

This Space Provided for Recorder's Use

WHEN RECORDED MAIL TO:

Banner Bank  
Attn: Sherri Gorham  
3005 112th Avenue NE, Suite 100  
Bellevue, Washington 98004

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**LANDLORD'S CONSENT**

Landlord: Housing Authority of Skagit County, a public body corporate and politic of the State of Washington

Tenant: Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership

Abbreviated  
Legal Description: SW NW of Sec. 15, Twp. 34 N., R. 4 E., WM  
Full Legal on Exhibit A

Assessor's Property Tax Parcels or Account Nos.: P24832

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This Landlord's Consent (the "Landlord's Consent") is made as of October 1, 2021, by and among the Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, whose address is 1650 Port Drive, Burlington, Washington 98233 (the "Landlord"), Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership, whose address is 1650 Port Drive, Burlington, Washington 98233 (the "Tenant"), and Banner Bank, whose address is Attn: Justin Russell, 3005 112th Avenue NE, Suite 100, Bellevue, Washington 98004 (the "Bank").

### RECITALS

A. Landlord and Tenant have entered into a Ground Lease Agreement dated as of October 21, 2021 (the "Lease"), pursuant to which the real property described above ("Real Property") and all Improvements (as defined below) were leased to Tenant.

B. Tenant has applied to the Bank for a loan in the total principal amount not to exceed Nine Million Eight Hundred Fifty-Five Thousand and 00/100 Dollars (\$9,855,000.00) (the "Loan").

C. The Loan is secured by a Leasehold Deed of Trust, which encumbers Tenant's present and future interests in the Lease (including the buildings and improvements located thereon, the "Improvements") rents, profits and other income relating thereto (collectively, "Rents") and all now owned and hereafter acquired inventory, furniture, fixtures and equipment which is now or hereafter located on or used in connection with the Real Property (collectively, "Personal Property").

### AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord hereby consents to the Leasehold Deed of Trust and the assignment thereof to the Bank and the Bank's lien on and security interest in Tenant's interest in the Lease, Rents, Improvements and Personal Property (collectively, "Property"), subject to Landlord's rights under the Lease as modified herein.

2. There shall be no cancellation, termination, surrender, acceptance of surrender, or material amendment or modification of the Lease without the Bank's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any two interests or estates in the collateral of the Bank (for example, no merger of the Landlord's interests in the Tenant's interests in the Lease, and no merger of the Tenant's interests in the Lease and/or a security interest therein).

3. Landlord shall, upon serving Tenant with any notice of default, serve a copy of such notice upon the Bank (at the above address or such other address designated by Bank in writing, and in accordance with the requirements of the Lease in terms of giving notice of a change of notices address), and no such notice to Tenant shall be deemed binding upon Bank unless a copy is served upon Bank in the manner provided in the Lease for the giving of notices.

4. In the event of any default by Tenant under the Lease, Landlord agrees not to terminate the Lease without prior written approval of the Bank. Nothing herein shall require the Bank to cure any Lease default. Any voluntary cure by the Bank shall not constitute an assumption of any liability by such Bank nor prejudice the right of such Bank to later contest or continue to contest the validity of the claim of default.

5. Landlord agrees that Bank's name may be added to the loss payable endorsement and/or to the list of additional insureds on any and all insurance policies required to be carried by Tenant under the Lease, and Landlord subordinates any of its rights in any insurance proceeds, as provided by the Lease, to the Bank's rights thereto under the Leasehold Deed of Trust.

6. Landlord agrees that in the event of any default by Tenant, the Bank shall be entitled to all of the rights and protections granted to a holder of a leasehold mortgage under the Lease. To the extent there are any inconsistencies between the Lease and this Landlord's Consent, the terms most beneficial to the Bank shall prevail.

7. Nothing herein contained shall require the Bank, as a condition to exercising the rights specified above, to cure any default under the Lease.

8. No fire or casualty loss claim shall be settled and no agreements will be made in respect of any award or payment in condemnation or eminent domain without in each case the prior written consent of the Bank. If all or any part of the Property is taken or condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, or in the event of fire or casualty loss, Landlord's interest in such proceeds shall be subordinate to those of the Bank under the Leasehold Deed of Trust.

9. No liability for the payment of rent or the performance of any of Tenant's covenants and agreements under a Lease shall attach to or be imposed upon Bank. Landlord acknowledges that Bank shall have no obligation to pay any rent or other amounts owed to Landlord on the Lease until the Bank expressly assumes the Lease obligation.

10. No payment made to the Landlord by Bank shall constitute an agreement that such payment was, in fact, due under the terms of a Lease, and the Bank having made any payment to the Landlord pursuant to the Landlord's wrongful, improper, or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof.

