

After recording, return to:
Dentons US LLP
1221 Avenue of the Americas
New York, New York 10020
Attn: David S. Hall, Esq.

Document Title or Titles: Subordination, Non-Disturbance and
Attornment Agreement

Reference Nos. of Documents Assigned or Released: 202101120033 & 202102110022

Name of Trustor: NNN OPP Owner VII, LLC ("Borrower")

Name of Tenant: SAFEWAY, INC.

Name of Beneficiary:

ATHENE ANNUITY AND LIFE COMPANY("AAIA Modco"),
ATHENE ANNUITY AND LIFE COMPANY ("AAIA PRT Com Modco"),
ATHENE ANNUITY AND LIFE COMPANY ("AAIA PRT3 LMT Modco"),
ATHENE ANNUITY AND LIFE COMPANY ("AAIA PRT4 Weyerhaeuser Modco"),
VENERABLE INSURANCE AND ANNUITY COMPANY ("VIAC ALRE GA Modco"),
VENERABLE INSURANCE AND ANNUITY COMPANY ("VIAC ALRE GMIB Modco"),
ATHENE ANNUITY & LIFE ASSURANCE COMPANY ("AADE Lincoln"),
ATHENE ANNUITY & LIFE ASSURANCE COMPANY ("AADE BH"),
AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY ("AEL Modco"),
MIDLAND NATIONAL LIFE INSURANCE COMPANY ("Midland"),
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("MM FWH"),
and
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY ("Lincoln Rocky")
(collectively, "Lender")

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

Escrow No. Z2135467-KJV
Accommodation Only
No Title Liability

RECORDING REQUESTED AND WHEN RECORDED RETURN TO:
c/o Albertsons Companies Inc.
250 Parkcenter Boulevard
Boise, ID 83726
Attention: Legal Department - Real Estate

(Space above this line for Recorder's Use)

#3436 – Burlington, WA
757 Hagen Dr., Burlington, WA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is made as of the 26th day of March 2021, between NNN **OPP OWNER VII, LLC**, a Delaware limited liability company ("**Landlord**"), **SAFeway INC., a Delaware limited liability company** ("**Tenant**"), and **ATHENE ANNUITY AND LIFE COMPANY**, an Iowa corporation ("**AAIA Modco**"), **ATHENE ANNUITY AND LIFE COMPANY**, an Iowa corporation ("**AAIA PRT Com Modco**"), **ATHENE ANNUITY AND LIFE COMPANY**, an Iowa corporation ("**AAIA PRT3 LMT Modco**"), **ATHENE ANNUITY AND LIFE COMPANY**, an Iowa corporation ("**AAIA PRT4 Weyerhaeuser Modco**"), **VENERABLE INSURANCE AND ANNUITY COMPANY**, an Iowa corporation ("**VIAC ALRE GA Modco**"), **VENERABLE INSURANCE AND ANNUITY COMPANY**, an Iowa corporation ("**VIAC ALRE GMIB Modco**"), **ATHENE ANNUITY & LIFE ASSURANCE COMPANY**, a Delaware corporation ("**AADE Lincoln**"), **ATHENE ANNUITY & LIFE ASSURANCE COMPANY**, a Delaware corporation ("**AADE BH**"), **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, an Iowa corporation ("**AEL Modco**"), **MIDLAND NATIONAL LIFE INSURANCE COMPANY**, an Iowa corporation ("**Midland**"), **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation ("**MM FWH**"), and **THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**, an Indiana corporation ("**Lincoln Rocky**"); together with AAIA Modco, AAIA PRT Com Modco, AAIA PRT3 LMT Modco, AAIA PRT4 Weyerhaeuser Modco, VIAC ALRE GA Modco, VIAC ALRE GMIB Modco, AADE Lincoln, AADE BH, AEL Modco, Midland and MM FWH, and each of their respective successors, assigns and/or affiliates, individually and/or collectively as the context requires, ("**Lender**").

