

When recorded return to:
Daren Kloes
Coastal Community Bank
10520 19th AVE SE
Everett, WA 98208

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620054516

CHICAGO TITLE
620054516

DOCUMENT TITLE(S)

Subordination, NonDisturbance and Attornment Agreement and Estoppel Certificate

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: *2023 07 200026*
AND UNRECORDED LEASE

Additional reference numbers on page _____ of document

GRANTOR(S)

Back Spins LLC

Additional names on page _____ of document

GRANTEE(S)

Coastal Community Bank

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

Ptn SW SE 23-35-4 (Parcel G BSP 202103090001)

Complete legal description is on page 2 of document

TAX PARCEL NUMBER(S)

P135489 / 8103-000-003-0000

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

AFTER RECORDING RETURN TO:
Coastal Community Bank
10520 19th Avenue SE
Everett WA 982080000

(Space Above This Line For Recording Data)

LOAN NUMBER: 1906008500

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT
AGREEMENT AND ESTOPPEL CERTIFICATE**

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE ("Agreement") is made on July 18, 2023, between Back Spins, LLC, a Washington Limited Liability Company whose address is 953 Hodgin Street Suite _____, Sedro Woolley, Washington 98284 ("Tenant") and Coastal Community Bank whose address is 5415 Evergreen Way, Everett, Washington 98203 ("Lender"), which is organized and existing under the laws of the State of Washington. Hodgin Corner, LLC, a Washington Limited Liability Company, whose address is 103 N Township ST, Sedro Woolley, Washington 98284-1243 ("Landlord") is the fee owner of the following described real property:

Address: 953 Hodgin Street, Sedro Woolley, Washington 98284

Legal Description: PARCEL G, AMENDED GATEWAY BINDING SITE PLAN, APPROVED JANUARY 28, 2021, AND RECORDED MARCH 9, 2021, UNDER AUDITOR'S FILE NO. 202103090001, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel ID/Sidwell Number: P135489 / 8103-000-003-0000

("Property"). The Landlord has given a security interest in the Property to Lender pursuant to an instrument dated July 18, 2023 ("Security Instrument") which was recorded in Skagit County under auditor file number 202307200045, records of County of Skagit, State of Washington. Pursuant to a lease dated June 20, 2023 ("Lease") by and between Tenant and Landlord, Tenant leases all or part of the Property from Landlord more commonly described as Lease of 5,428 square feet on the commercial property located at 983 Hodgin Street, Sedro Woolley, WA 98284 for commercial use ("Premises").

The parties to this Agreement hereby agree as follows:

SUBORDINATION. Except as otherwise provided in this Agreement, the Lease, and all rights of the Tenant under the Lease and to the Property, including without limitation any option to purchase or otherwise acquire title to the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Instrument, and to the rights and interest of the Lender and its successors and assigns, as fully and with the same effect as if the Security Instrument had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Property by Tenant, or its predecessors in interest.

NON-DISTURBANCE. Until the Security Instrument is satisfied and released, Lender agrees that so long as the Tenant is not in default (beyond any period given the Tenant under the Lease to cure such default) in the payment



of rent or in the performance of any of the terms, covenants, or conditions of the Lease, the Lender will not join the Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless required to foreclose the Security Interest, and then only for such purpose and not for the purpose of terminating the Lease. Lender further agrees that the Tenant's possession of the Property and the Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with the Lease, shall not be diminished or interfered with by the Lender, and the Tenant's occupancy of the Property shall not be disturbed by the Lender.

ATTORNNMENT. If the interest of the Landlord shall be transferred to and owned by the Lender by reason of foreclosure of the Security Instrument or other proceedings brought in lieu of or pursuant to a foreclosure, or in any other manner, and the Lender succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals of the Lease, with the same force and effect as if the Lender were originally the landlord under the Lease. The Tenant hereby attorns to the Lender as its Landlord, such attornment to be automatically effective immediately upon the Lender's succeeding to the interest of the Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto. The respective rights and obligations of the Tenant and the Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals hereto, shall be and are the same as now set forth in the Lease, the terms of which are hereby fully incorporated herein by reference and made a part of this Agreement.

LENDER NOT BOUND BY CERTAIN ACTS OF LANDLORD. If the Lender shall succeed to the interest of the Landlord under the Lease, the Lender shall not be: (a) liable for any act or omission of Landlord; (b) subject to any offsets or defenses which the Tenant might have against the Landlord; (c) bound by any rent or additional rent which the Tenant might have paid for more than the then current installment; nor (d) bound by any amendment or modification of the Lease made without the Lender's consent.

TENANT REPRESENTATIONS AND WARRANTIES. Tenant, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Improvements. As of the date this Agreement is executed, all contributions required to be paid by Landlord for improvements to the Premises have been paid in full. Landlord has fully performed all obligations with respect to Tenant improvements on the Premises and Tenant has accepted the Premises as is, subject only to those conditions specifically enumerated in the Lease.

No Bankruptcy. There are no actions, whether voluntary or otherwise, pending against the Tenant or any other party responsible for payment of the Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or the law of state.

No Default. Tenant affirms that to the best of his/her knowledge and belief, no party to the Lease is in default under the terms of the Lease. To the best knowledge of the Tenant, no event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default. The interest of the Tenant in the Lease has not been assigned or encumbered. The Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

No Hazardous or Toxic Waste. Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials (collectively, "Hazardous Materials") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of the Tenant's business in compliance with all applicable laws. The term "Hazardous Materials" shall mean: (a) any "hazardous substance" as such term is presently defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) and any regulations promulgated thereunder ("CERCLA"); (b) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of CERCLA;



and (c) any additional substances or materials which are now or hereafter defined as "hazardous substances," "hazardous waste," "toxic substances" or "toxic waste" under any other federal law or under any state, county, municipal or other law applicable to the Premises or under any regulations promulgated pursuant thereto.

