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COOK COUNTY CLERK'S OFFICE
DATE: 5/9/2024 1:59 PM
PAGE: 1 OF 8

Prepared by and please return to:

Amber Graham
Lead Counsel
Walmart U.S. Legal Realty Center of Expertise
2608 SE J Street
Bentonville, AR 72716-5510

**NOTICE OF TERMINATION OF MEMORANDUM OF GROUND LEASE AND
MEMORANDUM OF LEASE**

This NOTICE OF TERMINATION OF MEMORANDUM OF GROUND LEASE AND MEMORANDUM OF LEASE, (this "Notice"), dated to be effective as of October 5, 2023, is entered into among **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart REBT"), having a mailing address of 702 S.W. Eighth Street, Bentonville, Arkansas 72716, and **RETAIL TRUST IV**, a Delaware statutory trust ("Retail Trust IV"), having a mailing address of c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street, Wilmington, Delaware 19890-0001. As used herein, the term "Trust Agreement" shall mean, as may be further modified, supplemented or amended from time to time, that certain Retail Trust IV Trust Agreement, dated November 1, 1994, among First Chicago Leasing Corporation and FHL SPC One, Inc., as Owner Participants, and Wilmington Trust Company, as Corporate Owner Trustee, pursuant to which Retail Trust IV was formed under the Delaware Statutory Trust Act (formerly known as the Delaware Business Trust Act). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined).

WHEREAS, Wal-Mart REBT (successor in interest to Walmart Inc. (formerly known as Wal-Mart Stores, Inc.) ("Walmart")), pursuant to that certain Ground Lease, dated as of November 1, 1994 (as amended from time to time, the "Ground Lease"), demised and leased to Retail Trust IV and Retail Trust IV leased from Wal-Mart REBT, upon and subject to the terms, covenants and conditions set forth therein (i) all right, title and interest of Wal-Mart REBT in and to the parcel of land (the "Land") situated in Cook County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof, and (ii) all right, title and interest of Wal-Mart REBT in and to all easements, servitudes, rights and appurtenances relating to the Land (other than the buildings and other structures and fixtures now or hereafter located on the Land) (collectively, the

NOTICE OF TERMINATION OF MEMORANDUM OF GROUND LEASE
AND MEMORANDUM OF LEASE
BEDFORD PARK, COOK COUNTY, ILLINOIS – STORE #1938
RETAIL TRUST IV
4874-5111-5633.1

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“Premises”). A memorandum of the Ground Lease was recorded as Document #94970980 in the Real Estate Records of Cook County, Illinois, as amended by Amendment to Memorandum of Ground Lease, recorded on November 28, 2012, as Document #1233333128 in the Real Estate Records of Cook County, Illinois (as amended from time to time, the “Memorandum of Ground Lease”);

WHEREAS, pursuant to that certain Lease, dated November 1, 1994 (as amended from time to time, the “Lease”), Retail Trust IV demised and leased to Wal-Mart REBT, by its predecessor in interest, Walmart, and Wal-Mart REBT leased from Retail Trust IV, upon and subject to the terms, covenants and conditions set forth therein (i) Retail Trust IV’s right, title and interest, as ground lessee under the Ground Lease, (ii) all right, title and interest of Retail Trust IV in and to all buildings and other structures and non-severable fixtures now or hereafter located on the Land (the “Improvements”), and (iii) all right, title, and interest of Retail Trust IV in and to all easements, rights and appurtenances relating to the Land and Improvements (collectively the “Unit”). A memorandum of the Lease was recorded as Document #94970981 in the Real Estate Records of Cook County, Illinois, as amended by Amendment to Ground Lease, Lease, Indenture, Supplemental Indenture, Tax Indemnity and Title Agreement, recorded on November 28, 2012 as Document #1233333127 in the Office of the Recorder of Deeds of Cook County, Illinois (as amended from time to time, the “Memorandum of Lease”);

WHEREAS, Walmart assigned its interest with respect to the Unit in the Ground Lease and the Lease to Wal-Mart REBT, pursuant to an Assignment and Assumption of Leases dated, October 31, 1996; and

WHEREAS, pursuant to a certain Agreement Regarding Termination of Operative Documents and Acknowledgement of Satisfaction and Discharge of Indenture and Supplemental Indenture of even date herewith (the “Agreement”), Wal-Mart REBT and Retail Trust IV, among others, have caused the Ground Lease and the Lease to be terminated and released with respect to the Unit.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The Memorandum of Ground Lease (and all amendments thereto) is hereby terminated and released.
2. The Memorandum of Lease (and all amendments thereto) is hereby terminated and released.
3. To the extent of any inconsistencies between this Notice and the Agreement, the terms, provisions and conditions of the Agreement shall control.

