

When Recorded Return to:

Stoel Rives LLP
600 University Street, Suite 3600
Seattle, Washington 98101-3197
Attn: Robert W. Sargeant



200504120161

Skagit County Auditor

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CHICAGO TITLE COMPANY IC34514 ✓

DOCUMENT TITLE	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
GRANTOR	Super Supplements, Inc.
GRANTEE	Bridger Commercial Funding LLC
LEGAL DESCRIPTION	Complete legal description is set forth on Exhibit A attached hereto Ptn. SE NE 7-34-4
ASSESSOR'S PARCEL NO.	P24104 & P23978
AUDITOR'S FILE NUMBER	UNRECORDED LEASE & 200504120159

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into February __, 2005, by and between Super Supplements, Inc. ("Tenant") and Bridger Commercial Funding LLC ("Lender").

A. Lender has agreed to make a mortgage loan (the "Loan") to Rowen Burlington OPCO, LLC (the "Borrower") in the amount of \$3,700,000.00 to be secured by a mortgage or deed of trust (the "Deed of Trust") on the real property legally described in Exhibit A attached hereto and the improvements thereon the "Project"; recorded under Auditor's File No. 200504120 **159**

B. Tenant is the present lessee under a lease dated July 15, 2003 made by Rowen Burlington OPCO, LLC, as Landlord, demising a portion of the Project and other property (said lease and all amendments thereto being referred to as the "Lease");

C. The Loan terms require that Tenant subordinate the Lease and its interest in the Project in all respects to the lien of the Deed of Trust and that Tenant attorn to Lender; and

D. In return, Lender is agreeable to not disturbing Tenant's possession of the portion of the Premises covered by the Lease (the "Demised Premises"), so long as Tenant is not in default under the Lease.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination. The Lease, and the rights of Tenant in, to an under the Lease and the Demised Premises, are hereby subjected and subordinated to the lien of the Deed of Trust, it being

understood and agreed that the foregoing subordination shall apply to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust, provided that any and all such increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

2. Tenant Not to Be Disturbed. So long as Tenant is not in default in the payment of rent or of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed (beyond any period given Tenant in the Lease to cure such default) and Tenant attorns to Lender as provided herein, (a) Tenant's possession of the Demised Premises shall not be diminished or interfered with by Lender, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Lease.

C Tenant to Attorn To Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Premises, who shall succeed to the rights and duties of the Landlord and Tenant. Tenant shall attorn to Lender or any other such owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant hereby waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or deed-in-lieu of foreclosure.

4. Notice of Discharge. Borrower shall give notice to Tenant of the reconveyance or other release of the Deed of Trust within 30 days of the date the reconveyance or other release is recorded.

5. Limitations. Lender (and any successor or assign of Lender) shall not be (i) liable for any act or omission of Lessor or any predecessor-in-interest, (ii) subject to any offsets, counterclaims or defenses which Lessee may have against Lessor or any predecessor-in-interest, (iii) liable for any security deposit or payment of rent (for more than one (1) month in advance of the date due under the Lease) made by Lessee to Lessor or predecessor-in-interest, except to the extent actually received by Lender or (iv) obligated to expand the Project, construct additional improvements or otherwise expend funds which are capital in nature except for items or ordinary maintenance and repair. Notwithstanding any term of the Lease, upon foreclosure of the Deed of Trust, or acceptance of a deed in lieu thereof or other similar transfer, any environmental/hazardous materials indemnity and/or reimbursement provisions under the Lease shall not be applicable to, or enforceable against, Lender, any successor in interest to or assigns of Lender and/or any purchaser at foreclosure and any transferee thereof. If Lender shall become the owner of the Project or the Project shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or the Project shall be conveyed by deed-in-lieu of foreclosure, Tenant agrees that, notwithstanding anything to the contrary contained in the Lease, after such foreclosure sale or conveyance by deed-in-lieu of foreclosure, Lender shall have no personal liability to tenant under the Lease and Tenant shall look solely to the estate and property of Landlord in the Project, to the net proceeds of sale thereof or the rentals received therefrom, for the satisfaction of Tenant's remedies for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of the Lease to be observed or performed by Landlord and any other obligation of Landlord created by or under this Lease, and no other property or assets of Landlord or of its partners, officers, beneficiaries, co-tenants, shareholders, or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. The term "Landlord" as used herein shall be limited to mean and include only the owner or owners at the time in question of Landlord's interest in the Lease, which term shall include Lender in the event Lender acquires title to the Project. Further, in the event of any transfer by Landlord of Landlord's interest in this Lease, Landlord (and in the case of any subsequent transfers or conveyances, the then assignor), including each of its partners, officers,



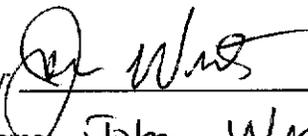
beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be automatically freed and released, from and after the date of such transfer or conveyance, of all liability for the performance of any covenants and agreements which accrue subsequent to the date of such transfer of Landlord's interest.