Acknowledgment. Tenant hereby acknowledges that Landlord intends to encumber the Property with a real estate security instrument in favor of Lender. Tenant further acknowledges the right of Landlord, Lender and any and all of Landlord's present and future lenders to rely upon the statements and representations of the Tenant contained in this Agreement and further acknowledges that any loan secured by this, and any future, real estate security instruments will be made and entered into in material reliance on this Agreement.

TENANT ESTOPPEL. For the benefit of Lender, Tenant, for itself, its heirs, personal representatives, successors, and assigns, certifies as follows:

Rent Payment. The minimum rent payment currently payable per annum under the terms of the Lease is \$15,000.00 Payment in full has been tendered for all Lease payments through August 1, 2023.

Lease Term. The term of the Lease has commenced and will terminate on June 30, 2028 subject to any renewal or cancellation rights specified in the Lease. Except as specifically provided in the Lease, Tenant does not have an option or right to renew or cancel the Lease, to lease additional space in the Premises, nor to purchase any part of the Premises.

Security Deposit. As required by the terms of the Lease, Tenant has paid to Landlord a security deposit in the amount of \$0.00 which is to be applied by Landlord or returned to the Tenant in accordance with the terms of the Lease. Tenant agrees and consents that Lender will have no responsibility or liability for any security deposit, except where the security deposit has been actually received by Lender.

Complete Lease Attached. Tenant hereby warrants that a copy of the Lease, which includes all amendments, extensions, attachments, and modifications thereof, is attached hereto and is true, correct, complete, and constitutes the entire agreement between the Tenant and Landlord with respect to the Premises as of July 18, 2023. The Lease has not been modified, changed, altered, or amended, other than as attached to this Agreement.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Agreement unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Landlord and Tenant waive notice of Lender's acceptance of this Agreement, defenses based on suretyship, any defense arising from any election by Landlord or Tenant under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

LENDER'S RIGHTS AND REMEDIES. The rights and remedies of the Lender under this Agreement are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under this Agreement and the Security Instrument.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Agreement shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender, Landlord, and Tenant.

ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY. This Agreement shall constitute the entire agreement between Lender, Landlord, and Tenant. Any modification of this Agreement shall be binding only if placed in writing and signed by the Lender, Landlord, and Tenant. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

PARAGRAPH HEADINGS; SINGULAR AND PLURAL TERMS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to interpret this Assignment. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.



GOVERNING LAW; JURISDICTION. This Agreement will be governed by the laws of the State of Washington including all proceedings arising from this Agreement. The parties to this Agreement hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Snohomish County, Washington, and hereby specifically authorize any action brought to enforce the Agreement to be instituted and prosecuted in the appropriate court of the County of Skagit or in the United States District Court for the district assigned to said County and state.

ORAL AGREEMENTS DISCLAIMER. Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.



By signing this Agreement, the parties acknowledge reading, understanding, and agreeing to all its provisions.

Hodgin Corner, LLC

By: Robert W Janicki Date: 7-18-23
Its: Sole Member

BUSINESS ACKNOWLEDGMENT

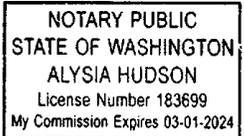
STATE OF WASHINGTON)
COUNTY OF Skagit)

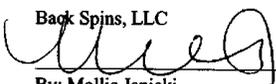
On this the July 18, 2023, before me, Alysia Hudson, a Notary, personally appeared Robert W Janicki, Sole Member on behalf of Hodgin Corner, LLC, a Washington Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Sole Member of Hodgin Corner, LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 03/01/2024
Alysia Hudson
, in and for the state of Washington, residing at Arlington, WA Identification Number 183699

(Official Seal)



Back Spins, LLC

By: Mollie Janicki Date: 7-18-23
Its: Managing Member



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Skagit)

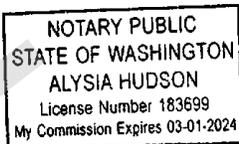
On this the July 18, 2023, before me, Alysia Hudson, a Notary, personally appeared Mollie Janicki, Managing Member on behalf of Back Spins, LLC, a Washington Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Managing Member of Back Spins, LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 03/01/2024

Alysia Hudson

, in and for the state

of Washington, residing at
Arlington, WA



(Official Seal)

By signing this Agreement, Lender acknowledges reading, understanding and agreeing to all of its provisions.

Coastal Community Bank

By: Daren Kloes Date
Its: VP/Relationship Manager



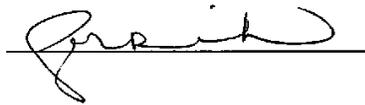
BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Snohomish)

On this the 19th, July 2023, before me, Sarah L. Remick, a Notary Public, personally appeared Daren Kloes, VP/Relationship Manager on behalf of Coastal Community Bank, a(n) Community Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as VP/Relationship Manager of Coastal Community Bank, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 8-14-2023



Notary Public, in and for the state of Washington, residing at

Everett, WA 98208
10520 19th Ave SE.

(Official Seal)



THIS INSTRUMENT PREPARED BY:

Coastal Community Bank
Coastal Community Bank
10520 19th Avenue SE
Everett WA 982080000

