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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/29/2018 01:28 PM Pg: 1 of 8

**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 11th day of June, 2018 (the "Effective Date"), by and between **ARLINGTON GOLF, LLC**, a Delaware limited liability company, and **ARLINGTON GOLF HPG, LLC**, a Delaware limited liability company, as tenants-in-common (collectively, "Landlord"), whose address is c/o Arlington Golf, LLC, 1401 Broad Street, Clifton, New Jersey 07013, Attn: Bruce Nelson, 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 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. 1730706066 in the official records of Cook County, State of Illinois ("Original Memorandum"), covering that certain property located in City of Arlington Heights, County of Cook, State of Illinois, as more particularly described on

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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 hereof 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.

LANDLORD¹:

ARLINGTON GOLF, LLC,
a Delaware limited liability company

By: _____
Name: Robert S. Ambrosi
Title: Manager

ARLINGTON GOLF HPG, LLC,
a Delaware limited liability company

By: HPG Associates, Inc.,
a New York corporation
its sole member

By: _____
Name: ABRAHAM ZEV COLOMBACK
Title: PRESIDENT

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STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

June Robert S. Ambrosi

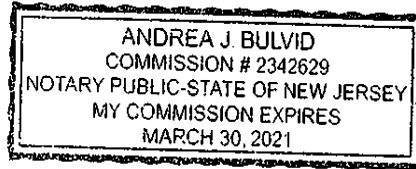
On this 8 day of ~~May~~, 2018, before me, the undersigned a Notary Public in the foresaid State, personally appeared ~~GARY S. BAUMANN~~, to me known to be the Manager of Arlington Gulf, LLC, a Delaware limited liability company, the LANDLORD, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My Commission Expires:

March 30, 2021

Andrea J. Bulvid
Notary Public of the State of NJ



STATE OF New York)
) SS
COUNTY OF Kings)

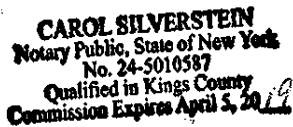
On this 31 day of May, 2018, before me, the undersigned a Notary Public in the foresaid State, personally appeared ABRAHAM GONZALEZ to me known to be the President of HPG Associates, Inc., a New York Corporation, the sole member and manager of Arlington Gulf HPG, LLC, a Delaware limited liability company, the LANDLORD, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My Commission Expires:

APRIL 5 2019

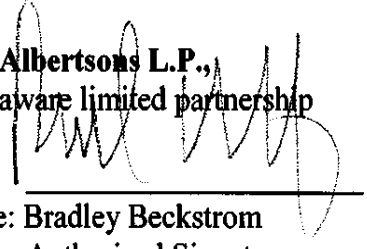
Carol Silverstein
Notary Public of the
State of: New York



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TENANT:

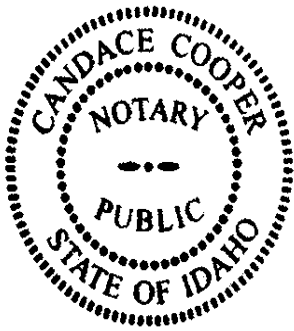
New Albertsons L.P.,
a Delaware limited partnership

By: 
Name: Bradley Beckstrom
Its: Authorized Signatory

STATE OF IDAHO)
) ss.
County of Ada)
)

On this 6th day of June, 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.





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:

THAT PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, WHICH POINT IS 712.26 FEET WEST OF THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH, PARALLEL WITH THE CENTERLINE OF ARLINGTON HEIGHTS ROAD, 300.0 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 9, 57.10 FEET TO THE WEST LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT, 358 FEET TO THE SOUTH LINE OF SECTION 9; THENCE EAST, ALONG SAID SOUTH LINE, 234.0 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF TAKEN AND USED FOR GOLF ROAD BEING THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY TRUSTEE'S DEED RECORDED SEPTEMBER 2, 1993 AS DOCUMENT 93701666), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN THE HEIGHTS PLAZA SUBDIVISION OF PART OF LOT 5 IN THE SUBDIVISION OF THE JOSEPH A. BARNES' FARM IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NUMBER 93L51191, DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 IN HEIGHTS PLAZA SUBDIVISION, A PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM, IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 44 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 FOR A DISTANCE OF 28.70 FEET; THENCE NORTH 2 DEGREES 15 MINUTES 12 SECONDS EAST, 21.88 FEET; THENCE NORTH 3 DEGREES 42 MINUTE 503 SECONDS EAST, 84.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 IN HEIGHTS PLAZA SUBDIVISION; THENCE NORTH 89 DEGREES 44 MINUTES 21 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 1, FOR A DISTANCE OF 26.82 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 3 DEGREES 25 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF LOT 3 FOR A DISTANCE OF 105.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NUMBER 93L51191, DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 IN HEIGHTS PLAZA SUBDIVISION, A PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM, IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE ON AN ASSUMED BEARING OF SOUTH 3 DEGREES 25 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3 FOR A DISTANCE OF 48.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN HEIGHTS PLAZA SUBDIVISION; THENCE NORTH 77 DEGREES 21 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 22.69 FEET; THENCE NORTH 5 DEGREES 42 MINUTES 53 SECONDS EAST, 47.73 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 77 DEGREES 21 MINUTES 58 SECONDS EAST ALONG SAID NORTH LINE, 20.78 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

