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**2019-082047**

2019 Nov 27 10:51 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

**AMENDMENT TO AMENDED AND RESTATED MEMORANDUM OF LEASE**

THIS AMENDMENT TO AMENDED AND RESTATED MEMORANDUM OF LEASE (this "Amendment") is entered into as of November 15, 2019, by and between LIMANI REALTY, LLC, a New York limited liability company ("Landlord"), as successor-in-interest to WEC 2000B-CSF-7 LLC, a Delaware limited liability company ("WEC"), and HOOK-SUPERX, L.L.C., a Delaware limited liability company, successor-in-interest to HOOK-SUPERX, INC., a Delaware corporation ("Tenant").

WHEREAS, WEC and Tenant have previously entered into a Memorandum of Amended and Restated Lease (the "Memorandum of Lease") dated as of April 10, 2001, recorded May 25, 2001, as Instrument Number 2001 040266 with the Lake County Recorder in Lake County, Indiana with respect to that certain Amended and Restated Lease between WEC and Tenant dated as of April 10, 2001 (as the same has previously been assigned, the "Lease") with respect to certain real property set forth on Exhibit A attached hereto and incorporated for all purposes herein;

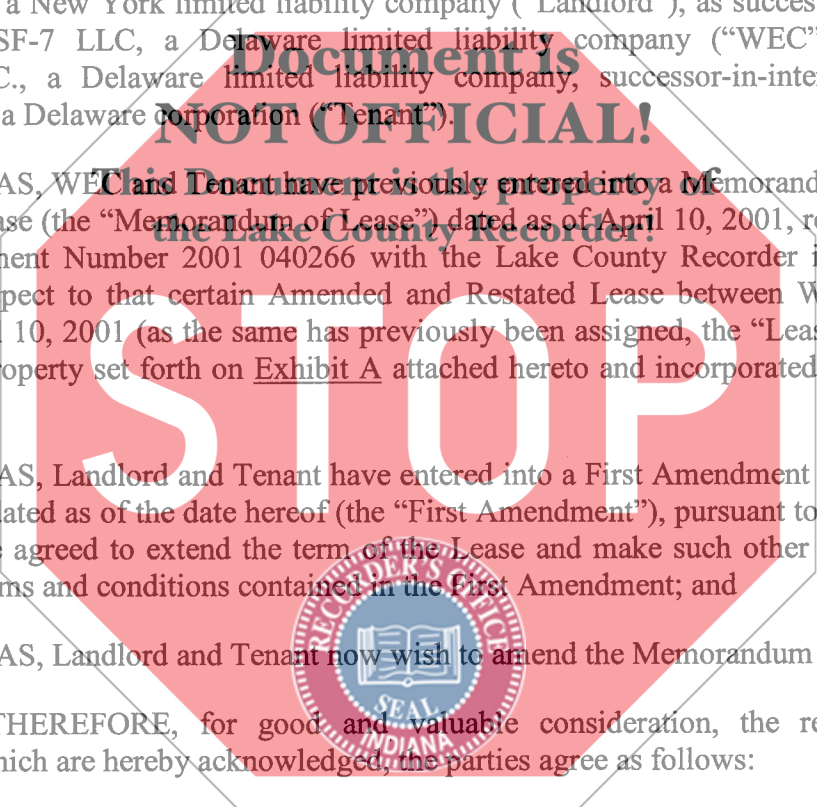
WHEREAS, Landlord and Tenant have entered into a First Amendment to Amended and Restated Lease dated as of the date hereof (the "First Amendment"), pursuant to which Landlord and Tenant have agreed to extend the term of the Lease and make such other changes, on and subject to the terms and conditions contained in the First Amendment; and

WHEREAS, Landlord and Tenant now wish to amend the Memorandum of Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All references to "WEC 2000B-CSF-7 LLC, a Delaware limited liability company" as being the Landlord under the Memorandum of Lease are hereby modified and amended to show "LIMANI REALTY, LLC, a New York limited liability company".
2. The provisions set forth in the paragraph titled "Date of Expiration of Term" are hereby deleted and modified in its entirety to read as follows:

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12412 RM



“November 30, 2039 unless the Term shall be earlier terminated or extended as set forth in the Lease as amended by the First Amendment.”

