

RETURN ADDRESS:
MOUNTAIN PACIFIC BANK
COMMERCIAL LENDING
3732 BROADWAY
EVERETT, WA 98201

CHICAGO TITLE
620039725

LANDLORD'S ESTOPPEL CERTIFICATE

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. SKAGIT VALLEY FUEL, LLC

Grantee(s)

1. MOUNTAIN PACIFIC BANK

Legal Description: Ptn NW NE, Sec 19, T 33 N, R 4 EWM

Assessor's Tax Parcel ID#: P119282, ~~P106010~~

P16910 (M)

Additional on page 2

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated February 13, 2020, is made and executed among SKAGIT VALLEY FUEL; a Washington Limited Liability Company, LLC, whose address is 18707 Main St, Conway, WA 98238 ("Grantor"); MOUNTAIN PACIFIC BANK, COMMERCIAL LENDING, 3732 BROADWAY, EVERETT, WA 98201 ("Lender"); and GARY STEWART and SANDRA STEWART, 19649 E CONWAY HILL LN, MOUNT VERNON, WA 98274 ("Landlord").

LANDLORD'S ESTOPPEL CERTIFICATE (Continued)

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 15, 1999, which was recorded as follows: Recorded March 15, 1999 Recording Number: 9903150124; Assignment Recorded November 1, 2006 Recording Number 200611010120. The following information is a summary of the basic terms and conditions of the Lease: A Twenty year lease commencing February 8, 1999 on the real property located at 18707 Main Street Conway, WA 98238.

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:

That portion of the Northwest Quarter of the Northeast Quarter of Section 19, Township 33 North, Range 4 East of the Willamette Meridian, lying East and South of the county roads as conveyed to Skagit County deeds recorded June 12, 1967, under Auditor's File Nos. 700481 and 700482, records of Skagit County, Washington, West of county road commonly known as the Old Pacific Highway, and North of county road commonly known as Fir Island County Road as it existed on August 13, 1962;

EXCEPT that portion, if any, lying within the boundaries of that certain tract conveyed to Skagit County road purposes by deed dated August 11, 1919, recorded April 9, 1920, under Auditor's File No. 141067, records of Skagit County, Washington.

Situated in Skagit County, Washington.

The Real Property or its address is commonly known as 18707 Main St, Conway, WA 98238. The Real Property tax identification number is P119282, P106940. *P16910 MA*

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

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

Page 3

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 FEBRUARY 13, 2020.

GRANTOR:**SKAGIT VALLEY FUEL, LLC**

By:  2-12-20
GURDIP KAUR, Member of SKAGIT VALLEY FUEL, LLC Date


By:  2-12-20
GURSEWAK BRAR, Manager Member of SKAGIT VALLEY FUEL, LLC Date

LANDLORD:

x  2-7-2020
GARY STEWART Date

x  2/7/2020
SANDRA STEWART Date

LENDER:**MOUNTAIN PACIFIC BANK**

x 
LAURIE CARPENTER, Loan Officer Date

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

Page 3

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 FEBRUARY 13, 2020.

GRANTOR:**SKAGIT VALLEY FUEL, LLC**

By: GURDIP KAUR, Member of SKAGIT VALLEY FUEL, LLC Date _____

By: GURSEWAK BRAR, Manager Member of SKAGIT VALLEY FUEL, LLC Date _____

LANDLORD:

x Gary Stewart 2-7-2020
GARY STEWART Date

x Sandra L Stewart 2/7/2020
SANDRA STEWART Date

LENDER:**MOUNTAIN PACIFIC BANK**

x Laurie Carpenter 2/7/2020
LAURIE CARPENTER, Loan Officer Date

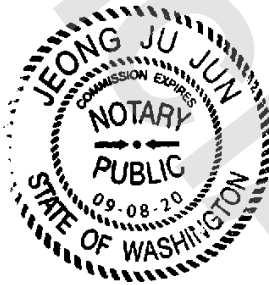
LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF King)

This record was acknowledged before me on Feb. 12, 20 20 by GURDIP KAUR,
Member of SKAGIT VALLEY FUEL, LLC and GURSEWAK BRAR, Manager Member of SKAGIT VALLEY FUEL, LLC.




(Signature of notary public)

Notary Public
(Title of office)

My commission expires:

09-08-20
(date)

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Page 5

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

This record was acknowledged before me on February 7th, 20 20 by GARY STEWART and SANDRA STEWART, a Washington Limited Liability Company.



[Signature]
(Signature of notary public)

Notary Public
(Title of office)

My commission expires:
10/17/2023
(date)

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

Page 6

LENDER ACKNOWLEDGMENTSTATE OF Washington
COUNTY OF Snohomish)
) SS
)This record was acknowledged before me on February 7th 20 20 by LAURIE
CARPENTER as Loan Officer of MOUNTAIN PACIFIC BANK.

(Signature of notary public)

(Title of office)

My commission expires:

(date)