Schedule I

Store #3461: Arlington Heights, IL
Corrective Amendment to Memorandum of Lease

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THOSE PORTIONS LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTION 9, 15 AND 16 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, WHICH POINT IS 712.26 FEET WEST OF THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, THENCE NORTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD 300 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 100 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 300 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE, 100 FEET TO THE PLACE OF BEGINNING;

ALSO

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, WHICH POINT IS 512.26 FEET WEST OF THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 300 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 100 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD 300 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE EAST ALONG SAID SOUTH LINE OF SECTION 9, 100 FEET TO THE PLACE OF BEGINNING;

ALSO

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 9 WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 225.17 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SECTION 9, A DISTANCE OF 287.09 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 300.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 287.09 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART DEDICATED FOR ILLINOIS ROUTE 58 BY DOCUMENT NO. 10488007

ALSO

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 9 WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 225.17 FEET, THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD FOR A DISTANCE OF 226.45 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 73.55 FEET TO A POINT ON A LINE 300.0 FEET NORTH AS MEASURED ALONG THE CENTER LINE OF ARLINGTON HEIGHTS ROAD OF THE SOUTH LINE OF SAID SECTION 9, THENCE EAST ALONG SAID LINE A DISTANCE OF 225.17 FEET TO THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE A DISTANCE OF 74.92 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF ILLINOIS ROUTE 58 AS DEDICATED BY DOCUMENT 10488007, A DISTANCE OF 225.08 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM SAID PARCEL 3 THAT PART THEREOF LYING EAST OF THE WEST LINE OF ARLINGTON HEIGHTS ROAD, AS DEDICATED BY DOCUMENT 10488007 AND EXCEPTING THAT PART OF THE LAND, IF ANY, FALLING IN GOLF ROAD.

PARCEL 4:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT AGREEMENT AS TO EASEMENTS AND RESTRICTIONS DATED MARCH 16, 1983 AND FILED MARCH 31, 1983 AS DOCUMENT LR3300888, AND THE TERMS AND PROVISIONS CONTAINED HEREIN.

FIRST AMENDMENT TO AGREEMENT AS TO EASEMENTS AND RESTRICTIONS RECORDED APRIL 17, 1998 AS DOCUMENT 98306814.

PARCEL 5:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT DECLARATION OF COVENANTS AND CONDITIONS AND GRANTS OF EASEMENTS DATED JULY 13, 1981 AND FILED SEPTEMBER 16, 1981 AS

Schedule I

Store #3461: Arlington Heights, IL
Corrective Amendment to Memorandum of Lease

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DOCUMENT LR3232245, MADE BY HEIGHTS PLAZA PROPERTIES, INC., AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

PARCEL 6:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT AGREEMENT AS TO EASEMENTS AND RESTRICTIONS DATED AUGUST 19, 1981 AND FILED SEPTEMBER 16, 1981 AS DOCUMENT LR3232245, MADE BY AND BETWEEN HEIGHTS PLAZA PROPERTIES, INC. AND NORTHWEST TRUST AND SAVINGS BANK, AND THE TERMS AND CONDITIONS THEREOF.

FIRST AMENDMENT TO AGREEMENT AS TO EASEMENTS AND RESTRICTIONS RECORDED APRIL 27, 2000 AS DOCUMENT 00295786 AND RE-RECORDED AUGUST 16, 2000 AS DOCUMENT 00629167.

PARCEL 7:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT TERMS, PROVISIONS AND CONDITIONS OF THE CROSS EASEMENT AGREEMENT DATED NOVEMBER 28, 1984 AND FILED DECEMBER 13, 1987 AS DOCUMENT LR3410072, MADE BY AND BETWEEN HEIGHTS PLAZA PROPERTIES, INC. AND GOLF AND STATE PROPERTIES, INC.

PARCEL 8:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT EASEMENTS FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF LOTS 1, 2 AND OVER LOT 3, AS SHOWN ON PLAT OF HEIGHTS PLAZA SUBDIVISION FILED AS DOCUMENT LR3232242.

PIN #'s: 08-09-400-013-0000 Vol. 49;
08-09-400-063-0000 Vol. 49; NS
08-09-400-057-0000 Vol. 49

Street Address: 1860 S. Arlington Heights, Arlington Heights, IL

Property of Cook County Clerk's Office

Schedule I

Store #3461: Arlington Heights, IL
Corrective Amendment to Memorandum of Lease