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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 084354

2017 DEC 13 AM 11:49

MICHAEL B. BROWN
RECORDER

NOTICE OF LEASE

Notice is hereby given of a certain Lease (the "Lease") between **Gary Commons Corp.**, an Indiana corporation ("Landlord") and **Hook-SuperRx, L.L.C.**, a Delaware limited liability company ("Tenant").

1. The Lease is for certain premises (the "Premises") consisting of land and building located in the shopping center in Gary, Lake County, Indiana known as 1350 Broadway (the "Shopping Center"), which land is more particularly bounded and described on Exhibit A attached hereto.

2. The Lease is for an initial term of five (5) years commencing on September 16, 2017 and terminating five (5) years thereafter plus any months and days necessary to have the term expire on the next September 30, 2022.

3. Tenant has two (2) options under the Lease to extend the term of the Lease each being for five (5) year renewal periods.

4. (i) Landlord shall not lease or use, nor permit the lease or use of, the whole or any part of the Shopping Center (excluding the Premises), for the purpose of an ULTA or Sephora, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department. Landlord shall cause the foregoing restrictions to be included in any lease or other occupancy agreement for any space in the Shopping Center.

(ii) Landlord represents and warrants that neither Landlord nor any of Landlord's affiliates holds any interest in any real estate immediately adjacent to the Shopping Center, at the same intersection as the Shopping Center, or within a one (1) mile radius of any boundary line of the Shopping Center (whether accomplished directly by direct ownership, or indirectly through the ownership of any interest in the entity owning such lands or through the use of leases, cross easement agreements or similar documents) (the "Restricted Land"). If Landlord, or any of Landlord's affiliates, holds or acquires any interest in any Restricted Land (whether accomplished directly by direct ownership, or indirectly through the ownership of any interest in the entity owning such lands or through the use of leases, cross-easement agreements or similar documents), then, from and after the Date of Lease until the expiration of the Term,



CHICAGO TITLE INSURANCE COMPANY

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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unless and to the extent that the Restricted Land is already so leased and/or used, Landlord shall not allow the Restricted Land to be leased or to be used for a an ULTA or Sephora, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department. Neither Landlord, nor any of Landlord's affiliates shall sell or transfer any interest in the Restricted Land without recording a declaration of the foregoing restrictions as an encumbrance on the Restricted Land or applicable portion thereof. Landlord shall cause the foregoing restrictions to be included by Landlord and Landlord's affiliates in any lease or other occupancy agreement for all or any portion of the Restricted Land.

(iii) Landlord shall not allow either the Shopping Center or the Restricted Land to be leased or used for parking, access, signage, utilities or other operational services or facilities that serve a use, or serve a purpose incidental to a use, prohibited by Section 4(A)(i) and (ii), respectively.

B. As used in this Lease:

(i) the term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by pharmacists, physicians, dentists, other health care practitioners or entities such as health maintenance organizations for a fee or profit and a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. A "pharmacy prescription department" shall not include the distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations.

C. If any of the provisions of this Section shall be violated and Landlord shall not cure (or cause to be cured) such violation within 90 days after receipt of Tenant's notice thereof, Tenant, at any time thereafter, upon 10 days prior written notice to Landlord and without limiting Tenant's other rights and remedies available at law or in equity, may: (i) terminate this Lease; or (ii) in the event of a breach of the exclusivity related to a pharmacy prescription department, pay to Landlord Fixed Rent reduced to a level equal to 50% of Fixed Rent due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as such violation is permanently cured. In addition, Tenant shall have available all of its right and remedies at law or in equity, including, without limitation, the right to injunctive relief.

D. Each day that any of the provisions of this Section are violated shall constitute a separate and distinct act of breach hereunder.

E. Notwithstanding Sections 4(A) to 4(D) above, Landlord shall have the right, without Tenant's consent, and not in breach of the Lease or in breach of this Assignment, to continue to rent to the current tenants in the Shopping Center and to enforce any other exclusive use provisions existing as of the date of this Assignment, as such have been disclosed to Tenant in writing.

