

PREPARED BY AND
UPON RECORDATION RETURN TO:

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

548869-2

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

By

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,
a Massachusetts corporation

(Assignor)
to

ATHENE ANNUITY AND LIFE COMPANY,
an Iowa corporation

(Assignee)

Dated: May 30, 2024

Original file no.: 202101120039 filed 1-12-2021

Premises: 2601 E. Division Street
Mount Vernon, Washington
County: Skagit

Abbreviated Legal Description: Section 21, Township 34 North, Range 4 East, W. M.: Ptn.
NW ¼ (aka Lot 1 SP MV-5-98)

Additional Legal Description Found on Exhibit A

Assessor's Property Tax Parcel Number or Account Number: P27117/340421-2-001-0006

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of May 30, 2024 (the "Effective Date"), by **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation, having an address at c/o Apollo Insurance Solutions Group LP, 2121 Rosecrans Avenue, Suite 5300, El Segundo, California 90245 ("Assignor") to **ATHENE ANNUITY AND LIFE COMPANY**, an Iowa corporation ("AAIA FA MODCO AAM PR 1"), having an address at c/o Apollo Insurance Solutions Group LP, 2121 Rosecrans Avenue, Suite 5300, El Segundo, California 90245 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note A-5, dated as of December 29, 2020, executed by **NNN OPP OWNER VI, LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of Assignor in the stated maximum principal amount up to TWELVE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$12,272,000.00) (as the same may be amended, restated, replaced, severed, consolidated, supplemented or otherwise modified from time to time, the "Note"); and

WHEREAS, the Note is secured, *inter alia*, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to its proportionate share in the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Assignment of Leases and Rents more fully described on Exhibit B attached hereto (the "Assignment of Leases and Rents"), and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof, encumbering the Premises, together with the notes secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the mortgages securing the Note required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or

implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases and Rents to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A**LEGAL DESCRIPTIONS**

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

PARCEL A:

LOT 1 OF CITY OF MOUNT VERNON SHORT PLAT NO. MV-5-98, APPROVED AUGUST 30, 1999, AND RECORDED AUGUST 31, 1999, UNDER AUDITOR'S FILE NO. 199908310020, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

PARCEL B:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES AS SET FORTH ON THE FACE OF SAID SHORT PLAT OVER, ACROSS AND UNDER A VARIABLE WIDTH NORTHWESTERLY PORTION OF LOT 2 OF SAID SHORT PLAT AS DELINEATED THEREON AND OVER, ACROSS AND UNDER A 60.5 FOOT WIDE PORTION OF LOT 3 OF SAID SHORT PLAT ADJOINING THE NORTHEASTERLY LINE OF LOT 1 OF SAID SHORT PLAT AS DELINEATED THEREON.

Exhibit A to Assignment of ALR

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EXHIBIT B**ASSIGNMENT OF LEASES AND RENTS**

ASSIGNMENT OF LEASES AND RENTS made as of the 29th day of December, 2020, by **NNN OPP OWNER VI, LLC**, a Delaware limited liability company, having its principal place of business at c/o Apollo Commercial Real Estate Finance, Inc., 9 West 57th Street, New York, New York 10019, as assignor ("**Borrower**") to **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 Weyerhauser 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 ("**MMFWH**"), 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 Weyerhauser Modco**, **VIAC ALRE GA Modco**, **VIAC ALRE GMIB Modco**, **AADE Lincoln**, **AADE BH**, **AEL Modco**, **Midland** and **MMFWH**, and each of their respective successors and assigns, individually and/or collectively as the context requires, "**Lender**"), each having an address c/o Apollo Insurance Solutions Group LLC, 2121 Rosecrans Ave, Suite 5300, El Segundo, CA 90245, collectively as assignee, recorded with the Auditor's office of Skagit County, Washington on January 12, 2021 as Document No. 202101120039 as assigned by Assignment of Assignment of Leases and Rents made by Midland to VENERABLE INSURANCE AND ANNUITY COMPANY, dated January 25th, 2022 and recorded with the Auditor's office of Skagit County, Washington on February 18, 2022 as Document No. 202202180062, and assigned by Assignment of Assignment of Leases and Rents made by Lincoln Rocky to Athene Annuity and Life Company, dated January 25, 2022 and recorded with the Auditor's office of Skagit County, Washington on February 18, 2022 as Document No. 202202180060.