



201509250045

Skagit County Auditor \$149.00
9/25/2015 Page 1 of 6 11:25AM

After Recording Return To:

FURLONG & BUTLER
ATTORNEYS
825 Cleveland Avenue
Mount Vernon Washington 98273

Document Title: Lender Estoppel Certificate and Consent
Reference number of documents assigned or released: 201504140092 and 201504140093
Grantor/Lender: Heritage Bank
Grantee/Owner: Cultus Mountain Medical investments LLC
Grantee/Lessee: Physician's Care Family Medicine, Inc., PCFM
Grantee/Assignee: Skagit County PHD No. 1
Partial Legal Description: Portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 27, T35N, R4E, W.M.
Assessor's Parcel/Tax I.D. Number: P37711; 350427-1-002-0102
P37713; 350427-1-003-0100
P37843; 350427-1-020-0008

LENDER ESTOPPEL CERTIFICATE AND CONSENT

Land Title and Escrow

153121-

LENDER ESTOPPEL CERTIFICATE AND CONSENT
(As of the 15th day of September, 2015)

Heritage Bank, a WA State Chartered Bank ("Lender"), is the holder of a promissory note dated April 13, 2015 in the original principal amount of [REDACTED] (the "Note"), executed by Cultus Mountain Medical Investments LLC ("CMMI"), the owner of real property commonly referred to as 1990 Hospital Drive, Sedro Woolley, WA 98284, the Pavilion, Unit #1, and legally described in Exhibit A hereto (the "Property"). The Note is secured by: (1) a Deed of Trust, dated April 13, 2015 and recorded under Skagit County Auditor's file number 201504140092, naming Lender as beneficiary ("DOT"); and (2) an Assignment of Rents, dated April 13, 2015 and recorded under Skagit County Auditor's file number 201504140093 by which CMMI assigned Rent (as defined in the Assignment of Rents) derived from the Property to Lender. Collectively, the Note, the DOT and the Assignment of Rents are referred to herein as the "Loan Documents".

Lender hereby acknowledges that the Property is leased by CMMI to Physician's Care Family Medicine, Inc., P.S. ("PCFM") by lease dated June 15, 2007, as evidenced by a Memorandum of Lease recorded April 3, 2008, under Skagit County Auditor's file number 200804030158 and which lease was amended and restated effective January 1, 2014, with a memorandum of said lease recorded on September 8, 2015, under Skagit County Auditor's File No. 201509080093 (the "Lease") and that PCFM proposes to assign said Lease to Skagit County Public Hospital District No. 1, d/b/a Skagit Regional Health ("SRH") pursuant to the Assignment and Amendment of Lease and Consent Thereto (the "Assignment"), a copy of which Lender has received, and further understands that as condition and in consideration of taking such assignment, SRH requires this Lender Estoppel Certificate and Consent ("Certificate") to be furnished to SRH. Lender certifies and represents to SRH as follows:

1. The Loan Documents are in full force and effect and have not been assigned, modified, supplemented or amended in any way. Notwithstanding anything contained herein, the Loan Documents shall not be deemed modified or altered under the terms of this Certificate, and shall remain in full force and effect
2. There are no assignments, addendums, estoppel certificates, amendments, alternations, subleases or other agreements with respect to the Loan Documents, written or oral, except as set forth as follows: None.
3. As of the date of this Certificate there is no default existing under the Loan Documents, whether in the payment of amounts due under the Note or in the observance or performance of any other covenant or condition to be observed or performed by CMMI under the Loan Documents and Lender has no knowledge of any facts or information that, with the giving of notice, passage or time, or both, would constitute a default by CMMI thereunder. The Lender

has never issued, or received, any notice, oral or written, claiming or alleging any default by any party under the Loan Documents.

4. Lender has no knowledge of any prior assignment, except as herein stated, or of any prior hypothecation or pledge of CMMI's interest in the Property.

5. The terms of the Note require monthly payments in the amount of \$ [REDACTED] by the 21st of each month for a period of [REDACTED] months, remitted to the following address:

MS
Heritage Bank
201 5th Avenue SW
Olympia, WA 98501
MS

6. Lender hereby consents to the assignment of the Tenant's interest in the Lease to SRH and to the Assignment. Further, in the event that Lender or any successor comes into possession or otherwise is deemed to be in control of the Property due to foreclosure of the DOT or Assignment of Rents or post-foreclosure transfer, SRH's Lease shall not be disturbed; *provided*, that SRH shall attorn to Lender or Lender's successor.

7. All notices required by this Certificate shall be made in writing and delivered to the parties at the addresses of the parties appearing in the signature blocks below and shall be deemed received three (3) business days after deposit in the United States Mail, postage pre-paid, to such addresses or any subsequent address of which a party provides written notice to the other party.

8. The statements, promises and agreements herein made shall be binding upon SRH and Lender and their successors and assigns, and shall inure to the benefit of SRH and Lender and their successors and assigns.

9. Lender and SRH represent and warrant to each other that their respective undersigned agents have full power and authority to execute this Certificate on each party's behalf. Neither party shall be deemed to have waived any rights hereunder unless such waiver is in writing and signed by such party. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right. A waiver by a party of a provision of this Certificate shall not constitute a waiver of or prejudice that party's right to otherwise demand strict compliance with that provision or any other provision of this Certificate.

10. This Certificate shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action related hereto shall be exclusively in Skagit County Superior Court. The prevailing party in any legal action, including on appeal, in bankruptcy, in receivership or with respect to the interpretation or enforcement of this Certificate, shall receive an award of its fees and costs, including attorneys' and accountants' fees and costs.


11. This Certificate, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Certificate. No alteration of or amendment to this Certificate shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

12. If a court of competent jurisdiction finds any provision of this certificate to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Certificate. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Certificate shall not affect the legality, validity or enforceability of any other provision of this Certificate.

13. The document may be executed by the parties in counterparts with the effect that such executed counterparts shall comprise one document.

SRH AND LENDER EACH ACKNOWLEDGE HAVING READ ALL OF THE PROVISIONS OF THIS CERTIFICATE AND EACH CONSENTS AND AGREES TO ITS TERMS.

HERITAGE BANK

By: 
Matt Lehman
Its: Commercial Loan Officer
P.O. Box 1578
Olympia, Washington 98507

Date: 9-15-15

**ESTOPPEL CERTIFICATE
SKAGIT COUNTY PHD #1
HERITAGE BANK**

Page 3 of 5

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered as set forth below.

**SKAGIT COUNTY PUBLIC HOSPITAL
DISTRICT NO. 1**

By: *Tom Litaker*
Tom Litaker
Its: CFO
1415 East Kincaid Street
Mount Vernon, Washington 98273

Date: 9-24-2015

EXHIBIT "A"
LEGAL DESCRIPTION

Unit 1, "THE PAVILION CONDOMINIUM," according to the declaration thereof, recorded April 4, 2007, under Auditor's File No. 200704040079, records of Skagit County, Washington, and the Survey Map and Plans recorded April 4, 2007, under Auditor's File No. 200704040078, records of Skagit County, Washington; and being a portion of the West ½ of the Southeast ¼ of the Northeast ¼ of Section 27, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.