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Klamath County, Oregon

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748345-8 TR/HB

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RECORDING REQUESTED BY
AND UPON RECORDATION RETURN TO:

Blank Rome LLP

One Logan Square

Philadelphia, Pennsylvania 19103

Attention: Steven A. Shoumer, Esquire

Assignor (Assignor):

HAGGEN PROPERTY NORTH, LLC, a Delaware
limited liability company

Assignee (Lender):

PNC BANK, NATIONAL ASSOCIATION

Legal Description:

Legal on Exhibit A

Assessor's Tax Parcel ID No(s):

R412716

ASSIGNMENT OF LEASES AND RENTS

Dated: As of September 30, 2015

Location: 211 North Eighth Street
Klamath Falls, Oregon 97601

County: Klamath

Tax Parcel ID#: R412716

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as amended, restated, supplemented or otherwise modified from time to time, this "Assignment") made as of the ³⁰ day of September, 2015, by **HAGGEN PROPERTY NORTH, LLC**, a Delaware limited liability company, having its principal place of business at c/o Haggen Holdings, LLC, 2211 Rimland Drive, Suite 300, Bellingham, Washington 98226 ("Assignor"), as assignor, to **PNC BANK, NATIONAL ASSOCIATION** ("Assignee"), with an address at 4720 Piedmont Row Drive, Suite 300, Charlotte, North Carolina 28210, in its capacity as agent for the Pre-Petition Lenders (as such term is defined in the Pre-Petition Credit Agreement (as defined herein)) under the Pre-Petition Credit Agreement (together with all of its successors and assigns in such capacity) and also in its capacity as agent for the Post-Petition Lenders (as such term is defined in the Post-Petition Credit Agreement (as defined herein)) under the Post-Petition Credit Agreement (together with all of its successors and assigns in such capacity), as assignee (in such collective capacities, together with its permitted successors and assigns in each such capacity, "Lender").

W I T N E S S E T H:

WHEREAS, HAGGEN, INC., a Washington corporation ("Haggen"), HAGGEN OPCO NORTH, LLC, a Delaware limited liability company ("Haggen Opco North"), HAGGEN OPCO SOUTH, LLC, a Delaware limited liability company ("Haggen Opco South") and, together with Haggen Opco North, Haggen, and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower", PNC CAPITAL MARKETS LLC, as sole lead arranger and sole bookrunner ("PNCCM"), and Lender, as agent for Lenders (as defined in the Pre-Petition Credit Agreement (as hereinafter defined)) (such Lenders (together with their successors and assigns), the "Pre-Petition Lenders", and Lender in its capacity as agent for such Pre-Petition Lenders (together with its successors and assigns in such capacity), the "Pre-Petition Agent") entered into that certain Revolving Credit and Security Agreement dated as of February 12, 2015 (as amended, restated, supplemented or replaced from time to time, the "Pre-Petition Credit Agreement") pursuant to which, among other things, Pre-Petition Lenders agreed to make loans and provide other financial accommodations to Borrowers which are secured by substantially all of the assets of Borrowers, all as more particularly described in the Pre-Petition Credit Agreement. Pursuant to the provisions of the Pre-Petition Credit Agreement, Pre-Petition Lenders have made, *inter alia*, certain financing available to Borrowers in a maximum principal amount not to exceed TWO HUNDRED TEN MILLION AND 00/100 DOLLARS (\$210,000,000.00) (the "Pre-Petition Loan"), which Pre-Petition Loan is evidenced by the Pre-Petition Credit Agreement and by certain promissory note(s) issued in favor of the Pre-Petition Lenders from time to time thereunder (such promissory notes, collectively, the "Pre-Petition Note").

WHEREAS, Borrowers, Haggen Operations Holdings, LLC, a Delaware limited liability company, Haggen Acquisition, LLC, a Delaware limited liability company, JPMorgan Chase Bank, N.A. and Keybank, N.A., as co-syndication agents, and Lender, as Pre-Petition Agent for the Pre-Petition Lenders, entered into that certain Forbearance Agreement, Second Amendment to Revolving Credit and Security Agreement and First Amendment to Guarantor Security Agreement dated as of August 21, 2015 (the "Pre-Petition Forbearance Agreement"). The Pre-

Petition Credit Agreement, Pre-Petition Note and Pre-Petition Forbearance Agreement are hereinafter collectively referred to as the “Pre-Petition Loan Documents”.

