

# UNOFFICIAL COPY

Doc#: 1816418094 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/13/2018 01:31 PM Pg: 1 of 7

**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 MEMORANDUM OF LEASE

This CORRECTIVE AMENDMENT TO MEMORANDUM OF LEASE ("Corrective Memorandum"), is made and executed as of the 11 day of June, 2018 (the "Effective Date"), by and between **STICKNEY SUPERMARKET EXCHANGE, LLC**, a Delaware limited liability company, as signatory trustee of **STICKNEY SUPERMARKET DST**, a Delaware statutory trust, not in its individual capacity, but in its sole capacity as trustee holding record title on behalf of Stickney Supermarket DST ("Landlord"), whose address is c/o Inland Commercial Real Estate Group, LLC, 2901 Butterfield Road, Oak Brook, Illinois 60523, Attention G. Joseph Cosenza and **NEW ALBERTSONS L.P.**, a Delaware limited partnership ("Tenant"), whose address is 250 Parkcenter Boulevard, Boise, ID 83726.

### RECITALS:

A. Landlord, as successor-in-interest to CF Albert Propco LLC, a Delaware limited liability company, and Tenant, as successor by conversion to New Albertson's, Inc., an Ohio

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corporation, entered into that certain Lease, dated as of October 31, 2017 (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. 1730734094 in the official records of Cook County, State of Illinois ("Original Memorandum"), covering that certain property located in City of Stickney, 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 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:**

**STICKNEY SUPERMARKET DST,**  
a Delaware statutory trust

By: Stickney Supermarket Exchange, L.L.C.,  
a Delaware limited liability company,  
its signatory trustee

By: Inland Private Capital Corporation,  
a Delaware corporation,  
its sole member

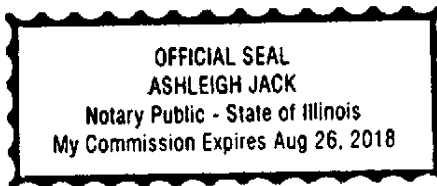
By: Joseph E. Binder  
Its: Senior Vice President

STATE OF ILLINOIS            }  
  } SS  
COUNTY OF DUPAGE        }

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Joseph E. Binder, being the Senior VP of Inland Private Capital Corporation, a Delaware corporation, the sole member of Stickney Supermarket Exchange, L.L.C., a Delaware limited liability company, the signatory trustee of Stickney Supermarket DST, a Delaware statutory trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 24th day of May, 2018

[Signature]  
Notary Public  
My Commission Expires:  
8/26/18



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TENANT:

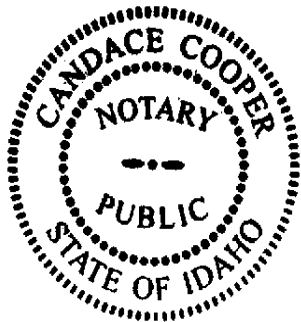
New Albertsons L.P.,  
a Delaware limited partnership

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

STATE OF IDAHO )  
) ss.  
County of Ada

On this 20th day of May, 2018, 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 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

Real property in the City of Stickney, County of Cook, State of Illinois, described as follows:

**PARCEL 1:**

THE EAST 40.31 FEET OF THE WEST 172.31 FEET (EXCEPT THE NORTH 150 FEET THEREOF) LYING NORTH OF A LINE 337.39 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 OF THE FOLLOWING DESCRIBED TRACT: THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37, ALSO THAT PART OF BLOCK 37 LYING NORTH OF THE SOUTH 341.08 FEET OF BLOCK 37 IN CIRCUIT COURT PARTITION OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**PARCEL2A:**

LOTS 1 AND 2 IN WITHER'S SUBDIVISION OF THE WEST 48 FEET OF THE WEST 92 FEET LYING NORTH OF A LINE 287.39 FEET SOUTH OF THE SOUTH LINE OF PERSHING ROAD (SAID SOUTH LINE OF PERSHING ROAD BEING 50 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13) OF THE FOLLOWING TRACT: THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37, ALSO THAT PART OF SAID BLOCK LYING NORTH OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTIONS 31 AND 32, TOWNSHIP 39 NORTH RANGE 13 AND PART OF SECTION 6 TOWNSHIP 38 NORTH RANGE 13 AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

**PARCEL 2B:**

A 12 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJOINING PARCEL 2A.

