



200609260119
Skagit County Auditor

9/26/2006 Page 1 of 13 1:40PM

AFTER RECORDING MAIL TO:

Name McDonald's Corporation
Address One McDonald's Plaza
City / State Oak Brook, Illinois 60523
Attn: Amy Evans L/C 46-1025

Document Title(s): (or transactions contained therein)

1. Subordination, Non-disturbance and
2. Assignment Agreement
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Deed of Trust AFN 200604190074
Memo of Lease AFN 200607130113

☐ Additional numbers on page _____ of document



**First American Title
Insurance Company**

FIRST AMERICAN TITLE CO.

85739

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. Wachovia Bank Commercial Mortgage Trust.
- 2.
- 3.
- 4.
5. ☒ Additional names on page 2 of document

Grantee(s): (Last name first, then first name and initials)

1. McDonald's USA, LLC.
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lot 13, "City of Burlington Binding Site Plan
No. Burl-01-04, Entitled Newman Development of
Burlington, LLC, Retail / Commercial Center"

☒ Complete legal description is on page 9+10 of document

Assessor's Property Tax Parcel / Account Number(s):

8048-000-013-0000 (P121448)

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Wachovia Loan # 50-2855472;
CWC Capital Asset Management LLC Loan # 190-032

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is dated as of the 19TH day of September, 2006, by and between Wells Fargo Bank, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C25 ("Lender"), and McDonald's USA, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Tenant is the tenant under a certain lease (the "Lease") dated April 18, 2006, with Stratford Hall, Inc., a New York corporation (as successor in interest to Newman Development Group of Burlington, LLC, a Washington limited liability company) ("Landlord") of premises described in the Lease (the "Premises") located in a certain shopping center known as Burlington Crossing located in the City of Burlington, County of Skagit, State of Washington and more particularly described in Exhibit A attached hereto and made a part hereof (such shopping center, including the Premises, is hereinafter referred to as the "Property").

B. This Agreement is being entered into in connection with a mortgage loan (the "Loan") having been made by Lender to Landlord, secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt on and of the Property (the "Mortgage") recorded with the registry or clerk of the county in which the Property is located; and (b) a first assignment of leases and rents on the Property (the "Assignment of Leases and Rents") previously recorded. The Mortgage and the Assignment of Leases and Rents are hereinafter collectively referred to as the "Security Documents."

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.



2. Lender agrees that, if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises and Tenant's other rights under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease. Further, Tenant shall not be named as a party defendant in any foreclosure of the Mortgage nor in any way be deprived of its rights under the Lease.

3. Tenant and Lender agree that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, the Lease shall not be terminated or affected by such succession of Lender to fee ownership and Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) and the Lease shall continue as a direct lease between Tenant and Lender upon the same terms and conditions as are set forth in the Lease. Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease. Lender also covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of Tenant under the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

- (a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or
- (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or
- (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord) unless such pre-paid or additional rent was paid pursuant to the terms of the Lease, or
- (d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or
- (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or
- (f) bound by any amendment or modification of any of the economic terms of the Lease made without the consent of Lender.

5. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord



unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender the period of time during which Landlord would be permitted to cure such default under the Lease to enable Lender to remedy, or cause to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist if such default cannot with diligence be cured within the period of time proscribed in the Lease, and as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents.

6. Tenant hereby acknowledges that the Assignment of Leases and Rents from Landlord to Lender in connection with the Loan has been entered into. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. In the event of a sale by Lender of the Premises to any third party, Lender shall not be liable for the performance of the Lease from the date of such transfer to such third party provided such transferee assumes all obligations of Lender under the Lease from and after the date of transfer. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. By its execution of this Agreement, Landlord expressly consents to the foregoing.

7. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:

One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: Director, U.S. Legal Department #091
L/C: 046-1025



with a copy to:

McDonald's USA, LLC
10220 N.E. Points Drive
Suite #300
Kirkland, Washington 98033
Attention: 046-1025

If to Lender:

Wachovia Bank, National Association
NC 1075
8739 Research Drive URP4
Charlotte, North Carolina 28288-1075
Attention: Commercial Real Estate Services
Deal Name: WBCMT 2006-C25

8. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

9. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

10. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

11. This Agreement shall be construed in accordance with the laws of the state of in which the Property is located.



12. The persons executing this Agreement on behalf of Tenant and Lender are authorized by Tenant and Lender to do so and execution hereof is the binding act of Tenant and Lender enforceable against Tenant and Lender respectively.

13. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES ON NEXT PAGE]



Witness the execution hereof as of the date first above written.

LENDER:

Wells Fargo Bank, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C25

By: CWCapital Asset Management LLC,
solely in its capacity as Special Servicer
to the Trust

By: Gregory F. Atkins
Name: Gregory F. Atkins
Title: VP

TENANT:

McDonald's USA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

Stratford Hall, Inc.,
a New York corporation

By: Frank Lee
Name: Frank Lee
Title: VP



Witness the execution hereof as of the date first above written.

