



201607150100

Skagit County Auditor

\$81.00

7/15/2016 Page

1 of

9 1:14PM

**RETURN ADDRESS:**

PEOPLES BANK  
Loan Services Department  
PO Box 233  
LYNDEN, WA 98264



**NOTICE: THIS SUBORDINATION OF DEED OF TRUST 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 DEED OF TRUST**

201506190088

Reference # (if applicable): 201607140123

Additional on page \_\_\_\_

Grantor(s):

1. Summersun Estates, LLC

Grantee(s)

ZAR LLC

Land Title and Escrow

1. PEOPLES BANK

#155-666-S

Legal Description: Lots 1-6, 8-11, 13-17, 19, 23, 26-36, 38-39, 41-50, 52-65, 67-76, Tracts A, B & C; All Within Plat of Summersun Estates, Phase 1 (LU-07-023)

Additional on page 2

Assessor's Tax Parcel ID#: Lot 1 - (#P132905) 6030-000-001-0000; Lot 2 - (#P132906) 6030-000-002-0000; Lot 3 - (#P132907) 6030-000-003-0000; Lot 5 - (#P132909) 6030-000-005-0000; Lot 6 - (#P132910) 6030-000-006-0000; Lot 8 - (#P132912) 6030-000-008-0000; Lot 9 - (#P132913) 6030-000-009-0000; Lot 10 - (#P132914) 6030-000-010-0000; Lot 11 - (#P132915) 6030-000-011-0000; Lot 13 - (#P132917) 6030-000-013-0000; Lot 14 - (#P132918) 6030-000-014-0000; Lot 15 - (#P132919) 6030-000-015-0000; Lot 16 - (#P132920) 6030-000-016-0000; Lot 17 - (#P132921) 6030-000-017-0000; Lot 19 - (#P132923) 6030-000-019-0000; Lot 23 - (#P132927) 6030-000-023-0000; Lot 26 - (#P132930) 6030-000-026-0000; Lot 27 - (#P132931) 6030-000-027-0000; Lot 28 - (#P132932) 6030-000-028-0000; Lot 29 - (#P132933) 6030-000-029-0000; Lot 30 - (#P132934) 6030-000-030-0000; Lot 31 - (#P132935) 6030-000-031-0000; Lot 32 - (#P132936) 6030-000-032-0000; Lot 33 - (#P132937) 6030-000-033-0000; Lot 34 - (#P132938) 6030-000-034-0000; Lot 35 - (#P132939) 6030-000-035-0000; Lot 36 - (#P132940) 6030-000-036-0000; Lot 38 - (#P132942) 6030-000-038-0000; Lot 39 - (#P132943) 6030-000-039-0000; Lot 41 - (#P132945) 6030-000-041-0000; Lot 42 - (#P132946) 6030-000-042-0000; Lot 43 - (#P132947) 6030-000-043-0000; Lot 44 - (#P132948) 6030-000-044-0000; Lot 45 - (#P132949) 6030-000-045-0000; Lot 46 - (#P132950) 6030-000-046-0000; Lot 47 - (#P132951) 6030-000-047-0000; Lot 48 - (#P132952) 6030-000-048-0000; Lot 49 - (#P132953) 6030-000-049-0000; Lot 50 - (#P132954) 6030-000-050-0000; Lot 53 - (#P132957) 6030-000-053-0000; Lot 54 - (#P132958) 6030-000-054-0000; Lot 55 - (#P132959) 6030-000-055-0000; Lot 56 - (#P132960) 6030-000-056-0000; Lot 57 - (#P132961) 6030-000-057-0000; Lot 58 - (#P132962) 6030-000-058-0000; Lot 59 - (#P132963) 6030-000-059-0000; Lot 60 - (#P132964) 6030-000-060-0000; Lot 61 - (#P132965) 6030-000-061-0000; Lot 62 - (#P132966) 6030-000-062-0000; Lot 63 - (#P132967) 6030-000-063-0000; Lot 64 - (#P132968) 6030-000-064-0000; Lot 65 - (#P132969) 6030-000-065-0000; Lot 68 - (#P132972) 6030-000-068-0000; Lot 69 - (#P132973) 6030-000-069-0000; Lot 70 - (#P132974) 6030-000-070-0000; Lot 71 - (#P132975) 6030-000-071-0000; Lot 72 - (#P132976) 6030-000-072-0000; Lot 73 - (#P132977) 6030-000-073-0000; Lot 74 - (#P132978) 6030-000-074-0000; Lot 75 - (#P132979) 6030-000-075-0000; Lot 76 - (#P132980) 6030-000-076-0000  
NGPA TRACT A - (#P132981) 6030-000-999-0001  
NGPA TRACT B - (#P132982) 6030-000-999-0002  
NGPA TRACT C - (#P132981) 6030-000-999-0003  
PATH TRACT A - (#P132984) 6030-000-999-0004  
PATH TRACT B - (#P132985) 6030-000-999-0005