3. The provisions set forth in the paragraph titled “Renewal Options” are hereby deleted and modified in its entirety to read as follows:

“Tenant has options for up to five (5) Extension Periods of five (5) years each, as provided in the Lease.”

4. Tenant has the following exclusive which has been added to the Lease as a new Section 48:

If Landlord or any of its affiliates holds or acquires a controlling interest in any real estate immediately adjacent to the Premises or at the same intersection as the Premises, in the event that the Premises is located at an intersection (the “Restricted Land”), then, provided that Tenant is not in default of any of its monetary obligations contained in this Lease beyond all applicable notice and cure periods, and provided that Tenant is conducting business in the Premises as a retail pharmacy, Tenant shall have the options described below if, after the Effective Date of the First Amendment to this Lease, Landlord or any of its affiliates enters into a new lease, amends an existing lease or, except in circumstances where Landlord is required to deliver its consent or may not unreasonably withhold such consent, provides consent under an existing lease, permitting a “Conflicting Use” (as that term is defined below) on the Restricted Land. As used herein, “Conflicting Use” shall mean a health and beauty aids store, a store offering one hour or other on-site photo processing, including, without limitation, digital photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, the sale of alcoholic beverages, including without limitation beer, wine and distilled spirits, for off-premises consumption but only if the Premises is selling alcoholic beverages, beer, wine and/or distilled spirits, and/or a discount, 99 cents store or “dollar store” which sells general merchandise (a “Dollar Store”). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred’s, Dollar Store, Dollar General, or Family Dollar. In no event shall the definition of a Conflicting Use include a convenience store that is operated as part of a gas station (examples of which include, without limitation, 7-Eleven, WaWa, Circle K, Big Apple or Cumberland Farms), or a supermarket, provided a supermarket with a pharmacy shall not be permitted.

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.

(ii) the term "health and beauty aids store" shall mean a store which devotes more than ten percent (10%) of contiguous retail selling space to the display and sale of health and beauty aids.

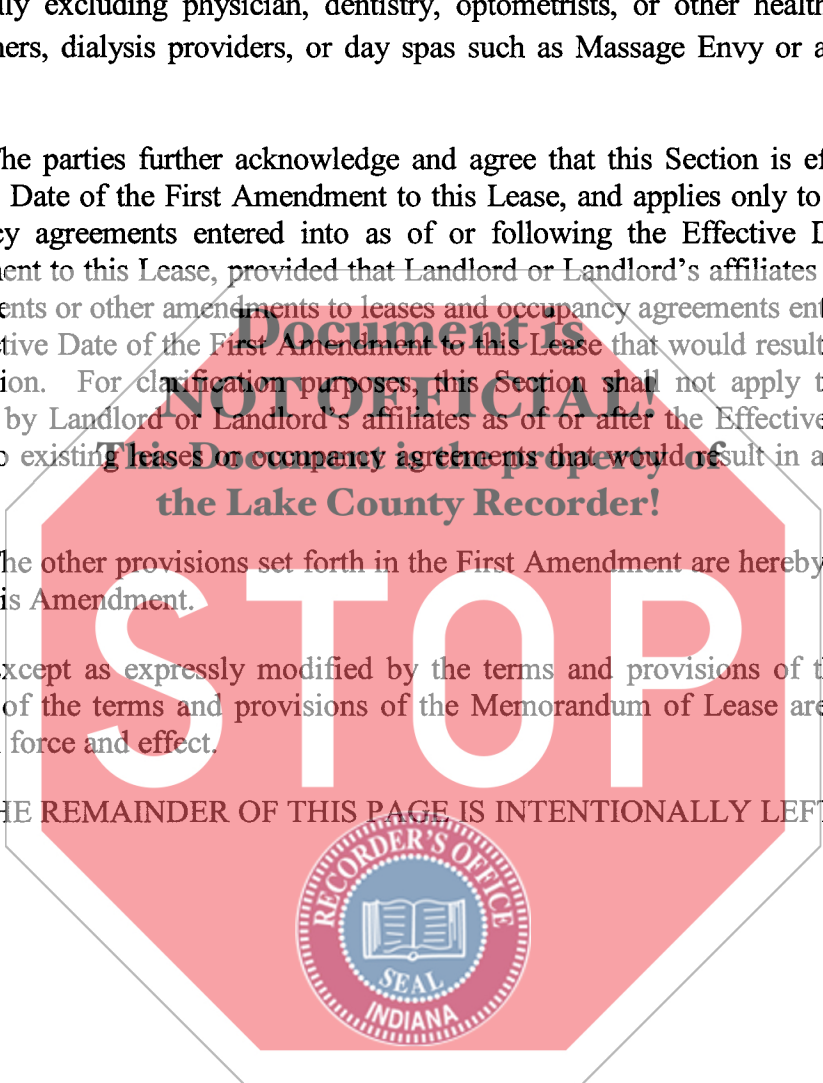
(iii) the term "retail health center" shall include such operations as Tenant's "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, optometrists, or other health care offices or practitioners, dialysis providers, or day spas such as Massage Envy or a similar day spa concept.

