

AFTER RECORDING MAIL TO:

United Commercial Bank

10900 NE 4TH St., Suite 200

Bellevue, WA 98004

301-000058-0/pg



200709140119

Skagit County Auditor

9/14/2007 Page

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2 1:45PM

SUBORDINATION AGREEMENT

GUARDIAN NORTHWEST TITLE CO.

92626-5

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.

The undersigned subordinator and owner agrees as follows:

1. United Commercial Bank referred to herein as "subordinator," is the owner and holder of (1) a mortgage dated August 8, 2007 which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200708150151, records of Skagit County; (2) an Assignment of Rents dated August 8, 2007, which is recorded under Auditor's file No. 200708150152, records of Skagit County; and (3) a Hazardous Substances Agreement dated August 8, 2007, which is recorded under Auditor's file No. 200708150153, records of Skagit County. *and a UCC Financing Statement recorded under AF# 200708150154*
2. United Commercial Bank referred to herein as "lender," is the owner and holder of (1) a mortgage dated September 5, 2007 executed by Josan Sales Corp. (which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200709140115, records of Skagit County); (2) an Assignment of Rents dated September 5, 2007 executed by Josan Sales Corp. (which is recorded under auditor's file No. 200709140116, records of Skagit County); and (3) Hazardous Substances Agreement dated September 5, 2007 executed by Josan Sales Corp. (which is recorded under auditor's file No. 200709140117, records of Skagit County) (which are to be recorded concurrently herewith). *and a UCC Financing Statement AF# 200709140118*
3. Josan Sales Corp. referred to herein as "owner," is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage 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 mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

Executed this 7th day of Sept., 2007.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

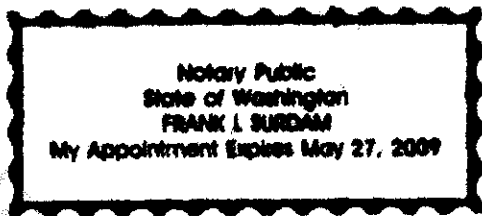
UNITED COMMERCIAL BANK

By [Signature] SVP By _____
ROB ROBINSON, SVP

By _____ By _____

By _____ By _____

By _____ By _____

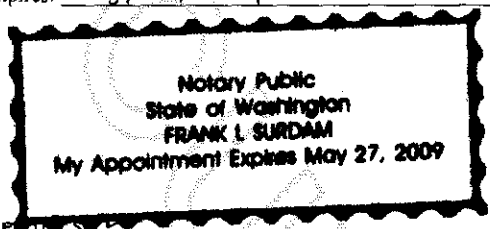


STATE OF Washington)
COUNTY OF King)-ss

I certify that I know or have satisfactory evidence that Rob Robinson (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9/07/07

[Signature]
Notary Public in and for the State of Washington
My appointment expires: 5/27/09



STATE OF Washington)
COUNTY OF King)-ss

I certify that I know or have satisfactory evidence that Rob^{sr} Robinson (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the SVP of United Commercial Bank to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9/7/07

[Signature]
Notary Public in and for the state of Washington
My appointment expires: 5/27/09

