

After recording, return to:

Apollo Net Lease Capital Corp.
5973 Avenida Encinas, Suite 301
Carlsbad, CA 92008
Attention: Jenette S. O'Brien

Document Title or Titles

Memorandum of Assignment of Lease

Reference Nos. of Documents Assigned or Released:

200107200125 and 201606060112

Name of Assignor:

MGP X PROPERTIES, LLC

Name of Assignee:

NNN OPP OWNER VII, LLC

Pages referencing additional names: N/A

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

NCS 1238844-05

MEMORANDUM OF ASSIGNMENT OF LEASE

This MEMORANDUM OF ASSIGNMENT OF LEASE (this “**Memorandum of Assignment**”) is made as of December 29, 2020 (the “**Effective Date**”), by and between MGP X PROPERTIES, LLC, a Delaware limited liability company, having its principal office at 4365 Executive Drive, Suite 1400, San Diego, CA 92121 (“**Assignor**”), and NNN OPP OWNER VII, LLC, a Delaware limited liability company, having its principal address at 5973 Avenida Encinas, Suite 301, Carlsbad, CA 92008, Attn: Jenette S. O’Brien (“**Assignee**”).

RECITALS

- A. Assignor, as 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 Safeway Inc., a Delaware corporation (“**Tenant**”), as tenant (as successor-in-interest to Haggen, Inc., a Washington corporation), are the current parties to that certain Burlington Lease dated as of July 5, 2001, as amended by that certain First Amendment to Burlington Lease, dated March 11, 2011, that certain Second Amendment to Burlington Lease, dated October 26, 2012, that certain Third Amendment to Burlington Lease, dated September 30, 2013, that certain Assignment and Assumption of Lease, dated June 2, 2016, that certain Fourth Amendment to Burlington Lease, dated September 30, 2016, and that certain Fifth Amendment to Burlington Lease, dated December 28, 2020 (collectively, as amended and assigned to date, the “**Lease**”), under which Landlord leases to Tenant certain real property located in Skagit County, Washington, as more particularly described on Exhibit A attached hereto (the “**Premises**”).
- B. A Memorandum of Lease dated July 5, 2001, recorded July 20, 2001, in the Office of the Skagit County Auditor as Document Number 200107200125, as assigned by that Assignment and Assumption of Lease dated June 2, 2016, recorded June 6, 2016, in the Office of the Skagit County Auditor as Document Number 201606060112, and as amended by that certain Memorandum of Fifth Amendment to Lease dated December 28, 2020, recorded January 12, 2021, in the Office of the Skagit County Auditor as Document Number 202101120031, to provide notice to third parties of the estate of Tenant in the Premises and of the Lease.
- C. Pursuant to that Assignment of Leases dated of even date herewith (the “**Assignment**”), by and between Assignor and Assignee, Assignor has assigned all of its right, title and interest under the Lease to Assignee and Assignee has agreed to be bound by all of the terms and conditions under the Lease.
- D. Assignor and Assignee desire to execute this Memorandum of Assignment in order that third parties may have notice of the existence of the Assignment.

NOW, THEREFORE, incorporating the recitals above and in consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The above Recitals are incorporated by reference as if restated herein.
2. **Assignment of Lease.** Subject to the terms of the Assignment, Assignor has assigned, and Assignee has assumed, all of Assignor's right, title and interest in the Lease.
3. **Conflict.** This Memorandum of Assignment is intended for recording purposes only, and does not modify, ratify, reimpose, supersede, diminish, add to or change any of the terms of the Lease or the Assignment in any respect. In the event of a conflict between the provisions of this Memorandum of Assignment and the provisions of the Assignment or the Lease, the provisions of the Assignment or the Lease, as applicable, shall control.
4. **Counterparts.** This Memorandum of Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Memorandum of Assignment of Lease – 757 Haggen Drive, Burlington,
Skagit County, Washington]

Assignor:

**MGP X PROPERTIES, LLC,
a Delaware limited liability company**

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

By: [Signature]
Bradley A. Geier, Chairman

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 18, 2020, before me, Barbara A. Davies,
(insert name and title of the officer)

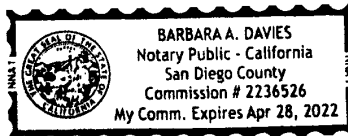
Notary Public, personally appeared Bradley A. Geier,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their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

(Seal)



*[Signature Page to Memorandum of Assignment of Lease – 757 Haggen Drive, City of
Burlington, Skagit County, Washington]*

Assignee:

NNN OPP OWNER VII, LLC, a Delaware limited liability company

By: 

Name: Jenette O'Brien

Title: Authorized Signor

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.

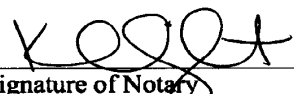
STATE OF CALIFORNIA)

County of SAN DIEGO) §

On DECEMBER 28, 2020, before me, KAGAN LIGHT a Notary Public, personally appeared JENETTE O'BRIEN 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

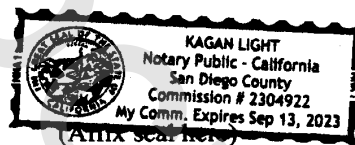


EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

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, AS AMENDED BY DOCUMENTS RECORDED IN AUDITOR'S FILES 200410250183, 200608220088 AND 200807240092.