

**RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:**

Foster Pepper PLLC
Attention: Terrance J. Keenan
1111 Third Avenue, Suite 3400
Seattle, WA 98101-3299



201102240052
Skagit County Auditor

2/24/2011 Page 1 of 20 12:21PM

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Order Appointing Receiver (to be recorded pursuant to RCW 7.60.060(2)(c))
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A <input type="checkbox"/> Additional reference #s on page _____ of document(s)
GRANTOR(S) (Last name first, then first name and initials) SKAGIT CAPITAL, LLC, a Delaware limited liability company
GRANTEE(S) (Last name first, then first name and initials) JSH PROPERTIES, INC., a Washington corporation, in its capacity as custodial receiver of the property described in Section 3.1 of the attached Order Appointing Receiver, including the real property described on Exhibit A thereto
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) LOTS 1, 2, 4, 5, 6 & 7, MOUNT VERNON BINDING SITE PLAN NO. MV-1-93 ENTITLED SKAGIT VALLEY SQUARE, REC. 9309300143 <input checked="" type="checkbox"/> Complete legal description on Exhibit A to Order Appointing Custodial Receiver
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER P26287; P104612; P104610; P104625; P104614; P104935; P26284; P26285; P26296 <input type="checkbox"/> Assessor Tax # not yet assigned

Tuesday, February 22, 2011

Time: 14:04:40 PST

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SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SKAGIT COUNTY

BANK OF AMERICA, N.A., AS
TRUSTEE FOR THE REGISTERED
HOLDERS OF WACHOVIA BANK
COMMERCIAL MORTGAGE TRUST,
COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2006-C25,

Plaintiff,

v.

SKAGIT CAPITAL, LLC,

Defendant.

No. 10-2-01825-8

ORDER APPOINTING RECEIVER

1. **Hearing.** This matter came before the Court at a hearing upon the motion of Bank of America, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C25 ("Plaintiff"), for appointment of a custodial receiver with respect to certain assets of Defendant Skagit Capital, LLC ("Defendant"). The Court has considered the files and

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60642-0290/LEGAL18772
9/17/10



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Perkins Cole LLP
1201 Third Avenue, Suite 4800
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Phone: 206.359.8000
Fax: 206.359.9000

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records in this case, including the motion, the Declaration of Thomas Shearer, the Declaration of Edward Velton, and any opposition to the motion, has heard the arguments of counsel on the record and is fully advised.

2. **Findings.** The Court, being fully informed, made the following findings:

2.1 Appointment of a receiver is appropriate pursuant to the Deed of Trust and Security Agreement and Fixture Filing executed by Defendant, as grantor for the benefit of Wachovia Bank, predecessor in interest to Plaintiff, as beneficiary, which was recorded on March 31, 2006 under Auditor's/Recorder's No. 200603310305 in the Official Records of Skagit County, Washington (the "Deed of Trust"), of which Plaintiff is now the beneficiary thereunder, and RCW 7.60.025(1)(a), (b), (i), (cc) and (nn); and that the Court otherwise should exercise its inherent equity power to order the appointment of such a receiver.

2.2 JSH Properties, Inc. (the "Receiver") is not interested in the above-captioned action and is competent and qualified to act as the receiver for the Property (as defined herein).

2.3 Notice of Plaintiff's motion has been adequate and proper for the circumstances of this case.

3. **Order.** Based upon the foregoing it is hereby ORDERED as follows:

3.1 **Appointment.** JSH Properties, Inc. is hereby appointed as custodial receiver of the real property (legally described on Exhibit A attached hereto), fixtures, and personal property of the Defendants in which Plaintiff maintains a security interest pursuant to the Deed of Trust (collectively, the "Property"), plus all revenues, rents, security deposits, storage fees, parking fees, lease payments, royalties, issues, profits, revenues and income thereof (the "Rents and Profits", collectively with the Property, the "Collateral"). The

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1 Receiver may at anytime file a motion requesting that it be exonerated, discharged and
2 released from its appointment as receiver.
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4 3.2 **Bond and Oath.** The appointment of the Receiver is effective as of the date
5 of this order, and subject to the Receiver furnishing a bond in the sum of \$10,000 within ten
6 days of the appointment, and conditioned upon its faithful discharge of its duties as receiver.
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8 The cost of the bond will be reimbursed to the Receiver. Entry of this Order, countersigned
9 by the Receiver, evidences the Receiver's acceptance of its rights and duties hereunder and
10 constitutes administration of any required oath of office.
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12