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4. This Notice may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

5. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Wilmington Trust Company or Wilmington Trust, National Association, as applicable, not individually or personally, but solely as Owner Trustees, in the exercise of the powers and authority conferred and vested in them, pursuant to the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of Retail Trust IV is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company or Wilmington Trust, National Association, as applicable, but is made and intended for the purpose for binding only Retail Trust IV, (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust Company or Wilmington Trust, National Association, as applicable, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, (d) neither Wilmington Trust Company nor Wilmington Trust, National Association has made any investigation as to the accuracy or completeness of any representations or warranties made by Retail Trust IV in this Notice and (e) under no circumstances shall Wilmington Trust Company or Wilmington Trust, National Association, as applicable, be personally liable for the payment of any indebtedness or expenses of Retail Trust IV or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Retail Trust IV under this Notice or any other related documents.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Notice on the corresponding dates set forth below to be effective as of the date first above written, pursuant to proper authority duly granted.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: *Colin Sangster*
Name: Colin Sangster
Title: Senior Director

Date of Execution: Sept. 7th, 2023

STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

I, *Tina Sharp*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Colin Sangster personally known to me to be the Sr. Director of **WAL-MART REAL ESTATE BUSINESS TRUST**, an Delaware statutory trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, he/she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7th day of Sept., 2023.

Tina L Sharp
Notary Public

My Commission Expires:

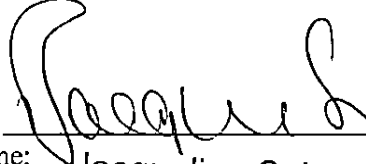
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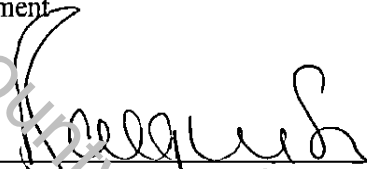
RETAIL TRUST IV, a Delaware statutory trust

By: Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee pursuant to the Trust Agreement

By: 
Name: Jacqueline Solone
Title: Vice President

Date of Execution: August 23, 2023

By: Wilmington Trust, National Association, a national banking association, not in its individual capacity, but solely as Corporate Successor to Individual Owner Trustee pursuant to the Trust Agreement

By: 
Name: Jacqueline Solone
Title: Vice President

Date of Execution: August 23, 2023

Property of COOK COUNTY CLERK'S Office

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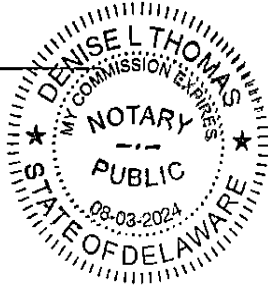
STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared Jacqueline Solone, who is personally known to me to be a person who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn he/she did acknowledge before me, depose and say to me that he/she is **Vice President** of **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee for RETAIL TRUST IV, a Delaware statutory trust created under the Retail Trust IV Trust Agreement, dated as of November 1, 1994, as modified, supplemented and amended, named as one of the parties to the aforementioned legal instrument; that he/she had signed the same as the trustee and on behalf of such statutory trust; that he/she had signed his/her name thereto on behalf of said statutory trust in such capacity by like order; and that the execution of said legal instrument was the free and voluntary act and deed of such trust for the consideration, purposes, and uses set forth in such legal instrument.

GIVEN under my hand and official seal this 23 day of August, 2023.

Denise L. Thomas
Notary Public

My Commission Expires:



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4874-5111-5633.1**

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EXHIBIT A LEGAL DESCRIPTION OF THE UNIT

Lot 1 and Lot 2 in Wal-Mart Bedford Park, a subdivision of part of the Southeast Quarter of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded on November 2, 2012, as Document No. 1230729044, in Cook County, Illinois.

PIN: 19-21-400-064-0000

PROPERTY ADDRESS: 7050 S Cicero Ave., Bedford Park, IL 60638

Property of Cook County Clerk's Office

EXHIBIT A
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