WHEREAS, in connection with the Pre-Petition Loan Documents, Assignor and certain of its affiliates executed and issued that certain Limited Guaranty Agreement dated as of August 21, 2015 (the “Pre-Petition Guaranty”) made by Haggen Property North, LLC, a Delaware limited liability company, Haggen Property South, LLC, a Delaware limited liability company, Haggen Holdings, LLC, a Delaware limited liability company and Haggen Property Holdings, LLC, a Delaware limited liability company in favor of Assignee and Pre-Petition Lenders, pursuant to which Assignor and the other guarantors thereunder provided an unconditional limited guaranty with respect to payment, fulfillment, and performance by Borrowers of the “Obligations” (as defined in the Pre-Petition Guaranty), which includes but is not limited to the “Obligations” under and as defined in the Pre-Petition Credit Agreement of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) and any post-petition financing or Debtor in Possession facility that includes a roll-up of the pre-petition obligations into the post-petition obligations (all collectively, the “Pre-Petition Guaranty Obligations”).

WHEREAS, Borrowers, Lender, as agent for Lenders (as defined in the Post-Petition Credit Agreement (as hereinafter defined)) (such Lenders (together with their successors and assigns), the “Post-Petition Lenders”, and together with the Pre-Petition Lenders, collectively, the “Lenders”, and Lender in its capacity as agent for such Post-Petition Lenders (together with its successors and assigns in such capacity), the “Post-Petition Agent”) entered into that certain Debtor in Possession Revolving Credit and Security Agreement dated as of September 11, 2015 (as amended, restated, supplemented or replaced from time to time, the “Post-Petition Credit Agreement” and collectively together with the Pre-Petition Credit Agreement, the “Credit Agreement”) pursuant to which, among other things, Post-Petition Lenders agreed to make loans and provide other financial accommodations to Borrowers which are secured by substantially all of the assets of Borrowers, all as more particularly described in the Post-Petition Credit Agreement. Pursuant to the provisions of the Post-Petition Credit Agreement, Post-Petition Lenders have made, *inter alia*, certain financing available to Borrowers in a maximum principal amount not to exceed TWO HUNDRED FIFTEEN MILLION AND 00/100 DOLLARS (\$215,000,000.00) (the “Post-Petition Loan”, and collectively together with the Pre-Petition Loan, the “Loan”), which Post-Petition Loan is evidenced by the Post-Petition Credit Agreement and by certain promissory note(s) issued in favor of the Post-Petition Lenders from time to time thereunder (such promissory notes, collectively, the “Post-Petition Note” and collectively together with the Pre-Petition Note, the “Note”). The Post-Petition Credit Agreement and Post-Petition Note are hereinafter collectively referred to as the “Post-Petition Loan Documents”, and collectively together with the Pre-Petition Loan Documents are hereinafter referred to as the “Loan Documents”. Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Post-Petition Credit Agreement.

WHEREAS, in connection with the Post-Petition Loan Documents, Assignor and certain of its affiliates executed and issued that certain Reaffirmation and Amendment Regarding Limited Guaranty Agreement and Collateral Pledge Agreement dated as of September 11, 2015

(the "Post-Petition Guaranty", and collectively, together with the Pre-Petition Guaranty, the "Guaranty") made by, among others, Haggen Property North, LLC, a Delaware limited liability company and Haggen Property South, LLC, a Delaware limited liability company, in favor of Assignee and Post-Petition Lenders, pursuant to which Assignor and the other guarantors thereunder provided an unconditional limited guaranty with respect to payment, fulfillment, and performance by Borrowers of the "Obligations" (as defined in the Post-Petition Guaranty), which includes but is not limited to the "Obligations" under and as defined in Post-Petition Credit Agreement of any kind or nature, present or future (all collectively, the "Post-Petition Guaranty Obligations", and collectively together with the Pre-Petition Guaranty Obligations, the "Guaranty Obligations").

WHEREAS, this Assignment is given pursuant to the Guaranty in favor of Assignee and Lenders, and to secure payment, fulfillment, and performance by Assignor of all its Guaranty Obligations and all of its obligations under the other Loan Documents, and each and every term and provision of each of the Pre-Petition Guaranty and the Post-Petition Guaranty, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1 - ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. As security for repayment of the Guaranty Obligations, Assignor hereby unconditionally assigns and grants to Assignee the following property, rights, interests and estates, now owned, or hereafter acquired by Assignor:

(a) LEASES. All leases (including, without limitation, each Master Lease), subleases or subsubleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Assignor, its successors and assigns, therein and thereunder.

(b) OTHER LEASES AND AGREEMENTS. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or

replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The “leases” and the “lease provisions” described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the “**Leases**”.

(c) RENTS. All rents, rent equivalents, income, receivables, revenues, fees (including, without limitation, any fees or other amounts payable in connection with termination or cancellation of any Lease with respect to all or a portion of the space demised thereunder), receipts, insurance proceeds, deposits and profits arising from the Leases and renewals thereof together with all rents, rent equivalents, income, fees, receivables, accounts, profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Assignor or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”).