**PARCEL 3:**

THE EAST 44 FEET OF THE WEST 92 FEET LYING NORTH OF A LINE 287.39 FEET SOUTH OF THE SOUTH LINE OF PERSHING ROAD (SAID SOUTH LINE OF PERSHING ROAD BEING 50 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS) OF THE FOLLOWING TAKEN AS A TRACT:

THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37 ALSO THAT PART OF SAID BLOCK 37 LYING NORTH OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 IN CIRCUIT COURT PARTITION OF SECTION 6 AFORESAID, IN COOK COUNTY ILLINOIS.

**UNOFFICIAL COPY****PARCEL 4:**

THE EAST 40 FEET OF THE WEST 132 FEET LYING NORTH OF A LINE 337.39 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN OF THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT, THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37 ALSO THAT PART OF BLOCK 37 LYING NORTH OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 ALL IN CIRCUIT COURT PARTITION OF SECTION 6 AFORESAID IN COOK COUNTY ILLINOIS.

**PARCEL 5:**

THE WEST HALF OF THE SOUTH 241.8 FEET OF BLOCK 37 (EXCEPT THE SOUTH 33 FEET THEREOF AND EXCEPT THAT PART, IF ANY, LYING NORTH OF A LINE 416.1 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CIRCUIT COURT PARTITION OF PARTS OF SECTIONS 31 AND 32 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST HALF OF SECTION 12 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS;

AND

THE SOUTH 25 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 6 TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 6 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 316.1 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION, 344.39 FEET; THENCE NORTHERLY TO A POINT IN THE NORTH LINE OF SAID SECTION, 344.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE WEST ON SAID NORTH LINE TO THE POINT OF BEGINNING (EXCEPT THE NORTH 33 FEET AND WEST 40 FEET THEREOF);

AND

THE NORTH 100 FEET OF THE SOUTH 341.8 FEET OF THE WEST HALF OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PARTS OF SECTIONS 31 AND 32 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED DECEMBER 13, 1906 AS DOCUMENT 3966484 IN BOOK 95 OF PLATS PAGE 10;

AND

THAT PART OF THE EAST HALF OF THE SOUTH 341.08 FEET OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 95 OF PLATS PAGE 10 AS DOCUMENT 3966484 LYING WEST OF THE WEST LINE OF LORRAINE

Schedule I

Store # 3103: [Stickney, IL]

Corrective Amendment to Memorandum of Lease

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**PARCEL 9:**

**LOT 2 IN PREROST AND SVATEK SUBDIVISION OF THE NORTH 150 FEET OF THE SOUTH 183 FEET OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1955 AS DOCUMENT 16233807, IN COOK COUNTY ILLINOIS.**

Property Address: 7122 West 40<sup>th</sup> Street, Stickney, Illinois

**Permanent Index Numbers:**

- Parcel 1: 19-06-100-016-0000
- Lot 1 of Parcel 2A and Part of Parcel 2B: 19-06-100-018-0000
- Lot 2 of Parcel 2A and Remainder of Parcel 2B: 19-06-100-019-0000
- Parcel 3: 19-06-100-020-0000
- Part of Parcel 4: 19-06-100-021-0000
- Remainder of Parcel 4: 19-06-100-022-0000
- Part of Parcel 5: 19-06-100-023-0000
- Remainder of Parcel 5: 19-06-100-024-0000
- Parcel 6: 19-06-125-057-0000
- Parcel 7: 19-06-125-057-0000
- Parcel 8: 19-06-125-057-0000
- Parcel 9: 19-06-125-060-0000

Office of Cook County Clerk's Office

Schedule I

Store # 3103: [Stickney, IL]  
Corrective Amendment to Memorandum of Lease