

RETURN ADDRESS:

LIBERTY BAY BANK
19917 Seventh Avenue
N.E.
Suite 101
Poulsbo, WA 98370-6555



201403180032

Skagit County Auditor \$80.00
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LAND TITLE OF SKAGIT COUNTY

NOTICE: THIS SUBORDINATION OF LIEN 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.

SUBORDINATION OF LIEN

Reference # (if applicable): 148438-O/1151

Additional on page ____

Grantor(s):

1. Piazza Holdings, LLC

200805140044

201403180030

Grantee(s)

1. LIBERTY BAY BANK

Legal Description: Lots 1 & 3, BSP MV-1-91; Ptn NE 1/4 Of NE 1/4, 18-34-4 E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 8007-000-001-0000 (P26220) & 8007-000-003-0002 (P99037)

THIS SUBORDINATION OF LIEN dated March 14, 2014, is made and executed among Washington Federal Savings FKA Horizon Bank ("Lienholder"); Piazza Holdings, LLC ("Borrower"); and LIBERTY BAY BANK ("Lender").

**SUBORDINATION OF LIEN
(Continued)**

Loan No: 8000801151

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SUBORDINATED INDEBTEDNESS. Lienholder has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Promissory Note dated May 12, 2008, in the original principal amount of \$1,714,999.96 from John J. Piazza and Dorothy Ann Piazza to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

SUBORDINATED LIEN. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a lien document, dated May 12, 2008, to Lienholder (the "Subordinated Lien") and recorded in Skagit County, State of Washington as follows:

Assignment of Rents recorded on May 14, 2008 at the office of Skagit County Auditor, Auditor's Filing Number 200805140044.

REAL PROPERTY DESCRIPTION. The Subordinated Lien covers the following described real property (the "Real Property") located in Skagit County, State of Washington:

Lots 1 and 3, Mount Vernon Binding Site Plan No. MV-I-91, approved April 18, 1991, and recorded April 19, 1991, in Volume 9 of Short Plats, page 350, under Auditor's File No. 9104190001, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M.

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

The Real Property or its address is commonly known as 224 Stewart Road (Affects Lot 1) and 2301 Market Street, Mt. Vernon, WA 98273. The Real Property tax identification number is 8007-000-001-0000 (P26220) & 8007-000-003-0002 (P99037).

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Promissory Note dated March 14, 2014, in the original principal amount of \$1,500,000.00 from Piazza Holdings, LLC to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated March 14, 2014, from Borrower to Lender (the "Lender's Lien") and recorded in Skagit County, State of Washington as follows:

Assignment of Rents recorded on March 14, 2014 at the office of Skagit County Auditor, Auditor's Filing Number 201403180030.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lien.

REQUESTED FINANCIAL ACCOMMODATIONS. Lienholder and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Lienholder each represent and acknowledge to Lender that Lienholder will benefit as a result of these financial accommodations from Lender to Borrower, and Lienholder acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Lien and the Subordinated Indebtedness secured by the Subordinated Lien is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Lien. Lienholder also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lienholder, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

LIENHOLDER'S REPRESENTATIONS AND WARRANTIES. Lienholder represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Lienholder which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Lienholder as to the creditworthiness of Borrower; and (D) Lienholder has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Lienholder agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Lienholder's risks under this Subordination, and Lienholder further agrees that Lender shall have no obligation to disclose to Lienholder information or material acquired by Lender in the course of its



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relationship with Lienholder.

LIENHOLDER WAIVERS. Lienholder waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Lienholder, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lienholder also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Lienholder represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lienholder's security interests in Lienholder's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Lienholder agrees upon Lender's request to submit to the jurisdiction of the courts of Kitsap County, State of Washington.



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(Continued)**

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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lienholder, shall constitute a waiver of any of Lender's rights or of any of Lienholder's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lienholder herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

Waive Jury. All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MARCH 14, 2014.

