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Skagit County Auditor

\$81.00

3/14/2016 Page

1 of

9 2:44PM

AFTER RECORDING MAIL TO:

Name Frost Brown Todd LLC - any Dreisbach
Address 400 West Market St. 32nd Floor
City/State Louisville, KY 40202-3363

Document Title(s):

1. Subordination, Non-Disturbance and Attornment Agreement

Reference Number(s) of Documents Assigned or released:

GUARDIAN NORTHWEST TITLE CC

110654-7

Grantor(s):

1. GMRI, Inc.
- 2.

[] Additional information on page of document

Grantee(s):

1. German American Capital Corporation
- 2.

[] Additional information on page of document

Abbreviated Legal Description:

LOTS 2 - 9, INCLUSIVE, AND LOTS 13 AND 14 CITY OF BURLINGTON BSP NO. BURL-01-04

Tax Parcel Number(s):

P121437, P121438, P121439, P121440, P121441, P121442, P121443, P121444, P121448 and P121449

[X] Complete legal description is listed under Exhibit "A"

Olive Garden #1691
Burlington, WA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is by and between GMRI, Inc., a Florida corporation, having an office at 1000 Darden Center Drive, Orlando, FL 32837, as "TENANT", German American Capital Corporation, a Maryland corporation, having an address at 60 Wall Street, 10th Floor, New York, NY 10005 (together with its successors and assigns), as "MORTGAGEE", and SHI Owner, LLC, a Delaware limited liability company, having an office at 6310 San Vicente Blvd., Suite 250, Los Angeles, CA 90048, as "LANDLORD".

RECITALS:

A. On November 14, 2008, TENANT and LANDLORD (f/k/a Stratford Hall, Inc.), successor in interest to Newman Development Group of Burlington LLC, entered into a Lease, as amended, for certain Premises located in the City of Burlington, County of Skagit, and State of Washington on the land more particularly described in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference with the same force and effect as if set forth at length (the "LEASE").

B. MORTGAGEE may become a holder of a lien and encumbrance on the PREMISES as security for the obligation of LANDLORD pursuant to certain documents to be recorded in the public records of Skagit County, Washington ("MORTGAGE"); and

C. The parties desire to acknowledge TENANT's interest in the PREMISES and its rights under the LEASE 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 and Subordination. 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. So long as TENANT is not in default, past the applicable cure period, 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. Subject to the terms of this Agreement, TENANT hereby subordinates its right, title and interest in the LEASE to the lien of the MORTGAGE, including all renewals, modifications, consolidations and extensions thereof.

2. Attornment. In the event MORTGAGEE 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 under all of the terms of the LEASE for the balance of the term with the same force and effect as if MORTGAGEE were the landlord named in the LEASE, and TENANT will attorn to MORTGAGEE as its landlord, the attornment to be effective and self-operative, without the execution of any further instruments, immediately upon MORTGAGEE succeeding to the interest of the landlord under the LEASE. MORTGAGEE agrees that TENANT will be under no obligation to pay rent to MORTGAGEE until MORTGAGEE has succeeded to the interest of the landlord under the LEASE and has so notified TENANT in writing. The respective rights and obligations of TENANT and MORTGAGEE 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 the MORTGAGE is foreclosed for any reason and MORTGAGEE succeeds to the interest of the LANDLORD under the LEASE, MORTGAGEE 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 for the breach of an agreement contained in the LEASE that TENANT might have had under the LEASE against the prior LANDLORD.

Olive Garden #1691
Burlington, WA

4. Tenant's Obligations. Notwithstanding anything herein to the contrary, TENANT shall not be deemed to be in default under any of the terms or conditions of this Agreement, until TENANT has received a fully executed original copy of this Agreement.

5. 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:

GMRI, Inc.
(TENANT)

Misty Curtice
Print Name: Misty Curtice

By: Jody G. Wolf, Sr. Mgr. Property Law

Silvia Prandji
Print Name: Silvia Prandji

Date: March 1, 2016

Signed in the presence of:

German American Capital Corporation
(MORTGAGEE)

Print Name:

By: _____

Print Name:

Date: _____, 2016

Signed in the presence of:

German American Capital Corporation
(MORTGAGEE)

Print Name:

By: _____

Print Name:

Date: _____, 2016

Signed in the presence of:

SHI Owner, LLC
(LANDLORD)

Print Name:

BY: _____

Print Name:

Date: _____, 2016

Olive Garden #1691
Burlington, WA

4. Tenant's Obligations. Notwithstanding anything herein to the contrary, TENANT shall not be deemed to be in default under any of the terms or conditions of this Agreement, until TENANT has received a fully executed original copy of this Agreement.

5. 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:

GMRI, Inc.
(TENANT)

Misty Cortina
Print Name: Misty Cortina

By: [Signature]
Jody G. Wolf, Sr. Mgr. Property Law

[Signature]
Print Name: Silvia Prandis

Date: March 1, 2016

Signed in the presence of:

German American Capital Corporation
(MORTGAGEE)

Jingzhou Zhang
Print Name: Jingzhou Zhang

By: [Signature]
John Tili
Vice President

Brian O'Sullivan
Print Name: Brian O'Sullivan

Date: March 9, 2016

Signed in the presence of:

German American Capital Corporation
(MORTGAGEE)

Jingzhou Zhang
Print Name: Jingzhou Zhang

By: [Signature]
MURRAY MACKINNON
VICE PRESIDENT

Brian O'Sullivan
Print Name: Brian O'Sullivan

Date: March 9, 2016

Signed in the presence of:

SHI Owner, LLC
(LANDLORD)

Print Name: _____

BY: _____

Print Name: _____

Date: _____, 2016

Olive Garden #1691
Burlington, WA

4. Tenant's Obligations. Notwithstanding anything herein to the contrary, TENANT shall not be deemed to be in default under any of the terms or conditions of this Agreement, until TENANT has received a fully executed original copy of this Agreement.

