08/15/2022 11:10 AM Pages: 1 of 3 Fees: \$205.50

Skagit County Auditor, WA

After recording return to: Bendich, Stobaugh & Strong 126 NW Canal Street, Suite 100 Seattle WA 98107

SUBORDINATION OF LEASE AGREEMENT

Grantor: McMac, LLC

Grantee: Evergreen Business Capital

Legal description: Ptn. SW SW, 5-34-4E, W.M.

Tax Parcel ID#: P23564 / 340405-3-001-0004

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. IT IS RECOMMENDED THAT PRIOR TO EXECUTION OF THIS SUBORDINATION AGREEMENT THE SUBORDINATOR CONSULT WITH HER ATTORNEY.

The undersigned subordinator agrees as follows:

- 1. McMac, LLC, referred to herein as "Subordinator", is the lessee of an unrecorded lease with Pease Rd Northwest LLC covering the premises described at attached Exhibit "A."
- 2. Pease Rd Northwest LLC owns the real property described in Paragraph 1 and is referred to herein as "Owner."
- 3. Owner has executed, or is about to execute, a deed of trust in favor of Evergreen Business Capital ("CDC") to secure a note in the original principal amount of \$504,000.00. This deed of trust and note will be assigned by CDC to the United States Small Business Administration ("SBA"). The deed of trust will be referred to in this document as "the SBA Deed of Trust" and CDC and SBA will be referred to collectively as "Lender." The SBA Deed of Trust was recorded at Skagit County Recording No. **202208150040**
- 4. In consideration of benefits to Subordinator from Owner, receipt and sufficiency of which is hereby acknowledged, and to induce Lender to advance funds under the note and all agreements in connection therewith the Subordinator does hereby unconditionally subordinate its interest in the lease identified in paragraph 1 above to the lien

of the SBA Deed of Trust, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.

- 5. Upon completion of any foreclosure of the SBA Deed of Trust, Subordinator's leasehold interest in the premises will be automatically terminated.
- 6. It is understood by the parties hereto that Lender would not make the loan secured by the SBA Deed of Trust without this agreement.
- 7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the lease above mentioned to the SBA Deed of Trust and shall supersede and cancel any prior agreements as to such.
- 8. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and <u>vice versa</u>. Gender and number of pronouns are considered to conform to undersigned.

McMac, LLC

Michael J. McDaniel, Member

State of Washington) ss.

County of 5/25/1)

(Seal or stamp)

PUBLIC OMASHMAN

NOTARY PUBLIC in and for the State of Washington

My commission expires: 12-15-23

\AFL\163.09.2

Exhibit A Legal Description

The East 264 feet of the South 825 feet of the Southwest ¼ of the Southwest ¼ of Section 5, Township 34 North, Range 4 East, W.M.,

EXCEPT the following described tract:

Beginning at the Southeast corner of the Southwest ¼ of the Southwest ¼ of said Section 5;

thence West 264 feet;

thence North 530 feet;

thence East 280 feet;

thence South 530 feet;

thence West 16 feet to the point of beginning,

ALSO EXCEPT the following described tract:

Beginning at the Northeast corner of said East 264.00 feet of the South 825.00 feet; thence South 0°30'59" East along the East line of said Southwest ¼ of the Southwest ¼ for a distance of 152.35 feet;

thence North 18°35'55" West for a distance of 36.19 feet to a point of curvature;

thence along the arc of said curve to the right, concave to the Northeast, having a radius of 380.00 feet, through a central angle of 18°04'56" an arc distance of 119.93 feet to a point of tangency;

thence North 0°30'59" West for a distance of 0.63 feet, more or less, to the North line of said South 825.00 feet of the Southwest ¼ of the Southwest ¼ at a point bearing North 89°18'30" West from the point of beginning;

thence South 89°18'30" East along said North line for a distance of 30.01 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

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