

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

U.S. Bank National Association,
9918 Hibert Street, Suite 301
San Diego, CA 92131



201909130157

09/13/2019 03:48 PM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

Space Above this Line for Recorder's Use

Unrecorded Lease

Land Title and Escrow

02-171999-0E

SUBORDINATION OF LEASE

THIS SUBORDINATION OF LEASE is made by Thrive Community Fitness Anacortes, LLC ("Tenant") as of the date set forth below. *Government lots 1 and 2, Section 14, Township 35 North, Range 2 East*

Tenant and Culver Properties LLC ("Landlord") are parties to a lease dated September 1, 2019 (the "Lease"), covering premises (the "Premises") which are located on the real property legally described in Exhibit A attached hereto and made a part hereof, having an address 1609 R Avenue, Anacortes, WA 98221 and a property tax identification number 350219-0-040-0100, P118625.

AF# 20190913_0154

U.S. BANK NATIONAL ASSOCIATION ("Bank") has made or may make a loan or loans to Landlord directly or indirectly secured by one or more mortgages or deeds of trust covering the Premises (as modified, supplemented, renewed, extended, consolidated, increased or replaced from time to time, and which mortgages or deeds(s) of trust may secure future advances made by Bank, collectively the "Mortgage/Deed of Trust").

As a condition to any such loan, Bank has required that the Lease be subordinate to the Mortgage/Deed of Trust.

Tenant hereby covenants that the Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises, including but not limited to any option or right of first refusal to purchase all or any portion of the Premises, or any acquisition of title to the Premises or any portion thereof by Tenant while the Mortgage/Deed of Trust may be in effect, are and shall be subject and subordinate in all respects to the Mortgage/Deed of Trust and Bank's right, title and interest in the Premises, to any increases in

the amounts secured by the Mortgage/Deed of Trust, and to any renewals, modifications, restatements, replacements, consolidations and extensions thereof. Tenant further acknowledges and agrees that in the event of foreclosure of the Mortgage/Deed of Trust, or in the event that Bank shall acquire the Premises by conveyance in lieu of foreclosure of the Mortgage/Deed of Trust, the Lease shall be terminated and of no further force and effect.

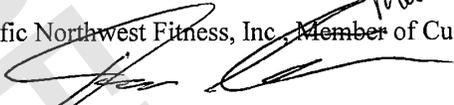
This Subordination of Lease (the "**Agreement**") is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of the Agreement may, on behalf of Tenant, create a microfilm or optical disk or other electronic image of the Agreement that is an authoritative copy as defined in such law. The holder of the Agreement may store the authoritative copy of such Agreement in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed the Agreement as of the date set forth above.

LANDLORD: **Culver Properties LLC**

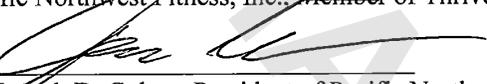
Pacific Northwest Fitness, Inc., ^{Manager} Member of Culver Properties LLC

By: 
Joseph D. Culver, President of Pacific Northwest Fitness, Inc.

By: 
Aaron W. Culver, Secretary of Pacific Northwest Fitness, Inc.

TENANT: **Thrive Community Fitness Anacortes, LLC**

Pacific Northwest Fitness, Inc., ^{Manager} Member of Thrive Community Fitness Anacortes, LLC

By: 
Joseph D. Culver, President of Pacific Northwest Fitness, Inc.

By: 
Aaron W. Culver, Secretary of Pacific Northwest Fitness, Inc.

TENANT ADDRESS:
1609 R Avenue
Anacortes, WA 98221

LENDER:

US Bank N.A.

X _____
Authorized Signor

BANK ADDRESS: U.S. Bank National Association
Attn: SBA Division-Servicing
9918 Hibert Street, Suite 301,
San Diego, CA 92131

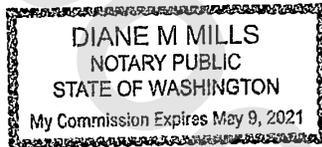
STATE OF Washington)
) SS.
COUNTY OF Skagit)

On 9.12.19, before me, a Notary Public, personally appeared Joseph D. Culver, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 the instrument.

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

WITNESS my hand and official seal.

Signature *Diane Mills* (Seal)



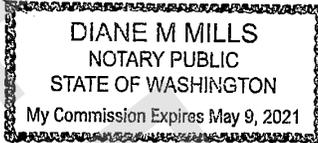
STATE OF Washington)
) SS.
COUNTY OF Skagit)

On 9.12.19, before me, a Notary Public, personally appeared Daron W. Culver, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 the instrument.

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

WITNESS my hand and official seal.

Signature Diane Mills (Seal)



IN WITNESS WHEREOF, the undersigned has executed the Agreement as of the date set forth above.

LANDLORD: **Culver Properties LLC**

Pacific Northwest Fitness, Inc., Member of Culver Properties LLC

By: _____
Joseph D. Culver, President of Pacific Northwest Fitness, Inc.

By: _____
Aaron W. Culver, Secretary of Pacific Northwest Fitness, Inc.

TENANT: **Thrive Community Fitness Anacortes, LLC**

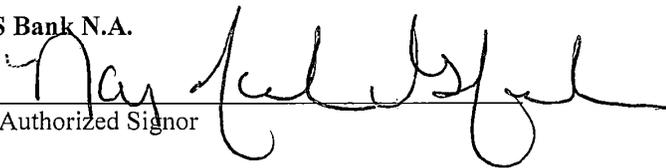
Pacific Northwest Fitness, Inc., Member of Thrive Community Fitness Anacortes, LLC

By: _____
Joseph D. Culver, President of Pacific Northwest Fitness, Inc.

By: _____
Aaron W. Culver, Secretary of Pacific Northwest Fitness, Inc.

TENANT ADDRESS:
1609 R Avenue
Anacortes, WA 98221

LENDER:

US Bank N.A.
X 
Authorized Signor

BANK ADDRESS: U.S. Bank National Association
Attn: SBA Division-Servicing
9918 Hibert Street, Suite 301,
San Diego, CA 92131

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

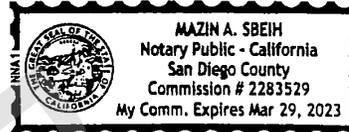
On September 12th, 2019 before me, Mazin A. Sbeih, Notary Public
(insert name and title of the officer)

personally appeared Nancy N. Jacobson Greenfield
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 the 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 



(Seal)

EXHIBIT A

Lot 2B of that certain Boundary Line Adjustment Survey recorded June 6, 2003, under Auditor's File No. 200306060196, being a revision of Lots 2A, 2B, 2C and 2D, "Seafarer's View", as recorded under Auditor's File No. 200112030101, and that certain Boundary Line Adjustment Survey recorded April 29, 2003, under Auditor's File No. 200304290104, records of Skagit County, Washington; being in portions of Government Lots 1 and 2, Section 19, Township 35 North, Range 2 East, W.M., and of "Plate No. 10 Tide and Shore Lands of Section 19, Township 35 North, Range 2 East, W.M., Anacortes Harbor.", according to the official map thereof on file with the State Land Commissioner at Olympia, Washington,

Situate in the City of Anacortes, County of Skagit, State of Washington.