FILED FOR RECORD AT REQUEST OF AND WHEN RECORDED RETURN TO:

Verizon Wireless Attn: Network Real Estate Northwest Real Estate M/S 231 15900 SE Eastgate Way Bellevue, WA 98008



5/30/2007 Page

1 of

9:52AM

Subordination, Consent, Non-Disturbance, and Attornment Agreement

Grantor:

J & J Patterson, LLC, a Washington limited liability

company

Grantee:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description:

Skagit County, State of Washington

Assessor's Tax Parcel ID#:

Reference # (if applicable):

200605150147

Site Name: WA1Q ALGER

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

(Re: WA10 Alger)

(Space above this line for recorder's use)

SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ORIGINAL ATTORNMENT AGREEMENT

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 25 day of APP-1L, 2007, among Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-4 (together with its successors and/or assigns, the "Lender"), acting through its Master Servicer, Bank of America, N.A., a national banking association (the "Master Servicer"), with offices at c/o Bank of America, N.A., as Master Servicer, Capital Markets Servicing Group, P.O. Box 65585, Charlotte, NC 28255; J&J Patterson, LLC, a Washington limited liability company, and A&E Thorsett, LLC, a Washington limited liability company, with offices at c/o Occidental Holdings, Inc., 180 Gold Club Road, Suite 112, Pleasant Hill, CA 94523, Attention: James Patterson (collectively, "Grantor"); and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Grantee").

RECITALS

- A. Grantee is the grantee pursuant to an Option and Easement Agreement BEL019D, dated August 7, 1998, as amended by that certain First Amendment to Option and Easement Agreement, dated APPIL 16, 2007 (collectively, the "Easement Agreement"), between Grantor and Grantee, of premises located at 1761 Patrick Lane, Bellingham, Skagit County, Washington ("Grantor's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. The portion of Grantor's Property granted for Grantee's use under the Easement Agreement is hereinafter referred to as the "Easement Premises."
- B. Lender has made a loan to Grantor in the original principal amount of \$2,718,000.00. This loan is secured by a deed of trust on the Grantor's Property recorded on May 15, 2006, as Auditor's No. 200605150147 in the Official Records of the County Recorder of Skagit County, Washington, and that certain Assignment of Leases and Rents recorded on May 15, 2006, as Auditor's No. 200605150148 in the Official Records of the County Recorder of Skagit County, Washington (collectively, "Trust Deed").

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1

200705300014 Skagit County Auditor

5/30/2007 Page

2 of 9

- Agreement, the Easement Agreement, and the real property interest created thereby, and all of Grantee's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.
- 2 Consent. Lender consents to the Easement Agreement and to the Grantee's use and occupancy of the Easement Premises under the Easement Agreement.
- Non-Disturbance. So long as the Grantee is not in violation of the terms of the Easement Agreement and has not failed to perform any of the covenants of the Easement Agreement that Grantee is to perform, the Grantee's use of the Easement Premises and the Grantee's other rights under the Easement Agreement shall not be diminished or interfered with by Lender. In addition, Lender shall not join Grantee as a party defendant in any action or proceeding for the purpose of terminating the Grantee's interest under the Easement Agreement or otherwise.

4. Nondisturbance and Foreclosure.

- a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Grantor's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Easement Agreement, and the Easement Agreement shall continue in full force and effect as a direct easement between Grantee and Lender, or such other purchaser, under all of the terms, covenants and conditions of the Easement Agreement with the same force and effect as if Lender or such other purchaser were the grantor under the Easement Agreement.
- b. Immediately upon the succession of Lender or such other purchaser to the interest of the Grantor under the Easement Agreement, Grantee does hereby agree to look to Lender or such other purchaser as Grantee's grantor without the execution of any further documents. The relationship between Lender and Grantee shall be subject to all terms, provisions and conditions of the Easement Agreement and all amendments and modifications thereof. So long as Grantee has not been determined by a court of competent jurisdiction to be in violation under any of the material terms and conditions of the Easement Agreement, Lender or such other purchaser shall not disturb Grantee in Grantee's use, occupancy, and enjoyment of the Easement Premises. Nothing in this Agreement shall be construed to limit Grantee's rights against Grantor for any breach of an Easement Agreement obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Grantee shall, from and after Lender's or such other purchaser's succession to the interest of Grantor under the Easement Agreement, have the same remedies against such party that Grantee might have had under the Easement Agreement against Grantor.
- 5. <u>Modifications</u>. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments or modification of the Easement Agreement except as noted in Recital "A: hereinabove.
- 6. <u>Binding Effect</u>. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

