

AFTER RECORDING MAIL TO:

Name: Symetra Life Insurance Company
Address: Mortgage Loan Department
PO Box 84066
City/State: Seattle, Washington 98124-8466
Loan No. SPLM1960

Reference Document No. 200803310114
~~20102170068~~
LAND TITLE OF SKAGIT COUNTY 201002170068

135447-0
DOCUMENT TITLE

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
SRL 08-0021
City: Mount Vernon



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GRANTOR(S):

LANDLORD: MV L.L.C., a Washington limited liability company

Additional names on page n/a of document.

GRANTEE(S):

TENANT: State of Washington, Department of Social and Health
Services, acting through the Department of General
Administration

LENDER: Symetra Life Insurance Company,
a Washington corporation

Additional names on page n/a of document.

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: Lot A, SP MV-8-77; Ptn
N ½ SW ¼, 17-34-4 E W.M.

Complete legal description is on page 1 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P25975

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

SRL 08-0021

City: Mount Vernon

Symetra Life Insurance Company ("Lender") whose address is Mortgage Loan Department, 777 108th Avenue N.E., Suite 1200 SC-15, Bellevue, Washington 98004-5135, has agreed to make a loan (the "Loan") to MV L.L.C. ("Landlord") to be secured by a Deed of Trust on the property commonly known as 900 E. College Way, Mount Vernon, Washington ("the Property"), which property is more particularly described as follows:
Deed of Trust recorded under Auditor File No 201002170 068

Tax Parcel Number: 340417-3-001-0208

Common Street Address: 900 E. College Way, Mount Vernon, Washington

Approximately 53,633 square feet of BOMA Gross office space, being the entire two (2) story building, located at 900 E. College Way, Mount Vernon, Washington, together with one hundred ninety (190) on-site code parking spaces, situate on a parcel of land legally described as:

Tract "A" of Short Plat MV-8-77, approved April 28, 1977, recorded April 28, 1977, recorded April 28, 1977 under Auditor's File No. 855522 in Volume 2 of Short Plats, page 53, being a portion of the Southwest ¼ of Section 17, Township 34 North, Range 4 East, W.M., EXCEPTING therefrom:

All that portion of the above described Parcel A lying Northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 30+70.54 on the SR 538 survey line of SR 538, Jct. SR5 to LaVenture Road, and 40 feet Southerly therefrom; thence along the arc of a curve to the right having a radius of 35 feet to a point opposite HES 31+05.53 on said survey line and 74.65 feet Southerly therefrom; thence Southerly to a point opposite HES 31+06.28 on said survey line and 150 feet Southerly therefrom; thence Easterly parallel with said survey line 100 feet to a point and the end of this line description, Mount Vernon, Skagit County, Washington.

The Department of Social and Health Services, acting through the Department of General Administration ("Tenant") whose address is P. O. Box 41015, Olympia, Washington 98504-1015 has a lease dated February 20, 2008, (the "Lease") with MV, L.L.C. as Landlord on the above described Property. **Lease recorded under Auditor File No 200803310114 Recorded March 31, 2008.**

Now, therefore, Lender, Landlord and Tenant agree as follows:

1. **Subordination.** Tenant agrees that the Lease, and the rights of Tenant, in, to and under the Lease and the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subjected and subordinate, to the Deed of Trust, and to any modifications, amendments or extensions of the Deed of Trust.



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2. **Tenant Not to be Disturbed.** Lender agrees that, so long as Tenant is not in default under the Lease or any renewals, extensions, modifications, or amendments, thereof; (a) Tenant's rights under the Lease and possession of the leased premises shall not be diminished or interfered with by Lender, and Tenant's occupancy of the leased premises shall not be disturbed by Lender during the term of the Lease; and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless its joinder is necessary to foreclose the Deed of Trust, and then for only such purpose and not for the purpose of terminating the Lease.
3. **Tenant to Attorn to Lender.** If Lender becomes the owner of the premises by reason of foreclosure or other proceedings brought to enforce the Deed of Trust, the Lease shall continue in full force and effect as if Lender were the original Landlord, provided that Tenant is not obligated to pay rent to Lender until Tenant has received a written notice from the Lender that it has succeeded to the interest of the Landlord in the Lease. Lender shall not be bound by any prepayment of rent which Tenant might have paid.
4. **Third Party Owner.** If someone acquires the Property through Deed of Trust, whether at a foreclosure sale or otherwise, that person shall have the same rights and obligations to continue the Lease with the Tenant as Lender would have under the preceding paragraphs 2 and 3.
5. **Default.** In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and the Lender shall have the right, but not the obligation, to cure such default within ten (10) days of receipt of notice from Tenant. Tenant shall not take any action to terminate or rescind the Lease, for a period of ten (10) days after receipt of such written notice.
6. **Successors and Assigns.** This agreement shall be binding upon and shall be to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.
7. **Captions.** The captions in this agreement are for convenience only and are not to be construed as limiting the scope or intent of the provisions contained herein.

LENDER:
Symetra Life Insurance Company

By: [Signature]
Title: Vice President
Date: 1/26/2010

LANDLORD:
MV, L.L.C.

By: [Signature]
Title: Managing Member
Date: 1/25/2010

TENANT
Department of Social and Health Services
Acting through the
Department of General Administration

By: [Signature]
Title: Design / Acting Accounting Manager
Date: 1/19/10

APPROVED AS TO FORM

By: Margie Smith
Assistant Attorney General

Dated: August 25, 1995



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STATE OF WA)
) ss.
County of King)

On this 25th day of January, A.D., 2010, before me personally appeared Timothy Nelson to me known to be the managing member of the corporation that executed the within and 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 was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Megan D. Wright
Notary Public in and for the State of Washington,
Residing at King County
My commission expires 1-27-2010

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

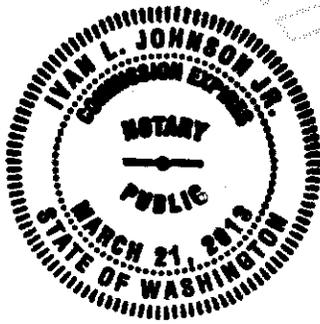


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STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 19th day of January, 2010, personally appeared before me Ted Schen Design/Service, Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Ivan L. Johnson Jr.
Notary Public in and for the State of Washington
Residing at Olympia
My commission expires 3-21-13



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