

After Recording, Return to:  
First American Title Insurance Company  
Attn: Cathy Hesselstine  
30 N. LaSalle St. Suite 2700  
Chicago, IL 60602



201606060112

Skagit County Auditor

\$80.00

6/6/2016 Page

1 of

8 11:33AM

NCS 795259 10/2017

Document Title(s) (or transactions contained therein):  Assignment and Assumption of Burlington Lease
Reference Number(s) of Documents assigned or released:  200107200125
Assignor(s):  HAGGEN, INC., a Washington corporation
Assignee(s):  SAFEWAY INC., a Delaware corporation
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)  Lot A of Boundary Line Adjustment Survey No. BLA6-00, being a ptn. of Gov't Lt. 1, Sec. 6, T34N, R4EWM.  Full legal description on Exhibit A of document.
Tax parcel number(s):  8066-000-001-0000 and 8066-000-005-000

Assignment and Assumption of Lease  
Store #3436 (Burlington, WA)  
Former Store #15

Burlington, Washington  
Store #3436

**ASSIGNMENT AND ASSUMPTION  
OF LEASE**

This ASSIGNMENT AND ASSUMPTION OF LEASE (“**Assignment**”) is made as of the 2 day of JUNE, 2016 (the “**Effective Date**”), by and between **Haggen, Inc.**, a Washington corporation (“**Assignor**”) and **Safeway Inc.**, a Delaware corporation (“**Assignee**”).

RECITALS:

Whereas, this Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement dated March 25, 2016, as amended (the “**APA**”), by and among Assignor, Haggen Operations Holdings, LLC, Haggen Opco North, LLC, and Albertson's LLC (each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the APA); and

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor desires to assign to Assignee the Lease described in **Schedule I** attached hereto and incorporated herein by this reference including all amendments, modifications, and supplements thereto and security deposits (if any) relating thereto (collectively, the “**Lease**”), and Assignee desires to accept an assignment of the Lease together with all right, title and interest of the Assignor thereunder. The property encumbered by the Lease (“**Leased Premises**”) is described on **Schedule II** attached hereto and incorporated herein. The parties agree as follows:

1. Assignor hereby assigns to Assignee, and to Assignee's successors and assigns, all of Assignor's estate, right, title and interest as tenant of the leasehold estate described under the Lease (including, for greater certainty, all rights, privileges and options contained in the Lease), free and clear of all Liens (except Permitted Liens).

2. Assignee hereby accepts said assignment, and assumes and agrees to pay, perform and discharge when due any and all of the Assumed Liabilities related to or arising under the Lease to the same extent as if the Assignee were named therein as the tenant thereunder.

3. Each party executing this Assignment represents that he is authorized to do so on behalf of the entity for which he is signing and that his signature binds said entity. This Assignment is binding upon and inures to the benefit of the parties hereto, their successors and assigns. This Assignment shall be recorded in the appropriate public records of the county in which the Leased Premises is located.

4. The terms of the APA, including, but not limited to, the representations,

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warranties, covenants, agreements and indemnities relating to the Lease are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern. For the avoidance of doubt, this Assignment shall not supersede in any respect, or otherwise effectuate any modification or waiver of, any provision of that certain Asset Purchase Agreement, dated December 10, 2014, by and among Haggen Holdings, LLC, Albertson's Holdings LLC and Buyer, as amended (the "2014 Agreement"), or that certain Settlement Agreement, dated January 21, 2016, by and among the Haggen Debtors, the Haggen Non-Debtors, the Committee, Albertson's, Cerberus, Comvest and the Settling Parties (as such terms are defined therein) (the "Settlement Agreement"), and the 2014 Agreement and the Settlement Agreement shall remain in full force and effect to the full extent provided therein; in the event of any ambiguity in the terms of the 2014 Agreement and Settlement Agreement, on the one hand, and the terms of this Assignment, on the other hand, regarding which agreement shall govern a particular matter, the terms of the 2014 Agreement and Settlement Agreement shall govern such matter.

5. Assignor hereby agrees to pay all Cure Costs relating to the Lease as provided in section 4.10 of the APA. Assignee shall not be liable for any liabilities arising from the Lease prior to the Closing Date (except Assumed Liabilities).

6. This Assignment and Assumption of Lease shall be governed and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof or of any other state, except to the extent that the Laws of such state are superseded by the Bankruptcy Code. Without limiting any party's right to appeal any order of the Bankruptcy Court, the parties agree that if any dispute arises out of or in connection with this Assignment and Assumption of Lease, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all disputes relating to this Assignment and Assumption of Lease and the transactions contemplated hereby. Such court shall have sole jurisdiction over such matters and the parties affected thereby and Assignor and Assignee each hereby consent and submit to such jurisdiction; provided, however, that if the Chapter 11 Case shall have closed and cannot be reopened, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any appellate court thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. In the event any such action, suit or proceeding is commenced, the parties hereby agree and consent that service of process may be made, and personal jurisdiction over any party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the

party at the address of such party set forth in Section 7.4 of the APA, unless another address has been designated by such party in a notice given to the other parties in accordance with the provisions of Section 7.4 of the APA. Notwithstanding anything to the contrary in this Assignment, the Sale Order and the transactions contemplated thereunder, Assignee's participation in the Bankruptcy Cases for the purpose of obtaining approval of the sale of Assets, this Assignment, the Sale Order and all other actions taken, or that may be taken, by Assignee or its agents in connection with all of the foregoing shall not constitute, and shall not be deemed to constitute, Assignee's knowing and voluntary consent to have the Bankruptcy Court adjudicate any claims or causes of action except to the extent expressly set forth herein or in the APA.