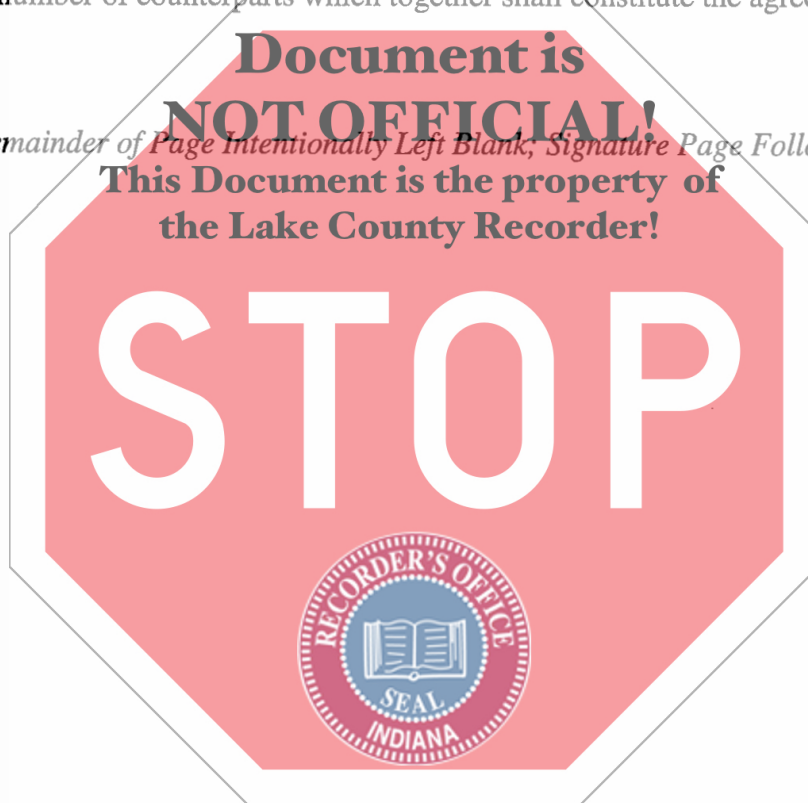
5. Copies of the Lease are on file at the business address of Landlord, indicated as aforesaid, and at the business address of Tenant, also indicated as aforesaid.

6. This Notice of Lease is executed and recorded in accordance with the statutes made and provided.

7. This Notice of Lease is not intended to vary the terms and conditions of the Lease.

8. The Lease contains additional rights, restrictions, terms and conditions not enumerated in this Notice of Lease. Reference should be made to the Lease directly with respect to these and other material terms and conditions. All capitalized terms used but not defined herein should be ascribed their respective meanings as set forth in the Lease. This Notice may be executed in any number of counterparts which together shall constitute the agreement of the parties.

**Document is
NOT OFFICIAL!**
[Remainder of Page Intentionally Left Blank, Signature Page Follows]
**This Document is the property of
the Lake County Recorder!**



IN WITNESS WHEREOF, the parties hereto have hereunto set or caused to be set their hands this 17th day of September, 2017.

LANDLORD:

Witness:

GARY COMMONS CORP.,

Name:

By:

Name:

Title:

Manny Matekan
member

Witness:

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TENANT:

HOOK SUPERX, L.L.C.,
a Delaware limited liability company

Name:

By:

Name: Syed A. Husain

Title: Vice President

Mona Holmes

CVS LEGAL APPROVAL

DAVIS, MALM & D'AGOSTINE, P.C.

By:

Amy L. Fracassini, Managing Director

Parcel ID 45-08-0A-281-001-000-004



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. [Signature]

This document prepared by Amy L. Fracassini, Attorney at Law, One Boston Place, Boston, MA 02108

IN WITNESS WHEREOF, the parties hereto have hereunto set or caused to be set their hands this 12th day of September, 2017.