200705300014 Skaglt County Auditor

3 of

- Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.
- 8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Grantor's Property is located without giving effect to the choice of law rules thereof.
- 9 Notices. Tenant agrees to provide copies of all notices given Landlord under the Lease to Lender at the following address:

Lender:

Wells Fargo Bank, N.A. c/o Bank of America, N.A., as Master Servicer Capital Markets Servicing Group P.O. Box 65585 Charlotte, North Carolina 28255 Telephone: 866-531-0957 Telecopy: 704-317-0770

LENDER:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-4

bar	iking association, its authorized agent
Bv:	Chief Dads
Name:	Cynthia G. Downs
Title:	Frincipal
Date:	4/25/07
	•

Bank of America, N.A., a national

GRANTEE:

 $\mathbf{R}\mathbf{v}$

By: Name: Keith A. Surratt
Title: West Area Vice President - Network

Date: 4 1 (e 0

Verizon Wireless (VAW) LLC

d/b/a Verizon Wireless

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J&J Pat	terson, LLC
a Wash	ington limited liability company
$\mathbf{B}_{\mathbf{v}}$	Al Patterson, Ste
Name:_	Janor R Katherson
Title:	Manager of Lac
Date:	en 12 y 2607

A&E Thorsett, LLC a Washington limited liability company

By: Q + C Thouse f f f C Name: (| Lin Thouse f Title: Manages. Date: 1-241-07

> 200705300014 Skagit County Auditor

5/30/2007 Page

4 of 9 9:52AM

CORPORATE ACKNOWLEDGMENT

of April 1
STATE OF ARIZONA)
) SS .
COUNTY OF MARICOPA)
On this 16th day of Lipsel, 2007, before me, the undersigned, a Notary Public in and for the
State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an
authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, that executed the foregoing
instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW)
LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is
authorized to execute the said instrument.
1 1 00 1 1 CC 1 1 1 Also day and year first
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written.
Quest Lacks
Janet Loebs Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ, residing at
My Commission Expires MARICOPA COUNTY
December 24, 2010 My appointment expires: 12/24/2010



5/30/2007 Page

5 of

State of Washington	
County of Land	
on bully before me, Paula K. evidence) to be the person(s) whose name(s) is/are subscribe	own to me (or proved to me on the basis of satisfactory
he/she/they executed the same in his/her/their authorized ca instrument the person(s), or the entity upon behalf of which the	macity(ies), and that by his/her/their signature(s) on the
WITNESS my hand and official seal.	The same of the sa
Signature Resident of Kerklen, wa	
	φ
State of Wishington ss.	
County of Faula K.	Adams
evidence) to be the person(s) whose name(s) is/are subscribe	own to me (or proved to me on the basis of satisfactory ed to the within instrument and acknowledged to me that apacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the	ne person(s) acted, executed the instrument.
WITNESS my hand and official seal. Signature (Seal)	
State of North Carolina	
County of Mecklenbury ss.	
VI. 4	Range in the
evidence) to be the person(s) whose name(s) is/are subscribe he/she/they executed the same in his/her/their authorized ca	own to me (or proved to me on the basis of satisfactory and to the within instrument and acknowledged to me that apacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the WITNESS my hand and official seal.	ne person(s) acted, executed the justifianent.
Signature (Seal)	
- Landerson	
YOLANDA BONET Notary Public Mecklenburg County	
State of North Carolina My Commission Expires Jun 3, 2008	200705300014 Skagit County Auditor

5/30/2007 Page

6 of

Exhibit "A"

Legal Description of Grantor's Property



5/30/2007 Page

7 of

Exhibit "A"

Legal Description of Grantor's Property

PARCEL A:

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Government Lot 4;

therce South 89°01'34" East a distance of 1,457.78 feet to the Southeast corner of said Government Lot 4, being the Southeast corner of Skagit County Short Plat No. 11-85, approved March 10, 1985, and recorded March 11, 1986, under Auditor's File No. 8603110018, records of Skagit County, Washington, and the point of beginning;

thence North 00°18'56" West along the East line of said government lot and said short plat a distance of 1,201.82 feet to the Southerly line of Alger-Lake Samish Road;

thence North 70°55'30". West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown upon said short plat;

thence South 03°20'47" East along said centerline a distance of 22.10 feet;

thence South 25°41'33" West along said centerline a distance of 215.99 feet;

thence South 03°03'26" West along said centerline a distance of 123.31 feet;

thence North 89°01'34" West a distance of 290.00 feet;

thence South 30°00'00" West a distance of 150.00 feet;

thence South 13°00'00" West a distance of 100.00 feet;

thence South 15°50'30" West a distance of 104.59 feet to the Easterly line of Interstate Highway No. 5;

thence Southerly along said Easterly line the following courses:

