

2020-007158

Klamath County, Oregon

06/11/2020 08:23:53 AM

Fee: \$102.00

**PREPARED BY
AND WHEN RECORDED,
RETURN TO:**

First National Real Estate Services, LLC
300 Rector Place, 41
New York, NY, 10280
www.FirstNationalRES.com

#1286

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 ALBERTSON'S LLC, a Delaware limited liability company ("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 Klamath Falls, Oregon, 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

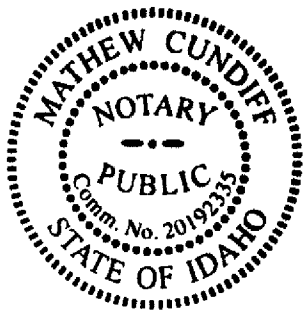
STATE OF IDAHO)

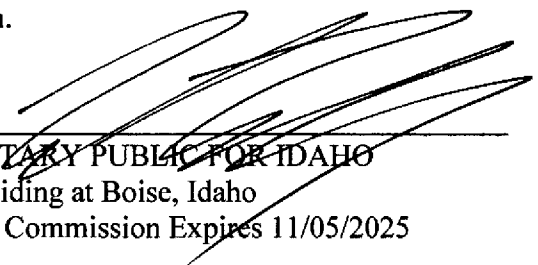
) ss.

COUNTY OF ADA)

On this 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 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:

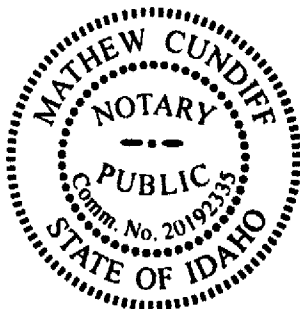
ALBERTSON'S LLC,
a Delaware limited liability company


By: 
Name: Joel Guth
Title: Authorized Signatory

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 1st 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 ALBERTSON'S 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

SCHEDULE I

LEASED PREMISES

LEGAL DESCRIPTION

PARCEL A:

PARCEL 1 OF LAND PARTITION 15-99 BEING PARCEL 2 OF LAND PARTITION 24-98 SITUATED IN LOTS 1 THRU 8 OF BLOCK 1, AND

LOTS 1, 2, 3, 8, AND 9 OF BLOCK 2 OF BAILEY TRACTS NO. 2 BEING IN THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JULY 9, 2013 IN INSTRUMENT 2013-008555, RECORDS OF KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF

TRANSPORTATION BY DEED RECORDED DECEMBER 20, 2019 IN INSTRUMENT 2019-014823, RECORDS OF KLAMATH COUNTY, OREGON.

PARCEL B:

PARCEL 3 OF LAND PARTITION 24-98 SITUATED IN LOTS 1 THRU 8 OF BLOCK 1, AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF BAILEY TRACTS NO. 2 AND THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.