11. The Bank shall be entitled to take a security interest in the rights of Tenant under the Lease and the Improvements and Rents. If Tenant is declared bankrupt and the Lease is, in connection therewith or thereafter, lawfully cancelled or rejected, Landlord shall immediately execute a conveyance of all of its right, title, and interest in and to the Improvements, subject to the Landlord's reversionary interest therein, and a new Lease of the Property, containing the same terms and conditions set forth in the Lease, including provisions of this Landlord's Consent, to the Bank or Bank's nominee, provided that any new Tenant proposed by the Bank is reasonably acceptable to the Landlord.

12. Landlord agrees that Tenant has the right and license to use all Improvements now or hereafter located on the Real Property, subject to the reversionary interest of Landlord upon termination of the Lease, as provided in the Lease.

13. Landlord certifies to Bank as follows:

13.1 The Lease is in full force and effect, is a binding obligation of Landlord and has not been modified or amended, except as reflected in the copy of the Lease provided to Bank.

13.2 The current term of the Lease ends on December 31, 2120.

13.3 Landlord is not in default under the Lease, and knows of no default or event which, but for the passage of time or giving of notice, or both, would constitute a default by Tenant under the Lease.

14. This Landlord's Consent shall be binding upon the parties and their respective successors and permitted assigns.

15. This Landlord's Consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one document.

16. If any proceeding is commenced to interpret or enforce this Landlord's Consent, the prevailing party shall be entitled to recover its reasonable attorney fees at trial, in any appellate proceeding, receivership proceeding or proceeding under any bankruptcy code and post-judgment fees incurred in enforcing any judgment.

17. This Landlord's Consent shall be governed by the laws of the State of Washington.

18. The Recitals are hereby incorporated herein.

19. This Landlord's Consent shall be recorded in the real property records for Skagit County, Washington.


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NOTICE: Housing Authority of Skagit County is organized pursuant to Chapter 35.82 RCW. The following statement is provided pursuant to RCW 35.82.130:

THE OBLIGATIONS OF THE LANDLORD UNDER THIS LANDLORD'S CONSENT SHALL NOT BE A DEBT OF SKAGIT COUNTY, THE STATE OF WASHINGTON OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER SKAGIT COUNTY, NOR THE STATE OF WASHINGTON OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE THEREON, NOR IN ANY EVENT SHALL SUCH OBLIGATIONS OF THE LANDLORD BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE LANDLORD PLEDGED THERETO.

LANDLORD:

Housing Authority of Skagit County,  
a public body corporate and politic of the  
State of Washington

By:   
Melanie Corey  
Its: Executive Director

STATE OF WASHINGTON )  
County of Skagit ) ss.

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/19/2021

  
Notary Public for Skagit Co  
My Commission Expires: 5/1/2023

Notary Public  
State of Washington  
Renee C. Sinclair  
Commission No. 2117022  
My Commission Expires 5/1/2023

[Signatures continued on next page]

TENANT:

Housing Authority of Skagit County  
Mount Vernon Farmworker LLLP,  
a Washington limited liability limited partnership

By: Housing Authority of Skagit County,  
a public body corporate and politic of the  
State of Washington


Its: General Partner

By:   
Melanie Corey  
Its: Executive Director

STATE OF WASHINGTON )  
County of Skagit ) ss.

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the Housing Authority of Skagit County, a public body corporate and politic of the State of Washington, General Partner of Housing Authority of Skagit County Mount Vernon Farmworker LLLP, a Washington limited liability limited partnership, and acknowledged said instrument to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/19/2021

  
Notary Public for Skagit Co.  
My Commission Expires: 5/1/2023

Notary Public  
State of Washington  
Pamela C Sinclair  
Commission No. 207424  
My Commission Expires 5/1/2023

[Signatures continued on next page]

**BANK:**

Banner Bank

By: Dustin Koons  
Dustin Koons, Vice President

STATE OF WASHINGTON )  
County of KING ) ss.

I certify that I know or have satisfactory evidence that Dustin Koons is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Banner Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/19/2021

Dorothy Mann  
Notary Public for WASHINGTON  
My Commission Expires: 09/08/2023

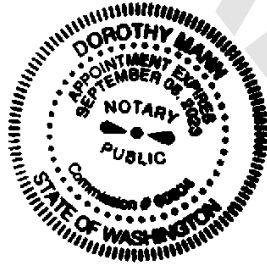


Exhibit A

Legal Description

PARCEL A:

THE SOUTH 616 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 29, 1986 AND RECORDED UNDER AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

AN EASEMENT FOR STORMWATER POND AS ESTABLISHED UNDER OPERATIONS, MAINTENANCE, AND EASEMENT AGREEMENT FOR DRAINAGE AND STORMWATER FACILITIES RECORDED October 21, 2021, UNDER RECORDING NO. 202110210093