13 3.3 **Powers and Duties.** The Receiver shall have exclusive possession and
14 control over the Collateral with the power and authority to preserve and protect it. The
15 Receiver shall have no authority to wind-up the general affairs of or liquidate the assets of
16 the Defendants. The Receiver may appoint counsel for the Receiver, as the Receiver deems
17 appropriate, and the reasonable fees and expenses of its counsel shall be included and paid
18 as expenses of the receivership. The Receiver shall have all other powers, rights and duties
19 of custodial receivers appointed under Washington law including, without limitation, the
20 following rights, powers and duties:
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23 3.3.1 **Collection of Rents.** The Receiver shall have the power to take all steps
24 reasonably necessary to collect the Rents and Profits from the Property and shall deposit
25 said sums into a segregated account ("Bank Account") at a federally insured bank with
26 branches in the State of Washington. The Receiver shall have the power to present for
27 payment any checks, money orders, and other forms of payment made payable to the
28 Defendants, or such similar names, which constitute or are derived from the Rents and
29 Profits of the Property, endorse same and collect the proceeds thereof, such proceeds to be
30 used and maintained as elsewhere provided herein. The Receiver shall have the sole and
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1 exclusive authority to disburse funds from the Bank Account. The Receiver shall have
2 authority to take possession of bank and other deposit accounts of the Defendants related to
3 the Property, and to open, transfer and change all bank and trade accounts relating to the
4 Property, so that all such accounts are in the name of the Receiver.
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9 3.3.2 Possession of Collateral. The Receiver shall have the right to take and keep
10 possession of the Collateral during the pendency of the above-captioned action.
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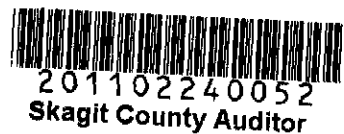
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13 3.3.3 Management of Property. The Receiver shall manage and operate the
14 Collateral on a daily basis in a manner consistent with this Order. The Receiver shall have
15 the power and authority to enforce leases and rental agreements relating to the Collateral.
16 The Receiver shall manage, operate and maintain the Collateral subject to such rules and
17 conditions as the Receiver may establish to ensure that Rents and Profits are profitably
18 preserved and to reasonably ensure that the value of the Collateral is not diminished. The
19 Receiver shall make the following daily operating decisions regarding the Collateral,
20 including, without limitation:
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28 (a) Providing ordinary maintenance and repair services for the Collateral and
29 extraordinary maintenance or repair services where required by emergency conditions;
30 provided, however, that the Receiver shall not contract for extraordinary maintenance or
31 repair services costing \$10,000 or more without the written consent of Plaintiff or approval
32 of the Court;
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38 (b) Continuing in effect in the Receiver's business judgment any contracts
39 presently existing relating to the Collateral;
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42 (c) Procuring goods and services for the Collateral, including legal services
43 where necessary; and
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(d) Retaining existing employees of the Defendant(s) or related parties as Defendant's employees in order to continue any business operations, in which case payroll taxes, workers compensation insurance, and related costs will be carried and reported as those of the Defendant, and not of the receivership estate. The Receiver may, in the alternative at its sole discretion, carry all employees as those of any management company or other entity hired by the Receiver;

3.3.4 Payment of Expenses. To the extent reasonably possible given the income generated by the Collateral, the Receiver shall pay the operating expenses of the Collateral. The Receiver shall also disburse funds from the Bank Account to pay all amounts necessary to maintain adequate all risk hazard property damage and all risk comprehensive liability insurance on the Collateral. Payment of payroll, payroll taxes, employee benefits, utilities, insurance, taxes, landscaping, janitorial services, and maintenance shall not require prior approval of the Court. Within 60 days following entry of this Order, the Receiver shall prepare an operating budget for the Receivership (the "Budget") and submit it to Plaintiff for approval. The Receiver may not exceed any line item in an approved Budget by more than 10% without the written consent of Plaintiff.