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

Loan No: 5043829-226

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THIS SUBORDINATION OF DEED OF TRUST dated July 13, 2016, is made and executed among ZAR, LLC ("Beneficiary"); Chicago Title Insurance Co. ("Trustee"); Summersun Estates, LLC ("Borrower"); and PEOPLES BANK ("Lender").

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

Loan No: 5043829-226

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

a Promissory Note dated June 15, 2015 in the original principal amount of \$500,000.00.

**SUBORDINATED DEED OF TRUST.** The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated June 15, 2015 from Summersun Estates, LLC; Zakir H. Parpia; Paul J. Woodmansee; Legann M. Woodmansee; Timothy M. Woodmansee; Alexandria L. Woodmansee; Joseph D. Woodmansee; and Kim Woodmansee ("Trustor") to Chicago Title Insurance Co. ("Trustee") in favor of ZAR, LLC ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in Skagit County, State of Washington as follows:

a Deed of Trust recorded June 19, 2015 under recording number 201506190088 in records of Skagit County, WA.

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

The "PLAT OF SUMMERSUN ESTATES PHASE 1 LU-07-023", recorded on November 17, 2015, under Auditor's File No. 201511170046, being a re-recording of 201510150066, records of Skagit County, Washington;

EXCEPT Lots 4, 7, 12, 18, 20, 21, 22, 24, 25, 37, 40, 51, 52, 66 and 67.

Situate in the County of Skagit, State of Washington.

