

**Prepared by and When Recorded Return to:**  
Skyway Towers, LLC  
3637 Madaca Lane  
Tampa, FL 33618  
Attn: Property Management

State: WASHINGTON  
County: SKAGIT  
APN: 360429-3-016-0015/P50319

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

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Subordination"), dated as of January 18<sup>th</sup>, 2022, between Coastal Community Bank, a Washington bank corporation, whose address is 5415 Evergreen Way, Everett, Washington 98203 (hereinafter called "Lender"), and Fifty Five Promotions, LLC, a Washington limited liability company, with a mailing address of 24201 E Knox Avenue, Liberty Lake, Washington 99019-6028 (hereinafter called "Landlord"), and Skyway Towers, LLC, a Delaware limited liability company, with an address of 3637 Madaca Lane, Tampa, Florida 33618 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Landlord gave to Lender a mortgage or deed of trust (the "Mortgage") upon a portion of said property located at 4823 Old Highway 99 North Road, Burlington, in the County of Skagit, State of Washington 98233 (Parcel ID: P50319), and is more fully described as follows (the "Property"):

"The Property is located at 4823 Old Highway 99 North Road, Burlington, in the County of Skagit, State of Washington 98233 and described as follows:

**LEGAL DESCPTION OF PROPERTY:**

Parcel ID: P50319

That portion of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 29, Township 36 North, Ranmge 4 east, W.M., lying Easterly of Old Highway 99 North"; and

AF No.: 202108020133

AF No.: Unrecorded

WHEREAS, said Mortgage was dated July 28, 2021, for the original principal sum of \$1,200,000.00, and recorded on August 2, 2021, as Instrument/Document No.: 202108020133, in the Skagit County Records in the State of Washington ("Mortgage"); and

WHEREAS, Landlord and Tenant have entered into a ground lease Agreement dated January 18<sup>th</sup>, 2022 (collectively, the "Agreement"), which Lender hereby consents to, covering a portion of the Property (the "Leased Premises"); and

WHEREAS, Tenant desires assurances of continued occupancy of the Leased Premises under and subject to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. So long as the Agreement remains in full force and effect, the Agreement is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Property forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Agreement.

2. In the event Lender takes possession of the Property as lender-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Lender agrees not to affect or disturb Tenant's right to possession of the Leased Premises and any of Tenant's other rights under the Agreement in the exercise of Lender's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Agreement.

3. In the event that Lender succeeds to the interest of Landlord or other Landlord under the Agreement and/or to title to the Property, Lender and Tenant hereby agree to be bound to one another under all of the terms, covenants, and conditions of the Agreement; accordingly, from and after such event, Lender and Tenant will have the same remedies against one another for the breach of an agreement contained in the Agreement as Tenant and Landlord had before Lender succeeded to the interest of Landlord; provided, however, that Lender will not be:

(a) personally liable for any act or omission of any prior Landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Agreement (one month, year, etc.) in advance to any prior Landlord (including Landlord).

4. In the event that Lender or anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Mortgage, or upon the sale of the Property by Lender or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Agreement by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants, and conditions of the Agreement.

5. Lender understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Lender will acquire no interest in any furniture, equipment, trade fixtures, and/or other property installed by Tenant on the Leased Premises. Lender hereby expressly waives any interest which Lender may have or acquire with respect to such furniture, equipment, trade fixtures, and/or other property of Tenant now, or hereafter, located on or affixed to the Leased Premises or any portion thereof, and Lender hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Subordination will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees of Tenant which are permitted under the Agreement. The term "Lender", when used in this Subordination will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through, or under Lender and/or the Mortgage, whether directly or indirectly.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**



**LENDER:**

Coastal Community Bank, a  
Washington bank corporation

By: *[Signature]*  
Name: Keith Mines  
Title: SVP  
Date: 1-12-22

**LENDER ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF King )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January  
2022, by Keith Mines [name of representative], the SVP  
[title] of Coastal Community Bank, a Washington bank corporation, on behalf of the  
corporation, ( ) who is personally known OR ( ) who produced Drivers License as  
identification.

[Affix Notary Seal]



Notary Public: *[Signature]*  
Print Name: Karen Bauer  
My Commission Expires: 9-29-2025

[TENANT SIGNATURE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE]

**TENANT:**

Skyway Towers, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Scott M. Behuniak  
Title: President / COO  
Date: 1-18-22

**TENANT ACKNOWLEDGEMENT**

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2022, by Scott M. Behuniak, as President / COO of Skyway Towers, LLC, a Delaware limited liability company, on behalf of the company, who is personally known.

[Affix Notary Seal]

 Carrie L. Torrey  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG343827  
Expires 8/24/2023

[Signature]  
Print Name: Carrie L. Torrey  
My Commission Expires: 8/24/23