

RETURN ADDRESS:
Community Bank
The Dalles-LPO
320 E 4th Street
The Dalles, OR 97058



#####072220131125

NOTICE: THIS SUBORDINATION OF MORTGAGE 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.

SUBORDINATION OF MORTGAGE

Reference # (if applicable): 2013001660 Additional on page 2

Grantor(s):
1. WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST
2. Bacchus Partners, LLC

Grantee(s)
1. Community Bank

Legal Description: Pt of SW 1/4 SEC 20 T3N R10E

Additional on page 2

Assessor's Tax Parcel ID#: 03-10-20-0-0-0800-00 & 03-10-20-0-0-0803-00

THIS SUBORDINATION OF MORTGAGE dated July 22, 2013, is made and executed among Bacchus Partners, LLC ("Borrower"); WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST ("Mortgagee"); and Community Bank ("Lender").

SUBORDINATION OF MORTGAGE (Continued)

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SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Promissory Note in the amount of \$1,000,000.00.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated January 5, 2010 from Bacchus Partners, LLC ("Mortgagor") to WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST ("Mortgagee") (the "Subordinated Mortgage") and recorded in Skamania County, State of Washington as follows:

Recorded January 6, 2010 filed for record in the records of County of Skamania County, State of Washington, with recorder's entry number 2010174653.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Skamania County, State of Washington:

Parcel 1:

The West Half of the Southwest Quarter of Section 20 and the West 16 rods of the Southeast quarter of the Southwest quarter of Section 20, all in Township 3 North, Range 10 East of the Willamette Meridian in the County of Skamania and State of Washington.

EXCEPT that portion thereof lying Northerly of the center line of the county road known and designated as the Kollock Road.

ALSO EXCEPT a tract of land located in the Southwest Quarter (SW 1/4) of Section 20, Township 3 North, Range 10 E.W.M., described as follows:

Beginning at the southwest corner of the said Section 20; thence along the south line of the said Section 20 South 88°53' East, a distance of 1,305.31 feet; thence North 1,590.13 feet to the center line of County Road No. 3130 designated as the Kollock-Knapp Road, said point being the initial point of the tract hereby described; thence South 279 feet; thence North 44°16' West, a distance of 623.85 feet; thence North 279 feet to the centerline of said Kollock-Knapp Road; thence following the centerline of said road Southeasterly 624 feet, more or less, to the initial point.

TOGETHER WITH that portion of the West Half of the Northeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington, lying Southerly of the county road known and designated as the Kollock Road.

EXCEPT that parcel of land located in the South Half of the Southwest Quarter of Section 20, Township 3 North, Range 10 East, Willamette Meridian, County of Skamania, State of Washington, more fully described as follows:

Commencing at a point South 88°49'56" East, a distance of 1101.67 feet from the Southwest corner of said Section 20, said point is on the South line of said Section 20 and is the True Point of Beginning; thence continuing along the South line South 88°49'56" East, a distance of 271.20 feet; thence North 1°10'04" East, a distance of 211.99 feet to a Bell Design Co. yellow plastic survey cap set on a #5 rebar; thence North 87°53'13" West, a distance of 271.23 feet to another Bell Design Co. yellow plastic survey cap set on a #5 rebar; thence South 1°10'04" West, a distance of 216.46 feet, more or less, to the True Point of Beginning.

PARCEL 2:

A tract of land in the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington which is all of that portion of the following described tract lying Southerly of County Road No. 31300 designated as the Kollock-Knapp Road:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian; thence East along the South line of the said Section 20 a distance of 16 rods to the initial point of the tract hereby described; thence North 80 rods to a point which is 16 rods East of the Northwest corner of the Southeast Quarter of the Southwest Quarter of the said Section 20; thence East along the North line of the Southeast Quarter of the Southwest Quarter of the said section 20 a distance of 16 rods; thence South at right angles to the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 40 rods; thence West parallel to the North line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 8 rods; thence South parallel to the West line of the Southeast quarter of the Southwest quarter of the said Section 20, a distance of 40 rods to the intersection with the South line of the said Section 20; thence West along the South line of the said Section 20 to the initial point.

EXCEPT a tract of land located in the Southwest Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and the State of Washington, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the said Section 20; thence East along the South line of the said Section 20 a distance of 264 feet to the initial point of the tract thereby described; thence North parallel to the East line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 250 feet; thence East 132 feet; thence South parallel to the East line of the Southeast Quarter of the Southwest Quarter of the said Section 20 a distance of 250 feet to the South line of the said Section 20; thence West along said South line to the initial point.

The Real Property or its address is commonly known as 100 Watertank Road, Underwood, WA 98651. The Real Property tax identification number is 03-10-20-0-0-0800-00 & 03-10-20-0-0-0803-00.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Loan number 143131 with a principal amount of \$1,000,000.00.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated July 22, 2013, from WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST to Lender (the "Lender's Lien") and recorded in Skamania County, State of Washington as follows:

Recorded January 6, 2010 filed for record in the records of County of Skamania County, State of Washington, with recorder's entry number 2010174653

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

SUBORDINATION OF MORTGAGE (Continued)

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REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagor, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Mortgagor and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Washington. In all other respects, this Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Subordination has been applied for, considered, approved and

SUBORDINATION OF MORTGAGE
(Continued)

made, and all necessary loan documents have been accepted by Lender in the State of Oregon.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED JULY 22, 2013.

BORROWER:

BACCHUS PARTNERS, LLC

By: [Signature]
Jeff Miller, Managing Member of Bacchus Partners, LLC

By: [Signature]
Authorized Signer for Bacchus Partners, LLC

MORTGAGEE:

WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST

By: [Signature]
WARREN B MOSLER, Trustee of WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST

LENDER:

COMMUNITY BANK

X [Signature]
Authorized Officer

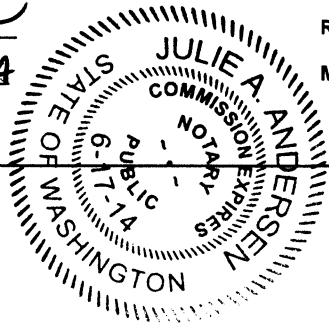
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skamania)

On this 30 day of July, 20 13, before me, the undersigned Notary Public, personally appeared Jeff Miller, Managing Member of Bacchus Partners, LLC and [Signature] of Bacchus Partners, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be members or designated agents of the limited liability company that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By: [Signature]
Notary Public in and for the State of WA

Residing at Cheney, WA
My commission expires 6/17/2014



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(Continued)

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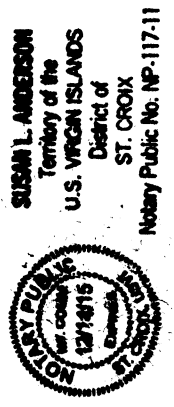
TRUST ACKNOWLEDGMENT

Territory
STATE OF U.S. Virgin Islands)
District St. Croix) SS
COUNTY OF St. Croix)

On this 25th day of July, 20 13, before me, the undersigned Notary Public, personally appeared **WARREN B MOSLER, Trustee of WARREN B MOSLER AS TRUSTEE OF WARREN B MOSLER REVOCABLE TRUST**, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized trustee or agent of the trust that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the trust.

By [Signature]
Notary Public in and for the State of V.I.

Residing at Sool Tamarind Road, St
My commission expires 12/14/15



LENDER ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Skamania) SS

On this 30 day of July, 20 13, before me, the undersigned Notary Public, personally appeared John Cass and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Community Bank**, duly authorized by **Community Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Community Bank**.

By [Signature]
Notary Public in and for the State of WA

Residing at Carson, WA
My commission expires 10/17/2014