3.3.5. Employment of Professionals. The Receiver may employ such attorneys or other professionals as the Receiver may require in connection with the proper performance of the Receiver's duties. The law firm of Foster Pepper LLP is hereby authorized and appointed to act as attorneys for the Receiver and shall be paid for all such services at the regular hourly rates of any attorneys and paralegals of the firm. Attorney Dillon Jackson, whose hourly rate for this matter is \$460, shall be the responsible attorney for this matter, and shall utilize associates and paralegals as necessary to provide efficient services to the

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1 Receiver. All professionals employed by the Receiver shall be compensated pursuant to the
2 procedures set forth in Section 3.4.3 below.
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4 3.3.6 Accounting Records. The Defendants shall cause to be provided on
5 reasonable notice and during normal operating hours, and the Receiver shall thoroughly
6 review and inspect the accounting records with respect to the Collateral, and shall take such
7 steps as it deems necessary to assure that all the Rents and Profits collected and all the
8 disbursements made in connection with the Collateral by the Receiver are properly
9 accounted for in accordance with generally accepted accounting principles.
10

11 3.3.7. No Obligation to Complete Tax Returns. Notwithstanding any other
12 provision hereof, the Receiver shall be under no obligation to complete or file tax returns on
13 behalf of the Defendant for income or other taxes, or file other regulatory or other
14 governmental reports on behalf of the Defendant. Responsibility for such filings remains
15 with the Defendant. The Receiver shall furnish the Defendant with such access to books and
16 records within the Receiver's custody or control as reasonably may be necessary in order for
17 Defendant to complete and file tax returns on its own behalf.
18

19 3.3.8 Court Actions. The Receiver may bring and prosecute actions for the
20 recovery of any Collateral that may be in the possession of any third party.
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22 3.3.9 No Appraisal Required. The Receiver is excused from seeking an
23 independent professional appraisal of the Collateral.
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25 3.3.10 No Personal Obligation of Receiver. No obligation incurred by the
26 Receiver in the good faith performance of its duties in accordance with the orders of this
27 Court whether pursuant to any contract, by reason of any tort, or otherwise, shall be the
28 Receiver's obligation or the personal obligation of its principals or agents. Rather, the
29 recourse of any person or entity to whom the Receiver becomes obligated in connection with
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1 the performance of its duties and responsibilities shall be solely against the assets of the
2 receivership estate. The Receiver shall have no obligation to advance its own funds to pay
3 any costs and expenses of the receivership estate.
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7 3.3.11 **Standard of Care.** The Receiver shall at all times exercise reasonable care
8 in employing its business judgment to administer the Collateral.
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11 3.3.12 **Licenses and Permits.** The Receiver may acquire or renew all governmental
12 licenses, permits, or other authorizations, either in the Receiver's name or in the name of
13 Defendants, pertaining to the Collateral or any business associated therewith and to do all
14 other things necessary or appropriate to maintain and protect the Collateral.
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18 3.3.13 **Borrowing Authority.** On at least two (2) days notice to the Defendants, the
19 Receiver is authorized to borrow from the Plaintiff such amounts as may be necessary to
20 satisfy the costs and expenses of the receivership, to the extent that the net Rents and Profits
21 derived from the Collateral are insufficient to satisfy such costs and expenses, on such terms
22 as Plaintiff and the Receiver shall agree, and to execute such documentation satisfactory to
23 the Receiver and the Plaintiff evidencing the obligation of the receivership estate (and not
24 the Receiver individually or in its corporate capacity), including, without limitation, one or
25 more Receivership Certificates, to repay such sums, provided however, any loans from
26 Plaintiff shall be made in Plaintiff's sole discretion. Any such loans shall receive a first
27 priority lien on the receivership estate in favor of Plaintiff (subject only to any lien on the
28 receivership estate in favor of the Receiver pursuant to Section 3.4.3, below), and shall be
29 entitled to all of the benefits of advances under the Deed of Trust.
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33 3.3.14 **Subpoena Power.** The Receiver may compel, by subpoena, any person to
34 submit to an examination under oath in the manner of a deposition in a civil case with
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respect to the Collateral or any other matter that may affect the administration of the receivership estate.

3.4 Administration. The Receiver is authorized to employ the following procedures and case administration:

3.4.1 Bank Accounts. The Receiver may establish the Bank Account described above.

3.4.2 Financial Reports. No later than the tenth of each month, the Receiver shall provide the Court, the parties, and counsel to the parties, with a complete report on its activities and the condition of the Collateral during the preceding calendar month, including a complete accounting of the rents collected and the disbursements made during the preceding calendar month. Further, for any other report provided by the Receiver to Plaintiff, Receiver shall provide Defendant with a copy of such report when provided to Plaintiff.

