

Item No.	4d_attach 1
Date of Meeting	November 22, 2016

RECORDED AT THE REQUEST OF:

AFTER RECORDING RETURN TO:

CAVA Des Moines Industrial, LLC
c/o LaSalle Investment Management
333 W. Wacker Drive
Chicago, Illinois 60606
Attn: Paul K. White

Assignment and Assumption of Ground Lease Agreement

This Assignment and Assumption of Ground Lease Agreement (this “Assignment”) is entered into as of _____, 2016 (the “Effective Date”), by and among DES MOINES CREEK BUSINESS PARK PHASE 1, LLC, a Delaware limited liability company (“Assignor”), CAVA DES MOINES INDUSTRIAL, LLC, a Delaware limited liability company (“Assignee”), and PORT OF SEATTLE, a Washington municipal corporation (“Landlord”), with reference to the following facts:

A. Assignor is the owner of a ground leasehold interest in that certain real property located in the City of Des Moines, County of King, State of Washington, as more particularly described in Exhibit A attached hereto (the “Leasehold Parcel”), and the owner of a fee interest in all buildings and other improvements (including fixtures) located on the Leasehold Parcel, together with all rights and interests appurtenant to the Leasehold Parcel, but excluding any personal property owned by tenants of, or service providers to, Assignor (collectively, the “Improvements”). The Leasehold Parcel and the Improvements are sometimes referred to herein collectively as the “Real Property.”

B. Assignor’s interest in the Real Property is created by and subject to that certain Ground Lease Agreement dated as of April 30, 2015 (the “Original Lease”) by and between Landlord and Assignor, as memorialized by that certain Memorandum of Ground Lease dated as of April 30, 2015 (the “Memorandum”) by and between Landlord and Assignor, recorded in the records of King County, Washington, on April 30, 2015, as document number 20150430002927, and as amended by that certain First Amendment to Phase 1 Ground Lease Agreement dated as of August 17, 2015 (the “First Amendment”) by and between Landlord and Assignor, and as further amended by that certain Second Amendment to Phase 1 Ground Lease Agreement dated as of July 5, 2016 (the “Second Amendment” and together with the Original Lease, the Memorandum, and the First Amendment, the “Ground Lease”) by and between Landlord and Assignor.

C. Assignor has agreed to assign and transfer its interest in the Ground Lease to Assignee and Assignee has agreed to assume Assignor’s obligations under or in connection with the Ground Lease from and after the Effective Date, and Assignor has agreed to bargain, sell and convey to Assignee, and Assignee has agreed to acquire, the Improvements.

D. Assignor and Assignee have requested that Landlord consent to this Assignment and agree to release Assignor from any and all obligations arising under or in connection with the Ground Lease from and after the Effective Date or arising because of defaults or events occurring from and after the Effective Date. Landlord has agreed to give such consent.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including Assignee's agreement to perform all of the obligations as Tenant under or in connection with the Ground Lease without which Landlord would not execute this Assignment, the parties hereto agree as follows:

1. Assignment. Assignor hereby bargains, sells, conveys, transfers and assigns to Assignee, as of the Effective Date, without representation or warranty (express or implied), and subject to all easements and other matters of record, all of the right, title and interest of Assignor in and to the Ground Lease and the Improvements.

2. Assumption. Assignee hereby agrees to, as of the Effective, assume and perform all of the obligations of Assignor as Tenant under or in connection the Ground Lease arising from and after the Effective Date, and to acquire the Improvements.

3. Consent. Landlord hereby consents to the assignment of the Ground Lease to Assignee, and to the transfer of the Improvements to Assignee.

4. Release of Assignor. Assignor is hereby released of all obligations arising under or in connection with the Ground Lease from and after the Effective Date or arising because of defaults or events occurring from and after the Effective Date.

5. Successors and Assigns. This Assignment shall bind and benefit the parties hereto and their respective successors and assigns.

6. Landlord Execution. Notwithstanding any provisions set forth in this Assignment, Landlord hereby executes this Assignment on its behalf only and does not agree, consent or otherwise make any representation on behalf of any other entity with respect to the matters set forth herein and this Assignment shall not be deemed or construed as granting or conveying to any party any rights or interests in the Real Property additional to the rights and interests presently held in such Real Property or contemplated by this Assignment.

7. Reimbursement to Landlord. As provided in Section 24.1.4 of the Ground Lease, upon Landlord's execution of this Assignment, Assignor shall reimburse Landlord an amount up to Five Thousand Dollars (\$5,000.00) for fees and expenses incurred by Landlord in connection with Landlord's consent to this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have each executed this Assignment as of the Effective Date.

ASSIGNOR:

DES MOINES CREEK BUSINESS PARK PHASE 1, LLC,
a Delaware limited liability company

By: Des Moines Creek Business Park, LLC,
a Delaware limited liability company,
Sole Member

By: PDC DMCBP, LLC,
a Delaware limited liability company,
Managing Member

By: PDC Seattle LLC,
a Delaware limited liability company,
Manager

By: _____
Name: Bart Brynstad
Title: Local Partner

ASSIGNEE:

CAVA DES MOINES INDUSTRIAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LANDLORD:

PORT OF SEATTLE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENT FORMS ATTACHED]

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

Lots 1, 2, 3, and Tracts A and Z, of City of Des Moines Short Plat No. LUA2013-0036, recorded November 13, 2014 as Recording No. 20141113900004, records of King County, Washington, as amended by City of Des Moines Short Plat No. LUA2013-0036 Alteration recorded April 26, 2016 as Recording No. 20160426900009, records of King County, Washington.

PARCEL B:

That portion of South 208th Street as delineated on City of Des Moines Short Plat No. LUA2013-0036, recorded November 13, 2014 as Recording No. 20141113900004, records of King County, Washington, as amended by City of Des Moines Short Plat No. LUA2013-0036 Alteration recorded April 26, 2016 as Recording No. 20160426900009, records of King County, Washington.

PARCEL C:

South 211th Street as delineated on City of Des Moines Short Plat No. LUA2013-0036, recorded November 13, 2014 as Recording No. 20141113900004, records of King County, Washington, as amended by City of Des Moines Short Plat No. LUA2013-0036 Alteration recorded April 26, 2016 as Recording No. 20160426900009, records of King County, Washington.

[ATTACH STATE SPECIFIC ACKNOWLEDGMENT FORMS]