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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/06/2018 01:14 PM Pg: 1 of 5

Prepared by and after recording
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Greenberg Traurig LLP
77 West Wacker Drive
Suite 3100
Chicago, IL 60601

(For Recorder's Use Only)

CORRECTIVE AMENDMENT TO MEMORANDUM OF LEASE

This CORRECTIVE AMENDMENT TO MEMORANDUM OF LEASE (“Corrective Memorandum”), is made and executed as of the 27th day of March, 2018 (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 10105, Attention: General Counsel – Credit Funds, and **NEW ALBERTSONS L.P.**, a Delaware limited partnership (“Tenant”), whose address is 250 Parkcenter Boulevard, Boise, ID 83726.

RECITALS:

A. Landlord and Tenant, as successor by conversion to New Albertson’s Inc., an Ohio corporation, entered into that certain Lease, dated as of October 31, 2017 (as amended, the “Lease”), as evidenced by that certain Memorandum of Lease dated as of October 31, 2017 and recorded on November 3, 2017 as Instrument No. 1730745066 in the official records of Cook County, State of Illinois (“Original Memorandum”), covering that certain property located in City of Orland Park, 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”).

1

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

CHI 68977041

NCS-858259IL31

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B. Landlord and Tenant have agreed to enter into this Corrective Memorandum for the purposes of correcting of record the number of options to extend the Lease. All 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. Options to Extend. The Original Memorandum is amended by deleting the last sentence of Section 2 of the Original Memorandum and replacing it with the following sentence:

“Tenant has the option to extend the Lease term for eight (8) consecutive periods of five (5) years each, subject to the terms of the Lease.”

2. Conflict. This Corrective 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 Corrective Memorandum, the terms and provisions of the Lease shall control. Nothing contained in this Corrective 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. Except as provided herein, the provisions of the Original Memorandum remain unmodified and are in full force and effect.

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

4. Counterparts. This Corrective 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 Corrective Memorandum as of the Effective Date set forth above.

LANDLORD:

CF ALBERT PROPCO LLC,
a Delaware limited liability company

By: *William Turner*
Name: William Turner
Title: Authorized Signatory

ACKNOWLEDGMENT

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

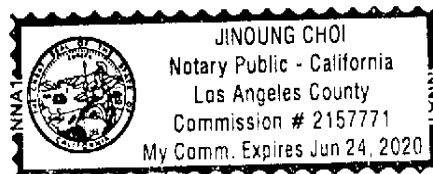
COUNTY OF LOS ANGELES

On MARCH 28, 2018, before me, JINOUNG CHOI, Notary Public, personally appeared William Turner, 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.

Jin
Signature of Notary Public



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TENANT:

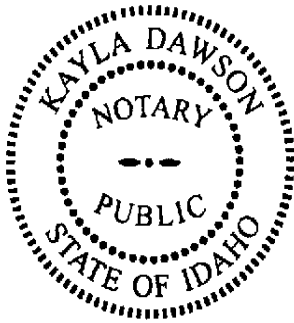
New Albertsons L.P.,
a Delaware limited partnership

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

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of March, 2018, before me Kayla Dawson, personally appeared Bradley Beckstrom, known or identified to me (or proved to me on the oath of _____) to be the Authorized Signatory of New Albertsons L.P., a Delaware limited partnership, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such partnership 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

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