3.4.3 Fee. The Receiver shall be entitled to a onetime set-up fee of \$4,000. The Receiver shall also receive a monthly fee equal to the greater of 3.5% of monthly collections from the Property or \$7,500 (the "Receiver's Fee"). The Receiver is authorized to pay itself the Monthly Fee without further order of this Court. The Receiver may seek compensation for any extraordinary fees and costs, and/or for the fees and costs of its professionals, if any, by filing a notice of intent to compensate professionals and serving such notice, together with a reasonably detailed description of the time periods, services and amount requested on parties in interest as provided in Section 3.4.5 and 3.4.6. If no party in interest objects to such accounting within ten (10) calendar days of its filing, the fees and costs shall be deemed approved as being fully and finally earned without further order or leave of the Court. The approved fees and costs of the Receiver and its professionals shall be paid from

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1 the gross receipts derived from the Property and shall be a first priority lien on the
2 receivership estate. If the assets are not sufficient to pay the approved Receiver's fees as
3 presented, Plaintiff agrees to advance funds to the Receiver sufficient to pay such approved
4 fees and costs, which funds shall constitute advances under the Deed of Trust.
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9 **3.4.4 Leasing and Marketing Fees and Commissions.** The Receiver is
10 authorized to market the Property to obtain a new tenant for any space that is scheduled to
11 become vacant or becomes vacant during the course of the receivership. The Receiver may
12 not sign any lease for the Property without either the Plaintiff's prior written consent or an
13 order of this Court. If the Receiver obtains a signed lease with a new tenant, the Receiver
14 shall be entitled to payment of a leasing commission according to the following schedule:
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20 (1) For leases of 20,000 square feet or more: \$4.00 per square foot if direct deal with
21 tenant; \$6.00 per square foot if co-brokered;
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24 (2) For leases of less than 20,000 square feet: 5% of base rent for years 1 through 5
25 of the original lease term and for obligated expansion space; 2.5% of base rent for years 6
26 through 10 of the original lease term and for obligated expansion space; and
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30 (3) For renewals: 2.5% of base rent for years 1 through 5 and 1.25% of base rent for
31 years 6 through 10.
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34 Commissions will be billed 50% upon lease execution, removal of all contingencies,
35 and payment of all security and rent deposits specified in the lease. The remaining 50%
36 shall be paid upon tenant's opening for business in the premises. The Receiver shall
37 cooperate with, and split commissions 50/50 with, outside brokers for new leases. Outside
38 brokers will not be paid commissions on option terms or lease renewals.
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45 **3.4.5 Court Approval; Procedure.** Any motion by the Receiver for Court
46 approval of any act of the Receiver requiring Court approval shall be served on each party
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hereto and each other person who has filed and served on the Receiver a request for special notice. The Receiver may file requests for special notice on behalf of any party; however, such request filed by the Receiver shall not be deemed consent to the jurisdiction of this Court. In addition to service by mail or personal service, service may be made by facsimile. Notwithstanding any provision of this Order requiring Court approval of any act of the Receiver, the Receiver may nonetheless undertake any action without prior court approval if it obtains the written consent of each party hereto and each other person who has filed and served on the Receiver a notice of appearance.

3.4.6 Notice. In addition to any special notice provisions contained herein, the Receiver shall provide notice of all pleadings filed by the Receiver herein to the parties hereto and to any party filing a notice of appearance. Such notice may be made by mail or personal service five days in advance of any hearing, by confirmed facsimile five days in advance of any hearing, by email service to those parties who elect to receive service in such form, or as otherwise may be approved by the Court. The Receiver shall be deemed to have been provided adequate notice if it complies with this section.

3.4.7 Further Instructions. The Receiver may at any time apply to this Court for further or other instructions or for modification of this Order or for further powers necessary to enable the Receiver to properly perform its duties, or for termination of the Receiver's appointment.

