



201808030060

08/03/2018 03:10 PM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

Return Address

Verizon Wireless
One Verizon Drive
Little Rock, AR 72202
Attention: Serena Green

116249
NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION

SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT
AGREEMENT

Reference #: 201502020099 and 201808030054 Additional on page _____

Grantor: SEATTLE SMSA LIMITED PARTNERSHIP
Grantee: NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION

Legal Description:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, AND THE SOUTHWEST
1/4 OF THE NORTHEAST 1/4 LYING EASTERLY OF THE EASTERLY
LINE OF THE RAILROAD RIGHT-OF-WAY, ALL IN SECTION 18,
TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THAT PORTION CONDEMNED BY DRAINAGE DISTRICT NO. 17
OF SKAGIT COUNTY, WASHINGTON BY DECREE ENTERED IN SKAGIT
COUNTY SUPERIOR COURT CAUSE NO. 5271, AND

EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY BY DEED
RECORDED MAY 6, 1920, UNDER AUDITOR'S FILE NO. 141851, AND

EXCEPT THAT PORTION CONVEYED TO DRAINAGE DISTRICT NO. 17
OF SKAGIT COUNTY, WASHINGTON BY DEED RECORDED MARCH 17,
1932, UNDER AUDITOR'S FILE NO. 249446, AND

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY
DEED RECORDED MAY 5, 1955 UNDER AUDITOR'S FILE NO. 517336,
AND

EXCEPT THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON,
MORE PARTICULARLY DESCRIBED IN JUDGMENT AND DECREE OF
APPROPRIATION FILED MAY 8, 1969 IN SKAGIT COUNTY SUPERIOR
COURT CAUSE NO. 30376.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Verizon Wireless
One Verizon Drive
Little Rock, AR 72202
Attention: Serena Green
(Re: CONWAY LOCATION ID: 1943924)

(Space above this line for recorder's use)

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 19 day of July, 2018, among Northwest Business Development Association, a Washington non-profit corporation, with offices at 9019 E. Appleway Blvd., Suite 200, Spokane Valley, WA 99212 ("Lender"), Bay Baby Produce, Inc., a Washington corporation, with offices at P.O. Box 1030, Burlington, WA 98233 successor in interest to Conway Frontage, LLC ("Landlord"), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware limited partnership, with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to that certain Option and Land Lease Agreement dated January 15, 2015 (as the same may be amended from time to time, the "Lease") between Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest), of premises located at 20408 Conway Frontage Road, Mount Vernon, WA ("Landlord's Property").

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a deed of trust or mortgage on the Landlord's Property ("Trust Deed").

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. Consent. Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement

shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

[SIGNATURES ON FOLLOWING PAGE]

LENDER:

Northwest Business Development Association,
a Washington non-profit corporation

By: Debra L. Shipman
Name: Debra L. Shipman
Title: President

LANDLORD:

Bay Baby Produce, Inc., a Washington corporation

By: Michele Vollogers
Name: Michele Vollogers
Title: President

TENANT:

Seattle SMSA Limited Partnership,
d/b/a Verizon Wireless
by Cellco Partnership, its General Partner

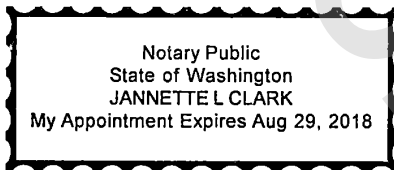
By: Gordon Cook
Name: _____
Title: _____

Gordon Cook
Director - Network Field Engineering

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19th day of July, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Gordon Cook, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director - Network of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Celco Partnership, Its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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



[Signature]
NOTARY PUBLIC in and for the State of WA,
residing at Kirkland
My appointment expires 8/29/2018
Print Name- Jannette L. Clark