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02/11/2021 10:18 AM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

This instrument prepared by and after
recording return to:
David McConnell
U.S. Bank National Association
Collateral Department
P.O. Box 5308
Portland, OR 97228-5308

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Grantor(s): EVERETT MSO, INC.

Grantee(s): U.S. Bank National Association

Legal Description: Lots 14 to 17, Blk 3, Whitney's 1st Add. To. Anac. (Additional on Exhibit A attached hereto)

Assessor's Tax Parcel or Account Number: P129961

Reference Numbers of Related Documents: 201805020066, and/or Book/Volume/Reel _____,
Page/Image _____ Subordinating an unrecorded lease.

Dated as of: September 9, 2020

Among: EVERETT MSO, INC. ("Tenant"), as grantor
912 32nd St
Anacortes, WA 98221

And: CAMELOT INVESTMENTS, L.L.C. ("Landlord")
15255 Gibraltar Rd
Anacortes, WA 98221

And: U.S. Bank National Association ("Beneficiary"), as grantee
Collateral Department
555 SW Oak
Portland, OR 97204

This Subordination, Non-disturbance and Attornment Agreement (the "Agreement") is made among the above-named Landlord, Tenant and Beneficiary as of the date written above.

RECITALS:

- A. Tenant and Landlord are parties to a lease dated May 1, 2020, as amended by agreements dated _____ (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.

- B. Beneficiary has made or may make a loan or loans to CAMELOT INVESTMENTS, L.L.C. directly or indirectly secured by one or more deeds of trust granted by Landlord or its predecessor in interest covering the Premises (as modified, supplemented, renewed, extended, consolidated, increased or replaced from time to time, and which deed or deeds of trust may secure future advances made by Beneficiary, collectively the "Deed of Trust").

The Deed of Trust includes, without limitation, a deed of trust originally recorded in the office of the County Auditor for Skagit County, Washington, on May 2, 2018, as Reference No. 201805020066, and/or in Book/Volume/Reel _____, on Page/Image _____.

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

- C. Tenant has requested covenants of non-disturbance from Beneficiary.

AGREEMENT

In consideration of the above recitals and of the promises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. **Subordination.** 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 the Premises, or any acquisition of title to the Premises by Tenant during the term of the Deed of Trust, are subject and subordinate to the Deed of Trust and to all of the terms and conditions contained herein, including without limitation any future renewals, modifications, restatements, replacements, increases, consolidations and extensions thereof.

2. **Non-Disturbance.** Beneficiary does hereby agree that the rights of Tenant under the Lease will remain in full force and effect, and its possession of the Premises thereunder will remain undisturbed by Beneficiary during the term of the Lease, and during any renewal or extension thereof in accordance with its terms; provided Tenant has performed and continues to perform all of the covenants and conditions of the Lease to be performed by Tenant and is not in default thereunder beyond any applicable cure period.

3. **Attornment.** Tenant agrees with Beneficiary that if the interest of Landlord in the Premises is transferred to and owned by Beneficiary by reason of foreclosure or other proceedings brought by it, or by any other manner, Tenant is bound to Beneficiary under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Beneficiary were Landlord under the Lease, and Tenant does hereby attorn to Beneficiary as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Beneficiary succeeding to the interest of Landlord in the Premises. Tenant agrees, however, upon the election of and written request by Beneficiary after Beneficiary receives title to the Premises, to promptly execute an instrument in confirmation of the foregoing provisions, satisfactory to Beneficiary, in which Tenant acknowledges such attornment and sets forth the terms and conditions of its tenancy.

4. **Beneficiary Not Bound by Certain Actions or Agreements.** Tenant agrees with Beneficiary that if Beneficiary succeeds to the interest of Landlord under the Lease, Beneficiary is not (a) liable for any action or omission of any landlord under the Lease prior to Beneficiary becoming landlord thereunder ("**Prior Landlord**"), or (b) subject to any offsets or defenses which Tenant might have against any Prior Landlord, or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, or (d) bound by any security deposit which Tenant may have paid to any Prior Landlord, unless such deposit is in an escrow fund available to Beneficiary or was received by Beneficiary from any Prior Landlord, or (e) bound by any amendment or modification of the Lease made without Beneficiary's consent, or (f) bound by any provision in the Lease which obligates Landlord to erect or complete any building or to perform any construction work or to make any

improvements to the Premises or to reimburse Tenant for any construction work or improvements to the Premises. Notwithstanding anything to the contrary herein set forth, in the event Beneficiary becomes the owner of the Premises as a result of a foreclosure, Beneficiary is not bound by any provision of the Lease relating to (a) the application of insurance or condemnation proceeds or the restoration of the Premises by the landlord in the event of a casualty loss thereto or a taking thereof, or (b) restrictions on the use of other properties owned by landlord for purposes which compete with Tenant. Beneficiary has the option either to use any such insurance or condemnation proceeds to restore the Premises in accordance with the Lease or with the provisions of the Deed of Trust or terminate the Lease and retain all such proceeds as its own.

