

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CNL Commercial Finance, Inc.
26137 La Paz Road, Suite 102
Mission Viejo, CA 92691



200204240061

Skagit County Auditor

4/24/2002 Page 1 of 7 11:41AM

LAND TITLE COMPANY OF SKAGIT COUNTY S-100426

**ESTOPPEL, CONSENT, SUBORDINATION, NONDISTURBANCE AND ATTORNMEN
T AGREEMENT**

NOTICE: THIS ESTOPPEL, CONSENT, SUBORDINATION, NONDISTURBANCE AND ATTORNMEN
T AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY
THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS ESTOPPEL, CONSENT, SUBORDINATION, NONDISTURBANCE AND
ATTORNMEN T AGREEMENT (the "Agreement") is made and executed as of the 5th day of
March, 2002, by and between CNL COMMERCIAL FINANCE, INC. ("Lender"), and
Consolidated Communications, Inc. DBA Consolidated Cellular ("Lessee").

WHEREAS, Lessee has previously executed one or more unrecorded Leases, dated
December 1, 2000, with John L. Falavolito Family Limited Partnership, as original Lessor,
as at any time amended (the "Lease"), which Lease relates to and encumbers a portion of that
certain real property located in Skagit County, State of Washington, together with certain
improvements now or subsequently located thereon (the "Property"), which Property is more
particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

APN: 8003-000-020-0009 and 8003-000-021-0000

AKA: 632 and 638 Sunset Park Drive, Sedro Woolley, WA 98284

Specifically, the leased premises are described as: 638 Sunset Park Drive, Unit B & C,
Sedro Woolley, WA 98284

WHEREAS, on the condition that all of Lessee's rights in the Property and the Lease (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a mortgage loan (the "Loan") to Lessor, in the principal amount of \$ 1,865,000.00 to provide long term financing for the Property. In connection with the Loan, Lessor has or will be executing a Promissory Note and Deed of Trust with Assignment of Rents, and certain other documents required by Lender to evidence and/or secure Lessor's obligations under the Loan (as at any time amended or supplemented, the "Loan Documents").

NOW, THEREFORE, in consideration of Lender's making the Loan to Lessor, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by Lender and Lessee, Lender and Lessee agree as follows:

1. **Consent and Representations.** Lessee consents to the assignment of the Lease to Lender to secure Lessor's payment of the Loan and Lessor's other obligations under the Loan Documents. Furthermore, Lessee does hereby warrant and represent that:

(a) The Lease is the valid and binding obligation of Lessee, Lessee is not in default under the Lease, and Lessee is not aware of any default by Lessor under the Lease;

(b) No amendments, modifications, or alterations have been made to the Lease except the amendment dated N/A;

(c) Neither Lessee nor Lessor shall agree to any mutual termination, amendment, or modification or renewal of the Lease without the prior written consent of Lender;

(d) Lessee shall give Lender prompt written notice of any default by Lessor under the Lease which notice shall specify the nature of the default;

(e) That notwithstanding anything to the contrary in the Lease, should any default under the Lease occur, Lender shall have sixty (60) days after the receipt of such notice from Lessee, and at the option of the Lender, to cure such default of Lessor. Or, if the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default of Lessor;

(f) All rights of Lessee to terminate the Lease as a result of the occurrence of an event of default thereunder are subject to and conditioned upon Lessee's having first given Lessor written notice of and an opportunity to cure such default as specified herein;

(g) No rent has been pre-paid under the Lease at this time;

(h) The commencement date of the Lease is 12/01/00. The term of the Lease is for a period of Twenty Five (25) years, expiring 12/01/25.

(i) The amount of Four Thousand dollars 4000.00 is held by Lessor as a security deposit; and



200204240061

Skagit County Auditor

4/24/2002 Page 2 of 7 11:41AM

(j) Lessee agrees not to assign, transfer, mortgage, or otherwise encumber the Lease Rights or any interest therein. Lessee further agrees not to sublet the Property or any part thereof, without the prior written consent of Lender and any attempt to do so without such consent shall be void as to Lender.

(k) Lender is under no obligation or duty to see to the application of such proceeds by the persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than there provided for in such agreements shall not defeat the subordination herein made in whole or in part.

