

This Instrument prepared by
and after recording return to:
Ellen Parker
GMRI, Inc.
6990 Lake Ellenor Drive
Orlando, Florida 32809



200601300264
Skagit County Auditor

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116897-T
LAND TITLE OF SKAGIT COUNTY

NON-DISTURBANCE AGREEMENT

This NON-DISTURBANCE AGREEMENT ("Agreement") is made as of November 18, 2005 by and among GMRI, Inc., a Florida corporation, as "TENANT", and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association as "MORTGAGEE", and NEWMAN DEVELOPMENT GROUP OF BURLINGTON, LLC, a Washington limited liability company, as "LANDLORD".

RECITALS:

A. On November 14, 2005 LANDLORD and TENANT entered into a written lease ("LEASE") for certain premises in the City of Burlington, County of Skagit, and State of Washington, which are more particularly described in Exhibit "A" ("PREMISES"), attached to this Agreement and incorporated into this Agreement by reference with the same force and effect as if set forth at length; and

B. MORTGAGEE is the holder of a lien and encumbrance on the PREMISES as security for the obligation of LANDLORD pursuant to a document entitled Deed of Trust, recorded May 3, 2004 at Auditor's No. 200405030152 in the public records of Skagit County, Washington (which mortgage, as the same may be modified, supplemented, extended and/or renewed from time to time, is hereinafter called the "MORTGAGE"); and

C. MORTGAGEE is the holder with respect to the LEASE of an assignment recorded May 3, 2004 at Auditor's No. 200405030153 in the public records of Skagit County, Washington (the "ASSIGNMENT") of LANDLORD'S interest in the LEASE dated the date of the MORTGAGE; and.

D. The parties desire to acknowledge TENANT'S interest in the PREMISES and its rights under the PREMISES so long as TENANT is not in default under the LEASE.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, TENANT, MORTGAGEE and LANDLORD agree as follows:

1. Non-disturbance. MORTGAGEE recognizes and agrees to honor all of TENANT'S rights under the LEASE and all of LANDLORD'S obligations under the LEASE, including without limitation, the use and distribution of insurance and condemnation proceeds, subject to the provisions of this Agreement. So long as TENANT is not in default, past the applicable cure period, if any, contained in the LEASE, in the performance of any of the terms of the LEASE, TENANT'S possession of the PREMISES and TENANT'S rights and privileges

under the LEASE, including any renewal options, will not be disturbed, diminished or interfered with by MORTGAGEE, MORTGAGEE will continue to honor LANDLORD'S obligations under the LEASE and TENANT will not be made a party defendant to any foreclosure proceeding (except to the extent TENANT is required to be made a party by applicable rule of procedure).

2. Attornment. In the event MORTGAGEE or any other person (a "PURCHASER") succeeds to the interest of the landlord under the LEASE, through foreclosure of the MORTGAGE, deed in lieu of foreclosure, or other means, TENANT will be bound to MORTGAGEE or such PURCHASER under all of the terms of the LEASE for the balance of the term with the same force and effect as if MORTGAGEE or such PURCHASER were the landlord named in the LEASE, and TENANT will attorn to MORTGAGEE or such PURCHASER as its landlord, the attornment to be effective and self-operative, without the execution of any further instruments, immediately upon MORTGAGEE or such Purchaser succeeding to the interest of the landlord under the LEASE. MORTGAGEE agrees that TENANT will be under no obligation to pay rent to MORTGAGEE or such PURCHASER until MORTGAGEE has succeeded to the interest of the landlord under the LEASE, or has exercised rights under the ASSIGNMENT and has so notified TENANT in writing. The respective rights and obligations of TENANT and MORTGAGEE or such PURCHASER upon such attornment will, for the balance of the term of the LEASE, be the same as now set forth in the LEASE, it being the intention of the parties for this purpose to incorporate the LEASE into this Agreement by reference with the same force and effect as if set forth at length.

