appointment Explane April 30, 2001
	LTA SUBORDINATION "A"

300K 146 MGE 170

EXHIBIT A

That portion lying in the East Half of Section 31 and the West Half of Section 32, Township 6 South, Range 61 East M.D.B.&M. more particularly described as follows:

Parcel 1 of that certain parcel map recorded February 5, 1997 in the Office of the County Recorder of Lincoln County, Nevada in Book B of Plats page 19 as File No. 108146. Lincoln County Nevada records

300K 146 ME 171

RECORDING REQUESTED BY: Fidelity National Title Agency Escrow No. 98-400795-RB Title Order No. 00400795

CLARIFICATION COPY

When Recorded Mail Document To:

APN:

SUBORDINATION AGREEMENT

NOTICE:

THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this _____ day of _____ . 2000

owner of the land hereinafter described and hereinafter referred to as "Owner," and

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, , did execute a deed of trust, dated , to , as trustee, covering

to secure a note in the sum of \$

, dated

in favor of

which deed of trust was recorded as instrument no.

in book

, page

, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ dated , in favor of

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 that said deed of trust last above mentioned 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 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 the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

CLTA SUBORDINATION "A"
(EXISTING DEED OF TRUST)

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NV (Rev 6/97)

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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 the deed of trust first 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 the deed of trust above mentioned.
- (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 the dead of trust first above mentioned 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, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgages.

Beneficiary declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the note and 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) He 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; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

CLTA SUBORDINATION "A"
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

300K 146 ME 173

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NV (Rev 5/97)

CLTA SUBORDINATION "A" (EXISTING DEED OF TRUST)

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