

Return Address:



200404160020
Skagit County Auditor

4/16/2004 Page 1 of 3 8:45AM

LAND TITLE OF SKAGIT COUNTY

111234-S

Document Title(s) (for transactions contained therein): 1. 2. 3. Estoppel Certificate 4.	
Reference Number(s) of Documents assigned or released: (on page of documents(s))	
Grantor(s) 1. 2. Diva II, LLC 3. 4.	
Additional Names on page of document.	
Grantee(s) 1. 2. 3. Frontier Bank 4.	
Additional Names on page of document.	
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) ptn SE NE 7-34-4	
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account Number P23978 P 24104	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

ESTOPPEL CERTIFICATE

This ESTOPPEL CERTIFICATE is given the 15th day of April 2004, to FRONTIER BANK by **DIVA II, LLC** ("Tenant") under that certain lease agreement dated **January 16, 2004** and recorded under **N/A** number **N/A**, ("Lease") by and among Tenant and **SHDP Associates, LLC**, ("Landlord") relating to that certain real property described in Exhibit "A" attached hereto ("Property").

WHEREAS, Landlord has entered into an agreement with FRONTIER BANK dated April 15, 2004, pursuant to which Landlord has agreed to assign its interest in the Lease to FRONTIER BANK as partial security for a loan be FRONTIER BANK to Landlord:

AND WHEREAS, Tenant consents to the assignment of the Lease to FRONTIER BANK by Landlord and gives this ESTOPPEL CERTIFICATE in order to verify the conditions of the Lease and Landlord's status hereunder.

NOW, THEREFORE, Tenant hereby consents to the assignment of Landlord's interest under the Lease to FRONTIER BANK and certifies to FRONTIER BANK as follows:

- 1) The Lease is in full force and effect and has not been amended except **None**.
- 2) Landlord is presently not in default under the Lease and is in compliance with all Lease provisions.
- 3) The term of the Lease commenced on **March 6, 2004** and runs for a period of **Ten (10) years**.
- 4) The rental payment called for under the Lease is **\$3,750.00** per month subject to adjustment as provided in Paragraph **4**. of the Lease.
- 5) Pursuant to Paragraph **1.1 (i)** of the Lease, there is **Two (2) successive Five (5) years** renewal options.
- 6) Tenant agrees that if Landlord defaults under its loan agreement with FRONTIER BANK or the provisions of the Lease, FRONTIER BANK may manage and operate the Property or may reassign its interest in the Lease, and Tenant agrees that its consent to any such reassignment, if requested, will not be unreasonably withheld;
- 7) Tenant agrees that so long as FRONTIER BANK has not entered premises for the purpose of managing and operating the leasehold property, FRONTIER BANK will have no liability under the Lease, including, without limitation, liability for maintenance and/or repairs;
- 8) If FRONTIER BANK enters the premises and take possession for the purpose of managing and operating the leasehold property, Tenant agrees that all payments due under the Lease and Attributable to that period of time will be made to FRONTIER BANK.
- 9) Tenant agrees not to terminate the Lease despite default be Landlord, without giving FRONTIER BANK at least sixty (60) days prior written notice of the default and an opportunity to cure the default.
- 10) Tenant agrees that any personal property on the premises, in which FRONTIER BANK has a security interest, is severable and may be removed without further consent from Tenant in the event Landlord defaults under the loan or the Lease. Any liens Tenant may have against the personal property will be subordinate to the security interest of FRONTIER BANK in the personal property.
- 11) For and in Consideration of the agreements of FRONTIER BANK contained herein, Tenant hereby subordinates its interest in said property to the interest of FRONTIER BANK under its Deed of Trust recorded under Skagit County Auditors File No. 200404160016



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Skagit County Auditor

TENANT:

DIVA II, LLC

By: Stephen Barker

Stephen Barker

Title: Member

By: Greg Hamper

Greg Hamper

Title: Member

FRONTIER BANK:

By: Don Ralston

Title: Vice President



TENANT

STATE OF WASHINGTON)

)ss

COUNTY OF _____)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgement is the persons whose true signatures appear on this document:

On this 6th day of APRIL, 2004, before me personally appeared **Stephen Barker and Greg Hamper** to me known to be the **Members** of **DIVA II, LLC** the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above-written.

Jeanette L. Rosenthal
Notary Public in and for the State of WASHINGTON
Residing at: 2556 NW 85th St. Seattle WA
My Commission expires: 8-15-07 98117

FRONTIER BANK

STATE OF WASHINGTON)

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COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgement is the person whose true signature appears on this document:

On this 15th day of April, 2004, before me personally appeared Don Ralston to me known to be the Vice-President of **FRONTIER BANK**, a Washington Corporation, the corporation that executed the within and 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 they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above-written.



A. D. Miller
Notary Public in and for the State of WA
Residing at: Kenmore
My Commission expires: 12-20-04



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