BORROWER:

PIAZZA HOLDINGS, LLC

By: *John Piazza Sr.*

John Piazza Sr., Member of Piazza Holdings, LLC

By: *Dorothy Piazza*

Dorothy Piazza, Member of Piazza Holdings, LLC

LIENHOLDER:

WASHINGTON FEDERAL SAVINGS FKA HORIZON BANK

By: _____

Authorized Signer for Washington Federal Savings FKA Horizon Bank

By: _____

Authorized Signer for Washington Federal Savings FKA Horizon Bank

LENDER:

LIBERTY BAY BANK

X _____

Duane E. Edwards, SVP & Team Leader-Relationship Manager



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**SUBORDINATION OF LIEN
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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lienholder, shall constitute a waiver of any of Lender's rights or of any of Lienholder's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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BORROWER:

PIAZZA HOLDINGS, LLC

By: John Piazza Sr., Member of Piazza Holdings, LLC

By: Dorothy Piazza, Member of Piazza Holdings, LLC

LIENHOLDER:

WASHINGTON FEDERAL SAVINGS FKA HORIZON BANK

By:  Authorized Signer for Washington Federal Savings FKA Horizon Bank

By: Authorized Signer for Washington Federal Savings FKA Horizon Bank

LENDER:

LIBERTY BAY BANK

X Duane E. Edwards, SVP & Team Leader-Relationship Manager



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**SUBORDINATION OF LIEN
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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lienholder, shall constitute a waiver of any of Lender's rights or of any of Lienholder's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lienholder herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

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BORROWER:

PIAZZA HOLDINGS, LLC

By: John Piazza Sr., Member of Piazza Holdings, LLC

By: Dorothy Piazza, Member of Piazza Holdings, LLC

LIENHOLDER:

WASHINGTON FEDERAL SAVINGS FKA HORIZON BANK

By: Authorized Signer for Washington Federal Savings FKA Horizon Bank

By: Authorized Signer for Washington Federal Savings FKA Horizon Bank

LENDER:

LIBERTY BAY BANK

Duane E. Edwards
Duane E. Edwards, SVP & Team Leader-Relationship Manager



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this 14th day of March, 20 14, before me, the undersigned Notary Public, personally appeared John Piazza Sr., Member of Piazza Holdings, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Subordination of Lien and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By Karen Ashley
Notary Public in and for the State of WA

Residing at Sedro-Woolley
My commission expires 9-11-2014

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this 14th day of March, 20 14, before me, the undersigned Notary Public, personally appeared Dorothy Piazza, Member of Piazza Holdings, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Subordination of Lien and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By Karen Ashley
Notary Public in and for the State of WA

Residing at Sedro-Woolley
My commission expires 9-11-2014



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CORPORATE ACKNOWLEDGMENT

STATE OF WA

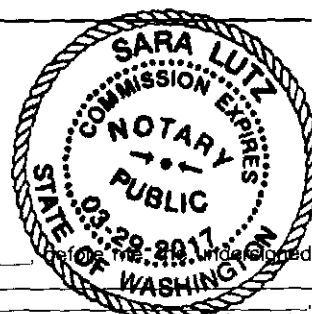
)

COUNTY OF Whatcom

) SS

)

On this 18th day of MARCH, 20 14, before me, the undersigned Notary Public, personally appeared SARA LUTZ



and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Lien and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By [Signature]
Notary Public in and for the State of WA

Residing at Bellingham, WA
My commission expires 3-29-17

CORPORATE ACKNOWLEDGMENT

STATE OF _____

)

COUNTY OF _____

) SS

)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____

and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Lien and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____



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SUBORDINATION OF LIEN
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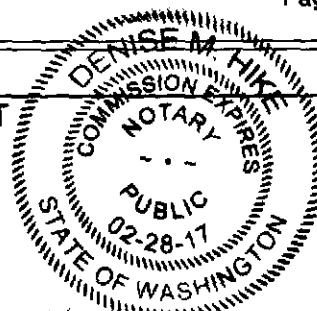
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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Kitsap

) SS
)



On this 14th day of March, 20 14, before me, the undersigned Notary Public, personally appeared Duane E. Edwards and personally known to me or proved to me on the basis of satisfactory evidence to be the **SVP & Team Leader-Relationship Manager**, authorized agent for **LIBERTY BAY BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **LIBERTY BAY BANK**, duly authorized by **LIBERTY BAY BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **LIBERTY BAY BANK**.

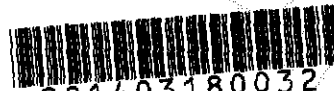
By Denise M. Hike

Residing at Bremerton

Notary Public in and for the State of WA

My commission expires 2-28-17

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