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Recording requested by,
and when recorded return to:

Skagit County Auditor

\$83.00

6/23/2017 Page

1 of 11 2:19PM

POOR ORIGINAL

UNRECORDED LEASE
DT# 2017-06-23-0077

GUARDIAN NORTHWEST TITLE CO.
113309

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT,
dated as of JUNE 22, 2017 (**Agreement**), by and between Tractor Supply Company, a Delaware corporation, (**Tenant**), having an address at 5401 Virginia Way, Brentwood, Tennessee 37027, B33 Skagit Valley LLC, a Washington limited liability company, (**Landlord**) having an address at 4001 S. Decatur Blvd, Suite 6, Las Vegas, NV 89103, and **UBS AG**, by and through its branch office at 1285 Avenue of the Americas, New York, New York, (**Mortgagee**), having an address at 1285 Avenue of the Americas, New York, New York 10019.

WITNESSETH:

WHEREAS, Tenant has leased from Landlord certain real property and improvements (the "**Demised Premises**") located within a shopping center in the City of Mount Vernon, County of Skagit, State of Washington and more particularly described on **Exhibit "A"** (the "**Shopping Center**"), pursuant to that certain lease dated as of May 18th, 2016 (the "**Lease**");

WHEREAS, by an Assignment of Lease and Rents from Landlord to Mortgagee (the "**Assignment**"), Landlord has assigned or will assign its interest under the Lease to Mortgagee; and

WHEREAS, Mortgagee is or will be the holder of a Mortgage or Deed of Trust from Landlord to Mortgagee (the "**Mortgage**") relating to the Demised Premises;

WHEREAS, Tenant desires that Tenant's right of possession under the Lease shall not be disturbed upon deed in lieu of foreclosure, foreclosure of the Mortgage or Mortgagee's exercise of any remedy against Landlord provided for in the Mortgage or otherwise, and Mortgagee desires to have Tenant attorn to Mortgagee as landlord in such event.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, Tenant, Landlord, and Mortgagee mutually agree as follows:

1. All capitalized terms contained herein and not defined herein shall have the meaning assigned to such term in the Lease.
2. Mortgagee acknowledges that it has received an executed copy of the Lease and consents to and approves of the Lease and all of the terms and conditions therein.

- UNNOTIFIED
3. Tenant's interest in the Lease and all rights of Tenant thereunder shall be and are hereby declared subject and subordinate to the Mortgage upon the Demised Premises and its terms, and the term "Mortgage" as used herein shall also include all advances made or to be made under the Mortgage and any amendment, supplement, modification, renewal, refinancing or replacement thereof.
 4. Landlord and Tenant represent and warrant that the Lease is in full force and effect as of the date hereof.
 5. Tenant hereby agrees that if Mortgagee delivers a written notice to Tenant pursuant to an Assignment of Rents directing that all rents under the Lease be paid directly to Mortgagee, then Tenant shall pay all rents which become due under the Lease from and after the date of Tenant's receipt of such notice directly to Mortgagee at the address specified by Mortgagee from time to time. Landlord consents to this Section 5 and agrees that Tenant may rely solely upon Mortgagee's written demand regardless of any dispute between Landlord and Tenant. Landlord hereby releases and discharges Tenant from all liability to Landlord for any rent paid by Tenant to Mortgagee pursuant to this Section 5.
 6. If Mortgagee shall become the owner of the Demised Premises by reason of foreclosure of the Mortgage or otherwise, or if the Demised Premises shall be sold as a result of any action or proceeding to foreclose the mortgage or by a deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without the necessity for executing any new lease, as a direct lease between Tenant, as tenant thereunder, and Mortgagee or other then owner of the Demised Premises, as the landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:
 - a) Tenant shall be bound to Mortgagee or such other new owner under all of the terms, covenants and provisions of the Lease for the remainder of the Term (including any Extension Term, properly noticed) and Tenant hereby agrees to attorn to Mortgagee or such other new owner and to recognize Mortgagee or such other new owner as Landlord under the Lease; provided, however, Tenant shall be under no obligation to pay rent to Mortgagee or such other new owner, until Tenant has received written notice from Mortgagee, or such other new owner, that it has succeeded to the interest of Landlord under the Lease together with such documentation as required to evidence Mortgagee's or such other new owner's right to collect rent; and
 - b) Mortgagee or such other new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the Term (including any Extension Term properly noticed) which terms, covenants and provisions Mortgagee or such other new owner agrees (or shall be deemed to have agreed) to assume and perform.
 7. Mortgagee for itself, its successors and assigns, covenants and agrees with Tenant that, Tenant's possession of the Demised Premises, its right of possession and all other rights of Tenant under the Lease will not be disturbed by virtue of or as a result of any foreclosure of the Mortgage, deed in lieu of foreclosure, or upon the exercise of any remedy against Landlord provided for in the Mortgage by Mortgagee or otherwise.