LANDLORD:

Witness:

GARY COMMONS CORP.,
an Indiana limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Witness:

Kerry A. Burns
Name: _____

S. Husain
By: _____
Name: Syed A. Husain
Title: Vice President



CVS LEGAL APPROVAL

DAVIS, MALM & D'AGOSTINE, P.C.

By: Amy L. Fracassini
Amy L. Fracassini, Managing Director

IN WITNESS WHEREOF, the parties hereto have hereunto set or caused to be set their hands this 17th day of September, 2017.

LANDLORD:

Witness:

GARY COMMONS CORP.,
an Indiana limited liability company

Name:

By: _____
Name: _____
Title: _____

Witness:

Name:



STATE OF ~~INDIANA~~ ^{New York})
) SS.
COUNTY OF ~~Massa~~ ^{Massa})

The undersigned Steven Glassberg, a Notary Public in and for the County and State aforesaid, does hereby certify that Manduchet Muleku, the Member of **GARY COMMONS CORP.**, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of **GARY COMMONS CORP.**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of September, 2017.

Document is NOT OFFICIAL!
(Notarial Seal)
This Document is the property of the Lake County Recorder.

STEVEN H. GLASSBERG
Notary Public, State of New York
No. 01GL079110
Qualified in Massa County
Commission Expires on June 2, 2019

Notary Public: [Signature]
Printed Name: Steven Glassberg
My Commission Expires: 6/2/19

STOP

STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

The undersigned _____, a Notary Public in and for the County and State aforesaid, does hereby certify that Syed A. Husain, the Vice President of **HOOK SUPERX, L.L.C.**, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of **HOOK SUPERX, L.L.C.**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of September, 2017.

(Notarial Seal)

Notary Public: _____
Printed Name: _____
My Commission Expires: _____

STATE OF INDIANA)
) SS.
COUNTY OF)

The undersigned _____, a Notary Public in and for the County and State aforesaid, does hereby certify that _____, the _____ of **GARY COMMONS CORP.**, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of **GARY COMMONS CORP.**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of September, 2017.



STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

The undersigned Susan M. Schadone, a Notary Public in and for the County and State aforesaid, does hereby certify that Syed A. Husain, the Vice President of **HOOK SUPERX, L.L.C.**, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, or personal knowledge of the undersigned, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of **HOOK SUPERX, L.L.C.**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of September, 2017.

(Notarial Seal)

Notary Public: Susan M. Schadone
Printed Name: _____
My Commission Expires: _____

Susan M. Schadone
Notary Public - 46180
State of Rhode Island
My Comm Expires 3/9/2020

EXHIBIT A

Property Description

Lots 6 to 26, both inclusive, (except the North 10 feet of Lot 14), in Block 10, and the North half of vacated 14th Avenue lying adjacent to Lot 26 in Block 10, and that part of vacated alley One West lying adjacent to said Lots and Avenue; Lots 14 to 20, both inclusive, in Block 7 and Lots 21 to 25, both inclusive, (except the South 5 feet of Lot 25), in Block 7, and the West half of vacated alley One West lying adjacent to Lots 21 to 25, both inclusive, in Block 7, and the South half of vacated 14th Avenue adjacent to Lot 14 in Block 7, all in Chicago-Tolleston Land and Investment Company's Third Addition, in the City of Gary, as shown in Plat Book 2, page 27, in Lake County, Indiana.