The Real Property or its address is commonly known as Lot 1: 3800 Summersun Street, Lot 2: 3836 Summersun Street, Lot 3: 3848 Summersun Street, Lot 5: 3872 Summersun Street, Lot 6: 3884 Summersun Street, Lot 8: 3900 Summersun Street, Lot 9: 3908 Summersun Street, Lot 10: 3916 Summersun Street, Lot 11: 3924 Summersun Street, Lot 13: 4008 Summersun Street, Lot 14: 4016 Summersun Street, Lot 15: 3909 Summersun Street, Lot 16: 3901 Summersun Street, Lot 17: 3885 Summersun Street, Lot 19: 3801 Summersun Street, Lot 23: 3849 Summersun Street, Lot 26: 3925 Summersun Street, Lot 27: 3933 Summersun Street, Lot 28: 3941 Summersun Street, Lot 29: 4100 Autumn Way, Lot 30: 4064 Autumn Way, Lot 31: 4065 Autumn Way, Lot 32: 4046 Autumn Way, Lot 33: 4040 Autumn Way, Lot 34: 3938 Autumn Way, Lot 35: 3930 Autumn Way, Lot 36: 3922 Autumn Way, Lot 38: 3842 Autumn Way, Lot 39: 3834 Autumn Way, Lot 41: 3818 Autumn Way, Lot 42: 3810 Autumn Way, Lot 43: 3802 Autumn Way, Lot 44: 3803 Autumn Way, Lot 45: 3811 Autumn Way, Lot 46: 3819 Autumn Way, Lot 47: 3827 Autumn Way, Lot 48: 3835 Autumn Way, Lot 49: 3843 Autumn Way, Lot 50: 3915 Autumn Way, Lot 52: 3931 Autumn Way, Lot 53: 3939 Autumn Way, Lot 54: 4039 Autumn Way, Lot 55: 4047 Autumn Way, Lot 56: 4055 Autumn Way, Lot 57: 4063 Autumn Way, Lot 58: 4101 Autumn Way, Lot 59: 4102 McLaughlin Road, Lot 60: 4024 McLaughlin Road, Lot 61: 4018 McLaughlin Road, Lot 62: 4010 McLaughlin Road, Lot 63: 4002 McLaughlin Road, Lot 64: 3928 McLaughlin Road, Lot 65: 3926 McLaughlin Road, Lot 67: 3910 McLaughlin Road, Lot 68: 3844 McLaughlin Road, Lot 69: 3836 McLaughlin Road, Lot 70: 3828 McLaughlin Road, Lot 71: 3820 McLaughlin Road, Lot 72: 3812 McLaughlin Road, Lot 73: 380 McLaughlin Road, Lot 74: 4024 Summersun Street, Lot 75: 4032 Summersun Street, Lot 76: 4108 Autumn Way, Mount Vernon, WA 98274. The Real Property tax identification number is Lot 1 - (#P132905) 6030-000-001-0000; Lot 2 - (#P132906) 6030-000-002-0000; Lot 3 - (#P132907) 6030-000-003-0000; Lot 5 - (#P132909) 6030-000-005-0000; Lot 6 - (#P132910) 6030-000-006-0000; Lot 8 - (#P132912) 6030-000-008-0000; Lot 9 - (#P132913) 6030-000-009-0000; Lot 10 - (#P132914) 6030-000-010-0000; Lot 11 - (#P132915) 6030-000-011-0000; Lot 13 - (#P132917) 6030-000-013-0000; Lot 14 - (#P132918) 6030-000-014-0000; Lot 15 - (#P132919) 6030-000-015-0000; Lot 16 - (#P132920) 6030-000-016-0000; Lot 17 - (#P132921) 6030-000-017-0000; Lot 19 - (#P132923) 6030-000-019-0000; Lot 23 - (#P132927) 6030-000-023-0000; Lot 26 - (#P132930) 6030-000-026-0000; Lot 27 - (#P132931) 6030-000-027-0000; Lot 28 - (#P132932) 6030-000-028-0000; Lot 29 - (#P132933) 6030-000-029-0000; Lot 30 - (#P132934) 6030-000-030-0000; Lot 31 - (#P132935) 6030-000-031-0000; Lot 32 - (#P132936) 6030-000-032-0000; Lot 33 - (#P132937) 6030-000-033-0000; Lot 34 - (#P132938) 6030-000-034-0000; Lot 35 - (#P132939) 6030-000-035-0000; Lot 36 - (#P132940) 6030-000-036-0000; Lot 38 - (#P132942) 6030-000-038-0000; Lot 39 - (#P132943) 6030-000-039-0000; Lot 41 - (#P132945) 6030-000-041-0000; Lot 42 - (#P132946) 6030-000-042-0000; Lot 43 - (#P132947) 6030-000-043-0000; Lot 44 - (#P132948) 6030-000-044-0000; Lot 45 - (#P132949) 6030-000-045-0000; Lot 46 - (#P132950) 6030-000-046-0000; Lot 47 - (#P132951) 6030-000-047-0000; Lot 48 - (#P132952) 6030-000-048-0000; Lot 49 - (#P132953) 6030-000-049-0000; Lot 50 - (#P132954) 6030-000-050-0000; Lot 53 - (#P132957) 6030-000-053-0000; Lot 54 - (#P132958) 6030-000-054-0000; Lot 55 - (#P132959) 6030-000-055-0000; Lot 56 - (#P132960) 6030-000-056-0000; Lot 57 - (#P132961) 6030-000-057-0000; Lot 58 - (#P132962) 6030-000-058-0000; Lot 59 - (#P132963) 6030-000-059-0000; Lot 60 - (#P132964) 6030-000-060-0000; Lot 61 - (#P132965) 6030-000-061-0000; Lot 62 - (#P132966) 6030-000-062-0000; Lot 63 - (#P132967) 6030-000-063-0000; Lot 64 - (#P132968) 6030-000-064-0000; Lot 65 - (#P132969) 6030-000-065-0000; Lot 68 - (#P132972) 6030-000-068-0000; Lot 69 - (#P132973) 6030-000-069-0000; Lot 70 - (#P132974) 6030-000-070-0000; Lot 71 - (#P132975) 6030-000-071-0000; Lot 72 - (#P132976) 6030-000-072-0000; Lot 73 - (#P132977) 6030-000-073-0000; Lot 74 - (#P132978) 6030-000-074-0000; Lot 75 - (#P132979) 6030-000-075-0000; Lot 76 - (#P132980) 6030-000-076-0000  
NGPA TRACT A - (#P132981) 6030-000-999-0001  
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NGPA TRACT C - (#P132981) 6030-000-999-0003  
PATH TRACT A - (#P132984) 6030-000-999-0004  
PATH TRACT B - (#P132985) 6030-000-999-0005.