6. Miscellaneous. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. The term "Lender" as used throughout this Agreement includes any successor or assign of Lender and any holder(s) of any interest in the indebtedness secured by the Deed of Trust. This Agreement and the rights and duties of the parties hereunder shall be governed for all purposes by the law of the State of Washington and the law of the United States applicable to transactions within such state. This Agreement may be executed in multiple counterparts, and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be one and the same instrument with the same signature as if all parties to this Agreement had signed the same signature page.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

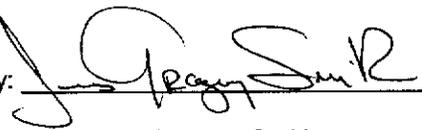
TENANT:

Super Supplements, Inc.,
a Washington Corporation

By: 
Name: John W. White
Title: President

LENDER:

Bridger Commercial Funding LLC,
a Missouri limited liability company

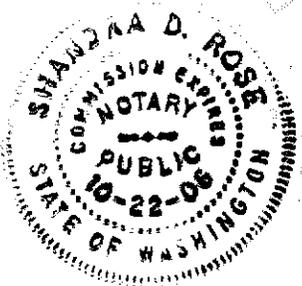
By: 
Name: James Gregory Smith
Title: Senior Vice President



STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

THIS IS TO CERTIFY that on this 14 day of March, 2005, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came Name, personally known or having presented satisfactory evidence to be the President of Super Supplements, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

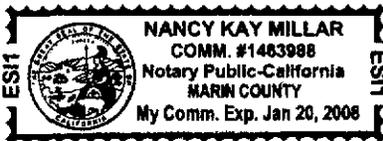


Shandra D. Rose
Print Name: Shandra D. Rose
Notary Public in and for the
State of Washington, residing at
Kettle
Expiration Date: 10/22/2006

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

THIS IS TO CERTIFY that on the 24th, day of February, 2005 before me, a Notary public in and for the State of California, duly commissioned and sworn, came James Gregory Smith, personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Nancy Kay Millar
Print Name: NANCY KAY MILLAR
Notary Public in and for the
State of California,



200504120161
Skagit County Auditor

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UNOFFICIAL DOCUMENT

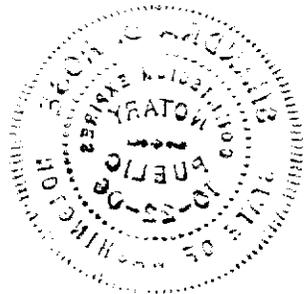


EXHIBIT A

PROPERTY DESCRIPTION

PARCEL A:

That portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of State Highway No. 99, that is 30 feet West and 305.07 feet South of the Northeast corner of said subdivision;

Thence North 88°50'30" West parallel with the North line of said subdivision, 398.8 feet, more or less, to the West line of that certain tract deeded to Emil Hanson by Deed recorded under Auditor's File No. 362759, records of Skagit County, Washington;

Thence Southerly parallel with the East line of said subdivision, 101.55 feet;

Thence South 88°50'30" East to the West line of said highway;

Thence North along said West line to the point of beginning;

EXCEPT that portion thereof lying East of a line drawn 40 feet West of and parallel with the East line of said subdivision;

AND EXCEPT that portion conveyed to the City of Burlington for road purposes by Deed recorded September 3, 2003, under Auditor's File No. 200309030115, records of Skagit County, Washington, more particularly described as follows:

That portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of State Highway No. 99 that is 30 feet West and 305.07 feet South of the Northeast corner of said subdivision;

Thence South 02°21'30" East parallel with the East line of said subdivision, a distance of 151.55 feet;

Thence North 88°50'30" West parallel with the North line of said subdivision, a distance of 20.02 feet to the West line of the East 50 feet of said subdivision;

Thence North 02°21'30" West parallel with the East line of said subdivision, a distance of 82.69 feet;

Thence North 05°57'47" East, a distance of 69.10 feet to the intersection of the West line of the East 40 feet of said subdivision with a line drawn parallel with the North line of said subdivision in a Westerly direction from the point of beginning of this description;

Thence South 88°50'30" East parallel with the North line of said subdivision, a distance of 10.01 feet to the point of beginning of this description;

EXCEPT any portion thereof lying within the East 40 feet of said subdivision.

Situated in Skagit County, Washington.

Continued.....



EXHIBIT "A"
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PARCEL B:

That portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of State Highway No. 99, that is 30 feet West and 406.62 feet South of the Northeast corner of said subdivision;
Thence North $88^{\circ}50'30''$ West parallel with the North line of said subdivision, 399.09 feet, more or less, to the West line of that certain tract deeded to Emil Hanson by Deed recorded under Auditor's File No. 362759, records of Skagit County, Washington;
Thence Southerly parallel with the East line of said subdivision, 50 feet;
Thence South $88^{\circ}50'30''$ East to the West line of said highway;
Thence North along said West line to the point of beginning;

EXCEPT that portion thereof lying East of a line drawn 40 feet West of and parallel with the East line of said subdivision;

AND EXCEPT that portion conveyed to the City of Burlington for road purposes by Deed recorded September 3, 2003, under Auditor's File No. 200309030115, records of Skagit County, Washington, more particularly described as follows:

That portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of State Highway No. 99 that is 30 feet West and 305.07 feet South of the Northeast corner of said subdivision;
Thence South $02^{\circ}21'30''$ East parallel with the East line of said subdivision, a distance of 151.55 feet;
Thence North $88^{\circ}50'30''$ West parallel with the North line of said subdivision, a distance of 20.02 feet to the West line of the East 50 feet of said subdivision;
Thence North $02^{\circ}21'30''$ West parallel with the East line of said subdivision, a distance of 82.69 feet;
Thence North $05^{\circ}57'47''$ East, a distance of 69.10 feet to the intersection of the West line of the East 40 feet of said subdivision with a line drawn parallel with the North line of said subdivision in a Westerly direction from the point of beginning of this description;
Thence South $88^{\circ}50'30''$ East parallel with the North line of said subdivision, a distance of 10.01 feet to the point of beginning of this description;

EXCEPT any portion thereof lying within the East 40 feet of said subdivision.

Situated in Skagit County, Washington.

PARCEL C:

A non-exclusive easement for ingress, egress and utilities in favor of the above described Parcels A and B over and across an adjoining portion of the Southeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian, as established and more particularly described in Easement Agreement dated September 30, 1998, and recorded November 2, 1998, under Auditor's File No. 9811020023, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A"



200504120161
Skagit County Auditor