



Skagit County Auditor
12/19/2013 Page

1 of

\$74.00
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**SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT
(RELATED TENANT)**

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement"), dated for reference purposes the 6th day of December, 2013, is between COLUMBIA STATE BANK, INC. ("Beneficiary"), the beneficiary under a Deed of Trust, Assignment of Rents and Security Agreement ("Deed of Trust") to be executed by the Landlord described below and recorded in Skagit County, Washington to encumber the Premises described below, dated December 6th, 2013, and recorded in Skagit County, Washington, on December, 2013, under Recording No. 201312190027 (Tenant authorizes Beneficiary or the escrow agent to fill in the date and recording information) and SMITH & VALLEE WOODWORKS, INC. ("Tenant").

LAND TITLE OF SKAGIT COUNTY

147722 0E

PRELIMINARY STATEMENT

Tenant has executed a Lease with SAMISH RIVER PROPERTIES, LLC ("Landlord") dated August 1, 2013 (the "Lease"), for a portion of the premises described in attached Exhibit "A" (the "Premises"). Beneficiary will hold the Deed of Trust described above on the Premises. Tenant and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests in the Premises by means of the following non-disturbance, attornment and subordination agreement.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Provided that there are no defaults under the Lease by Tenant, then:
 - a. The right of possession of Tenant to the leased premises and Tenant's right arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise of any of its rights under the Deed of Trust or the Note secured thereby.
 - b. In the event that the beneficiary or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Deed of Trust or by means of a deed in lieu of foreclosure thereof, the Lease shall not be terminated or affected by said foreclosure or deed in lieu of foreclosure and the Beneficiary hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights or remedies under the Deed of Trust, or otherwise, shall be made subject to the Lease and the rights of the Tenant thereunder; and the Tenant covenants and agrees to attorn to the Beneficiary, or such person who may purchase the Premises at a foreclosure sale, as its new landlord.
2. The Lease shall be subject and subordinate to the lien of the Deed of Trust.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed effective the day and year first above written.

TENANT:
SMITH & VALLEE WOODWORKS, INC.

By: [Signature]

Its: [Signature]

By: [Signature]

BENEFICIARY:
COLUMBIA STATE BANK, INC.

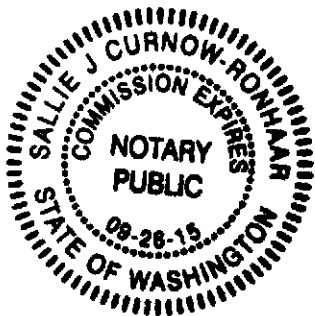
By: [Signature]

Its: Assistant Vice President

STATE OF WASHINGTON)
SKAGIT)ss.
COUNTY OF WHATCOM)

On this 19th day of December, 2013, before me personally appeared Andrew A. Vallee and Wesley A. Smith, to me known to be the managing members of SMITH & VALLEE WOODWORKS, INC., a Washington corporation, the corporation that executed the within and foregoing 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 was authorized to execute said instrument.
they are

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



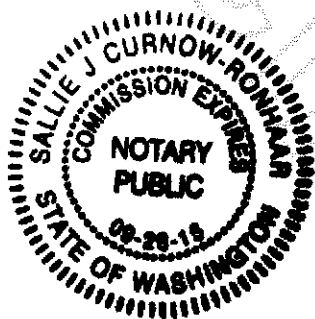
[Signature]
PRINTED NAME Sallie J. Curnow-Ronhaar
Notary Public in and for the State of Washington
Washington, residing at Mount Vernon
My Commission Expires 9-26-15


SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT - 2

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 16th day of December, 2013, before me personally appeared Nancy Abbott, to me known to be the Asst Vice President of COLUMBIA STATE BANK, INC., a Washington corporation, the corporation that executed the within and foregoing 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 was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




PRINTED NAME: Sallie J. Curnow-Ronhaar
Notary Public in and for the State of
Washington, residing at Mount Vernon
My Commission Expires 9-26-15.

SUBORDINATION, ATTORNMENMENT AND
NON-DISTURBANCE AGREEMENT - 3



Skagit County Auditor
12/19/2013 Page

3 of

3 12:47PM

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