2. Non-Disturbance. If Lender or any successor shall succeed to the interest of Lessor by foreclosure, deed in lieu thereof or otherwise, so long as Lessee is not in default (after expiration of any applicable grace period) under the Lease, (a) the Lease shall be deemed to remain in full force and effect as a direct lease between Lender (or its successor) and Lessee, with the same force and effect as if originally entered into with Lender (or its successor); and (b) Lessee's possession of the Property and Lessee's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by Lender (or its successor) after Lender (or its successor) succeed to the interests of Lessor by foreclosure, deed in lieu thereof or otherwise (subject to the provisions of section 3 below).

3. Certain Lender Protections. Notwithstanding the provisions of Section 2 above or the Lease, if Lender (or its successor) shall succeed to the interest of Lessor under the Lease, Lessee agrees as follows: (a) Lender (or its successor) shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Lessee might have against Lessor (or its successor), nor liable for any act, omission, breach or default of Lessor (or its successor); (ii) bound by any rent or additional rent which Lessee shall have paid more than one (1) month in advance to Lessor (or its successor); (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property; (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease, which has not been consented to in writing by Lender (or its successor), other than any amendment or modification which does not materially and adversely affect the value of the Property, the Lease or the cash flows therefrom; or (v) liable for the return of any security deposit made by Lessee unless Lender (or its successor) shall have actually received such security deposit. Upon transfer or assignment of the Property by Lender (or its successor), Lender (or its successor) shall be deemed automatically released from any and all liability under the Lease.

4. No Personal Liability. This Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Lessee for repayment of or otherwise in connection with the Loan.

5. Subordination to Loan Documents and Liens. The Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents, and all liens and security interests of Lender in the property and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents and all liens and security interests of Lender in the property the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease.



200204240061

Skagit County Auditor

6. Attornment. Lessee shall attorn to and recognize any purchaser at a foreclosure sale under the Deed of Trust, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its lessor for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

7. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Lessee, Lender and their respective successors and assigns.

NOTICE: THIS ESTOPPEL, CONSENT, SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE LESSOR TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EXECUTED as of the day and year first above written.

LENDER:

CNL Commercial Finance, Inc.

By: Kenneth E. Schoff

LESSEE:

Consolidated Communications, Inc. DBA
Consolidated Cellular

By: M. Hansen, Secretary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



200204240061

Skagit County Auditor

4/24/2002 Page 4 of 7 11:41AM

Exhibit "A" - Legal Description

Lots 20 and 21, of Binding Site Plan No. SW-01-93, (Sunset Industrial Park) recorded in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington, being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M., and Tracts 14 and 15, "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35.

Situate in the County of Skagit, State of Washington.

INITIAL
HERE

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Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On March 5, 2002 before me, Nancy Sebastianelli, a Notary Public

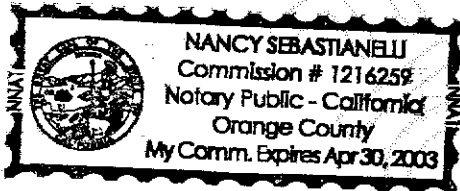
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

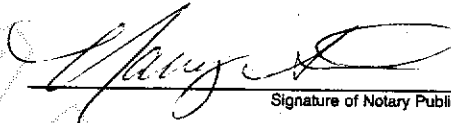
personally appeared Beverly E. Schoff

Name(s) of Signer(s)

☒ personally known to me ~~OR~~ ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer Is Representing: _____



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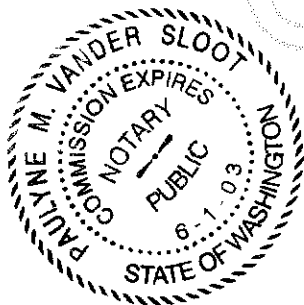
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STATE OF WASHINGTON)

County of Skagit)

On this 5th day of March, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Angel M Hansen, to me known to be the Secretary for Consolidated Communications, Inc. dba Consolidated Cellular, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

GIVEN under my hand and official seal this 5th day of March, 2002



Pauline M. VanderSloot

Paulyne M. VanderSloot

Notary Public in and for the State of Washington

Residing in LaConner, Washington

My Commission expires June 1, 2003



200204240061

Skagit County Auditor

4/24/2002 Page 7 of 7 11:41AM