

UNOFFICIAL COPY

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.

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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 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.

STATE OF CALIFORNIA)

) ss.

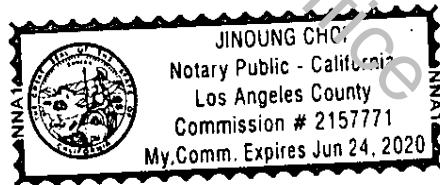
COUNTY OF LOS ANGELES)

On October 26, 2017, before me, JINOUNG-CHOI, a Notary Public, personally appeared Joshua Pack, 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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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 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

Schedule I

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