

POOR ORIGINAL

Return Address
DAVID F. GUMAER, P.S.
9010 E. Appleway Blvd., Suite 200
Spokane Valley, WA 99212



201009020048
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

137242-S

SUBORDINATION AGREEMENT

Reference #: 201008270139 Additional _____
Grantor: STATE STREET RETAIL CENTER, LLC, a Washington Limited
Liability Company
Additional on page _____
Grantee: NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION
Additional on page _____

Legal description:

Lot 12, "South Mount Vernon Business Park
Binding Site Plan", Mount Vernon Land Use No.
LU05-061, as per plat approved August 30,
2007, recorded September 10, 2007 under
Auditor's File no. 200709100133, records of
Skagit County, Washington.

Situate in the City of Mount Vernon, County
of Skagit, State of Washington.

Assessor's Parcel No. 8072-000-012-0000 (P126625)

This agreement is entered into between STATE STREET RETAIL
CENTER, LLC, (hereinafter referred to as "Lender") and the
Northwest Business Development Association (hereinafter
referred to as "NWBDA") this 24th day of August, 2010.

WHEREAS, LENDER is the owner and holder of the following
document executed by DICK'S RESTAURANT SUPPLY NORTH RE, LLC, a
Washington Limited Liability Company (hereinafter referred to
as Borrower):

Deed of Trust dated June 30, 2010, and recorded under Skagit
County Auditor's File No. 201007010084 on July 1, 2010,
records of Skagit County, Washington.

WHEREAS, NWBDA is about to make a Loan to the Borrower in the principal amount of \$1,229,000.00. Said Loan is or will be secured by a Deed of Trust on the real property encumbered by the Lender's Deed of Trust recorded with the Skagit County Auditor's Office under Recording No. 201007010084. The NWBDA has declined to make the Loan to the Borrower without Lender first subordinating its Deed of Trust described above to the Deed of Trust held by the NWBDA and filed with the Skagit County Auditor's office under Recording No. 201008270139 as security for said Loan.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

1. Subordination. Lender hereby subordinates the lien of its Deed of Trust described above to the NWBDA's Deed of Trust filed with the Skagit County Auditor's Office under recording No. 201008270139. This subordination is limited to the \$1,229,000.00 face amount of the promissory note executed by borrower with respect to Loan No. 4071255002 as of the date of the note, and thereafter to the declining principal balance, the interest rate as stated therein, the payment of any taxes, assessments, attorney's fees, insurance, interest and any other advances reasonably necessary to protect the property or any collateral securing the loan; the NWBDA's security interest(s) or the priority of the lien, and any extension of said Loan.

2. No Intervening Liens. This subordination shall be effective only if there are no intervening liens between the Lender's Deed of Trust and the NWBDA's Deed of Trust as identified above.

3. Effect on Lender Deed of Trust. All other terms and conditions of the Lender's Deed of Trust shall remain in full force and effect.

4. Notification of Default. Lender agrees to furnish NWBDA, or its successors in interest, (1) written notice of default by Borrower under the terms and conditions of its loan with Borrower within (30) days of the date of said default, default shall mean delinquency of more than 30 days, and (2) in addition to any lawfully required notice, written notice of any foreclosure sale sixty (60) days prior to the date of said sale. NWBDA's address for notice purposes shall be as follows:

Northwest Business Development Association
9019 E. Appleway Blvd., Suite 200
Spokane Valley, WA 99212



Or such other address as NWBDA shall provide to Lender.

5. Merger. This agreement shall be the sole agreement between the parties hereto with regard to the subordination of the lien of the Deed of Trust first above mentioned to the lien of the Deed of Trust in favor of NWBDA referred to herein and shall supercede and cancel any prior agreements to the same.

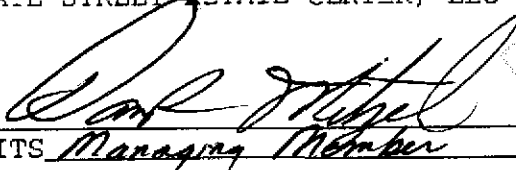
6. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and his respective heirs, successors and assigns.

Executed this 24 day of Aug, 2010

NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION


GILBERT ACEVEDO, President

STATE STREET RETAIL CENTER, LLC

BY 
ITS Managing Member

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STATE OF WASHINGTON)
) ss
County of Spokane)

This certifies that before me on this day personally appeared Gilbert Acevedo, as President, Northwest Business Development Association, and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of the Northwest Business Development Association for the uses and purposes therein mentioned, and on oath stated that he was duly and regularly authorized to execute the same on its behalf.

Given under my hand and official seal this 1st day of September, 2010.

Colleen M. Ruggles
Notary Public in and for the State
of Washington, residing at Spokane.
My commission expires 10/19/10.

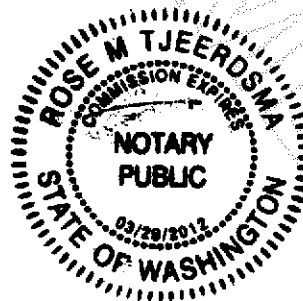


STATE OF WA)
) ss
County of Skagit)

This certifies that before me on this day personally appeared Don R. Mitze as Managing Member of STATE STREET RETAIL CENTER, LLC, and acknowledged to me that he/she executed the foregoing instrument as the free and voluntary act and deed of such limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was duly and regularly authorized to execute the same.

Given under my hand and official seal this 24 day of Aug, 2010.

Rose M. Tjeerdsma
Notary Public in and for the State of
WA, residing at Burlington.
My commission expires 3/29/2012.



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Skagit County Auditor