Property
Address:

1350 Broadway, Gary, IN 46407

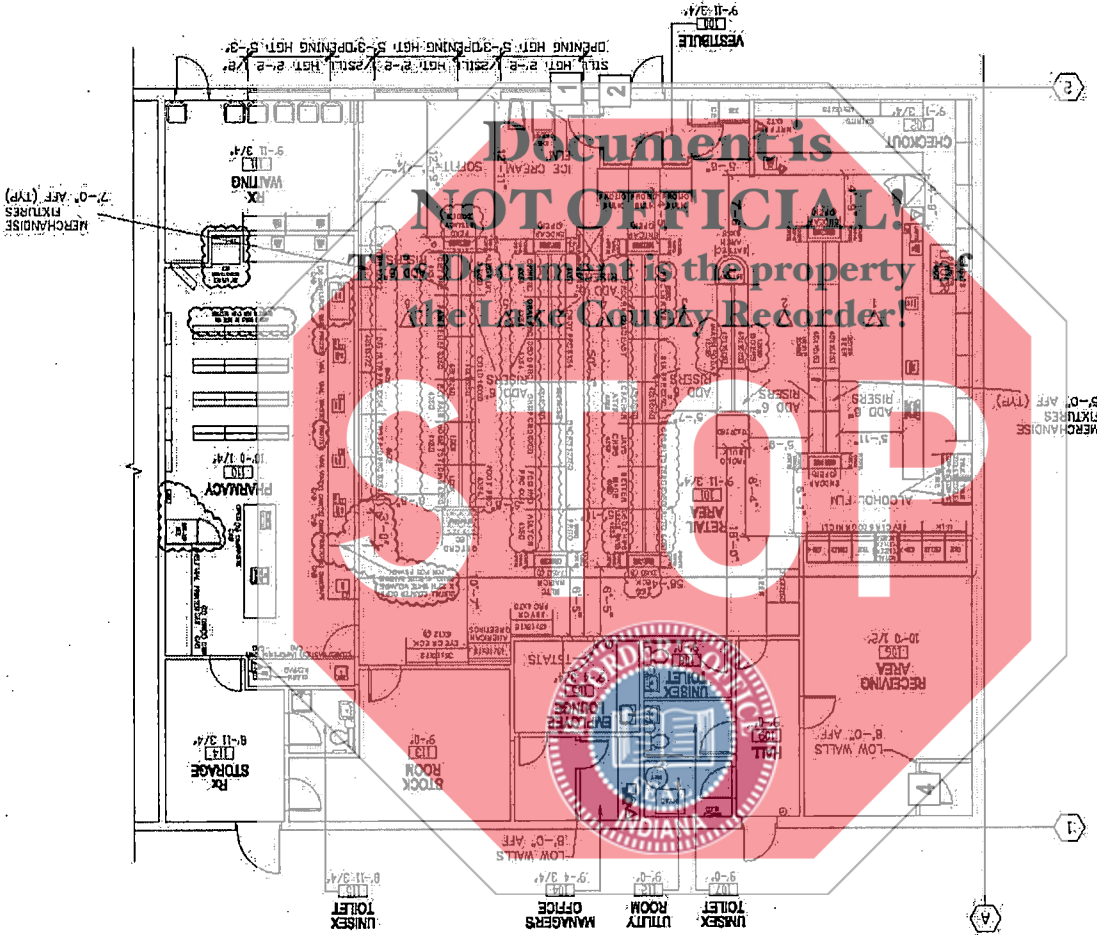
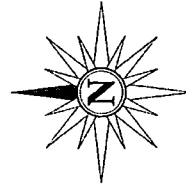


EXHIBIT B

Site Plan

[TO BE ATTACHED]





Rev #:	Reqt. #:	Date:	Rev. By:	Drawn By:	Revision Description:
Original	258-04	09/14/17	DM	ANS	
Rev 1	000000	00/00/00	XXX	XXX	Notes
Rev 2	000000	00/00/00	XXX	XXX	
Rev 3	000000	00/00/00	XXX	XXX	
Rev 4	000000	00/00/00	XXX	XXX	
Rev 5	000000	00/00/00	XXX	XXX	
Rev 6	000000	00/00/00	XXX	XXX	

Drawing prepared for:

CVS pharmacy

Location: 1350 Broadway
Gary, IN 46407

File Path: ACCOUNTS\CVS pharmacy\Locations 2016\749_New Builds\749_105687_Gary_IN

Prof #: 749
Loc #: 105687

Drawing prepared by: **ICON**