



201303080102  
Skagit County Auditor

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Document Title:

SUBORDINATION, NONDISTURBANCE & ATTORNMENT AGREEMENT  
Reference Number: GUARDIAN NORTHWEST TITLE CO.

Grantor(s):

additional grantor names on page 10467

1. CEDAR PARK ASSEMBLY OF GOD OF KIRKLAND, WA,  
A WASHINGTON NONPROFIT CORP. (LANDLORD)
2. VICTORY PENTACOSTAL CHURCH (TENANT)

Grantee(s):

additional grantee names on page \_\_\_

1. EVANGELICAL CHRISTIAN CREDIT UNION
- 2.

Abbreviated legal description:

full legal on page(s) \_\_\_

LOTS 2,3,4 BEL-AIR ADD TO M.V.  
PTN. SE-NE 20-34-4

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

P52284 P52285 P52286 P26795 P26808  
P26810

I, MARLA HICKOK, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$42.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Marla Hickok

Dated 3-8-13

**RECORDING REQUESTED BY:**

**WHEN RECORDED RETURN TO:**  
Evangelical Christian Credit Union  
Church and Ministry Lending  
955 W. Imperial Hwy  
Brea, CA 92821

**FOR RECORDER'S USE ONLY**

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of February, 2013 by and among **Victory Pentecostal Church**, ("Tenant"), **Cedar Park Assembly of God of Kirkland, Washington**, a Washington non-profit corporation ("Landlord"), and **Evangelical Christian Credit Union** ("Lender").

**RECITALS:**

A. WHEREAS, Landlord is or will be the owner of the real property (the "Property") situated in the City of Mount Vernon county of Skagit, State of Washington, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. AND WHEREAS, Landlord and Tenant entered into a Non-Recorded Lease, dated February 2012 (the "Lease"), pursuant to which landlord leased to Tenant a portion of the property located at 125 North Laventure Rd, which shares "common ground" with 111 and 203 N. Laventure Road, Mount Vernon, Washington, 98273 (the "Premises").

C. AND WHEREAS, Lender has agreed to make a loan to Landlord in the amount of approximately \$3,400,000.00 (the "Loan").

D. AND WHEREAS, in connection with the Loan, Landlord, as Trustor, has made, executed and delivered to Lender, as Beneficiary and to Trustee, a Deed of Trust and an Assignment of Rents with respect to the Property, in each case, which are to be recorded in the Official Records of Skagit County, Washington

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender covenant and agree as follows:

**AGREEMENTS:**

1. Subordination. The Lease and Tenant's leasehold estate created thereby, including any rights and options to purchase the premises or any part of the Property, shall be and are hereby made completely and unconditionally subject and subordinate in all respects to the lien of the Deed of Trust and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the promissory note evidencing the Loan (the "Note") or of any of the other documents, instruments or agreements evidencing or securing the Loan (all such documents, instruments and



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agreements, including, without limitation, the Note and the Deed of Trust are sometimes hereinafter referred to as the "Loan Documents").

2. Non-Disturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Beneficiary agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Note, that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sales under the power of sale contained in the Note, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. If Lender obtains title to the Property through foreclosure or exercise of power of sale under the Deed of Trust or deed in lieu of foreclosure or exercise of power of sale, Tenant shall, and does hereby agree to, continue occupancy of the Premises under the same terms and conditions of the Lease and shall attorn to Lender, its successors and assigns, or to the purchaser on foreclosure or exercise of power of sale, or to the grantee of the deed in lieu of foreclosures or exercise of power of sale, to the same extent and with the same force as if Lender or such other party were the Landlord under the Lease. Tenant shall, from time to time, execute and deliver such instruments evidencing such attornment as a purchaser or Lender may require.

