



200711140056
Skagit County Auditor

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Document Title: PRIME LANDLORD'S CONSENT

Reference Number :

Grantor(s): additional grantor names on page __.

1. Skagit Capital, LLC, as successor-in-interest to Benroya Capital Company, LLC, who was successor-in-interest to Skagit Mall 90 Associates
- 2.

Grantee(s): additional grantee names on page__.

1. Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc.
- 2.

Abbreviated legal description: full legal on page(s) __. Exhibit A

Section 18, Township 34, Range 4; Ptn. NE SE

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page __.

8006-000-006-0005 (P26285)

I, Kim Walters, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$40.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated November 12, 2007

PRIME LANDLORD'S CONSENT

This Prime Landlord's Consent ("Agreement") is made by the undersigned in favor of MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLC").

RECITALS

WHEREAS, Skagit Capital, LLC ("Landlord"), as successor-in-interest to Benroya Capital Company, LLC, who was successor-in-interest to Skagit Mall 90 Associates, is the lessor under that certain lease dated on or about January, 1991 (said lease is the "Lease") with Denny's, Inc. ("Sublandlord"), pursuant to which Landlord leased to Sublandlord certain real property located at 100 East College Way, Mt. Vernon, Washington (the "Premises"), said Premises being more particularly described in the Lease and in Exhibit A attached hereto.

WHEREAS, Sublandlord is the lessor under that certain lease dated [DATE], as such lease has been amended by [AMENDMENTS and] a Landlord's Consent (the "Sublandlord's Consent") dated on or about the date hereof from Sublandlord to MLC (said lease, as amended, is collectively the "Sublease") with DWO, LLC ("Subtenant"), pursuant to which Sublandlord leased to Subtenant the Premises.

WHEREAS, Subtenant and its affiliates have entered into financing arrangements with MLC and, as a condition to such financing arrangements, MLC requires (i) liens on all of Subtenant's interest in the Lease, and Subtenant's right to use and occupy the Premises under the Lease and (ii) a lien on all of Subtenant's property including, without limitation, trade fixtures, equipment, inventory and operating licenses and permits now, or at any time hereafter, located on or used in connection with the Premises (collectively, the "Collateral").

NOW, THEREFORE, in order to induce MLC to make such financing arrangements and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord agrees as follows:

1. Landlord represents that (i) the Lease constitutes the entire agreement between the Landlord and Sublandlord regarding the use and occupancy of the Premises, (ii) it is the current record owner of the Premises and the current owner of the lessor's interest under the Lease, (iii) the Lease is in full force and effect and has not been amended, supplemented or modified except as described above, (iv) it has performed all of its material obligations under the Lease and as of the date hereof, it is not in default of any material term or condition set forth therein, (v) Sublandlord is validly in possession of the Premises pursuant to the leasehold interest granted to Sublandlord pursuant to the Lease, (vi) Sublandlord is current on its rent under the Lease (both base and additional) and to the best of its knowledge, Sublandlord has performed every other material term and condition under the Lease in accordance with the terms thereof, (vii) as of the date hereof, it is unaware of any defaults by Sublandlord under the Lease, and (viii) other than specifically set forth in the Lease, Sublandlord has no option to renew or extend the Lease term, option to purchase or right of first refusal regarding fee ownership of the Premises, or any other material obligation owing to Landlord.
2. Landlord consents to the execution and performance by Subtenant of a mortgage or deed of trust in favor of MLC of Subtenant's interest in the Sublease and acknowledges the existence of a security agreement of Subtenant with MLC regarding the other Collateral (collectively, the "Security Documents"), and Landlord agrees that the execution of the Security Documents by Subtenant will not constitute a default under the Lease. Landlord agrees that, as between it and MLC, Landlord will not assert against any of the Collateral any statutory, consensual or other liens, all of which being hereby subordinate to the rights and priorities afforded MLC under the Security Documents.
3. Landlord agrees that, as between it and MLC, none of the Collateral located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises, and any lien rights granted to Landlord under the Lease are hereby subordinated to the liens of MLC.
4. If Subtenant defaults on its obligations to MLC, MLC shall have 60 days, from delivery of notice of such default to Landlord, to carry out the actions described in this paragraph (subject to reasonable extensions during any period in which MLC can not lawfully perform any such curative measures). If MLC undertakes to enforce its security interest in the Collateral, Landlord will permit MLC and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral, provided any damages to the Premises caused by removal of the Collateral are repaired.
5. Landlord shall not, in the exercise of any of the rights arising or which may arise out of the Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof (whether as a result of Sublandlord's default or otherwise), disturb or deprive Subtenant in or of its possession or its rights to possession of the Premises or of any right or privilege granted to or inuring to the benefit of Subtenant under the Sublease, provided that Subtenant is of any applicable notice and cure period.



6. In the event of the termination of the Lease by reentry, notice, conditional limitation, surrender, summary proceeding or other action or proceeding, or otherwise, or, if the Lease shall terminate or expire for any reason before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Sublease and if immediately prior to such surrender, termination or expiration the Sublease shall be in full force and effect, Subtenant shall not be made a party in any removal or eviction action or proceeding nor shall Subtenant be evicted or removed of its possession or its right of possession of the Premises be disturbed or in any way interfered with, and the Sublease shall continue in full force and effect as a direct lease between Landlord and Subtenant.
7. Any notice(s) required or desired to be given hereunder to MLC shall be directed to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., at 222 North LaSalle St., 16th Floor, Chicago, Illinois 60601, and shall be sent by a regularly scheduled overnight delivery carrier with delivery fees prepaid or by certified mail, postage prepaid, return receipt requested, or if either method unavailable, by another similar method available to Landlord.
8. The agreements contained herein may not be modified or terminated orally and shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of MLC and its successors and assigns.
9. This Agreement may be executed in one or more counterparts, and together all such counterparts shall constitute one original.
10. The agreements contained herein shall continue in full force and effect until all of Subtenants' obligations and liabilities to MLC are paid and satisfied in full and all financing arrangements between MLC and Subtenant have been terminated.



Executed and delivered as of the 25 day of June, 2007 at Los Angeles, CA.

LANDLORD:

Skagit Capital, LLC

By: Safco Capital Corp.
Manager

By: John Safi JOHN SAFI
Its: president

STATE OF CALIFORNIA)
) ss.
County of LOS ANGELES)

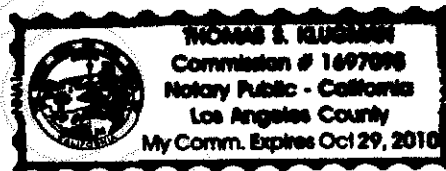
On JUNE 25, 2007 before me, Thomas S. Klugman, notary public, personally appeared John Safi personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed 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 of Notary

Thomas S. Klugman

(Affix seal here)



200711140056
Skagit County Auditor

SUBTENANT:

DWO, LLC

By: x
Its: _____

[Handwritten signature]

STATE OF California)
) SS.
County of Orange)

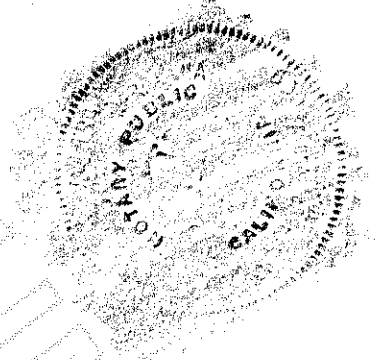
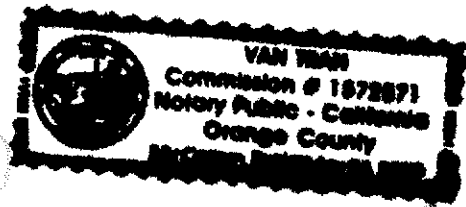
On August 30, 2007 before me, Van Tran, notary public, personally appeared Trisha Phaid personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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 of Notary

(Affix seal here)

[Handwritten signature]



Return To:
First American Title Ins. Co.
National Commercial Services
7370 College Parkway, Suite 104
Fort Myers, FL 33907

[SIGNATURE PAGE TO PRIME LANDLORD'S CONSENT]



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:

Lot 6, Binding Site Plan No. MV-1-93 entitled Skagit Valley Square, approved September 29, 1993, recorded September 30, 1993 in Book 10 of Short Plats, pages 240-246, inclusive, under Auditor's File No. 9309300143 and being a portion of the Northeast ¼ of the Southeast ¼ of Section 18, Township 34 North, Range 4 East, W.M.,

4829-1261-0305.1
Store No. 2049
Skagit County



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Skagit County Auditor

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