5. Notice; Beneficiary's Right to Perform Under Lease. Tenant must provide Beneficiary with a copy of any written notice that Tenant sends to or receives from Landlord no later than 10 days after transmission or receipt. In the event that Landlord defaults in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant must give written notice thereof to Beneficiary and Beneficiary has the right (but not the obligation) to cure such default. Tenant must not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder, for a period of ten (10) days after receipt of such written notice thereof by Beneficiary with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by Beneficiary with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period because of the nature of such default or because Beneficiary requires time to obtain possession of the Premises in order to cure the default, if Beneficiary proceeds promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter prosecutes the curing of such default with diligence and continuity, then the time within which such default may be cured is extended for such period as may be necessary to complete the curing of the same with diligence and continuity).

6. No Amendment without Beneficiary's Consent; No Conveyance or Encumbrance of Tenant's Estate. Until the Deed of Trust has been fully released, satisfied or reconveyed, (a) Landlord and Tenant agree that the Lease will not be amended without the prior written consent of Beneficiary, and (b) Tenant agrees that Tenant's estate in the Premises will not be conveyed, encumbered or voluntarily subordinated to any lien without the prior written consent of Beneficiary.

7. Successors and Assigns; Certain Defined Terms. The Agreement binds and inures to the benefit of all parties hereto, their successors and assigns. As used herein the term "Tenant" includes Tenant herein specifically named and any party who succeeds to Tenant's interest under the Lease; the words "foreclosure" and "foreclosure sale" as used herein include judicial and non-judicial foreclosure and are also deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Beneficiary" includes Beneficiary herein specifically named and any of its successors and assigns, including anyone who succeeds to Landlord's interest in the Premises by, through or under foreclosure of the Deed of Trust.

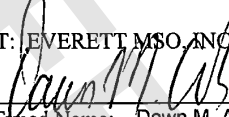
8. Miscellaneous. The Agreement is governed by the law of the state in which the Premises are located. The Agreement will not be modified or amended except in writing signed by the parties hereto. The use of the neuter gender in the Agreement is deemed to include any other gender, and words in the singular number are held to include the plural, when the context requires.

9. Electronic Records. Without notice to or consent of Tenant, Beneficiary may create electronic images of this Agreement and destroy paper originals of any such imaged documents. Such images have the same legal force and effect as the paper originals and are enforceable against Tenant and any other parties thereto. Beneficiary may convert the Agreement into a "transferrable record" as such term is defined under, and to the extent permitted by, applicable law, with the image of such instrument in Beneficiary's possession constituting an "authoritative copy." If Beneficiary agrees, in its sole discretion, to accept delivery by telecopy or PDF of an executed counterpart of a signature page of the Agreement or other document required to be delivered under the Agreement, such delivery will be valid and effective as delivery of an original manually executed counterpart of such document for all purposes. If Beneficiary agrees, in its sole discretion, to accept any electronic signatures of the Agreement or other document

required to be delivered under the Agreement, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Beneficiary may rely on any such electronic signatures without further inquiry.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date shown in the notarial acknowledgment, effective as of the date set forth above.

TENANT: EVERETT MSO, INC.

By: 
Printed/Typed Name: Dawn M. Arnevik
Title, if applicable: Vice President, Real Estate

By: _____
Printed/Typed Name: _____
Title, if applicable: _____

LANDLORD:
CAMELOT INVESTMENTS, L.L.C.
a/an Washington Limited Liability Company

By: _____
Name and Title: Barbara A Heimann, Manager

BENEFICIARY:

U.S. Bank National Association

By: _____
Name and Title: David McConnell, Officer

required to be delivered under the Agreement, the words "execution," "signed," and "signature," and words of like import, in or referring to any document so signed will be deemed to include electronic signatures and/or the keeping of records in electronic form, which will be of the same legal effect, validity and enforceability as a manually executed signature and/or the use of a paper-based recordkeeping system, to the extent and as provided for in any applicable law. Beneficiary may rely on any such electronic signatures without further inquiry.

