

# UNOFFICIAL COPY

CC#11A0012449AC NH 1 of 2

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN  
RECORDED MAIL TO:

Diamond & Kaplan, P.A.  
302 Datura Street, Suite 100  
West Palm Beach, Florida 33401  
Attn: Lawrence J. Diamond, Esq.



Doc# 2017408023 Fee \$59.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/22/2020 10:36 AM PG: 1 OF 5

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## FIRST AMENDMENT TO MEMORANDUM OF LEASE

APN: 15-17-403-026-0000, 15-17-404-043-0000, 15-17-404-045-0000, 15-17-404-047-0000, 15-17-405-005-0000, 15-17-405-007-0000

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "First Amendment to Memorandum of Lease") is entered into this 18<sup>th</sup> day of May, 2020 (the "Effective Date"), by and between SVAP III HILLSIDE TOWN CENTER, LLC, a Delaware limited liability company ("Landlord"), having its principal place of business at c/o Sterling Organization, 302 Datura Street, Suite 100, West Palm Beach, Florida 33401, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of business at 5130 Hacienda Drive, Dublin, California 94568-7579.

### WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated February 5, 2019 (the "Lease") pursuant to which Landlord has leased to Tenant certain premises (more specifically described in the Lease) in the Shopping Center commonly known as Hillside Town Center, located on the real property in the City of Hillside, County of Cook, State of Illinois, described in Exhibit A hereto.

WHEREAS, Landlord and Tenant executed that certain Memorandum of Lease (the "Original Memorandum") pertaining to the real property described on Exhibit A attached hereto, recorded on May 8, 2019, as Document No. 1912842094, in the Office of the Cook County Recorder of Deeds in and for the County of Cook, State of Illinois.

WHEREAS, Landlord and Tenant desire to execute and record this First Amendment to Memorandum of Lease in order to provide public record notice of the correction of the Landlord's signature block in the Original Memorandum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Correction to Landlord Signature Block. Landlord's signature block in the Original Memorandum contained a scrivener's error, which signature block is corrected and replaced with the following:

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“SVAP III HILLSIDE TOWN CENTER, LLC,  
a Delaware limited liability company

By: Sterling Value Add Investments III, LLC,  
a Delaware limited liability company

Its: Sole Member

By: SVAP III GP, LLC,  
a Delaware limited liability company

Its: Manager”

3. No Modification of Lease. This First Amendment to Memorandum of Lease is prepared for the purpose of constructive notice and does not modify any provision in the Lease. Except and to the extent specifically provided in this First Amendment to Memorandum of Lease, the provisions set forth in the Original Memorandum shall remain unmodified and in full force and effect.

4. Binding Effect. This First Amendment to Memorandum of Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this First Amendment to Memorandum of Lease as of the Effective Date set forth above.

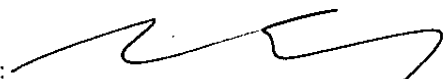
**LANDLORD:**  
SVAP III HILLSIDE TOWN CENTER,  
LLC, a Delaware limited liability company

By: Sterling Value Add Investments III, LLC,  
a Delaware limited liability company

Its: Sole Member

By: SVAP III GP, LLC,  
a Delaware limited liability company

Its: Manager

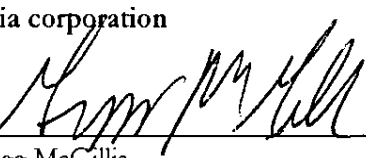
By: 

Name: Greg Moross

Its: Vice President

Dated: May 18, 2020

**TENANT:**  
ROSS DRESS FOR LESS, INC.,  
a Virginia corporation

By: 

Its: Group Executive Vice President,  
Property Development

Dated: May 11, 2020

By: 

Its: Group Senior Vice President, Real Estate

Dated: May 11, 2020

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## TENANT ACKNOWLEDGMENT

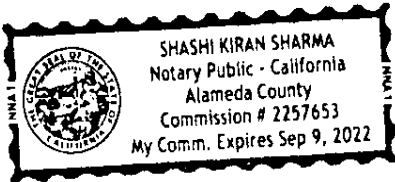
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )

On May 11, 2022 before me, SHASHI KIRAN SHARMA, a Notary Public, personally appeared Gregg McGillis and Richard G. Lietz, 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.



Shashi Kiran Sharma  
Notary Public

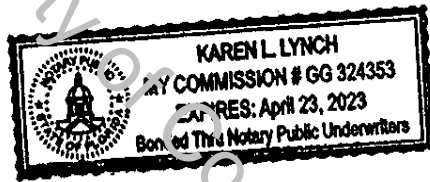
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## LANDLORD ACKNOWLEDGEMENT

State of Florida )  
 )  
County of Palm Beach )

On May 18, 2022, before me, Karen L Lynch, a Notary Public, personally appeared Greg Moross, personally known to me, or 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.

WITNESS my hand and official seal.



Karen L Lynch  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE SHOPPING CENTER

#### (LANDLORD'S PARCEL)

PARCEL 1:

TRACT 1:

LOTS 2, 3, 5 AND 7 IN METRO COMMONS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2:

LOTS 8, AND 10 IN METRO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF ALL OF LOTS 8 AND 10 AND PART OF LOT 9 IN METRO COMMONS, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING, UTILITIES AND SIGN EASEMENTS GRANTED IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 21, 2007, BETWEEN TARGET CORPORATION AND HARRIS, N.A., AS TRUSTEE U/T/A DATED DECEMBER 1, 2001 AND KNOWN AS TRUST NUMBER HTB-1026, FOR HILLSIDE TOWN CENTER, RECORDED JANUARY 2, 2008, AS DOCUMENT NUMBER 0800213028, COOK COUNTY RECORDER OF DEEDS.