Mortgagee further covenants and agrees that Tenant shall not be made a party to any action brought by Mortgagee upon the exercise of any remedy against Landlord provided for in the Mortgage or otherwise; provided, however, Mortgagee may join Tenant as a party in any such action if such joinder is necessary under any statute or law for the purpose of effecting the remedies available to Mortgagee under the Mortgage but only for such purpose and not for the purpose of terminating the Lease, or affecting Tenant's possessory or other rights under the Lease.

8. Mortgagee for itself, its successors and assigns, covenants and agrees with Tenant that all condemnation awards and insurance proceeds paid or payable with respect to the Demised Premises and the Shopping Center shall be applied and paid in the manner set forth in the Lease.
9. Tenant agrees, that in the event of Landlord's default under the Lease, Tenant shall accept cure of such default by Mortgagee, within the time limits provided in the Lease, as cure by Landlord.
10. Mortgagee acknowledges and agrees that all personal property, merchandise, furniture, furnishings, signs, equipment, machinery, trade fixtures and trade uses (collectively, "Tenant Property"), whether owned by Tenant or any subtenant or leased by Tenant, installed in or on the Demised Premises, regardless of the manner or mode of attachment, shall remain the property of Tenant and may be removed by Tenant at any time. In no event (including, without limitation, upon a default under the Lease or Mortgage) shall Mortgagee have any liens, rights or claims in the Tenant Property, whether or not all or any part thereof shall be deemed fixtures; and Mortgagee expressly waives all rights of levy, distraint or execution with respect to the Tenant Property. This provision shall be self-operative and effective without the execution of any further instruments on the part of any party hereto.
11. Tenant agrees that upon Mortgagee's obtaining title to the Demised Premises from Landlord under the Mortgage, Mortgagee shall not be bound by any rent which Tenant might have prepaid more than thirty (30) days in advance under the Lease to any prior landlord (including Landlord).
12. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.
13. This Agreement shall be governed by the laws of the state in which the Shopping Center is located.
14. All information, notices or requests provided for or permitted to be given or made pursuant to this Agreement shall be deemed to be an adequate and sufficient notice if given in writing and service is made by any of the following methods:

<u>METHODS OF GIVING NOTICE:</u>	<u>RECEIPT DEEMED TO BE:</u>
Certified mail, return receipt requested	Date of delivery or rejection, or date notice is deemed unclaimed by carrier.

Facsimile	Date on proof of transmission
Hand-delivered	Date of personal delivery
Nationally recognized courier	Date of delivery or rejection, or date notice is deemed unclaimed by carrier.