4. Liability of Lender. By virtue of the Deed of Trust, Lender shall be and is entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of Landlord under the lease and shall be and is further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the lease as though Lender was named therein as Landlord. Lender shall not, by virtue of the Deed of Trust or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Property, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender obtains title to the Property. Lender shall not be: (a) liable for any act, omission, misrepresentation or breach of warranty of Landlord, any other prior Landlord or any subsequent Landlord; or (b) liable for the return of any security deposit which any Lessee, Sublessee or Assignee under the Lease has paid to any prior Lessor under the Lease; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any other prior Landlord or any subsequent Landlord; or (d) bound by any amendment or modification of the Lease made without Lender's prior written consent; or (e) personally liable under the Lease; Lender's liability under the Lease shall be limited to the ownership interest of Lender in the Property; or (f) bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Premises required under the Lease or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration of improvement following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of any proceeds recovered under any insurance required to be carried under the Lease; or (g) liable for any conflict between the provisions of the Lease and the provision of any other lease affecting the Premises or any of the Property (including, but not limited to, any provisions relating to renewal options and options to expand), and in the event of such a conflict, Tenant's sole remedy shall be to cancel the Lease.

5. Landlord Default. Notwithstanding anything to the contrary contained in the Lease, at law or in equity, Tenant shall not declare a default by Landlord under the Lease or exercise any rights or remedies available under the Lease, at law or in equity, unless and until Tenant gives notice thereof to



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Lender as provided in Paragraph 10 hereof: Lender shall have the right for a period of thirty (30) days after the later of (a) the expiration of Landlord's cure period for such default, if any; or (b) delivery of the notice to Lender regarding the performance of any term, covenant, or conditions and/or remedy of any default by the Landlord under the Lease; provided, however, if the nature of such default requires more than thirty (30) days to cure, then, so long as Lender has commenced cure of such default and is diligently prosecuting same, Tenant shall not declare a default under the Lease. Tenant shall accept such performance by Lender with the same force and effect as if furnished by Landlord and Lender shall thereby and hereby be subrogated to the rights of Tenant. Lender shall have the right to enter upon the Premises to give such performance.

6. Payment of Rent. Tenant shall not pay any installment of rent or any part thereof or any additional rent for more than the current month in advance and Lender shall be entitled to recover from Tenant, as rent under the Lease, any payment of rent or additional rent made by Tenant to the Landlord for more than the current month in advance.

7. Assignment of Lease. After notice is given to Tenant by Lender, pursuant to the Deed of Trust, that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant of, and from, any liability to Landlord on account of any such payments.

8. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord or any holder(s) of any of the indebtedness or other obligations secured by the Deed of Trust and Loan Documents, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not): (a) that the Lease is in full force and effect; (b) the date through which rentals have been paid; (c) the date of the commencement of the term of the Lease; (d) the nature of any amendments or modifications of the Lease; (e) that no default, or state of facts which with the passage of time or notice (or both) could constitute a default, exist under the Lease; and (f) such other matters as may be reasonably requested.

9. No Amendments. Landlord and Tenant represent to Lender that the Lease has not been modified or amended and is in full force and effect as of the date hereof. Landlord and Tenant agree not to modify, amend, cancel or assign the Lease without the prior written consent of Lender, which consent shall not be unreasonably withheld. If Lender does not respond to Landlord's or Tenant's written request for its consent to an amendment within 15 days, Lender's consent shall be deemed to be given.

10. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications required or desired to be given pursuant to, under or by virtue of the Agreement must be in writing, addressed to the party to be notified at the address set forth below and sent: (a) by first class US certified or registered mail, postage prepaid and with return receipt requested; or (b) by depositing the same into the custody of a nationally recognized overnight delivery service such as US Express Mail, Federal Express Corporation, Airborne Express, Emery or United Parcel Service. All such notices elections, consents, approvals, demands, objections, requests or other communications sent in compliance with the provisions hereof shall be deemed given and received on (i) the third (3rd) business day following the date it is deposited in the US mail, or (ii) the first business day after it is delivered to the overnight delivery service. From time to time any party may designate another address or addresses for all purposes of this Agreement by a notice given to all other parties in accordance with the provisions hereof. For purposes of this Paragraph 10, the addresses of the parties shall be as follows:



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**If to Landlord:** Cedar Park Assembly of God of Kirkland, Washington  
Attn: Finance Department  
16300 112<sup>th</sup> Avenue NE  
Bothell, WA 98011

**If to Tenant:** Victory Pentecostal Church  
125 N. Laventure Rd  
Mount Vernon, WA 98273

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Lender:** Evangelical Christian Credit Union  
955 West Imperial Highway  
Brea, CA 92822

11. Miscellaneous Provisions. This Agreement shall inure to benefit of and shall be binding upon Tenant, Landlord and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with, the laws and decisions of the State of California, and by execution hereof Tenant, Landlord and Lender each agreed that such laws and decisions of the State of California shall govern this Agreement, notwithstanding the fact that there may be other jurisdictions which may bear a reasonable relationship to the transaction contemplated by this Agreement; provided, however, that with respect to procedural and substantive matters relating only to the enforcement by Lender of its rights and remedies against any real or personal property collateral located in any state other than California, such matters shall be governed by the laws of the state in which such property is located.

