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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/03/2017 04:11 PM PG: 1 OF 5

Prepared by and After Recording
return to:

Greenberg Traurig LLP
77 West Wacker Drive
Suite 3100
Chicago, IL 60601

(For Recorder's Use Only)

NC 8582591L33
2/4

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum") is made and executed as of the 31st day of October, 2017 (the "Effective Date"), by and between **CF ALBERT PROPCO LLC**, a Delaware limited liability company ("Landlord"), whose address is c/o Fortress Investment Group LLC, 1345 Avenue of the Americas, 46th Floor, New York, New York 10020, Attention: General Counsel - Credit Funds, and **NEW ALBERTSON'S, INC.**, an Ohio corporation ("Tenant"), whose address is 250 Parkcenter Boulevard, Boise, ID 83726.

RECITALS:

A. Landlord and Tenant entered into that certain Lease, dated as of October 31, 2017 (the "Lease"), covering that certain property located in Palos Heights, Illinois, as more particularly described on Schedule I attached hereto and incorporated herein by this reference together with all buildings and improvements located thereon and all easements, rights and appurtenances thereto (the "Leased Premises").

B. Landlord and Tenant have agreed to enter into this Memorandum for the purposes of providing record notice of the Lease, to set forth certain of the terms and conditions of the Lease, and to protect the rights and interests of Landlord and Tenant as to third parties. All

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capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the Lease.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease and Premises. Subject to the covenants and conditions contained in the Lease, Landlord has leased to Tenant, and Tenant has leased from Landlord, the Leased Premises.

2. Term; Rent Commencement Date. The term of the Lease commenced on October 31, 2017 ("Rent Commencement Date") and expires on the twentieth (20th) anniversary of the last day of the month in which the Rent Commencement Date occurred, unless earlier terminated pursuant to the terms of the Lease. Tenant has the option to extend the Lease term for six (6) consecutive periods of five (5) years each, subject to the terms of the Lease.

3. Right of First Refusal - Leased Premises. For the period commencing on the date that is four (4) years after the Effective Date and continuing for the balance of the Primary Term and any Option Terms, Landlord has granted unto Tenant a right of first refusal to purchase all of Landlord's right, title and interest in and to the Leased Premises and appurtenances thereof (including rights in any of the aforesaid individually in the event Landlord seeks to transfer less than all of the aforesaid interests and rights), on the terms and conditions contained in the Lease.

4. Intentionally Omitted.

5. Conflict. This Memorandum is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease. In the event of any conflict or any inconsistency between the terms and provisions of the Lease and the terms and provisions of this Memorandum, the terms and provisions of the Lease shall control. Nothing contained in this Memorandum shall alter, modify or amend the provisions of the Lease (or the exhibits thereto), which remain in full force and effect according to all of the terms and provisions thereof.

6. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document, provided that all parties are furnished a copy thereof reflecting the signature of all parties.

(Signatures appear on the following page.)

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IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the Effective Date set forth above.

LANDLORD:

CF ALBERT PROPCO LLC,
a Delaware limited liability company

By: _____
Name: Joshua Paek
Title: Vice President

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)

) ss.

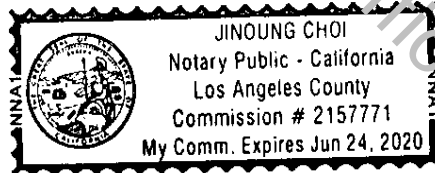
COUNTY OF LOS ANGELES)

On October 26, 2017, before me, JINOUNG CHOI, a Notary Public, personally appeared Joshua Paek, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Jin
Signature of Notary Public



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TENANT:

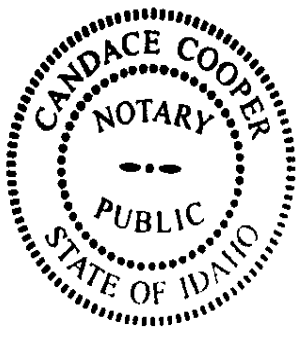
NEW ALBERTSON'S, INC.,
an Ohio corporation

By: [Signature]
Name: Bradley Beckstrom
Title: Authorized Signatory

STATE OF IDAHO)
County of ADA) ss.

On this 25th day of October, 2017, before me Candace Cooper, personally appeared Bradley Beckstrom, known or identified to me (or proved to me on the oath of _____) to be the Authorized Signatory of New Albertson's, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires 12-14-22

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SCHEDULE I LEASED PREMISES

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF PALOS HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS,
DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 IN JEWEL SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1959 AS DOCUMENT NUMBER 17471843, LOT 4 AND PART OF LOTS 1 AND 3 IN PALOS PROPERTIES SUBDIVISION, A SUBDIVISION OF THE NORTH 300 FEET OF THE SOUTH 647 FEET OF THE WEST 650 FEET OF THE NORTH 32.52 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1985 AS DOCUMENT NUMBER 85333638 AND PART OF THE NORTH 32.52 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 2011 AS DOCUMENT NUMBER 1118731016, IN COOK COUNTY, ILLINOIS.

Property Address: 12803 S. Harlem Avenue, Palos Heights, Illinois

Permanent Index Numbers:

Lot 1: 24-31-100-049-0000

Lot 2: 24-31-100-050-0000

Lot 3: 24-31-100-051-0000