

**RETURN DOCUMENT TO:**

Hanson Baker Ludlow Drumheller P.S.  
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Bellevue WA 98004

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<p><b>DOCUMENT TITLE(S):</b> Assignment of Declaration</p>
<p><b>AUDITOR FILE NUMBER &amp; VOL. &amp; PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:</b> 8907210046 Additional reference numbers can be found on page <u>6</u> of document.</p>
<p><b>GRANTOR(S)</b> MGP XI CASCADE, LLC Additional grantor(s) can be found on page _____ of document.</p>
<p><b>GRANTEE(S):</b> BURLINGTON INVESTMENT PROPERTIES II, LLC Additional grantee(s) can be found on page _____ of document.</p>
<p><b>ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)</b> Lots 1, 2,3,4 and 6 of Cascade Mall BSP Additional legal(s) can be found on page <u>7</u> of document.</p>
<p><b>ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER:</b> P23860, P23863, P23866, P23869, P23857, P120093 Additional numbers can be found on page _____</p>

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

### ASSIGNMENT OF DECLARATION

**THIS ASSIGNMENT OF DECLARATION** (this “Assignment”) is made on April 14, 2023 (the “Effective Date”), by and among **MGP XI CASCADE, LLC**, a Delaware limited liability company (“Assignor”), and **BURLINGTON INVESTMENT PROPERTIES II, LLC**, a Washington limited liability company (“Assignee”).

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in, to and under that certain Declaration of Restrictions and Grant of Easements more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Declaration”), which relates to that certain real property located in the City of Burlington, County of Skagit, State of Washington as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “Real Property”).

1. Assignee accepts the foregoing assignment and assumes and shall pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor under the Declaration to the extent relating to a period on and after the Effective Date and agrees to be bound by all of the terms and conditions of the Declaration from and after the Effective Date.

2. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) and acknowledgment(s) thereon, provided such signature and acknowledgment pages are attached to any other counterpart identical thereto except having additional signature and acknowledgment pages executed and acknowledged by other parties to this Assignment attached thereto.

4. Assignee shall indemnify and hold harmless Assignor from any liability, damages, causes of action, expenses and reasonable attorneys' fees incurred by Assignor by reason of a default or other liability of Assignee under the Declaration to the extent relating to a period on and after the Effective Date. Assignor shall indemnify and hold harmless Assignee from any liability, damages, causes of action, expenses and reasonable attorneys' fees incurred by Assignee by reason of a default or other liability of Assignor under the Declaration to the extent relating to a period prior to the Effective Date.

5. Assignor's liability pursuant to this Assignment shall be subject to the limitations on liability contained in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated as of March 22, 2023 between Assignor, as seller, and Assignee (as successor-in-interest to Arastou Monjazeb, an individual), as buyer.

**[Signatures on following pages]**

**IN WITNESS WHEREOF**, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

**ASSIGNOR:**

**MGP XI CASCADE, LLC,**  
a Delaware limited liability company

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

By:   
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 )

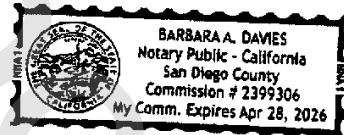
On April 11, 2023 before me, Barbara A. Davies, Notary Public, personally appeared Bradley A. Geier, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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)

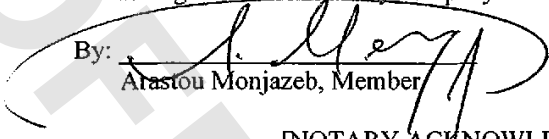


[Signatures continue on the next page.]

*(Assignor Signature Page to Assignment of Declaration - Cascade Mall)*

**ASSIGNEE:**

**BURLINGTON INVESTMENT PROPERTIES II, LLC,**  
a Washington limited liability company

By:   
Arastou Monjaze, Member

[NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE]

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*(Assignee Signature Page to Assignment of Declaration - Cascade Mall)*

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.

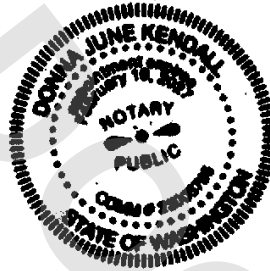
STATE OF ~~CALIFORNIA~~ Washington <sup>OK</sup> )  
COUNTY OF Wnatcom )

On April 14, 2023 before me, Donna June Kendall, Notary Public, personally appeared Ara Stou Monjzeb, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (h) he/she/they executed the same in (h) his/her/their authorized capacity(ies), and that by (h) 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~~ <sup>Washington</sup> <sup>OK</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna June Kendall (seal)



**EXHIBIT A****DECLARATION**

Declaration of Restrictions and Grant of Easements, recorded on July 21, 1989 as Instrument number 8907210046 in the official records of Skagit County, Washington (“Official Records”); as consented to by that certain Consent and Subordination to Declaration of Restrictions and Grant of Easements recorded on October 25, 1989 as Instrument number 8910250025 in the Official Records; as further consented to by that certain Consent and Subordination to Declaration Restrictions and Grant of Easements recorded on November 29, 1989 as Instrument number 8911290036 in the Official Records; as further consented to by that certain Consent and Subordination to Declaration Restrictions and Grant of Easements recorded on January 18, 1990 as Instrument number 9001180048 in the Official Records; as further consented to by that certain Consent and Subordination to Declaration Restrictions and Grant of Easements recorded on July 23, 1990 as Instrument number 9007230016 in the Official Records; as amended by that certain First Amendment to Declaration of Restrictions and Grant of Easements, recorded on October 30, 1997 as Instrument number 9710300078; as supplemented by that certain unrecorded Second Amendment to Ground Sublease and Supplement to Declaration between The Bon, Inc. and Winmar Cascade, Inc., dated February 16, 1998; as further amended by a Second Amendment to Declaration of Restrictions and Grant of Easements, recorded on May 8, 1998 as Instrument number 9805080072 in the Official Records; as assigned by an Assignment recorded February 24, 1999 as Instrument number 9902240173 in the Official Records.

**EXHIBIT B****LEGAL DESCRIPTION**

Real property in the City of Burlington, County of Skagit, State of Washington, described as follows:

**Parcel A:**

Lots 1, 2, 3, 4 and 6, CASCADE MALL BINDING SITE PLAN, recorded October 19, 1989 in Volume 8 of Short Plats, page 170, under Auditor's File No. 8910190065, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section 6, Township 34 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington.

**Parcel B:**

Those certain non-exclusive easements as described in that certain Declaration of Restrictions and Grant of Easements by Pan Pacific Development (Cascade) Inc. recorded July 21, 1989 under Auditor's File No. 8907210046, records of Skagit County, Washington and amended by instruments recorded October 30, 1997 and May 8, 1998, under Auditor's File No. 9710300078 and 9805080072, records of Skagit County, Washington, respectively.

Situated in Skagit County, Washington.