(d) BANKRUPTCY CLAIMS. All of Assignor’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) LEASE GUARANTIES. All of Assignor’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a “**Lease Guaranty**”, collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a “**Lease Guarantor**”, collectively, the “**Lease Guarantors**”) to Assignor.

(f) PROCEEDS. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) OTHER. All rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Obligations or any other secured obligations), and to do all other things which Assignor or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) ENTRY. The right, at Lender’s option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) POWER OF ATTORNEY. Assignor’s irrevocable power of attorney, coupled with an interest, upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement), to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property. Lender agrees that it will not exercise the power of attorney granted under this subsection 1.1(i) unless an Event of Default has occurred and is continuing.

(j) OTHER RIGHTS AND AGREEMENTS. Any and all other rights of Assignor in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 ASSIGNMENT AND LICENSE BACK. It is intended by Assignor that this Assignment constitute an assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims as security for the payment of the Obligations and the performance of all of Assignor's obligations under the Note, the Credit Agreement and the other Loan Documents (with the exception of the Environmental Indemnity and any guaranty). Nevertheless, subject to the terms of this Section 2.1 and Section 7.1(h) of the Security Instrument, Lender grants to Assignor a revocable license to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties. To the extent available, Assignor shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Obligations, in trust for the benefit of Lender for use in the payment of such sums. This assignment is intended as security for the obligations secured hereby and, upon recording of this Assignment, shall immediately perfect the security interest in Lender and shall not require any further action by Lender to be perfected as to any subsequent purchaser, mortgagee, or assignee of any interest in the Property. The lien created by this assignment shall, when recorded, be deemed specific, perfected, and choate.

Section 2.2 NOTICE TO LESSEES. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Credit Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Credit Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. Upon the occurrence and during the continuance of an Event of Default under either the Pre-Petition Credit Agreement or the Post-Petition Credit Agreement, the license granted to Assignor in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Assignor and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Assignor and its agents or servants wholly

therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all reasonable out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the reasonable salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all reasonable expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem reasonably necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Obligations, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (1) at Assignor's expense, complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Assignor, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Assignor to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Assignor or (4) require Assignor to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. Notwithstanding the foregoing, following any revocation of the license granted to Assignor in Section 2.1 of this Assignment, pursuant to and in accordance with the terms of this Section 3.1, in the event that such Event of Default which automatically revoked such license is cured by Assignor or otherwise waived by Lender, and provided that no other Event of Default has occurred and is continuing, such license shall immediately be reinstated in favor of Assignor on the terms set forth herein. Such reinstatement of the license shall be self-operative without the further need for documentation or confirmation

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Credit Agreement, the Guaranty, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Assignor under this Assignment, the Credit Agreement, the Guaranty, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and

realize upon the lien and security interest created by this Assignment, the Credit Agreement, the Guaranty, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Assignor's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure).

Section 3.3 OTHER SECURITY. Lender may take or release other security for the payment of the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Obligations without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Guaranty, the Note, the Credit Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Credit Agreement, the Guaranty, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Credit Agreement, the Guaranty, the Note, or the other Loan Documents. Lender may resort for the payment of the Obligations to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 BANKRUPTCY. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Lender not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Lender demands that Assignor assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Assignor the notice described in the preceding sentence, Assignor shall not

seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default, except to the extent such loss is caused solely by the gross negligence or willful misconduct of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Assignor shall indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including actual, reasonable out-of-pocket costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents and Assignor shall reimburse Lender therefor immediately upon demand and upon the failure of Assignor so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

Section 4.3 FURTHER ASSURANCES. Assignor will, at the cost of Assignor, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Assignor may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or

for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Assignor to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Credit Agreement, the terms of the Credit Agreement shall prevail.

Section 5.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 GENERAL DEFINITIONS. All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Credit Agreement," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.5 GOVERNING LAW. (A) **THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY ASSIGNOR AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE**

STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THE NOTE, AND THIS ASSIGNMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ASSIGNOR ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND ASSIGNOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNOR DOES HEREBY DESIGNATE AND APPOINT

NATIONAL REGISTERED
AGENTS, INC.
111 EIGHTH AVENUE
NEW YORK, NY 10011

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO ASSIGNOR IN THE MANNER PROVIDED HEREIN SHALL BE

DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ASSIGNOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. ASSIGNOR (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 5.6 TERMINATION OF ASSIGNMENT. Upon payment in full of the Obligations, this Assignment shall become and be void and of no further force or effect.

Section 5.7 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Credit Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. ASSIGNOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9 EXCULPATION. The provisions of Section 11.22 of the Credit Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of Assignor and Lender and their respective successors and assigns forever.

