

After filing return to:

BANK OF AMERICA, N.A.  
Farmington - Credit Services  
Mail Code - CT2-515-BB-12  
70 Batterson Park Road  
Farmington, CT 06032  
Fax - 860-409-5772



200809290177  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

SUBORDINATION AGREEMENT - LEASE

130988-SAE

**Grantor #1:** Evergreen Anacortes Building, LLC

**Grantor #2:** Evergreen Transfer & Storage, Inc.

**Grantee:** BANK OF AMERICA, N.A.

**Abbreviated Legal Description:**

Parcel A, BLA Survey 200809040042; Ptn NW 1/4 Of SW 1/4, 3-34-2 E W.M.

Additional legal description is on Exhibit A of document.

**Assessor's Property Tax Parcel Account Number(s):**

P19742/340203-3-011-0006

**Reference Number(s) of Document(s) (if applicable):**

UNRECORDED LEASE

200809290 175

200809290 174

## SUBORDINATION AGREEMENT - LEASE

**NOTICE:** THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF A SECURITY INSTRUMENT.

This Subordination Agreement is made as of September 22, 2008, by and among Evergreen Transfer & Storage, Inc. ("Lessee") and Evergreen Anacortes Building, LLC ("Lessor") in favor of Bank of America, N.A. ("Bank").

### Factual Background

A. Lessor and Lessee have entered into a lease agreement dated as of September 1, 2008 ("Lease"), covering certain premises located at 9011 Stevenson Road, Anacortes, WA 98221 (Property). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of two (2) Deeds of Trust, Assignments of Rent, Security Agreements, and Fixture Filings ("Deed of Trust"), dated as of September 22, 2008, which Deed of Trust will be recorded concurrently herewith in the records of Skagit County, Washington, encumbering the Property. The Deed of Trust secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Deed of Trust shall at all times be senior and prior to the interest of Lessee under the Lease.

### Agreement

Therefore, in consideration of benefits from Lessor to Lessee, receipt and sufficiency of which is hereby acknowledged, and to induce Bank to advance funds under its Deed of Trust and all agreements in connection therewith, Lessor and Lessee agree for the benefit of Bank as follows:

1. The lien of the Deed of Trust and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Secured Obligations and the Deed of Trust as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation 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.

Recorded under Auditor File No. 200809290 **175** and 200809290 **176**



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IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement dated as of the day and year first above written.

**PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

LESSEE:

**Evergreen Transfer & Storage, Inc.**

By: \_\_\_\_\_  
Timothy D. Katona, President

By: Kimberly A. Katona  
Kimberly A. Katona, Secretary

LESSOR:

**Evergreen Anacortes Building, LLC**

By: \_\_\_\_\_  
Timothy D. Katona, Manager

[All signatures must be acknowledged]



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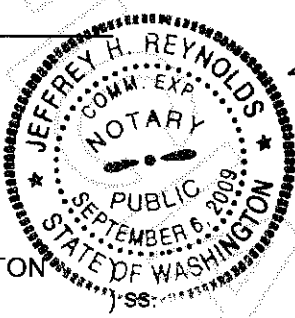
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**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Kitsap )

I certify that I know or have satisfactory evidence that Timothy Katona is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of Evergreen Anacortes Building LLC a limited liability to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. corp

Date: 9/24/08



[Signature]  
NOTARY PUBLIC in and for the State of  
Washington residing at: Port Orchard  
My commission expires: 9/6/09  
Print name: Jeffrey H. Reynolds

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Print name: \_\_\_\_\_



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**EXHIBIT A**

See attached description consisting of \_\_\_\_ page(s)

UNOFFICIAL DOCUMENT



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**EXHIBIT "A"**

Parcel A of Boundary Line Adjustment Survey 200809040042, recorded September 4, 2008, records of Skagit County, Washington; being a portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 3, Township 34 North, Range 2 East, W.M.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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