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TENANT: EVERETT MSO, INC.

By: _____
Printed/Typed Name: _____
Title, if applicable: _____

By: _____
Printed/Typed Name: _____
Title, if applicable: _____

LANDLORD:
CAMELOT INVESTMENTS, L.L.C.
a/an **Washington Limited Liability Company**

By: 
Name and Title: **Barbara A Heimann, Manager**

BENEFICIARY:

U.S. Bank National Association

By:  
Name and Title: **David McConnell, Officer**

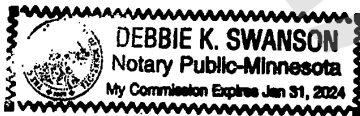
TENANT NOTARIZATION

STATE OF Minnesota)
) ss.
 COUNTY OF Hennepin)

I certify that I know or have satisfactory evidence that Dawn M. Arnevik
[Name(s) of Person(s)]
 is/are the person(s) who appeared before me, and said person(s)
 acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute
 the instrument and acknowledged it as the Vice President, Real Estate
[Type of Authority, if any, e.g., officer, trustee]
 of Everett MSO, Inc.
[Name of Entity on whose behalf the document was executed]
 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/9/2020

(Seal or Stamp)



Debbie K. Swanson
 Printed Name: Debbie K. Swanson
 Title: Notary Public-MN
 My appointment expires: 1/31/2024

LANDLORD NOTARIZATION

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Barbara A Heimann** is/are the person(s) who appeared
 before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they
 was/were authorized to execute the instrument and acknowledged it as the **Manager** of **CAMELOT**
INVESTMENTS, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the
 instrument.

Dated: _____

(Seal or Stamp)

Printed Name: _____
 Title: _____
 My appointment expires: _____

TENANT NOTARIZATION

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
[Name(s) of Person(s)]
 _____ is/are the person(s) who appeared before me, and said person(s)
 acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute
 the instrument and acknowledged it as the _____
[Type of Authority, if any, e.g., officer, trustee]
 _____ of _____
[Name of Entity on whose behalf the document was executed]
 _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

Printed Name: _____
 Title: _____
 My appointment expires: _____

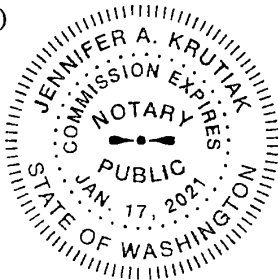
LANDLORD NOTARIZATION

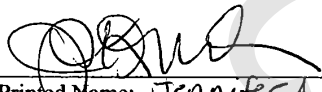
STATE OF WASHINGTON)
) ss.
 COUNTY OF SKagit)

I certify that I know or have satisfactory evidence that **Barbara A Heimann** is/are the person(s) who appeared
 before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they
 was/were authorized to execute the instrument and acknowledged it as the **Manager** of **CAMELOT**
INVESTMENTS, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the
 instrument.

Dated: 09/15/2020

(Seal or Stamp)




 Printed Name: Jennifer A. Krutak
 Title: Notary
 My appointment expires: 01/17/2021

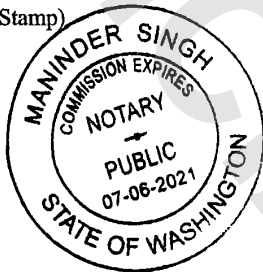
BENEFICIARY (BANK) NOTARIZATION

STATE OF Washington)
COUNTY OF Snohomish) ss.

I certify that I know or have satisfactory evidence that **David McConnell** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/ were authorized to execute the instrument and acknowledged it as the **Officer** of **U.S. Bank National Association** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/18/20

(Seal or Stamp)



Maninder Singh
Printed Name: Maninder Singh
Title: Notary
My appointment expires: 7/6/21

**EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

(Legal Description)

Lots 14 through 17, inclusive, Block 3, "WHITNEY'S FIRST ADDITION TO THE CITY OF ANACORTES," as per plat recorded in Volume 2 of Plats, page 32, records of Skagit County, Washington.

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

Also known as: 912 32nd St, Anacortes, Washington