

RETURN ADDRESS:

Summit Bank
Burlington
723 Haggan Drive
PO Box 805
Burlington, WA 98233



201006090076
Skagit County Auditor

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CHICAGO TITLE

LANDLORD'S ESTOPPEL CERTIFICATE

Reference # (if applicable): 620006633 ✓

Additional on page ____

Grantor(s):

1. WASHINGTON ALDER, LLC

Grantee(s)

1. Summit Bank

Legal Description: PTN. LT. 3, SP7-89

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Assessor's Tax Parcel ID#: 340309-2-005-0009

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated June 7, 2010, is made and executed among WASHINGTON ALDER, LLC; 13421 FARM TO MARKET RD; MOUNT VERNON, WA 98273-8273 ("Grantor"); Summit Bank, Burlington, 723 Haggan Drive, PO Box 805, Burlington, WA 98233 ("Lender"); and Dahlstedt Family Properties LLC 13048 Farm to Market Road ("Landlord").
Mount Vernon, WA 98273

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

Loan No: 1291004792

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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 December 17, 1997, which was recorded as follows: RECORDED MAY 15, 1998 UNDER SKAGIT COUNTY AUDITOR'S NUMBER 9805150005. The following information is a summary of the basic terms and conditions of the Lease: \$450.00 PER ACRE, PER MONTH RENT, TRIPLE NET LEASE.

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:

A LEASEHOLD INTEREST IN

THE SOUTH 966.00 FEET OF LOT 3 OF SKAGIT COUNTY SHORT PLAT NO. 7-89, APPROVED MARCH 1, 1989 AND RECORDED MARCH 2, 1989 IN VOLUME 8 OF SHORT PLATS, PAGES 112 AND 113, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE EAST 210.00 FEET THEREOF;

AND EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 25 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY BANK OF THE EXISTING DRAINAGE DITCH MAINTAINED BY DRAINAGE DISTRICT NO. 19, RUNNING ALONG THE TOE OF THE HILL.

ALSO EXCEPT THAT PORTION CONVEYED FOR RIGHT OF WAY IN DEED RECORDED JUNE 17, 1999, UNDER AUDITOR'S FILE NO. 9906170004, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND ALSO EXCEPT THAT PORTION, IF ANY, CONVEYED BY DEED RECORDED ON JANUARY 22, 1998, UNDER AUDITOR'S FILE NO. 9801220067, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 13421 FARM TO MARKET RD, MOUNT VERNON, WA 98273. The Real Property tax identification number is 340309-2-005-0009.

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.



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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.

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 JUNE 7, 2010.

GRANTOR:

WASHINGTON ALDER, LLC

By: *Richard D Tinney* 6-7-10
RICHARD D TINNEY, PRESIDENT/CEO of WASHINGTON ALDER, LLC Date

By: *Carol J Tinney* 6-7-10
CAROL J TINNEY, Member of WASHINGTON ALDER, LLC Date

LANDLORD:

X *Patricia Dahlbäck*
Norman H Dahlbäck Signature Date

LENDER:

SUMMIT BANK

X *[Signature]* 060710
Authorized Officer Date



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LANDLORD'S ESTOPPEL CERTIFICATE
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 7th day of JUNE, 20 10, before me, the undersigned Notary Public, personally appeared RICHARD D TINNEY, PRESIDENT/CEO of WASHINGTON ALDER, LLC and CAROL J TINNEY, Member of WASHINGTON ALDER, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be members or designated agents 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 they are authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

By Marcie K. Paleck

Residing at Mount Vernon

Notary Public in and for the State of WASHINGTON

My commission expires Oct. 15 2012

MARCIE K. PALECK

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 8th day of JUNE, 20 10, before me, the undersigned Notary Public, personally appeared PATRICIA DAHLSTEDT AND NORMAN DAHLSTEDT, 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.

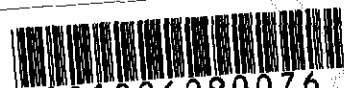
By Marcie K. Paleck

Residing at MOUNT VERNON

Notary Public in and for the State of WASHINGTON

My commission expires 10/15/12

MARCIE K. PALECK



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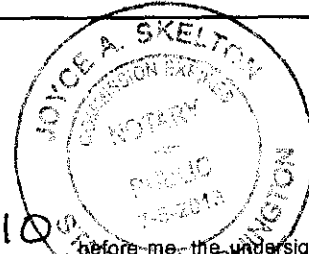
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LENDER ACKNOWLEDGMENT

STATE OF WA

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COUNTY OF SKAGIT



On this 9th day of June, 20 10, before me, the undersigned Notary Public, personally appeared James E. Bishop, II and personally known to me, or proved to me on the basis of satisfactory evidence to be the CEO, authorized agent for Summit Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Summit Bank, duly authorized by Summit Bank 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 in fact executed this said instrument on behalf of Summit Bank.

By Joyce A. Skelton
Notary Public in and for the State of WA

Residing at Sedro-Woolley
My commission expires 7/8/13



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