

This Instrument Prepared By:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496
Attention: Office of the General Counsel, Real Estate



Skagit County Auditor
11/14/2014 Page

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\$78.00

Upon Recordation Return to:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496
Attention: Lease Administration

GUARDIAN NORTHWEST TITLE CO.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT - OD#980

DT# 201411140050 Assignment of Lessor # 201411140051 108168-3

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") executed this 10th day of November, 2014, between STANDARD INSURANCE COMPANY, an Oregon corporation ("Mortgagee") and OFFICE DEPOT, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS MOUNT VERNON OFFICE PET PARTNERS, L.P., a Washington limited partnership ("Landlord") and Tenant are parties to that certain lease (the "Lease") dated May 19, 1997 relating to certain premises located in College Way Marketplace Shopping Center at 201-A E. College Way, Mt., Vernon, WA 98273 (the "Premises"), said Premises being more particularly described in the Lease and being situated on a portion of the real property described in **EXHIBIT A** attached hereto and made a part hereof; and

WHEREAS, Mortgagee has committed to make a or has made a mortgage loan to Landlord secured by a Mortgage dated of even date herewith ("Mortgage") covering the Premises;

NOW, THEREFORE, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, and except as provided in this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. In the event of a foreclosure of the Mortgage or should Mortgagee obtain title by deed in lieu thereof, or otherwise, Mortgagee, for itself, its successors or assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure), agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant is not in material default under the Lease beyond any applicable notice and cure period. Mortgagee agrees not to name Tenant as a party defendant in any foreclosure action.

3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Mortgage or otherwise; or (c) to any party acquiring title to the Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment, in form and content reasonably acceptable to Tenant and Mortgagee (but which shall not amend the terms of the Lease or otherwise

diminish Tenant's rights thereunder) with any subsequent titleholder of the Premises.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will use commercially reasonable efforts to deliver to Mortgagee a copy of all notices of default given to Landlord by Tenant. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default within the same period of time as is allowed Landlord under the Lease.

5. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord), except those of a continuing nature; or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), except (i) offsets specifically provided for in the Lease, or (ii) those which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided in Paragraph 4 above; or

(c) bound by any rent or additional charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's consent which would (i) reduce fixed minimum rent, or (ii) reduce any other monetary obligation of Tenant under the Lease.

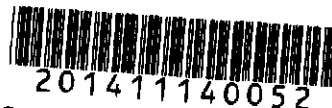
6. Mortgagee consents to the application and disposition of casualty proceeds and condemnation awards in accordance with the Lease.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure) of the parties.

8. Any notices under this Agreement may be delivered by hand or sent by commercial delivery services or United States Postal Service express mail, in either case for overnight delivery with proof of service, or sent by certified mail, return receipt requested, to the following addresses:

To Tenant:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496
Attention: Vice President, Real Estate
Copy To: Office of the General Counsel, Real Estate (same address)



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\$78.00

7 1:12PM

To Mortgagee:

STANDARD INSURANCE COMPANY
STANCORP MORTGAGE INVESTORS, LLC
19225 TANASBOURNE DR.
HILLSBORO, OR 97124
ATTN: MICHELLE YOUNGCLAUS, T3A
SIC Loan No. B4082003

The notice shall be deemed to have been given on the date it was actually received.

9. This Agreement may be executed and delivered in counterparts for the convenience of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

STANDARD INSURANCE COMPANY, an Oregon corporation

ATTEST: Paul M. Freese
NAME: Paul M. Freese
Title: Manager
DATE: November 10, 2014

By: Amy Frazee
Print Name: AMY FRAZEE
Print Title: ASSISTANT Vice President
Date: November 10, 2014

TENANT:

OFFICE DEPOT, INC., a Delaware corporation

By: Daniel J. Depace
Print Name: Daniel J. Depace
Print Title: Senior Director - Real Estate
Date: 10/30/14



To Mortgagee:

STANDARD INSURANCE COMPANY
STANCORP MORTGAGE INVESTORS, LLC
19225 TANASBOURNE DR.
HILLSBORO, OR 97124
ATTN: MICHELLE YOUNGCLAUS, T3A
SIC Loan No. B4082003

The notice shall be deemed to have been given on the date it was actually received.

