



201406120149

WHEN RECORDED, RETURN TO:

Cash & Carry Stores LLC
600 Citadel Drive, 4th Floor
Los Angeles, California 90040
Attention: Property Manager

Skagit County Auditor

\$77.00

6/12/2014 Page

1 of

6 1:39PM

(Space Above For Recorder's Use)
GUARDIAN NORTHWEST TITLE CO.

MEMORANDUM OF LEASE FOR RECORDING

103888-2

THIS MEMORANDUM OF LEASE is dated for reference purposes as of the 6th day of June, 2014, by and between REAL ESTATE AFFILIATES, INC., a California corporation (as "**Landlord**"), and CASH & CARRY STORES LLC, an Oregon limited liability company (as "**Tenant**").

1. ADDRESS OF LANDLORD. c/o AGREE BURLINGTON, LLC, 31850 Northwestern Highway, Farmington Hills, Michigan 48334.

2. ADDRESS OF TENANT. CASH & CARRY STORES LLC, 600 Citadel Drive, 4th Floor, Los Angeles, California 90040, Attention: Property Manager, with a copy to the same address, Attention: Legal Department.

3. DESCRIPTION OF PREMISES. Landlord hereby leases to Tenant real property containing approximately Twenty Thousand (20,000) Leasable Square Feet (Dimensions 160' frontage x 118' depth) located in the City of Burlington, County of Skagit, State of Washington and constructed on land described in Exhibit A attached hereto.

4. INITIAL TERM OF LEASE. The Initial Term of the Lease is fifteen (15) years.

5. OPTIONS TO EXTEND. The Lease grants to Tenant successive options to extend the Lease Term from the date upon which the Lease Term would otherwise expire for Six (6) additional consecutive periods of Five (5) years each.

6. RESTRICTIONS ON CONSTRUCTION. Landlord will not create out parcels or pad sites on the Premises, without Tenant's prior written consent, which may be refused in Tenant's sole discretion. If Landlord changes the sizes or arrangements of the Common Areas in a material respect, decreases the parking count below the number required by applicable Laws (subject to any variance or permitted non-conforming use or similar provision granted by the applicable governmental authority with jurisdiction over such parking requirements, provided the parking count does not fall below the number of spaces required for Tenant to effectively operate

its business, as reasonably determined by Tenant) or Landlord constructs new out parcels or pad sites on the Premises without first obtaining Tenant's prior consent as set forth in Sections 4.5 and 4.6, Tenant may terminate this Lease by written notice to Landlord upon thirty (30) days advance written notice to Landlord, subject to Landlord's right to cure within such time, or seek other remedies, including specific enforcement of the terms of Sections 4.5 and 4.6 by injunctive relief.

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

EXECUTED this 6th day of June, 2014

TENANT

CASH & CARRY STORES LLC,
an Oregon limited liability company

By: *Anthony Bernardini*
Name: **Anthony Bernardini**
Title: **Authorized Signatory**

By: *Donald G. Alvarado*
Name: **DONALD G. ALVARADO**
Title: **Senior Vice President
and Secretary**

LANDLORD

REAL ESTATE AFFILIATES, INC.,
a California corporation

By: _____
Name: _____
Title: _____

Date of Execution By Landlord:
_____, 2014



Skagit County Auditor

\$77.00

6/12/2014 Page

2 of

6 1:39PM

its business, as reasonably determined by Tenant) or Landlord constructs new out parcels or pad sites on the Premises without first obtaining Tenant's prior consent as set forth in Sections 4.5 and 4.6. Tenant may terminate this Lease by written notice to Landlord upon thirty (30) days advance written notice to Landlord, subject to Landlord's right to cure within such time, or seek other remedies, including specific enforcement of the terms of Sections 4.5 and 4.6 by injunctive relief.

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

EXECUTED this 6th day of June, 2014

TENANT

CASH & CARRY STORES LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LANDLORD

By: [Signature]
Name: ALAN GOTTlieb
Title: President

Date of Execution By Landlord:
June 6, 2014



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 6, 2014 before me, DONNA F. ALI, NOTARY PUBLIC

personally appeared ANTHONY BERNARDINI, AND DONALD G. KLUKADO

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 Donna F. Ali
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ACKNOWLEDGMENTS

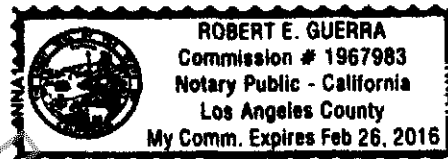
State of California
County of Los Angeles } ss.

On 6/6/14 before me, Robert E. Guerra, Notary Public, personally appeared Alan Gottlieb, 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 signatures(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.

Robert E. Guerra
Signature



(seal)

State of California
County of _____ } ss.

On _____ before me, _____, Notary Public, personally appeared _____, 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 signatures(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.



EXHIBIT A

LEGAL DESCRIPTION

Lots 19, 20, 21, 22, 23 and 24, Block 6, "KNUTZEN'S ADDITION TO THE TOWN OF BURLINGTON", as per plat recorded in Volume 3 of Plats, page 80, records of Skagit County, Washington;

EXCEPT that portion of lots 22, 23 and 24 conveyed to the City of Burlington under Auditor's File No. 200809240055.