3.5 Other Parties' Obligations. The Defendants and their officers, directors, agents, representatives and employees, contractors, subcontractors, including without limitation the property management firm retained by the Defendants and their employee, and all persons with actual or constructive knowledge of this Order and their agents and employees, except Plaintiff, shall turn over to the Receiver:

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3.5.1 The possession of the Property, including all keys to all locks on the Property, and the records, books of account, ledgers and all business records for the Property (including, without limitation, the plans, specifications and drawings relating to or pertaining to any part or all of the Property), wherever located and in whatever mode maintained (including, without limitation, information contained on computers and any and all software relating thereto as well as all banking records, statements and cancelled checks);

3.5.2 All documents that constitute or pertain to licenses, permits or governmental approvals relating to the Property;

3.5.3 All documents that constitute or pertain to insurance policies, whether currently in effect or lapsed, that relate to the Property;

3.5.4 All leases and subleases, royalty agreements, licenses, assignments or other agreements of any kind, whether currently in effect or lapsed, that relate to the Property;

3.5.5 All documents pertaining to past, present or future construction of any type with respect to all or part of the Property;

3.5.6 All documents pertaining to toxic chemicals or hazardous materials, if any, ever brought, used and/or remaining upon the Property, including, without limitation, all reports, surveys, inspections, checklists, proposals, orders, citations, fines, warnings and notices; and

3.5.7 All Rents and Profits derived from the Property, including, without limitation, any security deposits, advances, prepaid rents, storage fees and parking fees, wherever and in whatever mode maintained. Any security or other deposits which tenants have paid to Defendants or their agents and which are not paid to the Receiver, and over which the Receiver has no control, shall be obligations of the Defendants and may not be refunded by the Receiver without an order of this Court. Any other security or other

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deposits that tenants have paid or may pay to the Receiver, if otherwise refundable under the terms of their leases or agreements with the Receiver, shall be refundable by the Receiver in accordance with the leases or agreements.

3.5.8 All books, records, including payroll records and personnel files, and accounts respecting the receivership estate, and deliver to the Receiver any and all advance deposits, all occupancy rolls and related records, operating statements (including without limitation the third and fourth quarter operating statements from the Property), and all other records, documents, insurance policies and instruments of whatever kind and nature which relate to the operation and control of any part of the receivership estate.

3.5.9 Upon request of the Receiver, the Defendants shall instruct all property managers, agents, tenants, or others now or hereafter in possession of the Property or any portion of the receivership estate to make all such rent or other payments to the Receiver or the Receiver's designee until further Order of this Court.

3.5.10 All financial institutions, credit card processors, insurance agents or underwriters, utility providers, vendors, suppliers, tradesmen, materialmen, service providers, franchisors, taxing agencies, and all government agencies and departments are hereby ordered to take direction from the Receiver as it relates to the accounts of the Defendants and to surrender any and all funds held on deposit or apply said funds as directed by the Receiver.

3.5.11 Upon being given notice hereof, all tenants or others now or hereafter in possession of part or parts of the Property pursuant to occupancy arrangements pertaining to the Property, shall and are hereby ordered to pay to the Receiver or its designee all rents and other monies in respect to such occupancy arrangements now due and unpaid, or that may hereafter become due, until further Order of this Court; and that such payments by such

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1 tenants and others shall constitute *pro tanto* discharge of said tenants' or others' obligations
2 to make payments under their occupancy arrangements.
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4 3.6 **Utilities.** Any utility company providing services to the Property, including
5 gas, electricity, water, sewer, trash collection, telephone, communications or similar
6 services, shall be prohibited from discontinuing service to the Property based upon unpaid
7 bills incurred by Defendants. Further, such utilities shall transfer any deposits held by the
8 utility to the exclusive control of such Receiver and be prohibited from demanding that the
9 Receiver deposit additional funds in advance to maintain or secure such services.
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16 3.7 **Mail.** Receiver may issue demand that upon the U. S. Postal service grant
17 exclusive possession and control of mail including postal boxes as may have been used by
18 Defendants and may direct that certain mail related to the Property and its business be re-
19 directed to Receiver.
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24 3.8 **Insurance.** The Receiver shall determine upon taking possession of the
25 Property whether in the Receiver's judgment, there is sufficient insurance coverage;
26 provided, however, that Receiver shall not (a) increase the insurance coverage to an amount
27 greater than the limits required by the loan documents or (b) remove Defendant as an
28 insured party or loss payee. With respect to any insurance coverage in existence or
29 obtained, the Receiver, Plaintiff and the property management company, if any one exists,
30 shall be named as an additional insured on the policies for the period of the Receivership. If
31 sufficient insurance coverage does not exist, the Receiver shall immediately notify the
32 parties to this lawsuit and shall have thirty (30) calendar days to procure sufficient all-risk
33 and liability insurance on the Property (excluding earthquake and flood insurance) provided,
34 however, that if the Receiver does not have sufficient funds to do so, the Receiver shall seek
35 instructions from the Court with regard to adequately insuring the property. The Receiver
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ORDER APPOINTING RECEIVER – 13



201102240052

Skagit County Auditor

Tuesday, February 22, 2011

Time: 14:04:40 PST

Digitally Certified By: Sandra Peebles Deputy Clerk, Skagit County, Washington State

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shall not be responsible for claims arising from the lack of procurement or inability to obtain insurance.