3. Landlord's Obligations. In the event that MORTGAGEE or any PURCHASER or any other person (a "PURCHASER") who acquires title to the PREMISES at a foreclosure sale by reason of foreclosure or other proceedings brought by MORTGAGEE, or by acceptance of a deed in lieu of foreclosure, or by any other manner succeeds to the interest of the landlord under the LEASE, MORTGAGEE or such PURCHASER (whoever so succeeds to such interest) will be bound to TENANT under all of the terms of the LEASE, and TENANT will, from and after such event, have the same remedies against MORTGAGEE or such PURCHASER, as the case may be, for the breach of an agreement contained in the LEASE that TENANT might have had under the LEASE against the prior landlord, provided that in no event will MORTGAGEE or any PURCHASER be:

3.1 Liable for any act or omission of any prior landlord, or be subject to any offsets or defenses which TENANT might have against any prior landlord which occurred prior to the date on which MORTGAGEE received a copy of a notice from TENANT of LANDLORD'S default under the LEASE;

3.2 Bound by any rent or additional rent which TENANT might have paid for more than the current month to any prior landlord (including LANDLORD), except for estimated payments of operating expenses that are paid in advance as provided in the LEASE, unless such rent has been received by MORTGAGEE or a PURCHASER;

3.3 Bound by any amendment or modification of the LEASE made without MORTGAGEE'S written consent that changes the monetary obligations of the parties, modifies the Term of the LEASE, or materially increases LANDLORD'S obligations under the LEASE;

3.4 In any way responsible for any deposit or security which was delivered to LANDLORD but was not subsequently delivered to MORTGAGEE or a PURCHASER; or

3.5 Liable for any money damages resulting from any act or omission of any prior landlord (including LANDLORD).

4. Landlord's Default. If TENANT becomes entitled to terminate the LEASE because of any default by LANDLORD, either before or after MORTGAGEE has taken possession of the PREMISES, then TENANT, as a condition precedent to the exercise of any such right, shall give MORTGAGEE written notice specifying LANDLORD'S default. MORTGAGEE shall have the right, but not the obligation, to cure the specified default within the following time periods:

4.1 Ten days after service of such notice with respect to defaults that can be cured by the payment of money; and

4.2 Thirty days after service of such notice with respect to any other default, unless the cure reasonably requires additional time to effect, in which case MORTGAGEE shall be afforded such longer period as is reasonably required to cure, so long as MORTGAGEE proceeds promptly and with due diligence to cure the default and the same is cured within 60 days.

Nothing contained in this Section 4 shall require MORTGAGEE to commence or continue any foreclosure or other proceedings, or, if MORTGAGEE acquires possession of the PREMISES, to continue such possession. Possession by a receiver, or other similar official appointed at the insistence, or with the consent, of MORTGAGEE shall constitute possession by MORTGAGEE for all purposes under this Section.

5. Payment of Rents to Mortgagee. LANDLORD irrevocably authorizes and directs TENANT, upon receipt from MORTGAGEE of written notice to do so, to pay all rents and other monies payable by TENANT under the LEASE to or at the direction of MORTGAGEE. LANDLORD irrevocably releases TENANT of any liability to LANDLORD for all payments so made, and LANDLORD agrees to defend, indemnify and hold TENANT harmless from and against any and all claims, demands, losses, or liabilities asserted by, through, or under LANDLORD (except by MORTGAGEE) for any and all payments so made. TENANT agrees that 30 days after receipt of such notice it will pay all monies then due and thereafter becoming due from TENANT under the LEASE to or at the direction of MORTGAGEE, notwithstanding any provision of the LEASE to the contrary to pay same to LANDLORD. Such payments shall continue until 30 days after MORTGAGEE directs TENANT otherwise in writing. TENANT agrees that neither MORTGAGEE'S demanding or receiving any such payments, nor MORTGAGEE'S exercising any other right, remedy, privilege, power or immunity granted by the MORTGAGE or the ASSIGNMENT, will operate to impose any liability upon MORTGAGEE for performance of any obligation of LANDLORD under the LEASE unless and until MORTGAGEE elects otherwise in writing or unless MORTGAGEE takes possession, control or title of the PREMISES or assumes the functions of a landlord.



6. Mortgagee's Liability. TENANT hereby agrees that MORTGAGEE shall be liable only for the performance of the obligations of the landlord under the LEASE which arise and/or continue during the period of its ownership, control or possession of the PREMISES and shall not be liable for any obligations of any other landlord (including LANDLORD) under the LEASE which arise prior to or subsequent to such ownership. TENANT agrees that if MORTGAGEE acquires title to the PREMISES as a result of foreclosure of the TENANT shall have no recourse to any assets of MORTGAGEE other than in the Shopping Center known as Burlington Crossings.