RECITALS:

A. Tenant is the holder of a leasehold interest in that certain real property together with all buildings and improvements thereon and all easements, rights and appurtenances thereto located in the City of Burlington, County of Skagit, State of Washington, as legally described on **Schedule I** attached hereto and incorporated herein by this reference ("**Leased Premises**") pursuant to that certain Burlington Lease, dated as of July 5, 2001, between Landlord and Tenant and a Memorandum of Lease, dated July 5, 2001 and recorded on July 20, 2001 in the Public Records of Skagit County, Washington. The Lease and Memorandum of Lease as it may have been amended from time to time shall hereafter be referred to as the "**Lease**;" and

B. Lender has made or has agreed to make a loan to Landlord in the maximum principal amount of \$375,000,000.00, which loan shall be secured by that certain Deed of Trust, Security Agreement and Fixture Filing encumbering all or a part of the Leased Premises, dated as of, December 29, 2020, and recorded on January 12, 2021, as Document No. 202101120033, Public Records of Skagit County, Washington ("**Mortgage**"); and

C. The parties desire to subordinate the Lease to the Mortgage and to establish certain rights of quiet and peaceful possession to the Leased Premises for Tenant's benefit together with certain obligations of attornment, all in the manner hereafter provided.

The foregoing recitals are incorporated into and made an integral part of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the Tenant agrees that the Lease and the estate conveyed thereby are and shall at all times be subordinate to the Mortgage and to all renewals, modifications, and extensions thereof.

2. Lender agrees that, if no default exists under the Lease which at such time would then permit Landlord to terminate the Lease or to exercise any dispossessory remedy provided for therein: (a) Tenant will not be made a party in any action or proceeding to foreclose the Mortgage or to remove or evict Landlord from the Leased Premises (unless Tenant is deemed to be a necessary party under applicable law in order for Lender to avail itself of and complete the foreclosure and in such event, only to avail itself of and to complete the foreclosure); (b) Tenant will not be evicted or removed from the Leased Premises nor will its possession or right to possession of the Leased Premises under the Lease for the term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) be terminated or disturbed or in any way interfered with by any action taken by Lender to enforce any rights or remedies under the Mortgage; and (c) Lender, upon succeeding to Landlord's interest in the Leased Premises, will recognize the Lease and Tenant as its direct tenant under the Lease for the full term thereof (including any and all extensions or renewals thereof effected in accordance

with any option therefor in the Lease), and, subject to the terms of the Lease and this Agreement, will be bound by and perform all of the obligations of Landlord set forth in the Lease as if said person were originally named therein as the landlord thereunder.

3. In the event that the Lender or any other person (Lender, as such a successor, or such other person, a "**New Landlord**") acquires title to the Leased Premises pursuant to the exercise of any remedy provided for in the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method (each, a "**Succession**"), and New Landlord acquires title to the Leased Premises, the Lease shall not be terminated or affected by said Succession except in accordance with the terms of the Lease, and New Landlord shall assume the obligations of the Landlord thereunder, except as provided herein.

4. Tenant agrees that, if the interest of Landlord in the Leased Premises shall be transferred to and owned by New Landlord by reason of Succession, Tenant shall be bound to the New Landlord under all of the terms, covenants, conditions and agreements set forth in the Lease for the balance of the term thereof remaining (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) with the same force and effect as if New Landlord were originally named therein as the landlord thereunder, and Tenant does hereby agree to attorn to New Landlord as its landlord thereunder so as to establish direct privity of estate and contract between New Landlord and Tenant, said attornment to be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto immediately upon New Landlord succeeding to the interest of Landlord under the Lease. The parties acknowledge and agree that the Mortgage provides that, under certain circumstances, New Landlord shall be entitled to collect, receive and demand payment of all or any part of the rent and other sums due and payable to Landlord under the Lease to New Landlord. The parties agree that: (a) Tenant shall be under no obligation to pay rent or any other sums due and payable to Landlord under the Lease to New Landlord until such time as Tenant receives written notice from New Landlord that New Landlord has succeeded to the interests of Landlord under the Lease; (b) Tenant shall be entitled to rely on any such written notice from New Landlord and shall not incur any liability to Landlord as a result of such reliance notwithstanding the existence of any dispute between Landlord and New Landlord with respect to the existence of any default or the satisfaction of any condition under the Mortgage or any other document executed in connection with the transaction which is the subject of the Mortgage which would entitle New Landlord to collect, receive or demand payment of said amounts from Tenant; and (c) all amounts paid by Tenant to New Landlord shall be credited toward Tenant's corresponding obligations under the Lease.