3.9 Use of Funds. The Receiver shall pay only those bills that are reasonable and necessary for the operation of the protection of the Receivership property and shall allocate and distribute funds in the following order of priority: (1) the costs and expense of the receivership estate including but not limited to utilities, insurance premiums, general and special taxes or assessments levied on the real property and improvements thereon; (2) the creation and retention by the Receiver of a reasonable working capital fund; and (3) amounts due to Plaintiff. The Receiver may disburse funds to Plaintiff without a further order of this Court.

3.10 Plaintiff to notify Receiver of the Appearances of all Parties. The Plaintiff is ordered to promptly notify the Receiver of the names, addresses, and telephone numbers of all parties and their counsel who appear in the action, so that the Receiver may give notice to all parties of any matters affecting the Receivership.

3.11 Instructions in the Event of a Bankruptcy Filing.

(A) Defendants' Duty to Give Notice of Bankruptcy:

In the event that a bankruptcy case is filed by any Defendant during the pendency of this Receivership, Defendant must give notice of sale to this Court, to all parties, and to the Receiver, within 24 hours of the bankruptcy filing.

(B) Receiver's Duties if Bankruptcy is Filed:

Upon receipt of notice that a bankruptcy has been filed which includes as part of the bankruptcy estate any property which is the subject of this Order, the Receiver shall do the following:

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i) Immediately Turn Over the Property if No Relief From Stay or Motion to Dismiss the Bankruptcy will be sought:

The Receiver shall immediately contact the Plaintiff, and determine whether that party intends to move in the Bankruptcy Court for an order for both: (a) relief from the automatic stay or motion to dismiss and (b) relief from the Receiver's obligation to turn over the property (11 U.S.C. Section 543).

If the Plaintiff indicates no intention to file such a motion within 10 days, then the Receiver shall immediately turn over the property (to the trustee in bankruptcy, or if one has not been appointed, then to the Defendant), and otherwise comply with 11 U.S.C. Section 543.

ii) Remain in Possession and Preserve the Property, Pending Resolution of Motion for Relief From Stay and Turnover, or Motion to Dismiss:

If the Plaintiff notifies the Receiver of its intention to immediately seek relief from the automatic stay or file a motion to dismiss, then the Receiver is authorized to remain in possession and preserve the property pending the outcome of those motions pursuant 11 U.S.C. Section 543 (a). The Receiver's authority to preserve the property is limited as follows: The Receiver may continue to collect rents, issues, and profits. The Receiver may make disbursements, but only those which are necessary to preserve and protect the property. The Receiver shall not execute any new leases or other long-term contracts. The Receiver shall do nothing that would effect a material change in circumstances of the property.

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Accepted by:

JSH Properties, Inc.

By 
 Stephen J. Corley
 Senior Property Manager

ORDER APPOINTING RECEIVER – 17

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EXHIBIT A

LOTS 1, 2, 4, 5, 6 AND 7 OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-93 ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993, RECORDED SEPTEMBER 30, 1993 IN BOOK 10 OF SHORT PLATS, PAGES 240-246, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9309300143 AND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON

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I, Nancy Scott, Skagit County Clerk and ex-officio clerk of the Skagit County Superior Court in the State of Washington, certify that the document SerialID: E8EH5R3347I3D601020001 containing 18 pages that was transmitted is a true and correct copy of the original that is of record in my office and that this image of the original has been transmitted pursuant to statutory authority under RCW 5.52.050. In Testimony whereof, I have electronically certified and attached the Seal of said Court on this date.

Nancy Scott
County Clerk




Sandra Peebles, Deputy Clerk, Skagit County

Date: Tuesday, February 22, 2011

Instructions to recipient:

If you wish to verify the authenticity of the certified document that was transmitted electronically by the Court, Sign on to www.ClerkePass.com, and Login As "User" & enter SerialID: E8EH5R3347I3D601020001. If you want to present this document to others, please ask them to Register & Login as "Viewer". The copy associated with this number will be displayed by the Court.



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