

2007-006759

Klamath County, Oregon

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
Waltham - Credit Services
Attn: Notice Desk
MA6-535-02-09
1075 Main St.
Waltham, MA 02451

Attn.: Loan Administrator
Loan No.: WA-678609



00020051200700067590040045

04/11/2007 03:24:05 PM

Fee: \$36.00

1st 07-146

Space above for Recorder's Use

SUBORDINATION AGREEMENT - LEASE

This Subordination Agreement is made as of April 2, 2007 by and among Gold River Distributing Inc. ("Lessee") and Gold River Real Estate 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 August 1, 2006 ("Lease"), covering certain premises located at 6025 Wesgo Dr, Klamath Falls, OR 97603 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of Deed of Trust ("Trust Deed"), dated as of April 2, 2007 which Trust Deed will be recorded concurrently herewith in the Official Records of Klamath County, Oregon, encumbering the Property. The Trust Deed 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 Trust Deed shall at all times be senior and prior to the interest of Lessee under the Lease.

Agreement

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

1. The lien of the Trust Deed, 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 Trust Deed, 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 Trust Deed 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.

36-F

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

LESSEE:

Gold River Distributing Inc.

By: Steven J. Lytle
~~Louis A. Wood, Treasurer~~
STEVEN J. LYTLE, PRESIDENT

LESSOR:

Gold River Real Estate LLC

By: Steven J. Lytle
Steven J. Lytle, Managing Member

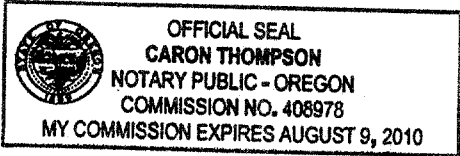
[All signatures must be acknowledged]

ACKNOWLEDGMENT

For Company

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

This instrument was acknowledged before me on May 9, 2007, by Steven J Lytt as
MANAGING MEMBER of GOLD RIVER REAL ESTATE LLC.



[Signature]
Notary Public for Oregon
My Commission Expires: AUG. 9 2010

For Company

STATE OF OREGON)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____ as
_____ of _____.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

Lot 4 of Tract 1357, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.