**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"):

a Promissory Note dated July 13, 2016 in the original principal amount of \$5,000,000.00.

**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 July 13, 2016, from Borrower to Lender (the "Lender's Lien") and recorded in Skagit County, State of Washington as follows:

a Deed of Trust dated July 13, 2016 and recorded 7-14-2016 in records of Skagit County, WA.

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 Deed of Trust.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

Loan No: 5043829-226

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

**SUBORDINATION.** The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust 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 Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, 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.

**BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.** Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary 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 Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

**BENEFICIARY WAIVERS.** Beneficiary 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 Beneficiary, (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. 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, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary 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 Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary'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, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of Skagit County, State of Washington.

**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 Beneficiary 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.

**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

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary'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.

**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. (Initial Here \_\_\_\_\_ )

**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 JULY 13, 2016.**

**BORROWER:**

**SUMMERSUN ESTATES, LLC**

**PLLT INVESTMENTS, L.L.C., Member of Summersun Estates, LLC**

By: \_\_\_\_\_  
Paul Woodmansee, Member of PLLT Investments, L.L.C.

**CZZZR, LLC, Member of Summersun Estates, LLC**

By: \_\_\_\_\_  
Zakir Parpia, Member of CZZZR, LLC

**JKW INVESTMENTS, L.L.C., Member of Summersun Estates, LLC**

By: \_\_\_\_\_  
Joseph Woodmansee, Member of JKW Investments, L.L.C.

**BENEFICIARY:**

**ZAR, LLC**

By: \_\_\_\_\_  
Authorized Signer for ZAR, LLC

By: \_\_\_\_\_  
Authorized Signer for ZAR, LLC

**TRUSTEE:**

**CHICAGO TITLE INSURANCE CO.**

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Insurance Co.

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Insurance Co.

**LENDER:**

**PEOPLES BANK**

X \_\_\_\_\_  
Authorized Officer

SUBORDINATION OF DEED OF TRUST  
(Continued)

Loan No: 5043829-226

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared Paul Woodmansee, Member of PLLT Investments, L.L.C., Member of Summersun Estates, LLC; Zakir Parpia, Member of CZZR, LLC, Member of Summersun Estates, LLC; and Joseph Woodmansee, Member of JKW Investments, L.L.C., Member of Summersun Estates, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be members or designated agents of the limited liability company that executed the Subordination of Deed of Trust 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 they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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 (a) member(s) or designated agent(s) of the limited liability company that executed the Subordination of Deed of Trust 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/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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 Deed of Trust 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

SUBORDINATION OF DEED OF TRUST  
(Continued)

Loan No: 5043829-226

Page 5

Waive Jury. All parties to this Subordination hereby waive the right to a jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here WJ/PS)

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 JULY 13, 2016.

