

RETURN ADDRESS:
SaviBank
East College Way
1725 E. College Way
Mount Vernon, WA
98273

**CHICAGO TITLE
620054619**

LANDLORD'S ESTOPPEL CERTIFICATE

Reference # (if applicable): 620054619

Additional on page ____

Grantor(s):

1. Finn Hangar LLC

Grantee(s)

1. SaviBank

Legal Description: Ptn. Lot 87, Alteration to Amended Skagit Regional Airport Binding Site Plan,
Phase 1

Additional on page 2

Assessor's Tax Parcel ID#: P35352, P101546, P6269



THIS LANDLORD'S ESTOPPEL CERTIFICATE dated September 5, 2023, is made and executed among Finn Hangar 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 Drive, Burlington, WA 98233 ("Landlord").



**LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)**

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 March 11, 2022

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:

That portion of Lot 87 of Amended Skagit Regional Airport Binding Site Plan Phase 1, recorded March 4, 2003, under Skagit County Auditor's File Number 200303040030 as delineated in the Ground Lease Agreement dated March 11, 2022 by and between Port of Skagit County as Lessor and Finn Hangar, LLC, a Washington limited liability company, as Lessee; Situate in the County of Skagit, State of Washington

The Real Property or its address is commonly known as 11688 Higgins Airport Way Bldg C Units 1&2, Burlington, WA 98233. The Real Property tax identification number is P35352, P101546, P6269.

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 SEPTEMBER 6, 2023.

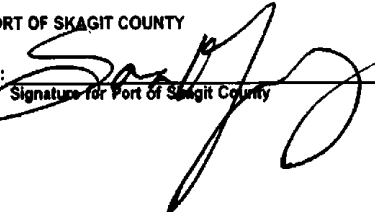
GRANTOR:

FINN HANGAR LLC

By:  _____ 9-11-23
Loren Ness, Manager of Finn Hangar LLC Date

LANDLORD:

PORT OF SKAGIT COUNTY

By:  _____ 8/29/2023
Signature for Port of Skagit County Date



LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

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LENDER:

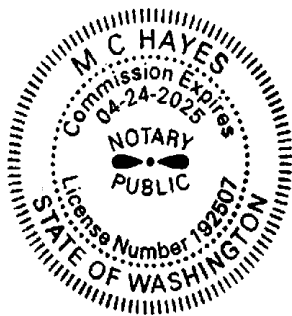
SAVIBANK

X Michael Roozen 9/13/23
MICHAEL ROOZEN, Loan Officer Date

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

This record was acknowledged before me on September 11 2023 by Loren Ness,
Manager of Finn Hangar LLC.



[Signature]
(Signature of notary public)

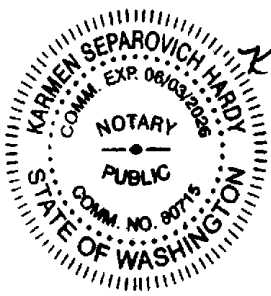
Notary
(Title of office)

My commission expires: 4-24-2025
(date)

CORPORATE ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

This record was acknowledged before me on August 29 2023 by Sara Young.



Karmen Separovich Hardy
(Signature of notary public)

Notary Public
(Title of office)

My commission expires: 06/03/2026
(date)



LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

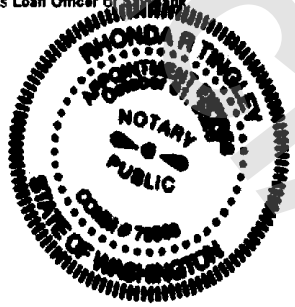
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LENDER ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Skagit

)
) SS
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This record was acknowledged before me on September 13, 2023 by MICHAEL ROOZEN as Loan Officer of Sav Bank



Rhonda R Tugley
(Signature of notary public)

Notary
(Title of office)

My commission expires: 10-1-2026
(date)