

RETURN ADDRESS:

SaviBank
Attn: Loan Operations
208 East Blackburn, Ste
200
Mount Vernon, WA 98273

LANDLORD'S ESTOPPEL CERTIFICATE

Reference # (if applicable): 205931-LT

Additional on page ____

Grantor(s):

1. MW Kemper LLC

Grantee(s)

1. SaviBank

Legal Description: Amended Lot 11, Amended Skagit Regional Airport BSP, Ph. 1

Additional on page 2

Assessor's Tax Parcel ID#: P115569/8012-000-011-0100 & P133020/8012-000-011-0101

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated September 28, 2022, is made and executed among MW Kemper, LLC, a Washington limited liability company ("Grantor"); SaviBank, East College Way, 1725 E. College Way, Mount Vernon, WA 98273 ("Lender"); and Port of Skagit County, 15400 Airport Dr, Burlington, WA 98233 ("Landlord").

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 Borrower 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 November 10, 2015

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:

See Leasehold Interest in Exhibit A, which is attached to this Certificate and made a part of this Certificate as if fully set forth herein.

The Real Property or its address is commonly known as 11937 Higgins Airport Way, Burlington, WA 98233. The Real Property tax identification number is P115569/8012-000-011-0100 & P133020/8012-000-011-0101.

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. To the best of their knowledge, 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 SEPTEMBER 28, 2022.

GRANTOR:

MW KEMPER LLC

By: Mari L Kemper
Mari L Kemper, Manager of MW Kemper LLC

Date 10/5/22

By: Willis L Kemper
Willis L Kemper, Manager of MW Kemper LLC

Date 10/5/22

LANDLORD:

PORT OF SKAGIT COUNTY

By: [Signature]
Signature
for Port of Skagit County

Date 10/6/22

LENDER:

SAVIBANK
X Michael Roozen
MICHAEL ROOZEN, Loan Officer

Date 10/6/22

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WASHINGTONCOUNTY OF SKAGITThis record was acknowledged before me on OCTOBER 5TH 2022 by Mari L. Kemper,
Manager of MW Kemper LLC.

Michael N. Rozen
(Signature of notary public)

NOTARY PUBLIC
(Title of office)

My commission expires:
1-1-2024
(date)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WASHINGTONCOUNTY OF SKAGITThis record was acknowledged before me on OCTOBER 5TH 2022 by Willis L. Kemper,
Manager of MW Kemper LLC.

Michael N. Rozen
(Signature of notary public)

NOTARY PUBLIC
(Title of office)

My commission expires:
1-1-2024
(date)

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTONCOUNTY OF SKAGITThis record was acknowledged before me on OCTOBER 6TH 2022 by

Karmen Separovich Hardy
(Signature of notary public)

Notary Public
(Title of office)

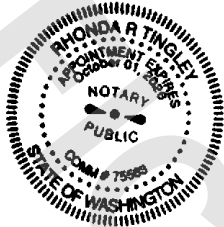
My commission expires:
06/03/2026

(date)

LENDER ACKNOWLEDGMENT

STATE OF WashingtonCOUNTY OF Skagit)
) SS
)

This record was acknowledged before me on October 6th, 2022, by MICHAEL ROOZEN
as Loan Officer of SaviBank.



(Signature of notary public)

(Title of office)

My commission expires:

(date)

EXHIBIT A

Lot 11, AFTER Boundary Line Adjustment, Exhibit "G", Quit Claim Deed - Boundary Line Adjustment, more fully described as follows:

That portion of Lot 9, Amended Skagit Regional Airport Binding Site Plan, Phase 1, No. PL-02-0127, recorded under Skagit County Auditor's File No. 200303040030, being in a portion of the South 1/2 of Section 34, Township 35 North, Range 3 East, W.M. described as follows:

**BEGINNING at the Westerly most corner of said Lot 9, common with Lot 10 of said Amended Skagit Regional Airport Binding Site Plan, Phase 1;
thence North 35°00'00" East along the common line between said Lots 9 and 10 for a distance of 201.33 feet;
thence South 12°46'55" West for a distance of 217.48 feet, more or less, to the Southwesterly line of said Lot 9, also being the Northeasterly right-of-way margin of Higgins Airport Way, at a point bearing South 55°00'00" East from the POINT OF BEGINNING;
thence North 55°00'00" West along said Southwesterly line of Lot 9 for a distance of 82.24 feet to the POINT OF BEGINNING.**

TOGETHER WITH Lot 10, Amended Skagit Regional Airport Binding Site Plan, Phase 1, No. PL-02-0127, recorded under Skagit County Auditor's File No. 200303040030, being in a portion of the South 1/2 of Section 34, Township 35 North, Range 3 East, W.M.

EXCEPT that portion described as follows:

**BEGINNING at the Southeasterly corner of said Lot 10, common with Lot 9 of said Amended Skagit Regional Airport Binding Site Plan, Phase 1;
thence North 35°00'00" East along the common line between said Lots 9 and 10 for a distance of 201.33 feet to the TRUE POINT OF BEGINNING;
thence continue North 35°00'00" East along said common line for a distance of 111.88 feet to the Northeast corner of said Lot 10;
thence North 60°34'34" West along the Northeasterly line of said Lot 10, common with Lots 13 and "G" of said Amended Skagit Regional Airport Binding Site Plan, Phase 1, for a distance of 61.48 feet, more or less, to a point bearing North 4°58'56" East from the TRUE POINT OF BEGINNING;
thence South 4°58'56" West for a distance of 122.31 feet, more or less, to the TRUE POINT OF BEGINNING.**

TOGETHER WITH Lot 11, Amended Skagit Regional Airport Binding Site Plan, Phase 1, No. PL-02-0127, recorded under Skagit County Auditor's File No. 200303040030, being in a portion of the South 1/2 of Section 34, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

END OF EXHIBIT A