



201007010085

Skagit County Auditor

When recorded return to:

Dick's Restaurant Supply North RE, LLC
 2963 1st Avenue South
 Seattle, WA 98134

7/1/2010 Page

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2 4:01PM

Subordination Agreement

NOTICE: THIS SUBORDINATION AGREEMENT 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.

GUARDIAN NORTHWEST TITLE CO.

99545-5

The undersigned subordinator and owner agrees as follows:

1. State Street Retail Center, LLC, a Washington Limited Liability Company
 referred to herein as "subordinator", is the owner and holder of a mortgage dated 6-30-10
 which is recorded in _____ of Mortgages, page _____
 under auditor's file 201007010084, records of Skagit County.
2. Peoples Bank
 referred to herein as "lender", is the owner and holder of a mortgage dated 6-28-10
 executed Dick's Restaurant Supply North RE, LLC, a Washington Limited Liability Company
 (which is recorded in volume _____ of Mortgages,
 auditor's file 201007010082 records Skagit County) (which
 is to be recorded concurrently herewith).
3. Dick's Restaurant Supply North RE, LLC, a Washington Limited Liability Company
 referred to herein as "owner", is the owner of all the real property described in the mortgage identified
 above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby
 acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in
 connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage
 identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all
 advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine
 the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same,
 and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage
 or see to the application of "lender's" mortgage funds, and any application or use of such funds for
 purposes other than those provided for in such mortgage, note or agreements shall not defeat the
 subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in
 Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the
 subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the
 mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to
 such, or any, subordination including, but not limited to, those provisions, if any, contained in the
 mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a
 mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this
 agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and
 gender and number of pronouns considered to conform to undersigned.

NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

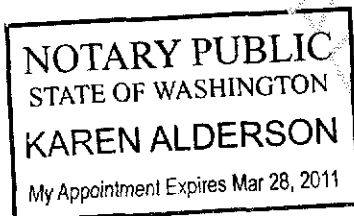
Dated: 6/28/10

State Street Retail Center, LLC

STATE OF Washington }
County of Skagit , SS:

I certify that I know or have satisfactory evidence that Dan R. Mitro and David A. Gault signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the managing members of State Street Retail Center LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6-28-10



Karen Alderson
Notary Public in and for the State of Washington
Residing at Bossington
My appointment expires: 3-28-10



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