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STATE OF INDIANA
LAKE COUNTY
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2017 084357

2017 DEC 13 AM 11:49

MICHAEL B. BROWN
RECORDER

NOTICE OF LEASE

Notice is hereby given of a certain Lease, as amended by Assignment and Assumption of Lease, Amendment to Lease and Lessor Consent, dated as of September 23, 2017 ("Assignment", and with the original lease, hereinafter collectively, the "Lease") between City of East Chicago, Department of Redevelopment, a governmental agency ("Landlord") and Hook-SupeRx, L.L.C., a Delaware limited liability company ("Tenant").

1. The Lease is for certain premises consisting of land and building located in East Chicago, Lake County, Indiana, known as 2100 Broadway, Suites 1, 2 & 3, 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 as of the date of the Assignment, which commencement date is September 23, 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 four (4) options under the Lease to extend the term of the Lease each being for five (5) year renewal periods.

4. If Landlord or any of Landlord's affiliates holds or acquires any interest in any real estate immediately adjacent to the Premises, at the same intersection as the Premises, or within a one (1) mile radius of any boundary line of the Premises (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"), then, from and after the date hereof until the expiration of the term of the Lease, 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 pharmacy mail order facility, a drug store, or 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.

CHICAGO TITLE INSURANCE COMPANY



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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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(ii) Landlord warrants, covenants and agrees that no portion of the Restricted Land may 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 this paragraph 4.

(iii) The restrictions in this paragraph 4 shall not apply to any store owned or operated by Tenant, or any entity affiliated with or owned or controlled by Tenant.

(b) As used herein:

(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.

6. 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.

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

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

9. 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.



(ii) Landlord warrants, covenants and agrees that no portion of the Restricted Land may 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 this paragraph 4.

(iii) The restrictions in this paragraph 4 shall not apply to any store owned or operated by Tenant, or any entity affiliated with or owned or controlled by Tenant.

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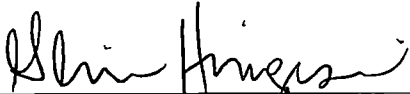
9. The Lease contains additional rights, restrictions, terms and conditions not enumerated in this Notice of Lease. Reference should be made to the Lease directly with respect to these and other material terms and conditions. All capitalized terms used but not defined herein should be ascribed their 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.


IN WITNESS WHEREOF, the parties hereto have hereunto set or caused to be set their hands this 23rd day of September, 2017.

LANDLORD:

Witness:

CITY OF EAST CHICAGO, DEPARTMENT OF REDEVELOPMENT


Name: GLORIA HINOJOSA

By: 
Name: FRANK RIVERA
Title: EXECUTIVE DIRECTOR

IN WITNESS WHEREOF, the parties hereto have hereunto set or caused to be set their hands this 23rd day of September, 2017.

LANDLORD:

Witness:

CITY OF EAST CHICAGO, DEPARTMENT OF REDEVELOPMENT

Name:

By:

Name:

Document is NOT OFFICIAL!

TENANT:

This Document is the property of the Lake County Recorder,

HOOK SUPPLY, LLC,
a Delaware limited liability company

Witness:

Kelley A. Burns
Name:

By:

Syed A. Husain
Name: Syed A. Husain
Title: Vice President

STOP

CVS LEGAL APPROVAL



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

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

Parcel 45-03-22-195-044.000-054

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 Amelia Lee

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 23rd day of September, 2017.

LANDLORD:

Witness:

CITY OF EAST CHICAGO, DEPARTMENT OF REDEVELOPMENT

Name:

By:

Name:

Title:

Document is NOT OFFICIAL!

TENANT:

Witness:

This Document is the property of HOOK SUPPERX, L.L.C., a Delaware limited liability company
the Lake County Recorder!

Name:

By:

Name: Syed A. Husain

Title: Vice President

STOP

CVS LEGAL APPROVAL

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



By:

Amy L. Fracassini
Amy L. Fracassini, Managing Director

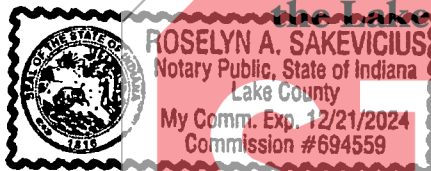
STATE OF INDIANA)
) SS.
COUNTY OF)

The undersigned Roselyn A. Sakevicius, a Notary Public in and for the County and State aforesaid, does hereby certify that Frank Rivera, the Executive Director of **THE DEPARTMENT OF REDEVELOPMENT FOR THE CITY OF EAST CHICAGO**, 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 **THE DEPARTMENT OF REDEVELOPMENT FOR THE CITY OF EAST CHICAGO**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of September, 2017.

Document is NOT OFFICIAL!

(Notarial Seal)
This Document is the property of the Lake County Recorder!



Notary Public: Roselyn A. Sakevicius
Printed Name: Roselyn A. Sakevicius
My Commission Expires: 12/21/2024

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.

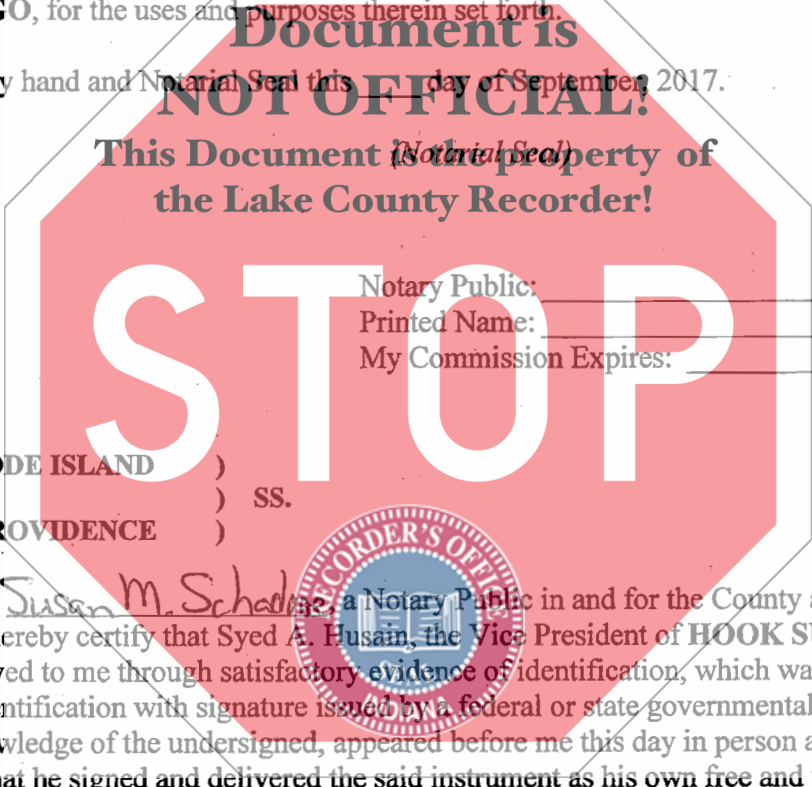
(Notarial Seal)

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 THE DEPARTMENT OF REDEVELOPMENT FOR THE CITY OF EAST CHICAGO, 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 THE DEPARTMENT OF REDEVELOPMENT FOR THE CITY OF EAST CHICAGO, 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

Lot 1, Main & Broadway Commercial Addition Westphase Addition to Indiana Harbor, as per plat thereof, recorded in Plat Book 108, Page 23, in the Office of the Recorder of Lake County, Indiana.

Property Address: 2100 Broadway, Suites 1, 2 and 3, East Chicago, IN 46312.