All notices shall be addressed to the addresses set forth below, or to such other addresses as may from time to time be specified in writing by Tenant, Landlord or Mortgagee to the other parties hereto:

If to Mortgagee:

UBS AG, by and through its branch office at
 1285 Avenue of the Americas, New York, New York
 1285 Avenue of the Americas
 New York, New York 10019
 Attn: Transaction Management – Henry Chung
 Facsimile: (212) 821.2943

If to Landlord:

B33 Skagit Valley LLC
 Attn: Andy Chien
 4001 S. Decatur Blvd, Suite 6
 Las Vegas, NV 89103

Facsimile: (206) 445.0455

If to Tenant:

Lease Administration Department
 Tractor Supply Company
 5401 Virginia Way
 Brentwood, TN 37027
 Facsimile: (615) 440-4132

15. Notwithstanding any provision of this Agreement to the contrary, the liability of Mortgagee under and with respect to the Lease shall be limited to the interest of Mortgagee in the Shopping Center, and any judgment in favor of Tenant or any party claiming by, through or under Tenant against Mortgagee shall be collectible only out of its respective interest in the Shopping Center. In no event shall any judgment for damages be entered against Mortgagee which is in excess of the value of such interest.
16. This Agreement shall be binding upon and inure to the benefit of Tenant, Landlord and Mortgagee, and their successors and assigns.
17. This Agreement may be executed in counterparts, each of which separately shall be



Agreement.

18. Landlord agrees to promptly record this document in the public land records of the county(ies) in which the Demised Premises are located and provide a true and correct copy to Tenant, including all recording information.

19. This Agreement shall automatically expire upon the occurrence of either of the following: (i) the Term of the Lease shall expire or the Lease shall be terminated, or (ii) the loan secured by the Mortgage shall be paid in full by Landlord such that neither Mortgagee nor anyone claiming by or through Mortgagee has an interest in the Shopping Center and the Mortgage shall be released of record.

[Signatures appear on following pages.]



UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year above written.

WITNESSES FOR TENANT:

TENANT:

TRACTOR SUPPLY COMPANY,
a Delaware corporation

Carissa Hood

Print Name: Carissa Hood

Tanya Buckley

Print Name: Tanya Buckley

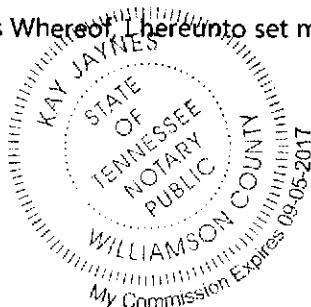
BY: *Clay Teter*

Clay Teter
Sr. Vice President
Real Estate & Construction

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Clay Teter, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Sr. Vice President, Real Estate & Construction, of Tractor Supply Company, a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President.

In Witness Whereof, Hereunto set my hand and official seal this 13 day of June, 2017.



Kay Jaynes

NOTARY PUBLIC: Kay Jaynes
My Commission Expires: 9/5/2017



WITNESSES FOR LANDLORD:

LANDLORD:

B33 Skagit Valley LLC,
a Delaware limited liability company

Heather Szuminski
Print Name: Heather Szuminski

Matt Quispe
Print Name: Matt Quispe

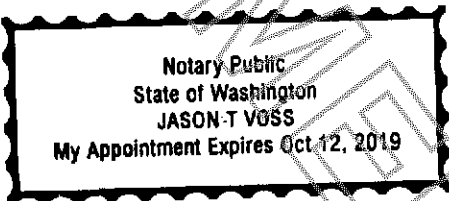
BY: *Andy Chien*
NAME: Andy Chien
TITLE: Authorized Signatory

STATE OF WASHINGTON)
)
COUNTY OF KING)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Andy Chien, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Authorized Signatory of B33 Skagit Valley LLC, a Delaware limited liability company and that he executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal this 16 day of June, 2017.