7. Construction. This Agreement shall be construed in accordance with the laws of the State of Washington.

8. Binding Effect. The rights and obligations of TENANT and MORTGAGEE will bind and inure to the benefit of their respective successors and assigns.

Signed in the presence of:

(TENANT)

GMRI, Inc., a Florida corporation

Constance Hight
Printed Name: Constance Hight

Frances Erich
Printed Name: FRANCES ERICH

By: Ellen F. Parker
Name: ELLEN F. PARKER
Title: ASSOC. GENERAL COUNSEL
Date: October 19, 2005

STATE OF FLORIDA :
COUNTY OF ORANGE :

The foregoing document was acknowledged before me this 19th day of October, 2005, by Ellen F. Parker, the Assoc. General Counsel of GMRI, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Frances Erich
Notary Public, State of _____
My Commission Expires: _____



Frances Erich
MY COMMISSION # DD246497 EXPIRES
September 2, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

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(MORTGAGEE)

WACHOVIA BANK, NATIONAL
ASSOCIATION

Signed in the presence of:

[Signature]
Printed Name: Julia Pasceri
[Signature]
Printed Name: Margaret Mueller

By: [Signature]
Kimberly A. Ludtke, Vice President

Date: November 18, 2005

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

The foregoing instrument was acknowledged before me this 18 day of November, 2005 by Kimberly A. Ludtke, a Vice President of Wachovia Bank, National Association, on behalf of the bank, who is personally known to me or has produced a driver's license as identification.

[Signature]
Notary Public, State of Pennsylvania
My Commission Expires: July 26, 2009

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tomeka Powell, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires July 26, 2009
Member, Pennsylvania Association of Notaries



Signed in the presence of:

(LANDLORD)

Newman Development Group of Burlington,
LLC, a Washington limited liability
company

Karin Blum
Printed Name: Karin Blum

Printed Name: _____

By: George Akel
Name: GEORGE AKEL
Title: MEMBER
Date: NOVEMBER 10, 2005

STATE OF California
COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 10 day of November,
2005 by George Akel, the Member of Newman Development Group
of Burlington, LLC, a Washington limited liability company, on behalf of the company, who is
personally known to me or has produced _____ as identification.



Karin Marie Lomax
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT "A"

A PORTION OF LOT 8, CITY OF BURLINGTON BINDING SITE PLAN NO. 01-04, ENTITLED NEWMAN DEVELOPMENT OF BURLINGTON, LLC, RETAIL/COMMERCIAL CENTER, APPROVED MARCH 8, 2004 AND RECORDED MARCH 15, 2004 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200403150156, BEING IN A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND A PORTION OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE SOUTH 63°51'13" EAST 66.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°09'34" EAST 87.75 FEET; THENCE SOUTH 00°49'33" EAST 30.79 FEET; THENCE NORTH 89°10'27" EAST 17.00 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS

SOUTH 00°49'33" EAST 3.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 4.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°49'33" EAST 85.49 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 89°10'27" WEST 36.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°24'27" AN ARC DISTANCE OF 44.87 FEET TO THE BEGINNING OF A COMPOUND CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 19°25'06" WEST 3.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°35'33" AN ARC DISTANCE OF 5.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°49'33" WEST 13.28 FEET; THENCE SOUTH 89°10'27" WEST 89.27 FEET; THENCE NORTH 00°49'33" WEST 127.25 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 89°10'27" EAST 10.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'07" AND ARC DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH non-exclusive easements for ingress, egress, parking and utilities over the following described property:

Lots 1 through 15, City of Burlington binding Site Plan No. 01-04, entitled Newman Development of Burlington, LLC, Retail/Commercial Center, approved March 8, 2004 and recorded March 15, 2004 under Skagit County Auditor's File No. 200403150156, and being a portion of Government Lot 8 and the Southeast 1/4 of the Northeast 1/4, Section 7, Township 34 North, Range 4 East, W.M. (Less the Premises described above.)



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