

After recording, return to:

Safeway Inc.
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229
Attn: Real Estate Law Department
(RE: #3436AS)

Document Title:

Memorandum of Fifth Amendment to Lease

Reference No. of Document Amended:

200107200125

Grantor (Landlord):

MGP X PROPERTIES, LLC

Grantee (Tenant):

SAFEWAY INC.

Abbreviated Legal Description:

Lots 1 and 12 Burlington North Marketplace

Additional Legal Description Found On:

Exhibit A

Assessor's Property Tax Parcel Number or Account Number:

P133470 and P133481

1038844-05

MEMORANDUM OF FIFTH AMENDMENT TO LEASE

THIS MEMORANDUM OF FIFTH AMENDMENT TO LEASE (this “**Memorandum**”) is made as of December 28, 2020 (the “**Effective Date**”) by and between MGP X PROPERTIES, LLC, a Delaware limited liability company (“**Landlord**”); and SAFEWAY INC., a Delaware corporation (“**Tenant**”). Such parties are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Landlord (as successor in interest to MGP X REIT, LLC, a California limited liability company and Briar Development Burlington LLC, a Washington limited liability company) and Tenant (as successor in interest to Haggen, Inc., a Washington corporation), entered into that certain Burlington Lease dated as of July 5, 2001 (the “**Original Lease**”), as amended, with respect to the Premises containing approximately sixty-three thousand five hundred (63,500) square feet of Building Area located at 757 Haggen Drive (MGP Unit #613-001 and Safeway/Haggen Store #3436AS), in the City of Burlington, County of Skagit, State of Washington, as more particularly described in the Existing Lease. The Original Lease and the prior amendments are hereinafter sometimes collectively referred to as the “**Existing Lease**”.

B. A Memorandum of Lease was recorded on July 20, 2001 in the Official Records of Skagit County as Instrument Number 200107200125.

C. Landlord and Tenant are entering into a Fifth Amendment to Lease (the “**Amendment**”), amending certain terms and provision of the Existing Lease. The Existing Lease and the Amendment are hereinafter sometimes collectively referred to as the “**Lease**”.

D. Landlord and Tenant desire to execute and record this Memorandum in order to put third parties on notice of some of the terms and provisions of the Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **INCORPORATION OF TERMS.** All of the terms and provisions of the Existing Lease and the Amendment are incorporated in this Memorandum by this reference with the same force and effect as if set forth in full in this Memorandum. Capitalized terms used in this Memorandum without definition will have the same meanings as set forth in the Existing Lease and the Amendment. In the event of any inconsistency between the terms of this Memorandum and the Amendment, the terms of the Amendment will prevail as between Landlord and Tenant.

2. **LEASE TERMS.** Among other things, the Amendment provides the following:

2.1. **Term.** The term of the Lease shall be extended ten (10) years, commencing February 1, 2027 and ending on January 31, 2037.

2.2. **Options.** Tenant may extend the term of the Lease for three (3) additional periods of five (5) years each.

2.3. Other Terms. The Amendment contains other terms, as more fully set forth therein.

3. GENERAL. This Memorandum and the Amendment will be binding upon and inure to the benefit of the Parties and their respective transferees, successors and assigns. This Memorandum may be executed in counterparts, each of which, when taken together, will constitute one and the same instrument. All Exhibits attached to this Memorandum are incorporated herein by this reference.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the day and year first above written.

[Remainder of Page Intentionally Left Blank]

LANDLORD:

MGP X PROPERTIES, LLC,
a Delaware limited liability company

By: Merlone Geier X, LLC,
a California limited liability company,
its Manager

By: Name: **BRADLEY A. GEIER**
CHAIRMAN

Title: _____

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)

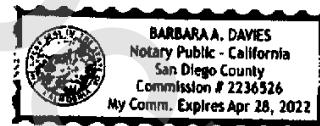
On December 28, 2020 before me, Barbara A. Davies, a Notary Public, personally appeared Bradley A. Geier, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 

(SEAL)



TENANT:

SAFEWAY INC.,
a Delaware corporation

By:

Thomas L. Hansen
Authorized Signatory

FORM APPROVED: *for*

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 Alameda)

On December 28 2020, before me, Angela Parliament, a Notary Public, personally appeared Thomas L. Hansen, 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

Angela Parliament

(SEAL)

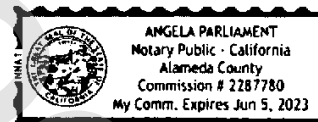


Exhibit A
Legal Description of Premises

PARCEL A:

LOTS 1 AND 12, INCLUSIVE, OF "BURLINGTON NORTH MARKETPLACE BINDING SITE PLAN" AS PER SURVEY APPROVED OCTOBER 11, 2016 AND RECORDED OCTOBER 14, 2016 AS SKAGIT COUNTY AUDITOR'S FILE NO. 201610140005; BEING PORTIONS OF GOVERNMENT LOT 1 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

PARCEL B:

EASEMENTS FOR INGRESS, EGRESS, UTILITIES AND PARKING AS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT, RECORDED JULY 16, 2002 UNDER SKAGIT COUNTY AUDITOR'S NO. 200207160094, WHICH DOCUMENT WAS AMENDED BY DOCUMENTS RECORDED AS AUDITOR'S FILE NOS. 200410250183, 200608220088 AND 200807240092.