9. This Agreement may be executed and delivered in counterparts for the convenience of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

STANDARD INSURANCE COMPANY, an Oregon corporation

By: _____
Print Name: _____
Print Title: _____
Date: _____

TENANT:

OFFICE DEPOT, INC., a Delaware corporation

By: _____
Print Name: Daniel J. Depaepe
Print Title: Senior Director - Real Estate
Date: 10/30/14

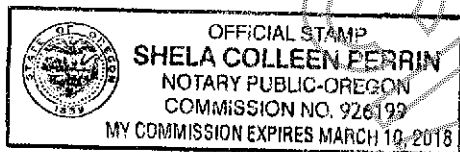


201411140052

STATE OF OREGON)
) SS:
COUNTY OF WASHINGTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that AMY FRAZER and PAUL M. FREESE whose name as ASSISTANT Vice President and Manager of STANDARD Insurance Co. a OREGON corporation, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10th day of November, 2014.



Sheila Colleen Perrin
Notary Public
State of Oregon
My Commission expires: March 10, 2018

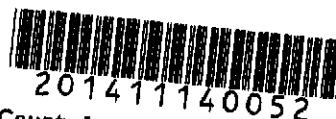
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Daniel J. Depace as Senior Director - Real Estate of OFFICE DEPOT, INC., a Delaware, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

Given under my hand and official seal this 3rd day of October, 2014.



Denise M. Mann
Notary Public
State of Florida
My Commission expires:



STATE OF)
) SS:
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that
of _____, whose name as _____
of _____, a _____ corporation, is signed to the foregoing instrument, who
is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such
officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 2014.

Notary Public
State of
My Commission expires:

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take
acknowledgments, personally appeared Daniel J. Depace as Senior Director – Real Estate of OFFICE DEPOT, INC., a
Delaware, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged
that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and
that the instrument is the act and deed of said corporation.

Given under my hand and official seal this 3rd day of October, 2014.



Denise M. Mann
Notary Public
State of Florida
My Commission expires:



EXHIBIT A

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 2 AND 2A, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-94 BSP, APPROVED MAY 31, 1994, AND RECORDED MAY 31, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 77, UNDER AUDITOR'S FILE NO. 9405310129, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

TOGETHER WITH THAT PORTION OF LOT 3A, SAID BINDING SITE PLAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3A; THENCE WEST, 504.00 FEET ALONG THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF SAID LOT 3A; THENCE NORTH 09°48'40" WEST, 36.04 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 89°50'52" EAST, 207.04 FEET; THENCE SOUTH 00°09'08" WEST, 5.00 FEET; THENCE SOUTH 89°50'52" EAST, 214.76 FEET; THENCE NORTH 00°09'08" EAST, 40.35 FEET; THENCE NORTH 89°56'35" EAST, 87.76 FEET TO THE EAST LINE OF SAID LOT 3A; THENCE SOUTH 00°24'07" EAST, 69.83 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT 2B OF SAID MOUNT VERNON BINDING SITE PLAN NO. MV-1-94BSP.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2B; THENCE SOUTH 00°00'00" WEST, 4.72 FEET; THENCE NORTH 90°00'00" EAST, 129.04 FEET; THENCE NORTH 00°00'00" WEST, 4.72 FEET; THENCE SOUTH 90°00'00" EAST, 129.04 TO THE POINT OF BEGINNING.

AND TOGETHER WITH THAT PORTION OF LOT 2B, MOUNT VERNON BINDING SITE PLAN NO. MV1-94 BSP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2B; THENCE NORTH 90°00'00" WEST 0.54 FEET; THENCE NORTH 0°00'00" EAST 149.92 FEET; THENCE SOUTH 90°00'00" EAST 0.54 FEET TO THE EAST LINE OF SAID LOT 2B; THENCE SOUTH 0°00'00" EAST 149.92 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LOT 2 AND 2A DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2B OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-94BSP; THENCE NORTH 00°20'56" WEST, 25.08 FEET; THENCE SOUTH 90°00'00" EAST, 93.06 FEET; THENCE SOUTH 00°00'00" WEST, 25.08 FEET; THENCE NORTH 90°00'00" WEST, 92.91 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THAT PORTION OF LOT 2 AND OF LOT 2B, MOUNT VERNON BINDING SITE PLAN NO. MV1-94 BSP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2B; THENCE NORTH 90°00'00" EAST 92.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST 8.49 FEET; THENCE NORTH 90°00'00" EAST 128.5 FEET; THENCE SOUTH 0°00'00" EAST 13.21 FEET; THENCE NORTH 90°00'00" WEST 128.5 FEET; THENCE NORTH 0°00'00" EAST 4.72 FEET TO THE POINT OF BEGINNING.



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