

Return Address

First National Real Estate Services, LLC
300 Rector Place, 4J
New York, NY, 10280
www.FirstNationalRES.com

#1286

Document Title(s) (or transactions contained therein):

1. Memorandum of Lease
- 2.
- 3.

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 07/27/2020

Reference Number(s) of Documents assigned or released:
(on page ___ of documents(s))**Grantor(s)** (Last name first, then first name and initials):

1. ACI REAL ESTATE COMPANY LLC
- 2.
3. ☐ Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. SAFEWAY INC.
- 2.
3. ☐ Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot(s): 1, MOUNT VERNON BSP NO. MV-1-94

x Full legal is on page 6 of document.

Assessor's Property Tax Parcel/Account Number

P107479 / 8005-000-001-0000

WHEN RECORDED MAIL TO:

Greenberg Traurig, LLP
Attention: Corey Light
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601

MEMORANDUM OF UNITARY MASTER SUBLEASE

This MEMORANDUM OF UNITARY MASTER SUBLEASE ("Memorandum"), is made and executed as of the 9th day of June, 2020 (the "Effective Date"), by and between ACI REAL ESTATE COMPANY LLC, a Delaware limited liability company ("Landlord"), whose address is c/o Albertsons Companies, 250 Parkcenter Boulevard, Boise, ID 83726, Attn: Legal Department, and SAFEWAY INC., a Delaware corporation ("Tenant"), whose address is c/o Albertsons Companies, 250 Parkcenter Boulevard, Boise, ID 83726, Attn: Legal Department.

RECITALS:

A. Landlord and Tenant entered into that certain Unitary Master Sublease, dated as of June 9, 2020 (the "Master Sublease"), covering, in addition to other properties, that certain property located in Mt. Vernon, Washington, 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 Memorandum for the purposes of providing record notice of the Master Sublease, to set forth certain of the terms and conditions of the Master Sublease, and to protect the rights and interests of Landlord and Tenant as to third parties. All capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the Master Sublease.

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. Lease and Premises. Subject to the covenants and conditions contained in the Master Sublease, Landlord has leased to Tenant, and Tenant has leased from Landlord, the Leased Premises.

2. Term: Rent Commencement Date. The term of the Master Sublease commenced on June 9, 2020 ("Rent Commencement Date") and expires on the twentieth (20th) anniversary of the last day of the month in which the Rent Commencement Date occurred, unless such term is reset in accordance with the terms set forth in Section 2.1 of the Master Sublease or is otherwise

earlier terminated pursuant to the terms of the Master Sublease. Tenant has the option to extend the term of the Master Sublease for eight (8) consecutive periods of five (5) years each, subject to the terms of the Master Sublease.

3. Conflict. This Memorandum is prepared for the purpose of constructive notice and in no way modifies the provisions of the Master Sublease. In the event of any conflict or any inconsistency between the terms and provisions of the Master Sublease and the terms and provisions of this Memorandum, the terms and provisions of the Master Sublease shall control. Nothing contained in this Memorandum shall alter, modify or amend the provisions of the Master Sublease (or the exhibits thereto), which remain in full force and effect according to all of the terms and provisions thereof.

4. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

5. Counterparts. This 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 Memorandum as of the Effective Date set forth above.

LANDLORD:

ACI REAL ESTATE COMPANY LLC,
a Delaware limited liability company

By: 

Name: Joel Guth

Title: Authorized Signatory

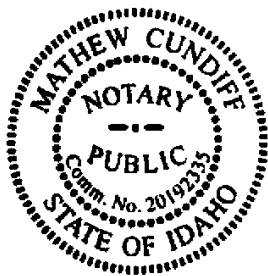
STATE OF IDAHO)

) ss.

COUNTY OF ADA)

On this 2nd day of June, 2020, before me Mathew Cundiff, personally appeared Joel Guth, known or identified to me (or proved to me on the oath of _____) to be the Authorized Signatory of ACI REAL ESTATE COMPANY LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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, Idaho

My Commission Expires 11/05/2025

TENANT:

SAFEWAY INC.,
a Delaware corporation

By: 

Name: Joel Guth

Title: Authorized Signatory

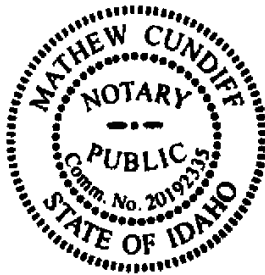
STATE OF IDAHO)

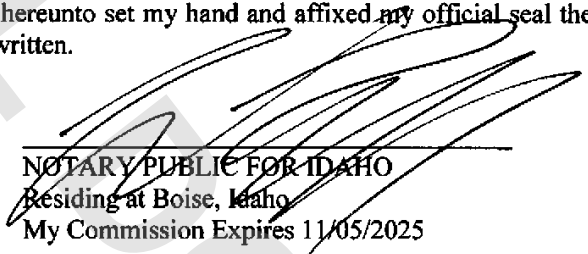
) ss.

COUNTY OF ADA

On this 15th day of June, 2020, before me Mathew Cundiff, personally appeared Joel Guth, known or identified to me (or proved to me on the oath of _____) to be the Authorized Signatory of SAFEWAY INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation 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, Idaho
My Commission Expires 11/05/2025

SCHEDULE I**LEASED PREMISES****LEGAL DESCRIPTION**

For APN/Parcel ID(s): P107479 / 8005-000-001-0000

Lots 1 of CITY OF MOUNT VERNON BINDING SITE PLAT NO. MV 1-94 BSP, as approved May 31, 1994, and recorded May 31, 1994, under Auditor's File No. 9405310129, records of Skagit County, Washington; being a portion of the Northeast Quarter of Section 18, Township 34 North, Range 4 East of the Willamette Meridian;

Situated in Skagit County, Washington.

Schedule I

Store #1472AS: Mt. Vernon, WA
Memorandum of Master Sublease