South 23°56'55" East a distance of 301.93 feet;

thence South 27°24'52" East a distance of 146.80 feet;

thence South 27°56'00" East a distance of 237.89 feet to the South line of said Government Lot 4; thence South 89°01'34" East along said South line a distance of 467.09 feet to the point of beginning;

(Being Parcel 5 of an unrecorded survey.)

Situated in Skagit County, Washington.

PARCEL B:

An easement for ingress, egress, and utilities, described as follows:

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East of the Willamette Mendian, described as follows:

Beginning at the intersection of the Southerly line of Alger-Lake Samish Road with the Easterly line of Interstate Highway No. 5;

thence Southerly along said Easterly line as shown on Skagit County Short Plat No. 11-85 the following courses:

South 19°04'31" West a distance of 95.97 feet;

thence South 12°27'14" West a distance of 308.83 feet;

thence South 05°44'23" East a distance of 150.30 feet;

thence departing from said Easterly line of Interstate Highway No. 5 South 89°01'34" East a distance of 489.51 feet to the Westerly line of Patrick Lane as shown on said short plat;

thence North 03°03'26" East along said Westerly line a distance of 20.01 feet;

thence departing there from North 89°01'34" West a distance of 462.38 feet to a line parallel with and 30 feet Easterly of said Easterly line of Interstate Highway No. 5;

thence North 05°44'23" West parallel with said Easterly line a distance of 128.89 feet;

thence North 12°27'14" East parallel with said Easterly line a distance of 73.47 feet,

thence South 89°01'34" East a distance of 30.61 feet to a line parallel with and 60 feet Easterly of said Easterly line;

thence North 12°27'14" East parallel with said Easterly line a distance of 221.00 feet;

thence North 19°04'31" East parallel with said Easterly line a distance of 32.50 feet;

thence North 66°21'56" East a distance of 88.46 feet to said Southerly line of Alger-Lake Samish Road;

thence North 70°55'30" West along said Southerly line a distance of 125.00 feet to the point of beginning.

Situated in Skagit County, Washington.

200705300014 Skagit County Auditor

5/30/2007 Page

8 of 9 9:52AM

Exhibit "A"

Legal Description of Grantor's Property

PARCEL C:

An easement for ingress, egress, and utilities over that portion of the above described Patrick Lane delineated on Skagit County Short Plat No. 11-85, approved March 10, 1986, and recorded March 11, 1986, under Auditor's File No. 8603110018, records of Skagit County, Washington; being a portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East of the Williamette Meridian, lying North of the Easterly projection of the South line of the 20-foot wide portion of the following parcel:

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the Southerly line of Alger-Lake Samish Road with the Easterly line of Interstate Highway No. 5;

thence Southerly along said Easterly line as shown on Skagit County Short Plat No. 11-85 the following courses:

South 19°04'31" West a distance of 95.97 feet;

thence South 12°27'14" West a distance of 308.83 feet;

thence South 05°44'23" East a distance of 150.30 feet:

thence departing from said Easterly line of Interstate Highway No. 5 South 89°01'34" East a distance of 489.51 feet to the Westerly line of Patrick Lane as shown on said short plat;

thence North 03°03'26" East along said Westerly line a distance of 20.01 feet;

thence departing there from North 89°01'34" West a distance of 462.38 feet to a line parallel with and 30 feet Easterly of said Easterly line of Interstate Highway No. 5;

thence North 05°44'23" West parallel with said Easterly line a distance of 128.89 feet;

thence North 12°27'14" East parallel with said Easterly line a distance of 73.47 feet;

thence South 89°01'34" East a distance of 30.61 feet to a line parallel with and 60 feet Easterly of said Easterly line;

thence North 12°27'14" East parallel with said Easterly line a distance of 221.00 feet,

thence North 19°04'31" East parallel with said Easterly line a distance of 32.50 feet;

thence North 66°21'56" East a distance of 88.46 feet to said Southerty line of Alger-Lake Samish Road:

thence North 70°55'30" West along said Southerly line a distance of 125.00 feet to the point of beginning.

Situated in Skagit County, Washington.



5/30/2007 Page

9 of