

RETURN ADDRESS:

HANMI BANK
SBA LOAN DEPARTMENT
3327 WILSHIRE BLVD.
LOS ANGELES, CA 90010



200703020017

Skagit County Auditor

3/2/2007 Page

1 of

5 9:31AM

CHICAGO TITLE COMPANY
IC39732

LANDLORD'S ESTOPPEL CERTIFICATE

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. NITA, INC.

Grantee(s)

1. HANMI BANK

Legal Description: LOT 1, SP#96-001

Additional on page 2

Assessor's Tax Parcel ID#: 340432-2-050-0100 P106797

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated July 28, 2006, is made and executed among NITA, INC., A WASHINGTON CORPORATION ("Grantor"); HANMI BANK, SBA LOAN DEPARTMENT, 3327 WILSHIRE BLVD., LOS ANGELES, CA 90010 ("Lender"); and B & T ENTERPRISES, LLC ("Landlord").

**LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)**

Loan No: 8846810

Page 2

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated May 3, 1996, which was recorded as follows: A LEASEHOLD ESTATE AS CREATED BY THAT CERTAIN LEASE DATED MAY 03, 1996, EXECUTED BY JOHN WALTON AND VIOLET E. WALTON, AS LESSORS AND SKAGIT PARTNERS III, INC., AS LESSEE, AS REFERENCED IN THAT DOCUMENT ENTITLED 'MEMORANDUM OF LEASE' DATED MAY 03, 1996 AND RECORDED MAY 21, 1996, AS INSTRUMENT NO. 9605210083, OF OFFICIAL RECORDS, FOR THE TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED IN SAID LEASE. AND AS ASSIGNED TO CHAN S. PARK AND MEE YOUNG LEE, BY THAT CERTAIN ASSIGNMENT OF LEASE DATED SEPTEMBER 18, 2001 AND RECORDED DECEMBER 24, 2001, AS INSTRUMENT NO. 200112240012 OF OFFICIAL RECORDS.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in SKAGIT County, State of Washington:

LOT 1 OF SHORT PLAT NO. 96-001, APPROVED MAY 10, 1996, RECORDED MAY 17, 1996, IN VOLUME 12 OF SHORT PLATS, PAGES 100 AND 101, AS AUDITOR'S FILE NO. 9605170034, RECORDS OF SKAGIT COUNTY, WASHINGTON; AND BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

The Real Property or its address is commonly known as 2829 CEDARDALE ROAD, MOUNT VERNON, WA 98274. The Real Property tax identification number is 340432-2-050-0100.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Washington. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.



200703020017
Skagit County Auditor

3/2/2007 Page

2 of

5 9:31AM

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Loan No: 8846810

Page 3

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED JULY 28, 2006.

GRANTOR:

NITA, INC.

By:

SONG C. PAK, President & Secretary of NITA, INC.

Date

LANDLORD:

B & T ENTERPRISES, LLC

By:

Signature for B & T ENTERPRISES, LLC

Date

LENDER:

HANMI BANK

X

Authorized Officer

Date

CORPORATE ACKNOWLEDGMENT

STATE OF

Washington

COUNTY OF

King

)

) SS

)

ESTHER C. KIM

NOTARY PUBLIC

STATE OF WASHINGTON

COMMISSION EXPIRES

AUGUST 19, 2009

On this

20th

day of

October

20 06

before me, the undersigned Notary Public, personally appeared **SONG C. PAK, President & Secretary of NITA, INC.**, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Certificate and in fact executed the Certificate on behalf of the corporation.

By

Esther C. Kim

Residing at

Bothell

Notary Public in and for the State of WA

My commission expires

8/19/2009



200703020017

Skagit County Auditor

3/2/2007 Page

3 of

5 9:31AM

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Loan No: 8846810

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 7 day of FEBRUARY, 20 07, before me, the undersigned
Notary Public, personally appeared TIMOTHY D. HANSON

and personally known to me or proved to me on the basis of satisfactory evidence to be (a) member(s) or designated agent(s) of the limited liability company that executed the Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned; and on oath stated that he or she/they is/are authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

By Michael A. Vernon

Residing at MT. VERNON

Notary Public in and for the State of WA

My commission expires 12/1/07

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned
Notary Public, personally appeared _____ and personally known to me
or proved to me on the basis of satisfactory evidence to be the _____, authorized agent for
the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary
act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and
purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal
affixed is the corporate seal of said Lender.

By _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



200703020017
Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On

7/28/06

Date

before me,

Kyung Min Lee, Notary Public

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

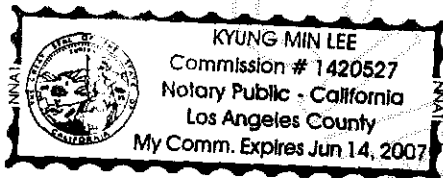
personally appeared

Henry Ma

Name(s) of Signer(s)

☒ personally known to me

☐ 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]
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

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



200703020017

Skagit County Auditor