Doc#. 1809649307 Fee: \$56.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/06/2018 01:14 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)

CORRECTIVE AMENDMENT TO MEMORAYDUM OF LEASE

This CORRECTIVE AMENDMENT TO MEMORANDUM DF LEASE ("Corrective Memorandum"), is made and executed as of the 27 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. 1730745062 in the official records of Cook County, State of Illinois ("Original Memorandum"), covering that certain property located in City of Palos Heights, County of Cook, State of Illinois, as more particularly described on

Store # [3053]: [Palos Heights, IL] Corrective Amendment to Memorandum of Lease

<u>Schedule I</u> 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 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 Tenz. (1) ereby 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. <u>Conflict</u>. 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. <u>Successors and Assigns</u>. This Corrective Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- 4. <u>Counterparts</u>. 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.)

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: Name: 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 covament to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On ///ARU 28, 2018, before me, //WOUNG- HO , 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.

Signature of Notary Public

JINOUNG CHOI
Notary Public - California
Los Angeles County
Commission # 2157771
My Comm. Expires Jun 24, 2020

TENANT:		
NEW ALBERTSONS L.P.,		
a Delaware limited harthership		
By:		
Name: Bradley Beckstrom \ /		
Title: Authorized Signatory		
STATE OF IDAHO)		
) ss.		
County of Ada		
Sh	40 - 1	
On this W day Morgan Skyles person	of March	, 2018, before me kstrom, known or identified to
Worgan Skyles person	ially appeared Bradley Becl	kstrom, known or identified to
me (or proved to me on the oath of) to be the Authorized
Signatory of New Albertsons L.P., 7	Delaware limited partnershi	ip, the limited partnership that
executed the instrument or the person	who executed the instrun	nent on behalf of said limited
partnership, and acknowledged to me t		
IN WITNESS WHEREOF, I h	ave hereurte set my hand a	nd affixed my official seal the
day and year in this certificate first abo	, ,	-
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	100	
MORGA	MEKKUS	
N. C.	NOTARY PUBLIC E	OR IDAHO
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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 I 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 NACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1985 AS DOCUMENT NUMBER 65333638 AND PART OF THE NORTH 32.52 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SICTION 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 COCK, COUNTY, ILLINOIS.

los h. 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