BORROWER:

SUMMERSUN ESTATES, LLC

PLLT INVESTMENTS, L.L.C., Member of Summersun Estates, LLC

By: [Signature]  
Paul Woodmansee, Member of PLLT Investments, L.L.C.

CZZZR, LLC, Member of Summersun Estates, LLC

By: [Signature]  
Zakir Parpia, Member of CZZZR, LLC

JKW INVESTMENTS, L.L.C., Member of Summersun Estates, LLC

By: [Signature]  
Paul Woodmansee, Member of JKW Investments, L.L.C.

BENEFICIARY:

ZAR, LLC

By: [Signature]  
Authorized Signer for ZAR, LLC

By: \_\_\_\_\_  
Authorized Signer for ZAR, LLC

TRUSTEE:

CHICAGO TITLE INSURANCE CO.

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Insurance Co.

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Insurance Co.

LENDER:

PEOPLES BANK

x [Signature]  
Authorized Officer

SUBORDINATION OF DEED OF TRUST  
(Continued)

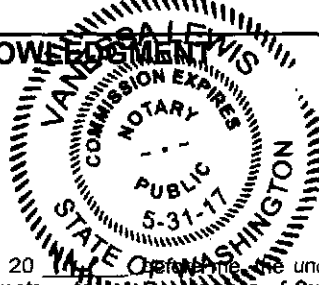
Loan No: 5043829-226

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Snohomish

)  
) SS  
)



On this 13th day of July, 2016, before me, the undersigned Notary Public, personally appeared Paul Woodmansee, Member of PLLT Investments, LLC, Member of Summersun Estates, LLC; Zakir Parpia, Member of CZZR, LLC, Member of Summersun Estates, LLC; and Joseph Woodmansee, Member of JKW Investments, L.L.C., Member of Summersun Estates, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be members or designated agents of the limited liability company that executed the Subordination of Deed of Trust 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 they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

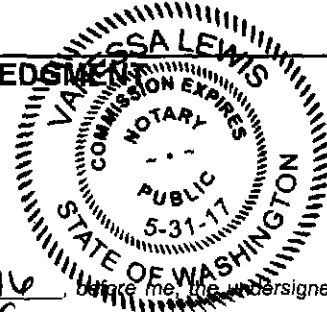
By [Signature]  
Notary Public in and for the State of WA

Residing at Everett, WA  
My commission expires 5/31/2017

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Snohomish

)  
) SS  
)



On this 13th day of July, 2016, before me, the undersigned Notary Public, personally appeared ZAKIR PARPIA OF ZAR, LLC

and personally known to me or proved to me on the basis of satisfactory evidence to be (a) member(s) or designated agent(s) of the limited liability company that executed the Subordination of Deed of Trust 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/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

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

Residing at Everett, WA  
My commission expires 5/31/2017

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 Deed of Trust 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 \_\_\_\_\_



SUBORDINATION OF DEED OF TRUST  
(Continued)

Loan No: 5043829-226

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LENDER ACKNOWLEDGMENT

STATE OF

Washington

COUNTY OF

Skagit

SARA PORTER

) Notary Public, State of Washington

) SS My Commission Expires

) March 16, 2018

On this 14 day of July, 20 16, before me, the undersigned Notary Public, personally appeared Dennis Bae and personally known to me or proved to me on the basis of satisfactory evidence to be the President, authorized agent for PEOPLES BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PEOPLES BANK, duly authorized by PEOPLES 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 PEOPLES BANK.

By

Sara Porter

Notary Public in and for the State of

WA

Residing at

Bellingham WA

My commission expires

March 16, 2018