The parties further acknowledge and agree that this Section is effective as of the Effective Date of the First Amendment to this Lease, and applies only to those leases and occupancy agreements entered into as of or following the Effective Date of the First Amendment to this Lease, provided that Landlord or Landlord's affiliates shall not provide any consents or other amendments to leases and occupancy agreements entered into prior to the Effective Date of the First Amendment to this Lease that would result in a violation of this Section. For clarification purposes, this Section shall not apply to any properties acquired by Landlord or Landlord's affiliates as of or after the Effective Date which are subject to existing leases or occupancy agreements that would result in a violation of this Section.

5. The other provisions set forth in the First Amendment are hereby incorporated by reference into this Amendment.

6. Except as expressly modified by the terms and provisions of this Amendment, each and every of the terms and provisions of the Memorandum of Lease are unchanged and continued in full force and effect.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed as of the day and year first above written.

LANDLORD:

LIMANI REALTY, LLC,  
a New York limited liability company

By: [Signature]  
Name: Ilias Theodoropoulos  
Title: Manager

STATE OF New York,  
COUNTY OF Queens ) ss:

On the 13<sup>th</sup> day of November in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Ilias Theodoropoulos, as the Manager of LIMANI REALTY, LLC, a New York limited liability company, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

**STOP**

[Signature]  
Notary Public  
My Commission expires:


JOSEPH AZOULAY  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01AZ6061827  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES JULY 23, 2021

RECORDER'S OFFICE  
SEAL  
INDIANA

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed as of the day and year first above written.

TENANT:

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

By:   
Name: Robert T. Marcello  
Title: Senior Vice President

CVS Legal Approval:

Andrew A. Dean, Esq.,  
Cooper Cargill Chant, P.A.

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

I, Susan M. Schadone, a notary public in and for said county in said state, hereby certify that Robert Marcello, whose name as the Senior Vice President of HOOK-SUPERX, L.L.C., a Delaware limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 13<sup>th</sup> day of November, 2019.



Susan M. Schadone  
Notary Public

[Notary Seal]

My commission expires: \_\_\_\_\_

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

**Exhibit A**

**LEGAL DESCRIPTION OF PREMISES**

Lot 1, CVS Addition to the City of Hammond, being a resubdivision of Lots 10-15 and 25-30 and the alley between them in Block 2, Park Ridge Addition, as shown in Plat Book 89, page 59, in Lake County, Indiana, formerly being described as follows:

Parcel 1: Lot 10 (except the North 7 feet of said Lot 10) and all of Lots 11, 12 and 13, and the West Half of the alley lying East of and adjoining said Lots and also the West Half of the alley lying East of and adjoining the North 7 feet of Lot 10, Block 2 in Park Ridge, to the City of Hammond, as per plat thereof, recorded in Plat Book 13, page 35, in the Office of the recorder of Lake County, Indiana.

