

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

Jack in the Box Inc.
9330 Balboa Avenue
San Diego, CA 92123-1516
Attention: Israel Zepeda
Phone: (858) 571-2197

RETURN BY: MAIL (X) PICK-UP
JIB 8379



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P122695

lot 2, BSP PL-04-0916

FIRST AMERICAN TITLE CO.

NON-DISTURBANCE AGREEMENT

89541-2

THIS AGREEMENT is made as of this 25 day of June 2007, by and between Jack in the Box Inc., a Delaware corporation ("Tenant") and Whidbey Island Bank ("Lender"), who agree as follows:

Reference is made to that certain Standard Lease Agreement ("Lease") dated December 14, 2006, by and between FAST BREAK ENTERPRISES, LLC, a Washington limited liability company ("Landlord"), and Tenant, covering the lease of land as more particularly described in Exhibit "A" attached hereto and hereby made a part hereof ("Premises").

Reference is further made to that certain Deed of Trust dated July 12, 2006, in the amount of \$455,000.00 executed by Landlord in favor of Lender, filed for record on July 13, 2006 as Instrument No. 200607130089, covering the Premises.

For and in consideration of the promises herein contained, and mutual benefits to accrue to the Lender and Tenant, Lender hereby agrees on behalf of itself, its successors and assigns, that so long as Tenant is not in default beyond any applicable cure periods under the terms and provisions of the Lease, in the event of foreclosure or sale pursuant to the Deed of Trust or transfer of the property in lieu of foreclosure, the Lease and Tenant's rights thereunder will be recognized and the possession of the Premises by Tenant, its successors and assigns under said Lease will not be disturbed.

Effective with the date of this Agreement, the undersigned hereby (i) consents to the removal and for demolition of any and all existing improvements (if any) situated on the Premises, and (ii) acknowledges that the furniture, fixtures, equipment, signs, and any property bearing any of Tenant's trade name and/or trademark, whether registered or unregistered, which may be installed in or upon the Premises at Tenant's cost, shall not be deemed to become a part of the Premises and may be removed by Tenant at any time during the term of the Lease or any extension or renewal thereof. In addition, the

undersigned hereby consents to the alteration of improvements on the Premises from time to time during the term of the Lease or any extensions or renewals thereof, provided such alteration shall conform with the terms and provisions of the Lease and shall not diminish the value of the improvements.

Lender acknowledges that Tenant will not waive its contingencies to the Lease without this Agreement, and that Tenant's performance pursuant to the Lease constitutes valuable and adequate consideration to Lender for the agreements contained herein.

This Non-Disturbance Agreement may be executed in counterparts, all of which when taken together shall constitute one original document.

LENDER:

Whidbey Island Bank

By: 

Name: Tim Nohrlich

Title: Vice President

TENANT:

JACK IN THE BOX INC., a Delaware corporation

By: 

Name: Michael J. Snider

Title: Assistant Secretary



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EXHIBIT A
Legal Description

Lot 2 of Binding Site Plan No. PL-04-0916, recorded April 20, 2005, under Auditor's File No. 20050400093, records of Skagit County, Washington and being a portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Section 19, Township 35 North, Range 4 East, W.M. Situate in the County of Skagit, State on Washington.



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