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By: CWCapital Asset Management LLC,
solely in its capacity as Special Servicer
to the Trust

By: _____
Name: _____
Title: _____

TENANT:

McDonald's USA, LLC,
a Delaware limited liability company

By: Timothy J. Slattery 
Name: Timothy J. Slattery
Title: Senior Counsel

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

Stratford Hall, Inc.,
a New York corporation

By: _____
Name: _____
Title: _____



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Exhibit "A"

Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL 1:

That portion of Lot 13, "CITY OF BURLINGTON UPDATED BINDING SITE PLAN NO. BURL-01-04, ENTITLED NEWMAN DEVELOPMENT OF BURLINGTON, LLC, RETAIL/COMMERCIAL CENTER", approved June 12, 2006 and recorded June 27, 2006 under Skagit County Auditor's File No. 200606270207, and being a portion of Government Lot 8 and the Southeast ¼ of the Northeast ¼ of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Lot 13; thence North 00°51'19" West along the East line of said Lot 13 a distance of 81.20 feet to the true point of beginning; thence Westerly along a non-tangent curve to the right, having a radius of 65.00 feet, a central angle of 51°24'57", the center of which bears North 52°14'30" West, an arc distance of 58.33 feet to a point of tangency; thence South 89°10'27" West 83.24 feet to the beginning of a tangent curve to the right; thence along said tangent curve to the right, having a radius of 80.00 feet, a central angle of 27°54'57", the center of which bears North 00°49'33" West, an arc distance of 38.98 feet to a point of tangency; thence North 62°54'36" West 39.47 feet; thence North 65°04'12" West 43.86 feet to the beginning of a tangent curve to the right; thence along said tangent curve to the right, having a radius of 42.18 feet, a central angle of 19°51'14" the center of which bears North 24°55'48" East, an arc distance of 14.62 feet to the West line of said Lot 13; thence along the West and North lines of said Lot 13 the following courses and distances:

North 00°49'33" West 117.67 feet to the beginning of a tangent curve to the right; thence along said tangent curve to the right, having a radius of 38.00 feet, a central angle of 91°44'48", the center of which bears North 89°10'20" East, an arc distance of 60.85 feet to a point of tangency; thence South 89°04'45" East 31.33 feet; thence South 71°49'34" East 112.88 feet to the beginning of a tangent curve to the left; thence along said tangent curve to the left, having a radius of 247.00 feet, a central angle of 15°14'03", the center of which bears North 18°10'26" East, an arc distance of 65.67 feet to a point of tangency; thence South 87°03'37" East 5.77 feet; thence leaving said North line, South 00°49'33" East 19.75 feet; thence North 89°10'27" East 10.48 feet to the East line of said Lot 13; thence South 00°51'19" East along said East line 115.77 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities established by Auditor's File No. 200402110099 extending Southerly from Marketplace Drive to Whitmarsh Road.

PARCEL 2:

Non-exclusive easements for ingress, egress, parking and utilities over, across, upon and below Lots 1 through 15, inclusive, "CITY OF BURLINGTON UPDATED BINDING SITE PLAN NO. BURL-01-04, ENTITLED NEWMAN DEVELOPMENT OF BURLINGTON, LLC, RETAIL/COMMERCIAL CENTER", approved June 12, 2006 and recorded June 27, 2006 under Skagit County Auditor's File No. 200606270207, and being a portion of Government Lot 8 and the Southeast ¼ of the Northeast ¼ of Section 7, Township 34 North, Range 4 East, W.M. said easements being established by restriction agreement and grant of easements recorded under Auditor's File No. 200404080093, and amended by documents recorded as Auditor's File Nos. 200603150120, 200603150121 and 200607060008, records of Skagit County, Washington;

continues on next page



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EXCEPT that portion of Lot 13, "CITY OF BURLINGTON UPDATED BINDING SITE PLAN NO. BURL-01-04, ENTITLED NEWMAN DEVELOPMENT OF BURLINGTON, LLC, RETAIL/COMMERCIAL CENTER", approved June 12, 2006 and recorded June 27, 2006 under Skagit County Auditor's File No. 200606270207, and being a portion of Government Lot 8 and the Southeast ¼ of the Northeast ¼ of Section 7, Township 34 North, Range 4 East W.M., described as follows:

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ACKNOWLEDGMENT

State of California

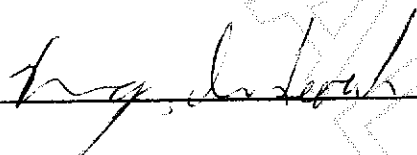
County of Los Angeles

On 9/19/06 before me, IN SEOUK HONG, Notary Public
(here insert name and title of the officer)

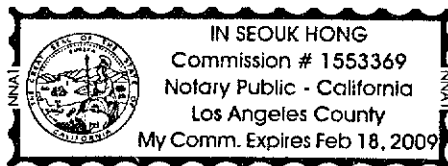
personally appeared Frank Lee

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

State of District of Columbia

County of _____

On 9/20/06 before me, Sandra Battle
(here insert name and title of the officer)

personally appeared Gregory Akins, VP

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sandra G. Battle

Sandra G. Battle
Notary Public, District of Columbia
My Commission Expires 7/31/2011



ACKNOWLEDGMENT - McDONALD'S USA, LLC

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Mary Beth Brokenshire, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Timothy J. Slattery, Senior Counsel of McDonald's USA, LLC, a Delaware corporation, whose principal place of business is at Oak Brook, Illinois 60523, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Senior Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of September, 2006.

Mary Beth Brokenshire
Mary Beth Brokenshire, Notary Public

My commission expires:



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Skagit County Auditor