13. Jurisdiction and Venue. Tenant, Landlord and Lender hereby agree that all actions or proceedings initiated by Tenant or Landlord and arising directly or indirectly out of this Agreement shall be litigated in the Superior Court of California, Orange County Division, or the United States District Court for the District of California or, if Lender initiates such action, in addition to the foregoing courts, any court in which Lender shall initiate such action, to the extent such court has jurisdiction. Tenant and Landlord hereby expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced by Lender in any of such courts. Tenant and Landlord waive any claim that Orange County, California or the District of California is an inconvenient forum or an improper forum based on lack of venue. The exclusive choice of forum for Tenant and Landlord set forth in this section shall not be deemed to preclude the enforcement, by Lender, or any judgment obtained in any other forum or the taking, by Lender, of any action to enforce the same in any other appropriate jurisdiction, and Tenant and Landlord hereby waive the right to collaterally attack any such judgment or action.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

IN WITNESS WHEREOF, this Subordination, Non-Disturbance and Attornment Agreement is executed as of the date first above written.



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ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

"TENANT"  
Victory Pentecostal Church

By: *[Signature]*  
Its: Pastor

"LANDLORD"  
Cedar Park Assembly of God of Kirkland,  
Washington

By: *[Signature]*  
Its: *[Signature]*

By: *[Signature]*  
Its: Secretary

"LENDER"  
EVANGELICAL CHRISTIAN CREDIT UNION, a  
California corporation

By: *[Signature]*  
Its: PROCESSING MANAGER



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TENANT CERTIFICATE OF ACKNOWLEDGMENT

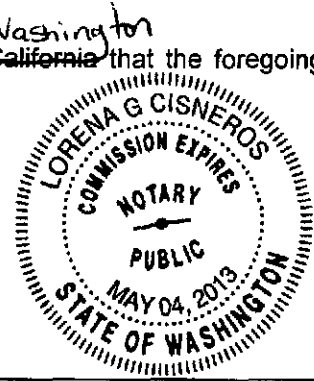
STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On February 19<sup>th</sup>, 2013 before me, Lorena Cisneros, NOTARY PUBLIC, personally appeared Darcy Allan Ross, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lorena Cisneros (Seal)



LANDLORD CERTIFICATE OF ACKNOWLEDGMENT

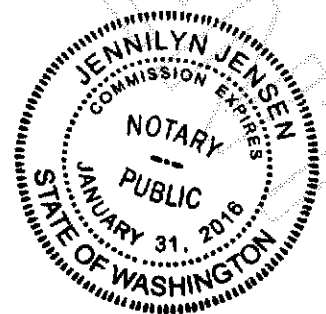
STATE OF Washington )  
 ) SS  
COUNTY OF King )

On Feb. 22 2013 before me, Jennilyn Jensen, NOTARY PUBLIC, personally appeared Joseph B. Futer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennilyn Jensen (Seal)



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LANDLORD CERTIFICATE OF ACKNOWLEDGMENT

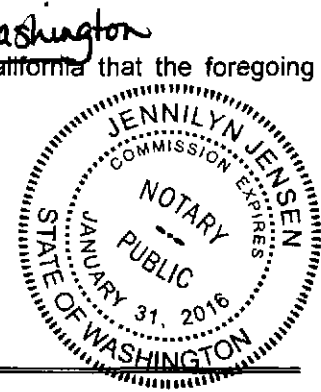
STATE OF Washington )  
 ) SS  
COUNTY OF King )

On Feb. 22 2013 before me, Jennilyn Jensen, NOTARY PUBLIC, personally appeared Corry Fairfield, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennilyn Jensen (Seal)



LENDER CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF ORANGE )

On FEBRUARY 26, 2013 before me, DONNA MAULIT, NOTARY PUBLIC, personally appeared MARK VON ROHR, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Maulit (Seal)

