

AFTER RECORDING, RETURN TO:

US Metro Bank  
Note Dept.  
3580 Wilshire Blvd, Ste 1800  
Los Angeles, CA 90010

## SUBORDINATION AGREEMENT

Borrower: NITA, INC  
Creditor/Grantor: NEL/SON DISTRIBUTING INC. (Formerly known as Keith Oil Company)  
Bank/Grantee: US METRO BANK  
Legal Description: Ptn NE NW 32-34-4  
Tax Parcel No.: P106797 (340432-2-050-0100) **620055895**  
**Chicago**

As on 03/03/2024, the date of this Agreement, Borrower is indebted to Creditor in the amount of ONE HUNDRED FORTY THOUSAND FOUR HUNDRED SIXTY Dollars (\$140,460.00). This is the total amount of all debt of any kind from Borrower to Creditor against this property. Borrower and Creditor each want Bank to assist Borrower, which assistance may be through an extension of time for payment of any part of Borrower's present debt to Bank, by way of new credit or advances, or otherwise. Borrower and Creditor each represent to Bank that Creditor will be benefited by such assistance, and Creditor acknowledges receipt of valuable consideration for entering into this agreement.

Based on these representations, the parties agree:

1. The indebtedness of Borrower to Creditor as evidenced by a deed of trust/UCC-2 Fixture Filing dated March 4, 2020, under Skagit County Recording Number 202003050063, is and shall be subordinate to all existing and future indebtedness of Borrower to Bank evidenced by a Deed of Trust dated 03/29/2024, under Skagit County Recording Number 202403290016, provided that the loan amount does not exceed \$1,600,000. In this agreement, "indebtedness" is used in its broadest sense, and the term includes, without limitation all principal, all interest accrued and to accrue thereon, all costs and attorneys' fees, annual sums paid for the purposes of protecting the rights of a holder of security (such as a secured party paying for insurance on collateral if a debtor fails to do so) and any other obligation of any nature whatsoever.

2. Borrower will not, at any time when any indebtedness is owing to Bank, make any payment upon any Indebtedness owing to Creditor, or make any advance to Creditor in any form whatsoever in excess of amounts due and owing under the terms of agreements and contracts by and between Borrower and Creditor. For example, without limitation, Borrower may pay Creditor required payments under the gas contract with Creditor, so long as any such payments are in the normal course of business and the Bank has not notified Creditor that Borrower is in default under any agreement between Bank and Borrower.

3. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect and constitute an assignment by Creditor to Bank of any dividends payable to Creditor from assets of Borrower. In the event of a corporate reorganization or corporate arrangement of Borrower (if Borrower be a corporation) under the provisions of the Bankruptcy Act, as amended, this Agreement shall remain in full force and effect and the court having jurisdiction of the reorganization or arrangement is hereby authorized to preserve such priority and subordination in approving any such plan of reorganization or arrangement.

4. Nothing in this Agreement shall be construed as requiring Bank to grant any financial assistance or as limiting or precluding Bank from the exercise of Bank's own judgment and discretion about amount and time of payment in making loans or extending accommodations to Borrower, and Creditor hereby consents to and waives notice of any extension or renewal by Bank of Borrower's obligation to Bank so long as the same does not exceed the sum total of \$1,600,000. This Agreement will not be affected by whether Bank takes from or enforces any security of Borrower, or by any other action taken or not taken, of any nature, between Bank and Borrower.

5. This Agreement shall remain in full force and effect until the Bank loan is fully paid.

6. The Agreement shall extend to and bind the respective heirs, personal representative, successors, and assigns of the parties hereto, and the covenants of Borrower and Creditor respecting subordination of the claim or claims of Creditor in favor of Bank shall extend to, include, and be enforceable by any transferee or endorsee to whom Bank may transfer any claim or claims to which this subordination agreement shall apply. Bank need not accept this Agreement in writing to make it effective.

**NEL/SON DISTRIBUTING INC.**



Mark Nelson

President

mnelson@nelsonreisner.com

**BORROWER, NITA, INC**

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Song C. Pak

President & Secretary

**US METRO BANK**

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Greg Ki

SVP, Loan Center Manager

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**NEL/SON DISTRIBUTING INC.**

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Mark Nelson  
President  
mnelson@nelsonreisner.com

**BORROWER, NITA, INC**

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Song C. Pak  
President & Secretary

**US METRO BANK**

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Jamie Kim  
Loan Officer

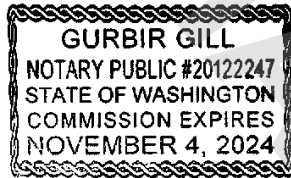
State of Washington )  
County of ~~Whatcom~~ Snohomish ) ss.

I certify that I know or have satisfactory evidence that Mark Nelson is the person who appeared before me, and said person acknowledged that he/she signed the instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Nel/Son Distributing, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3<sup>rd</sup> March 2024



(Signature of notary public)



My commission expires:

04 Nov 2024

(date)