5. At such time, if any, as New Landlord succeeds to the Landlord's interest in the Leased Premises, subject to the terms of this Agreement, New Landlord assumes and agrees to be bound, by each and every term, covenant, condition and agreement contained in the Lease as if each thereof were set forth herein at length, and each of said terms, covenants, conditions and agreements shall inure to the benefit of and be enforceable by Tenant, its successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns; provided, however, that notwithstanding anything to the contrary contained herein, New Landlord shall not be:

- (a) Liable for any act or omission of any prior landlord (including Landlord);
- (b) Bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Landlord);
or
- (c) Bound by any amendment or modification of the Lease made without Lender's consent.

Lender covenants and agrees that in the event of a conflict, whether in the express provisions or by reason of variation in inclusion of provisions, between the Mortgage and the Lease, the provisions of this Agreement shall govern for all purposes.

6. Lender agrees that all condemnation awards and insurance proceeds payable to Landlord or Lender with respect to the Leased Premises shall be paid and applied to restoration of the Leased Premises in accordance with the provisions for condemnation and casualty under the Lease. In no event shall the lien of the Mortgage affect or constitute a lien or charge on any fixtures, equipment or personal property owned by Tenant, and Tenant may at any time remove any of its fixtures, equipment or personal property from the Leased Premises in accordance with the provisions of the Lease.

7. For the purpose of this Agreement: (a) the term "**Lease**" shall be deemed to include the Lease as described above in Recital A along with all amendments, modifications and supplements thereto; provided, however, that no such amendment, modification or supplement shall be binding on Lender without Lender's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; (b) the term "**foreclosure**" shall be deemed to include the acquisition of Landlord's interest in the Leased Premises by foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or by deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale, or by any other means whatsoever; and (c) the term "**Lender**" shall be deemed to include anyone who succeeds to Landlord's interest in the Leased Premises pursuant to the Mortgage including, without limitation, any purchaser at foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or any grantee of a deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale.

8. If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or agreement to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or agreement of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law.

9. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States registered or certified mail, or by United States express mail

or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below.

Landlord: NNN OPP OWNER VII, LLC
c/o Apollo Net Lease Capital Corp.
5973 Avenida Encinas, Suite 301
Carlsbad, CA 92008
Attention: Jenette O'Brien
Reference: NNN Opportunities Fund

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Ron Deutsche
Reference: NNN Opportunities Fund

Tenant: SAFEWAY INC.
250 Parkcenter Blvd.
Boise, ID 83726
Attn: Bradley R. Beckstrom, Legal Department
- Real Estate
ABS # 3436

And

SAFEWAY INC.
11555 Dublin Canyon Road
Pleasanton, CA 94588
Attn: Natacha Epley
Legal Department – Real Estate

With a copy to:

SAFEWAY INC.
250 Parkcenter Blvd.
Boise, ID 83726
Attention: Travis Molis and Senior Director of
Corporate Real Estate

Lender: c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

With a copy to:

Apollo Insurance Solutions Group LP
2121 Rosecrans Avenue, Suite 5300
El Segundo, CA 90245
Attn: Dan Brown
Reference: NNN Opportunities Fund

Apollo Insurance Solutions Group LP
2121 Rosecrans Avenue, Suite 5300
El Segundo, CA 90245
Attn: Legal Department
Reference: NNN Opportunities Fund

Dentons US LLP
1221 Avenue of the Americas
New York, New York 10020
Attention: David S. Hall, Esq.
Reference: NNN Opportunities Fund

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified above as shown on the return receipt; (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party. Tenant further agrees to send to Lender at the address above copies of those notices given to Landlord pursuant to the terms of the Lease which relate to Tenant's or Landlord's default, insurance, casualty, or condemnation, at the same time notice is given to Landlord. Notices from any party may be given by such party's attorney.

10. If any litigation is commenced between the parties hereto concerning this Agreement or the rights or obligations of any party in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation (including any appeal thereof), which sum shall be determined by the court in such litigation or in a separate action brought for that purpose.

11. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns.

12. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

13. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto. If Tenant consists of one or more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

14. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15. Lender shall, at its expense, promptly record this Agreement in the Official Records of Whatcom County, Washington, and the original, recorded Agreement shall be promptly provided by Lender to Tenant.

16. LANDLORD, TENANT AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LANDLORD, TENANT AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. LANDLORD, TENANT AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

17. The submission of this Agreement for examination, or its negotiation or the negotiation of the transaction described herein, does not constitute an offer to subordinate the Lease, and execution of this Agreement by Landlord and/or by Lender does not constitute a binding agreement until such time as this Agreement has been executed by all other parties, including by an authorized officer of Tenant, and a fully-executed and acknowledged original of this Agreement has been delivered to all parties. If this Agreement is not executed by both Landlord and Lender and a fully executed and acknowledged original delivered to Albertson's Legal Department at the address set forth herein on or before May 10, 2021, then Tenant shall consider the request for this Agreement withdrawn and Tenant's execution hereof shall be of no force or effect.


ATHENE ANNUITY AND LIFE COMPANY

By: Apollo Insurance Solutions Group LP,
its investment adviser

By: Apollo Global Real Estate
Management, L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its General
Partner

By:



Name: Maria Lennox
Title: Vice President

Lender Notice Address:


c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

**ATHENS ANNUITY & LIFE ASSURANCE
COMPANY**

By: Apollo Insurance Solutions Group LP, its
investment adviser

By: Apollo Global Real Estate
Management, L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its General
Partner

By: 
Name: Maria Lennox
Title: Vice President

Lender Notice Address:


c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

**AMERICAN EQUITY INVESTMENT LIFE
INSURANCE COMPANY**

By: Apollo Insurance Solutions Group
LP, its investment adviser

By: Apollo Global Real Estate
Management, L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its
General Partner

By: 
Name: Maria Lennox
Title: Vice President

Lender Notice Address:


c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

**MIDLAND NATIONAL LIFE INSURANCE
COMPANY**

By: Apollo Insurance Solutions Group LP, its
investment adviser

By: Apollo Global Real Estate
Management, L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its General
Partner

By: 
Name: Maria Lennox
Title: Vice President

Lender Notice Address:

c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

**MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY**

By: Apollo Insurance Solutions Group LP, its
investment adviser

By: Apollo Global Real Estate Management,
L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its General
Partner

By: 

Name: Maria Lennox
Title: Vice President

Lender Notice Address:

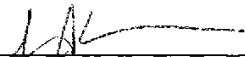
c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

**THE LINCOLN NATIONAL LIFE INSURANCE
COMPANY**

By: Apollo Insurance Solutions Group
LP, its investment adviser

By: Apollo Global Real Estate
Management, L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its
General Partner

By: 
Name: Maria Lennox
Title: Vice President

Lender Notice Address:

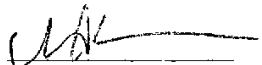
c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

**VENERABLE INSURANCE AND
ANNUITY COMPANY**

By: Apollo Insurance Solutions Group LP,
its investment adviser

By: Apollo Global Real Estate
Management, L.P., its sub-adviser

By: Apollo Global Real Estate
Management GP, LLC, its
General Partner

By: 
Name: Maria Lennox
Title: Vice President

Lender Notice Address:

c/o Apollo Insurance Solutions Group LP
2121 Rosecrans Ave, Suite 5300
El Segundo, CA 90245
Attention: Dan Brown
Reference: NNN Opportunities Fund

ACKNOWLEDGMENT

STATE OF New Jersey ss.:
COUNTY OF Bergen

On this, the 14 day of March 2021, before me, the undersigned Notary Public, personally appeared Maria Lennox known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that she is the Vice President of Apollo Global Real Estate Management GP, LLC, the General Partner of Apollo Global Real Estate Management, L.P., the sub-adviser of Apollo Insurance Solutions Group LP, the investment adviser of **ATHENE ANNUITY AND LIFE COMPANY**, in the capacity stated and that she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherrie Borges
Notary Public

SHERRIE BORGES
A Notary Public Of New Jersey
My Commission Expires December 28, 2021

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Bergen ss.:

On this, the 13 day of March 2021, before me, the undersigned Notary Public, personally appeared Maria Lennox known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that she is the Vice President of Apollo Global Real Estate Management GP, LLC, the General Partner of Apollo Global Real Estate Management, L.P., the sub-adviser of Apollo Insurance Solutions Group LP, the investment adviser of **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, in the capacity stated and that she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherrie Borges
Notary Public

SHERRIE BORGES
A Notary Public Of New Jersey
My Commission Expires December 28, 2021

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Bergen ss.:

On this, the 14 day of March 2021, before me, the undersigned Notary Public, personally appeared Maria Lennox known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that she is the Vice President of Apollo Global Real Estate Management GP, LLC, the General Partner of Apollo Global Real Estate Management, L.P., the sub-adviser of Apollo Insurance Solutions Group LP, the investment adviser of **MIDLAND NATIONAL LIFE INSURANCE COMPANY**, in the capacity stated and that she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherrie Borges
Notary Public

SHERRIE BORGES
A Notary Public Of New Jersey
My Commission Expires December 28, 2021

ACKNOWLEDGMENT

STATE OF New Jersey ss.:
COUNTY OF Bergen

On this, the 12 day of March 2021, before me, the undersigned Notary Public, personally appeared Maria Lennox known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that she is the Vice President of Apollo Global Real Estate Management GP, LLC, the General Partner of Apollo Global Real Estate Management, L.P., the sub-adviser of Apollo Insurance Solutions Group LP, the investment adviser of **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, in the capacity stated and that she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherrie Borges
Notary Public

SHERRIE BORGES
A Notary Public Of New Jersey
My Commission Expires December 28, 2021

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Bergen ss.:

On this, the 19 day of March 2021, before me, the undersigned Notary Public, personally appeared Maria Lennox known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that she is the Vice President of Apollo Global Real Estate Management GP, LLC, the General Partner of Apollo Global Real Estate Management, L.P., the sub-adviser of Apollo Insurance Solutions Group LP, the investment adviser of **THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**, in the capacity stated and that she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherrie Borges
Notary Public

SHERRIE BORGES
A Notary Public Of New Jersey
My Commission Expires December 28, 2021

14. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15. Lender shall, at its expense, promptly record this Agreement in the Official Records of Whatcom County, Washington, and the original, recorded Agreement shall be promptly provided by Lender to Tenant.

16. **LANDLORD, TENANT AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LANDLORD, TENANT AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. LANDLORD, TENANT AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.**

17. The submission of this Agreement for examination, or its negotiation or the negotiation of the transaction described herein, does not constitute an offer to subordinate the Lease, and execution of this Agreement by Landlord and/or by Lender does not constitute a binding agreement until such time as this Agreement has been executed by all other parties, including by an authorized officer of Tenant, and a fully-executed and acknowledged original of this Agreement has been delivered to all parties. If this Agreement is not executed by both Landlord and Lender and a fully executed and acknowledged original delivered to Albertson's Legal Department at the address set forth herein on or before May 10, 2021, then Tenant shall consider the request for this Agreement withdrawn and Tenant's execution hereof shall be of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LENDER:

TENANT:

**SAFEWAY INC., a
Delaware limited liability company**

By: _____

Name: _____

Its: _____

By:  _____

Name: Joel H. Guth MC

Its: Authorized Signatory

ACKNOWLEDGMENT

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 Deigo)

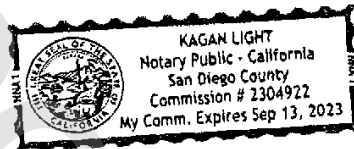
On March 26, 2021 before me, Kagan Light - Notary Public,
(insert name and title of the officer)

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 Kagan Light (Seal)



STATE OF IDAHO)
) ss.
County of Ada)

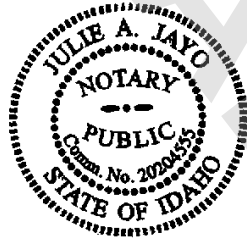
On this 24 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel H. Guth, to me known to be an Authorized Signatory of Safeway Inc., the company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she 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.

My commission expires:

11-16-2026

Julie A. Lajo
Notary Public in and for the
State of Idaho
Residing at Boise



UNOFFICIAL DOCUMENT

SCHEDULE I**Legal Description of the 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