5. 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:

GMRI, Inc.
(TENANT)

Misty Coktice
Print Name: Misty Coktice

By: Jody G. Wolf
Jody G. Wolf, Sr. Mgr. Property Law

Silvia Prandisi
Print Name: Silvia Prandisi

Date: March 1, 2016

Signed in the presence of:

German American Capital Corporation
(MORTGAGEE)

Print Name: _____

By: _____

Print Name: _____

Date: _____, 2016

Signed in the presence of:

German American Capital Corporation
(MORTGAGEE)

Print Name: _____

By: _____

Print Name: _____

Date: _____, 2016

Signed in the presence of:

SHI Owner, LLC
(LANDLORD)

Edna Silva
Print Name: Edna Silva

BY: Frank Lee FRANK LEE, VP

Print Name: _____

Date: 3/9, 2016

Olive Garden #1691
Burlington, WA

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of March, 2016
by Jody G. Wolf, Sr. Mgr. Property Law of GMRI, Inc., a Florida corporation, on behalf of the corporation. She is
personally known to me and did not take an oath.

Sharon J. Foulk (Signature)

Sharon J. Foulk (Print or Type Name)

Notary Public (Title or Rank)

EE870240 (Serial/Commission Number)

My Commission Expires: 4/4/17

(NOTARY'S SEAL)



SHARON J. FOULK
MY COMMISSION # EE 870240
EXPIRES: April 4, 2017
Bonded Thru Budget Notary Services

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by
, the _____ of _____, a _____ corporation on behalf of the corporation. He/She is
personally known to me or has produced _____ as identification and did (did not) take an oath.

(Signature)

(Print or Type Name)

Notary Public (Title or Rank)

(Serial/Commission Number)

My Commission Expires: _____

(NOTARY'S SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by
, the _____ of _____, a _____ corporation on behalf of the corporation.
He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

(Signature)

(Print or Type Name)

Notary Public (Title or Rank)

(Serial/Commission Number)

My Commission Expires: _____

(NOTARY'S SEAL)

Olive Garden #1691
Burlington, WA

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of March, 2016
by Jody G. Wolf, Sr. Mgr. Property Law of GMRI, Inc., a Florida corporation, on behalf of the corporation. She is
personally known to me and did not take an oath.

Sharon J. Foulk (Signature)
Sharon J Foulk (Print or Type Name)
Notary Public (Title or Rank)
EE870240 (Serial/Commission Number)
My Commission Expires: 4/4/17

(NOTARY'S SEAL)



SHARON J. FOULK
MY COMMISSION # EE 870240
EXPIRES: April 4, 2017
Banded Thru Budget Notary Services

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 9 day of March, 2016 by Jon Tili
the Vice President of German American Capital Corp a MD corp corporation on behalf of the corporation. He/She is
personally known to me or has produced _____ as identification and did (did not) take an oath.

Theresa Ellel (Signature)
Theresa Ellel (Print or Type Name)
Notary Public (Title or Rank)
01EL6276003 (Serial/Commission Number)
My Commission Expires:

(NOTARY'S SEAL)



Theresa Ellel
Notary Public - State of New York
No. 01EL6276003
Qualified in Queens County
My Commission Expires 2/4/2017

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 9 day of March, 2016 by Murray
Mackinnon, the Vice President of German American Capital Corp a MD corp corporation on behalf of the corporation.
He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

Theresa Ellel (Signature)
Theresa Ellel (Print or Type Name)
Notary Public (Title or Rank)
01EL6276003 (Serial/Commission Number)
My Commission Expires:

(NOTARY'S SEAL)



Theresa Ellel
Notary Public - State of New York
No. 01EL6276003
Qualified in Queens County
My Commission Expires 2/4/2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On March 9, 2016 before me, Ofelia Maristela, a Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Frank Lee
 Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ofelia Maristela
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Olive Garden #1691
Burlington, WA

Exhibit "A"
Legal Description of PREMISES

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 $63^{\circ}51'13''$ EAST 66.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}09'34''$ EAST 87.75 FEET; THENCE SOUTH $00^{\circ}49'33''$ EAST 30.79 FEET; THENCE NORTH $89^{\circ}10'27''$ EAST 17.00 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH $00^{\circ}49'33''$ EAST 3.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC DISTANCE OF 4.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}49'33''$ EAST 85.49 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH $89^{\circ}10'27''$ WEST 36.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $71^{\circ}24'27''$ AN ARC DISTANCE OF 44.87 FEET TO THE BEGINNING OF A COMPOUND CURVE, THE RADIUS POINT OF WHICH BEARS NORTH $19^{\circ}25'06''$ WEST 3.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $108^{\circ}35'33''$ AN ARC DISTANCE OF 5.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH $00^{\circ}49'33''$ WEST 13.28 FEET; THENCE SOUTH $89^{\circ}10'27''$ WEST 89.27 FEET; THENCE NORTH $00^{\circ}49'33''$ WEST 127.25 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS NORTH $89^{\circ}10'27''$ EAST 10.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}59'07''$ AND ARC DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING.