


WHEN RECORDED RETURN TO:

Fidelity National Title – NTS DIV
Attn: Kelli J. Vos
40 N. Central Avenue, Suite 2850
Phoenix, AZ 85004

Escrow No. Z06-01426F-KJV


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Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273

IC38401

DOCUMENT TITLE(s):

1. **ASSIGNMENT OF GROUND LEASE**

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

9107240054

☐ Additional numbers on page _____ of the document

LESSOR(s):

1. **PPR CROSS COURT LLC, a Delaware Limited Liability Company**
2. **ZANNER HUBER, INC., a Washington Corporation**

☐ Additional names on page _____ of the document

LESSEE(s):

1. **RED ROBIN INTERNATIONAL, INC., a Nevada Corporation**

☐ Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

Ptn. SE NE, 6-34-4



☒ Complete legal description is on page 7 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

**340406-0-072-0102/P102562
340406-0-072-0011/P23694**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 01 2006

Amount Paid \$ 
By  Skagit Co. Treasurer Deputy

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to
verify the accuracy or completeness of the indexing information provided herein.

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE ("Agreement") is made as of this 7TH day of July 2006 by and among PPR CROSS COURT LLC, a Delaware limited liability company ("Landlord"), ZANNER HUBERT, INC., a Washington corporation ("Assignor"), and RED ROBIN INTERNATIONAL, INC., a Nevada corporation ("Assignee"), dba Red Robin Burger and Spirits Emporium.

RECITALS

- A. Winmar Cascade, Inc., a Washington corporation ("WCI") and Assignor entered into that certain Ground Lease made as of February 11, 1991 ("Shopping Center Lease"), for the lease of certain premises more commonly known as space Q01 ("Premises") in the City of Burlington, County of Skagit, State of Washington, in a commercial project commonly referred to as Cross Court Plaza ("Center"), all as more particularly set forth in the Lease.
- B. WCI and Assignor entered into that certain First Amendment to Lease made as of May 6, 1991 ("First Amendment").
- C. Landlord succeeded to all right, title and interest in the Lease held by WCI.
- D. The Shopping Center Lease and First Amendment are sometimes collectively referred to as the "Lease".
- E. Assignor desires by this Agreement to assign all of its right, title and interest in and to the Lease to Assignee subject to the terms of the Lease and this Agreement.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.
- 2. **Assignment.** Assignor assigns to Assignee all of its right, title and interest in the Lease as of July 10, 2006 ("Effective Date").
- 3. **Assumption.** Assignee acknowledges that it has received a copy of the Lease from Assignor and that Assignee assumes and agrees to be bound by and perform all covenants, conditions, obligations and duties of Assignor under the Lease. Without limiting the preceding, Assignee further agrees that it shall pay to Landlord, upon demand, any rent (including without limitation, Fixed Minimum Rent and additional rent) which (a) shall be outstanding against Assignor as of the Effective Date and which Assignor has failed to pay to Landlord and (b) which, as a result of any adjustment provided in the Lease, may become due against insufficient payment(s) of any previously paid sum(s).
- 4. **Assignor's Obligations.** Assignor shall remain obligated to Landlord for the full performance of all covenants, conditions, obligations and duties required of Tenant under the Lease and shall not be



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relieved of any such performance thereunder as a result of this Assignment. However, as of the Effective Date, Assignor shall have no continuing or future possessory rights in and to the Premises and thereafter waives any right it may possess to receive notice from Landlord relative to this Agreement or the Lease.

5. **Fee.** Assignor shall pay to Landlord, upon execution of this Agreement by Assignor and Assignee and delivery thereof to Landlord, the sum of \$750.00, which Assignor agrees is fair compensation for Landlord's handling and processing of this transaction and as required pursuant to the provisions of Section 14.5 of the Lease.

6. **Consent of Landlord.** Landlord's consent to the assignment of the Lease to Assignee shall be effective only at such time as this Agreement has been executed by all of the parties hereto.

7. **Assignor's Representations.** Assignor represents and covenants as follows:

7.1. That the Lease is in full force and effect, Assignor's interest therein is free and clear of all encumbrances, and Assignor has fully performed all covenants and obligations under the Lease and has not done or permitted any acts in violation of the covenants contained in the Lease.

7.2. That it has not heretofore assigned, mortgaged or otherwise transferred, amended or encumbered, voluntarily or involuntarily, the Lease or its interest therein.

7.3. That Landlord has fully performed all the covenants and obligations on its part to be performed and observed under the Lease; that Landlord has not done or permitted any act or acts in violation of any of the covenants, provisions or terms thereof; and that there is not now in existence any reason or claim to offset, deduct or decrease any payments due under the Lease.

8. **Assignee's Representations.** Assignee acknowledges and represents that it has inspected the Premises and hereby agrees to take the Premises in the condition existing upon the Effective Date.

9. **Assignee's Address for Notices.** Assignee's address for notices shall be the following, unless changed in accordance with the Lease:

Red Robin International, Inc.
6312 South Fiddler's Green Circle, Suite #200 North
Greenwood Village, Colorado 80111
Attention: Katherine Scherping, CFO

With a copy to:

Red Robin International, Inc.
6312 South Fiddler's Green Circle, Suite #200 North
Greenwood Village, Colorado 80111
Attention: Chief Legal Officer

10. **Assignor's Address for Notices.** Assignor's address for notices shall be the following unless Assignor notifies both Landlord and Assignee in writing of a change in address:



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Zanner Hubert, Inc.
6840 Fort Dent Way, Suite #350
Seattle, Washington 98188
Attention: Kevin Sonneborn

11. **Effect.** Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect.

12. **No Modification or Waiver.** Except as otherwise expressly set forth herein, nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Lease.

13. **No Offer.** Landlord, Assignor and Assignee hereby agree that Landlord's submission of this Agreement to Assignor and Assignee shall not constitute an offer to amend the Lease. This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord, Assignor, and Assignee.

14. **Brokers.** Assignor and Assignee shall each hold Landlord harmless from, and indemnify Landlord against, all damages (including attorneys' fees and costs) resulting from any claims that may be asserted against Landlord by any broker, finder or other person (except for Macerich Management Company, Macerich Property Management Company, Macerich Westcor Management LLC, Westcor Partners, L.L.C. or Westcor Partners of Colorado, LLC) with whom Assignor and/or Assignee has, or purportedly has, dealt in connection with the transactions set forth in this Agreement.

15. **Captions.** The captions and Section numbers appearing in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Agreement.

16. **Schedules.** The Schedules, if any, attached to this Agreement are hereby incorporated herein and made a part hereof.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

18. **Successors.** The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

19. **Tenant's Representation.** Except for the assignment which is the subject of this Agreement, Assignor represents that it holds the entire tenant interest in the Lease and that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease.

20. **Executory Authority.** Each party executing this Agreement hereby represents and warrants that the individual executing this Agreement on behalf of such party has full power and authority to bind such party to the terms hereof.

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21. **Attorneys' Fees.** In the event that at any time after the date hereof any of the parties hereto shall institute any action or proceeding against the other(s) relating to this Agreement, then and in that event, the party(ies) not prevailing in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

PPR CROSS COURT LLC,
a Delaware limited liability company

By: PACIFIC PREMIER RETAIL TRUST,
a Maryland real estate investment trust,
its sole member

By: [Signature]
Name: DANA K. ANDERSON
Its: Vice Chairman

ASSIGNOR:

ZANNER HUBERT, INC.,
a Washington corporation

By: [Signature]
Name: Kevin Sonnenborn
Title: President

By: [Signature]
Name: Kevin Sonnenborn
Title: Secretary

ASSIGNEE:

RED ROBIN INTERNATIONAL, INC.,
a Nevada corporation

By: [Signature]
Name: John W. Grant
Title: Vice President

By: [Signature]
Name: Katherine L. Scheping
Title: Secretary

THIS ASSIGNMENT OF GROUND LEASE SHALL NOT BE RECORDED

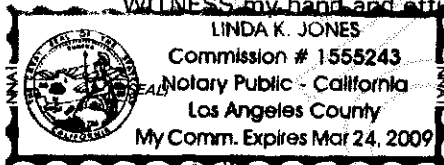


LANDLORD'S ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles } SS.

On July 7, 2006, before me, the undersigned, a Notary Public in and or said State, personally appeared Kenneth A. Anderson and _____, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same.

WITNESS my hand and official seal.

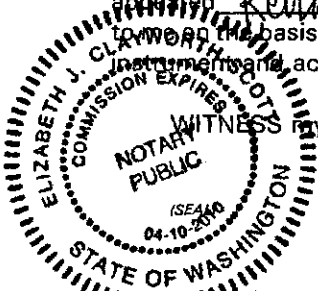


Signature Linda K. Jones

ASSIGNOR'S ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King } SS.

On 6/29/06, before me, the undersigned, a Notary Public in and or said State, personally appeared Kevin Sonneborn and Kevin Sonneborn, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same.



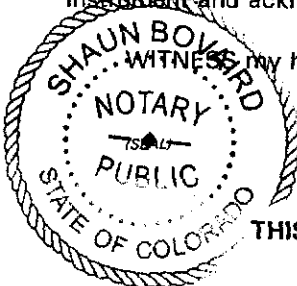
WITNESS my hand and official seal.

Signature Elizabeth J. Clay

ASSIGNEE'S ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Arapahoe } SS.

On 6/28/06, before me, the undersigned, a Notary Public in and or said State, personally appeared John Grant and Katherine Scherpins, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same.



WITNESS my hand and official seal.

My Commission Expires 5-19-2009

Signature Shaun Boyd

THIS ASSIGNMENT OF GROUND LEASE SHALL NOT BE RECORDED



**Legal Description for Winmar Cascade, Inc.
July 9, 1990**

Cross Court Parcel

That portion of the South one-half of the Southeast one-quarter of the Northeast one-quarter of Section 6, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the East Quarter Corner of said Section 6; thence North $0^{\circ}17'42''$ East, along the East line of said Section 6, a distance of 667.12 feet to the Northeast corner of the South one-half of the Southeast one-quarter of the Northeast one-quarter of said Section 6; thence North $88^{\circ}59'14''$ West, along the North line of said South one-half 50.01 feet to the intersection with the Westerly margin of Burlington Boulevard, said intersection being the Northeast corner of Tract 2 as shown on Boundary Line Adjustment recorded in Volume 831 of official records at pages 325 through 338, under Auditor's File No. 8907210034, records of Skagit County, Washington; thence South $0^{\circ}17'42''$ West, along the East line of said Tract 2, a distance of 604.09 feet to the beginning of a curve to the right having a radius of 29.50 feet; thence along the arc of said curve to the right, in a Southwesterly direction through a central angle of $37^{\circ}39'38''$ an arc distance of 19.39 feet; thence continue along the South line of said Tract 2, North $88^{\circ}50'37''$ West, 697.31 feet to the beginning of a curve to the left, having a radius of 125.50 feet; thence along the arc of said curve to the left, in a Southwesterly direction, through a central angle of $24^{\circ}11'39''$ an arc distance of 53.00 feet; thence continue along the South line of said Tract 2, South $66^{\circ}57'44''$ West, 111.61 feet; thence continue along the South line of said Tract 2, North $88^{\circ}50'40''$ West, 121.19 feet to the Southwest corner of said Tract 2; thence North $0^{\circ}08'10''$ East, along the West line of said Tract 2, a distance of 664.55 feet to the Northwest corner of said Tract 2; thence South $88^{\circ}59'14''$ East along the North line of said Tract 2, a distance of 992.52 feet to the POINT OF BEGINNING.



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