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COOK COUNTY RECORDER OF DEEDS

DATE: 11/03/2017 04:19 PM PC:

Prepared by and After Recording return to:

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

(For Recorder's Use Only)

NCS 8582591231

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum"), is made and executed as of the day of Lobe, 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, Eoise, ID 83726.

RECITALS:

- A. Landlord and Tenant entered into that certain Lease, dated as of 12 to be 31, 2017 (the "Lease"), covering that certain property located in the City of Orland Pari. County of Cook, State of 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 capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the Lease.

Store # [3192]: [Orland Park, IL] Memorandum of Lease

CCRD REVIEW____

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. <u>Lease and Premises</u>. 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 2, 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 Lost 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. <u>Conflict</u>. 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. <u>Successors and Assigns</u>. This Memorandum shall be of ding upon and inure to the benefit of the parties and their permitted successors and assigns.
- 7. <u>Counterparts</u>. This Memorandum may be executed in one or racre 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.

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: Ksitua Pack
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
OTATE OF CALLEODNIA
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES)
On October 26, 2017, before me, JINOUNG- CHO,, a Notary Public,
personally appeared Joshua Pack, who proved to me or 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 5 are of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.
JINDUNG CHC/
Notary Public - California Z Los Angeles County
Signature of Notary Public Signature of Notary Public Commission # 2157771
My.Comm. Expires Jun 24, 2020

SCHEDULE I

LEASED PREMISES

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 AND OUTLOT B IN ALBERTSON'S WOLF ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26 2004 AS DOCUMENT 0405718155, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, PARKING, UTILITY LINES, SIGNS, BUILDING ENCROACHMENTS AND PERMANENT ACCESS EASEMENT AS SET FORTH AND DEFINED IN DECLARATION OF RESTRICTIONS. GRANT OF EASEMENTS AND COMMON AREA MAINTENANCE AGREEMENT MADE BETWEEN AMERICAN STORES PROPERTIES, INC., AND TDC MARLEY CREEK L.L.C., DATED AUGUST 4, 2004 AND RECORDED AUGUST 9, 2004 AS DOCUMENT 0422210069.

PARCEL 3:

THOSE NON-EXCLUSIVE EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED LAND PURSUANT TO TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN A DECLARATION OF -lort's Office EASEMENTS BY ASP REALTY, INC., A DELAWARE CORPORATION RECORDED NOVEMBER 10, 2011 AS DOCUMENT NO. 1131444061.

Street Address: 17930 Wolf Road, Orland Park, IL

Tax Parcel: 27-31-400-007

Store # [3192]: [Orland Park, IL] Memorandum of Lease