

**This instrument prepared by:**

Matthew J. Swett, Esquire  
Pepper Hamilton LLP  
3000 Two Logan Square  
18<sup>th</sup> and Arch Streets  
Philadelphia, PA 19103



201512090079

Skagit County Auditor \$79.00  
12/9/2015 Page 1 of 7 2:53PM

**After recording, return to:**

MDC East College, LLC  
Attn: Legal Department  
11995 El Camino Real  
San Diego, CA 92130

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20154965  
DEC 09 2015

Amount Paid \$55,185.<sup>00</sup>  
Skagit Co. Treasurer  
By *Mmm Deputy*

GUARDIAN NORTHWEST TITLE CO.

Tax Parcel Nos. 340417-3-005-0006 (P25984), 340417-0-080-0000 (P25678)

17-34-4 NW-30

109877

**ASSIGNMENT OF GROUND LEASE**

THIS ASSIGNMENT OF GROUND LEASE (this "**Assignment**") is made the 3 day of December, 2015, and effective as of December 4, 2015, by and between **THRIFTY PAYLESS, INC.**, a California corporation ("**Assignor**"), and **MDC EAST COLLEGE, LLC**, a Delaware limited liability company ("**Assignee**").

**RECITALS:**

WHEREAS, Assignor is the ground lessee under that certain Ground Lease (the "**Original Ground Lease**") dated March 30, 1998, by and between Assignor, as ground lessee, and Mount Vernon Plaza Associates, LLC, a Washington limited liability company, as successor-in-interest to Mount Vernon Plaza Associates, a general partnership, as ground lessor ("**Ground Lessor**"), with respect to that certain real property described therein, which real property is more fully described on **Exhibit A** attached hereto (the "**Leased Premises**");

WHEREAS, to evidence the Original Ground Lease, that certain Memorandum of Lease was recorded in the office of the Recorder of Deeds in and for Skagit County, Washington, as Instrument No. 200106150020 (the "**Memorandum of Ground Lease**");

WHEREAS, the Original Ground Lease was amended by that certain First Amendment to Ground Lease dated March 30, 2007, between Assignor and Ground Lessor (the "**First Amendment**"), and by that certain Second Amendment to Ground Lease dated June 6, 2012, between Assignor and Ground Lessor (the "**Second Amendment**");

WHEREAS, the Original Ground Lease was amended by that certain Third Amendment to Lease, dated on or before the date hereof, between Assignor and Ground Lessor (the "**Third Amendment**" and, together with the Original Ground Lease, the Memorandum of Ground Lease, the First Amendment and the Second Amendment, collectively, the "**Ground Lease**");

WHEREAS, Assignor desires to assign and transfer the Ground Lease (which term shall include, for the purposes of this assignment, all of its right, title and interest in the structures and improvements on the Leased Premises) to Assignee, and Assignee desires to accept such assignment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

**AGREEMENT:**

1. Assignor hereby transfers and assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Ground Lease and the leasehold estate in the Leased Premises created thereunder (including, without limitation, the right to occupy and use the Leased Premises in accordance with the terms of the Ground Lease).

2. Assignee hereby accepts the foregoing assignment and transfer; provided, however, that such acceptance does not constitute an acceptance or assumption of any obligations or liabilities accruing thereunder on or before the date hereof.

3. Each party represents and warrants to the other party that this Assignment has been duly authorized, executed and delivered and is enforceable against each of them in accordance with its terms.

4. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first set forth above.

**ASSIGNOR:**

**THRIFTY PAYLESS, INC.,**  
a California corporation

By: \_\_\_\_\_

Name: Joseph J. Notarianni, Jr.  
Title: Vice President

**ASSIGNEE:**

**MDC EAST COLLEGE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Michael R. Pfeiffer  
Title: Executive Vice President,  
General Counsel

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first set forth above.

**ASSIGNOR:**

**THRIFTY PAYLESS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**MDC EAST COLLEGE, LLC,**  
a Delaware limited liability company

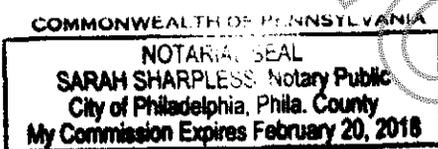
By:   
Name: Michael R. Pfeiffer  
Title: Executive Vice President,  
General Counsel

Approved As To Form  
Legal Department  
  
S. Jensen

COMMONWEALTH OF PENNSYLVANIA :  
: COUNTY OF PHILADELPHIA :

On the 3 day of December, 2015, before me, the undersigned officer, personally appeared Joseph J. Notarianni, Jr., who acknowledged himself to be the Vice President of THRIFTY PAYLESS, INC., a California corporation, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.



Sarah Sharpless  
Notary Public

*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 SAN DIEGO

On \_\_\_\_\_, 2015 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 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 of Notary Public

(Notary Seal)

COMMONWEALTH OF PENNSYLVANIA :  
:  
COUNTY OF PHILADELPHIA :

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared Joseph J. Notarianni, Jr., who acknowledged himself to be the Vice President of THRIFTY PAYLESS, INC., a California corporation, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

*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 SAN DIEGO

On December 1, 2015 before me, Christine Franchino, Notary Public, personally appeared Michael R. Pfeiffer, 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.

Christine Franchino  
Signature of Notary Public



(Notary Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH  $87^{\circ}56'09''$  EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 231.95 FEET; THENCE SOUTH  $02^{\circ}04'51''$  WEST, PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $02^{\circ}04'51''$  WEST, A DISTANCE OF 194.57 FEET; THENCE NORTH  $87^{\circ}55'09''$  WEST, A DISTANCE OF 99.07 FEET; THENCE NORTH  $02^{\circ}04'51''$  EAST, A DISTANCE OF 8.73 FEET; THENCE NORTH  $87^{\circ}55'09''$  WEST, A DISTANCE OF 23.61 FEET; THENCE NORTH  $01^{\circ}32'41''$  EAST, A DISTANCE OF 154.84 FEET; THENCE NORTH  $49^{\circ}43'09''$  EAST, A DISTANCE OF 46.01 FEET; THENCE SOUTH  $87^{\circ}55'09''$  EAST, A DISTANCE OF 90.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NON-EXCLUSIVE BENEFITS OF THE DECLARATION OF PARKING EASEMENT AND RECIPROCAL ACCESS EASEMENTS BETWEEN 223 NORTH GREEN BAY STREET, LLC AND MOUNT VERNON PLAZA ASSOCIATES, LLC DATED 7/21/09, RECORDED 7/30/09, AUDITOR'S NO. 200907300083.