



202010140004

10/14/2020 08:31 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

RETURN ADDRESS:
ISLANDERS BANK
Friday Harbor Branch
225 Blair Avenue
PO Box 909
Friday Harbor, WA 98250

LANDLORD'S ESTOPPEL CERTIFICATE

Reference # (if applicable): 76165

Additional on page ____

Grantor(s):

1. 1st Class Collision Center LLC.

Grantee(s)

1. ISLANDERS BANK

Legal Description: LOT 18, BURLINGTON HILL BUSINESS PARK, PHASE II, BSP

Additional on page ____

Assessor's Tax Parcel ID#: P112920

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated August 27, 2020, is made and executed among 1st Class Collision Center LLC., 4092 Pacific Hwy, Bellingham , WA 98226 ("Grantor"); ISLANDERS BANK, Friday Harbor Branch, 225 Blair Avenue, PO Box 909, Friday Harbor, WA 98250 ("Lender"); and Shelby J Hendrickson, 11013 Grandview Rd, Arlington , WA 98223 ("Landlord").

LANDLORD'S ESTOPPEL CERTIFICATE (Continued)

Loan No: 50121976165

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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 October 1, 2020. The following information is a summary of the basic terms and conditions of the Lease: Commencing upon the Commencement Date and expiring on the "Termination Date" five (5) years thereafter. After the Termination Date, there shall be an option to renew for an additional five (5) years. Lessee is granted an option to purchase the Property.

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 18, BURLINGTON HILL BUSINESS PARK, PHASE II, BINDING SITE PLAN, APPROVED OCTOBER 15, 1997, RECORDED OCTOBER 29, 1997, IN VOLUME 13 OF SHORT PLATS, PAGES 53 THROUGH 56, INCLUSIVE, UNDER AUDITORS FILE NO. 9710290033 AND BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND A PORTION OF THE NORTHWEST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

The Real Property or its address is commonly known as 258 N Hill Blvd, Burlington, WA 98233. The Real Property tax identification number is P112920.

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.

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 AUGUST 27, 2020.

GRANTOR:

1ST CLASS COLLISION CENTER LLC.

By:  9/23/2020
John L. Reichstein, Manager of 1st Class Collision Center LLC. Date

LANDLORD:

X  9/23/2020
Shelby J. Hendrickson Date

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Loan No: 50121976165

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LENDER:

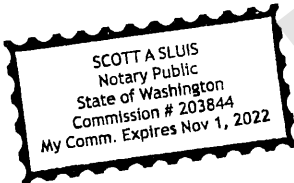
ISLANDERS BANK

X Scott A Sluis, Loan Officer9/23/2020
Date

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WashingtonCOUNTY OF San JuanThis record was acknowledged before me on Sept 23, 2020 by John L Reichstein, Manager of 1st Class Collision Center LLC..Scott A Sluis
(Signature of notary public)Notary
(Title of office)

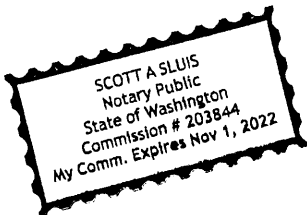
My commission expires:

11/01/2022
(date)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WashingtonCOUNTY OF San JuanThis record was acknowledged before me on Sept 23, 2020 by Shelby J Hendrickson.Scott A Sluis
(Signature of notary public)Notary
(Title of office)

My commission expires:

11/01/2022
(date)

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Loan No: 50121976165

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LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF San Juan)This record was acknowledged before me on September 23rd, 2020 by Scott A Sluis as
Loan Officer of ISLANDERS BANK.Michelle VanLieu
(Signature of notary public)Notary
(Title of office)

My commission expires:

February 7, 2023
(date)