7. This Assignment, and the consents thereto, may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon the date first written above.

*[The remainder of the page is blank; signatures follow.]*

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 06 2016

Amount Paid \$  
Skagit Co. Treasurer  
By *mdm* Deputy

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**Haggen, Inc.,**  
a Washington corporation

By: [Signature]  
Name: Derrick Anderson  
Title: Secretary

STATE OF WASHINGTON )

) ss.

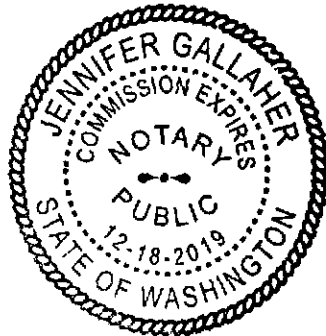
COUNTY OF WHATCOM )

On this 24 day of May, 2016, before me, the undersigned, personally appeared Derrick Anderson, Secretary of Haggen, Inc., a Washington corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person, acted, executed the instrument.

(NOTARIAL SEAL)

[Signature]  
Notary Public

My commission expires: 12/18/19



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**ASSIGNEE:**

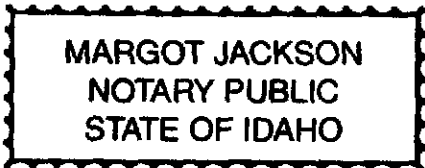
**Safeway Inc.**  
a Delaware corporation

By: [Signature]  
Name: **Bradley F. Beckstrom**  
Title: **Group Vice President**  
**Real Estate & Business Law**

THE STATE OF Idaho )  
County of Ada ) ss.

On this 25th day of May, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley F. Beckstrom to me known to be the Group VP of Safeway Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act an deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Margot Jackson  
Notary Public in and for the State of Idaho  
Residing at Mantoloking  
My commission expires: 8-26-20

- List of Schedules:  
Schedule I - Lease  
Schedule II - Leased Premises

**SCHEDULE I**  
**Lease**

Burlington Lease, dated July 5, 2001, by and between Briar Development Burlington LLC and Haggen, Inc.

Memorandum of Lease, dated July 5, 2001 and recorded on July 20, 2001, in the Official Records of Skagit County, Washington, as Instrument No. 200107200125.

First Amendment to Burlington Lease, dated March 11, 2011, by and between Briar Development Burlington LLC and Haggen, Inc.

Landlord Waiver, dated March 10, 2011.

Second Amendment to Burlington Lease, dated October 26, 2012, by and between MGP X REIT, LLC and Haggen, Inc.

Master Lease Termination and Modification Agreement, dated August 16, 2013, by and between MGP X REIT, LLC and MGP X DHP, LLC, on the one hand, and Haggen, Inc., on the other hand.

Third Amendment to Burlington Lease, dated as September 30, 2013, by and between MGP X REIT, LLC and Haggen, Inc.

Subject to that certain Order of the United States Bankruptcy Court for the District of Delaware dated March 29, 2016 as Case Number 15-11874(KG).

**SCHEDULE II**

**Legal Description, Leased Premises**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL "A":

LOT 1, HAGGEN RETAIL CENTER BINDING SITE PLAN NO. 3-06, ACCORDING TO THE RECORDED MAP THEREOF, APPROVED AUGUST 2, 2006, AND RECORDED AUGUST 14, 2006, UNDER SKAGIT COUNTY RECORDING NO. 200608140195.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES ESTABLISHED BY DOCUMENTS RECORDED AS AUDITOR'S FILE NO. 201012200187 AND AUDITOR'S FILE NO. 200207160094, WHICH DOCUMENT WAS AMENDED BY DOCUMENTS RECORDED AS AUDITOR'S FILE NOS. 200410250183, 200608220088 AND 200807240092

PARCEL "B":

LOT 5, HAGGEN RETAIL CENTER BINDING SITE PLAN NO. 3-06, ACCORDING TO THE RECORDED MAP THEREOF, APPROVED AUGUST 2, 2006, AND RECORDED AUGUST 14, 2006, UNDER SKAGIT COUNTY RECORDING NO. 200608140195.

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES ESTABLISHED BY DOCUMENTS RECORDED AS AUDITOR'S FILE NO. 201012200187 AND AUDITOR'S FILE NO. 200207160094, WHICH DOCUMENT WAS AMENDED BY DOCUMENTS RECORDED AS AUDITOR'S FILE NOS. 200410250183, 200608220088 AND 200807240092

**THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN  
TITLE INSURANCE CO. AS AN ACCOMMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON TITLE.**

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