Section 5.11 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.12 JOINT AND SEVERAL LIABILITY. If more than one Person has executed this Assignment as "Assignor," the obligations of all such Persons hereunder shall be joint and several.

ARTICLE 6 - STATE SPECIFIC PROVISIONS

Section 6.1 INCONSISTENT PROVISIONS. In the event of any inconsistencies between the terms and conditions of this Article 6 and the other terms and provisions of this Assignment, the terms and conditions of this Article 6 shall control and be binding.

Section 6.2 LIMITATION ON SECURED OBLIGATIONS. Notwithstanding anything to contrary, this Assignment does not and shall not in any event be deemed to, secure the obligations owing to Lender under: (a) the Environmental Indemnity or any obligations that are the substantial equivalent thereof; or (b) any guaranty of Assignor's obligations under the Loan Documents.

ARTICLE 7 - INTERCREDITOR AGREEMENT

Reference is hereby made to that certain Propco Intercreditor Agreement dated as of August 21, 2015, as reaffirmed and amended by that certain Reaffirmation and Amendment Regarding Propco Intercreditor Agreement dated as of September 11, 2015 (collectively, the "Intercreditor Agreement"), by and among Lender (in its respective capacities as agent for the Pre-Petition Lenders under the Pre-Petition Credit Agreement and as agent for the Post-Petition Lenders under the Post-Petition Credit Agreement), Haggen Property Lender, LLC, a Delaware limited liability company ("Junior Lender"), Haggen Property Holdings, LLC, a Delaware limited liability company, Haggen Property North, LLC, a Delaware limited liability company, and Haggen Property South, LLC, a Delaware limited liability company. The proceeds of any enforcement of this Assignment shall be allocated among Lender and Junior Lender pursuant to the terms and conditions of the Intercreditor Agreement. Notwithstanding the foregoing, irrespective of any allocation of foreclosure proceeds set forth in the Intercreditor Agreement, the lien secured by this Assignment is unconditionally senior and paramount in all respects to the lien secured by that certain Assignment of Leases and Rents in favor of Junior Lender recorded at 2015-009120 of the Official Records (the "Subordinate Assignment"), and the lien of the Subordinate Assignment is unconditionally subject and subordinate in all respects to the lien of this Assignment.

[NO FURTHER TEXT ON THIS PAGE]

FOR THE PURPOSES OF CONSENTING TO THE TERMS AND PROVISIONS OF ARTICLE 7
ONLY

Haggen Property Lender, LLC,
a Delaware limited liability company

By: MAN
Michael Niegsch, Authorized Signatory

STATE OF FLORIDA)

) ss: West Palm Beach

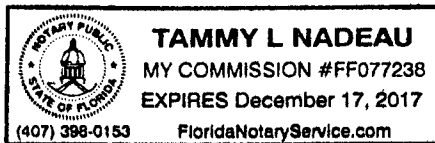
COUNTY OF WEST PALM)

The foregoing instrument was acknowledged before me this 7th day of October, 2015, by Michael Niegsch, the Authorized Signatory of Haggen Property North, LLC, a Delaware limited liability company, for and on behalf of said limited liability company. He [check one]:

X is personally known to me; or
_____ has produced _____ as identification.

My Commission expires: 12/17/17

[Notarial Seal]



Tammy L. Nadeau
NOTARY PUBLIC
Printed Name of Notary:
Tammy L. Nadeau

IN WITNESS WHEREOF, this Assignment has been executed by Borrower as of the day and year first above written.

HAGGEN PROPERTY NORTH, LLC,
a Delaware limited liability company

By: MAN
Name: Michael Niegsch
Title: Authorized Signatory

ACKNOWLEDGMENT

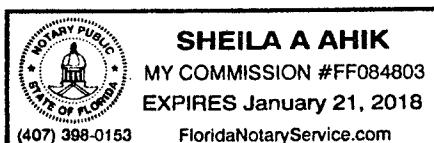
STATE OF FLORIDA)
) ss: West Palm Beach
COUNTY OF WEST PALM)

The foregoing instrument was acknowledged before me this 7th day of October, 2015, by Michael Niegsch, the Authorized Signatory of Haggen Property North, LLC, a Delaware limited liability company, for and on behalf of said limited liability company. He [check one]:

✓ is personally known to me; or
_____ has produced _____ as identification.

My Commission expires: 1/21/18

[Notarial Seal]



Sheila Ahik
NOTARY PUBLIC
Printed Name of Notary:
Sheila A. Ahik

EXHIBIT A

Legal Description of Property

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 12 OF THE ORIGINAL TOWN OF KLAMATH FALLS FORMERLY LINKVILLE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

For Informational Purposes Only:
Property ID No. R412716