J T V
NOTARY PUBLIC: JASON T VOSS
My Commission Expires: 10-12-2019



UNOFFICIAL DOCUMENT

WITNESSES FOR MORTGAGEE:

MORTGAGEE:

Print Name: JOE MOSLEY

UBS AG

BY: [Signature]
NAME: Jared Randan
TITLE: Executive Director

Print Name: KEITH EDELSTEIN

BY: [Signature]
NAME: David Schell
TITLE: Executive Director

STATE OF New York)
COUNTY OF New York)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JARED RANDAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be AN EXECUTIVE DIRECTOR of UBS AG, a OF A SWISS (corporation, partnership, limited liability company), and that (s)he executed the foregoing instrument for the purposes therein contained, by signing the name of the CORPORATION by her/himself as AN EXECUTIVE DIRECTOR

BRANCH OFFICE

In Witness Whereof, I hereunto set my hand and official seal this 19th day of June, 2017

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

XIN LIANG ZHU
Notary Public, State of New York
No. 02ZH828321
Qualified in Kings County
Commission Expires July 22, 2017

UNOFFICIAL DOCUMENT

STATE OF New York)
COUNTY OF New York)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared David Seftel with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged her/himself to be the AN EXECUTIVE DIRECTOR of CBS 616 a BRANCH OFFICE OF A SWISS (corporation, partnership, limited liability company), and that (s)he executed the foregoing instrument for the purposes therein contained, by signing the name of the CORPORATION by her/himself as AN EXECUTIVE DIRECTOR

In Witness Whereof, I hereunto set my hand and official seal this 19th day of June 2017

NOTARY PUBLIC
My Commission Expires _____

XIN LIANG ZHU
Notary Public, State of New York
No. 02ZH6286321
Qualified in Kings County
Commission Expires July 22, 2017

EXHIBIT "A" to SNDA

LEGAL DESCRIPTION OF THE SHOPPING CENTER

LEGAL DESCRIPTION:

LOTS 4, 5, 6 AND 7, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-193, ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993 AND RECORDED SEPTEMBER 20, 1993 (IN BOOK 10 OF SHORT PLATS, PAGES 240-246, INCLUSIVE, AS AUDITOR'S FILE NO. 93-9336143); BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED AS AUDITOR'S FILE NO. 2009-0150168

Including without limitation the benefit of the rights and easements granted pursuant to the terms and conditions of that certain Declarations of Reciprocal Easements and Covenants dated April 10, 2013 and recorded with the Skagit County Auditor on August 8, 2013 as Document No. 201308090081 and amended by First Amendment to Declarations of Reciprocal Easements and Covenants dated _____, 2016 and recorded with the Skagit County Auditor on _____, 2016 as Document No. _____

Tax Parcel No. _____

EXHIBIT "A-1"
ITEMS TYPICALLY SOLD BY TENANT

Items Typically Displayed in the Outdoor Display Area: This list is for a typical TSC outside display. Items may vary by region, season and as merchandise is added or dropped from the lineup. Items to be displayed on the sidewalk are noted as "(S)".

LAWN AND GARDEN EQUIPMENT

Push Lawn Mowers (S) Chippers and Shredders (S)
Riding Lawn Mowers (S) Log Splitters (S)
Garden Carts (S) Mow-n-Vacs (S)
Snow Blowers (S)

FENCING MATERIALS

Fencing and Posts (a small sample of fence/gate types to Gates show, selection will be on the sidewalk seasonally)

PET AND LIVESTOCK EQUIPMENT

Dog Kennels (S) Rabbit Pens
Corral Panels Feeding Equipment
Horse Stalls and Mats Watering Tanks
Dog Houses (S)

3-POINT EQUIPMENT

Plows Fertilizer Spreaders
Box/Grader Blades Cultivators
Rakes Harrows
Scoops Tillers
Seeders Rotary Cutters
Bale Carriers Finish Mowers
Sprayers with tanks

OTHER ITEMS

Go Karts (S) Pedal Boats
Trailers (parking lot display) Wheel Barrows (S)
Bagged Pine Shavings (S) Bagged Feed or Fertilizer (S)
Drainage Tile Culverts
Water Pipe (Plastic)

Trailers are typically displayed in excess parking spaces and other areas outside of the fenced