Parcel 2: Lots 14 and 15, and the West Half of the alley lying East of and adjoining said Lots, Block 2 in Park Ridge Addition, to the City of Hammond, as shown in Plat Book 13, page 35, in Lake County, Indiana, EXCEPTING THEREFROM the following described parcel of land: A part of Lot 15 in Block 2 in Park Ridge, an addition to the City of Hammond as recorded in Plat Book 13, Page 35, in the Office of the Recorder of Lake County, Indiana described as follows: Beginning at the Southwest corner of said Lot 15; thence North 0 degrees 00 minutes 00 seconds East 21.32 feet along the West line of said Lot; thence South 55 degrees 37 minutes 22 seconds East 36.57 feet to the South line of said Lot; thence South 88 degrees 43 minutes 00 seconds West 30.19 feet along said South line to the point of beginning, also a part of said Lot 15 described as follows: Beginning at the Southeast corner of said Lot 15; thence South 88 degrees 43 minutes 00 seconds West 65.81 feet along the South line of said Lot; thence North 84 degrees 57 minutes 59 seconds East 66.05 feet to the East line of said Lot; thence South 0 degrees 00 minutes 00 seconds West 4.32 feet along said East line to the point of beginning. AND ALSO EXCEPTING that part of the West Half of the alley adjacent to said excepted portion of Lot 15.

Parcel 3: Lot 25, and the East Half of the alley lying West of and adjoining said Lot 25, in Block 2 in Park Ridge Addition to Hammond, as per plat thereof, recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana.

Parcel 4: Lot 26, and the East Half of the alley lying West of and adjoining said Lot 26, in Block 2 in Park Ridge Addition to Hammond, as per plat thereof, recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: Lot 27, and the East Half of the alley lying West of and adjoining said Lot 27, Block 2, in Park Ridge Addition to Hammond, as per plat thereof, recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana.

Parcel 6: Lot 28, and the East Half of the alley lying West of and adjoining said Lot 28, in Block 2 in Park Ridge Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana.

Parcel 7: Lot 29, and the East Half of the alley lying West of and adjoining said Lot 29, in Block 2 in Park Ridge Addition to Hammond, as per plat thereof, recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana.

Parcel 8: Lot 30, and the East Half of the alley lying West of and adjoining said Lot 30, in Block 2 in Park Ridge Addition, in the City of Hammond, as per plat thereof recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM the following: A part of Lot 30 in Block 2 in Park Ridge, an Addition to the City of Hammond as recorded in Plat Book 13 page 35, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southwest corner of said Lot; thence North 0 degrees 00 minutes 00 seconds East 6.32 feet along the West line of said Lot; thence North 88 degrees 43 minutes 00 seconds East 109.05 feet; thence North 46 degrees 04 minutes 20 seconds East 22.14 feet to the East line of said Lot; thence South 0 degrees 00 minutes 00 seconds West 21.32 feet along said East line to the Southeast corner of said Lot; thence South 88 degrees 43 minutes 00 seconds West 125.00 feet along the South line of said Lot to the point of beginning AND ALSO EXCEPTING THEREFROM that part of the East Half of the alley lying West of and adjoining the above mentioned exception to Lot 30.

Said Parcels 1 thru 8, both inclusive, shown above are contained in the following perimeter description:

A part of the Southwest Quarter of Section 6, Township 36 North, Range 9 West, North Township, Lake County, Indiana, and also being all of Lots 11 through 14, both inclusive, and Lots 25 through 29, both inclusive, portions of Lot 10, Lot 15 and Lot 30 and the Twenty (20) foot wide North-South alley lying between the aforementioned Lots, all in Block 2, Park Ridge Addition, an addition to the City of Hammond, Indiana, the plat of which is recorded in Plat Book 13, page 35, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the Southwestern corner of Lot 15, Block 2 in Park Ridge Addition, an addition to the City of Hammond, Indiana the plat of which is recorded in Plat Book 13, page 35, in the Office of the Recorder of Lake County, Indiana; thence North 01 degree 05 minutes 50 seconds East (assumed bearing) 21.32 feet along the Western line of said Lot 15 to the Northwestern corner of a 322 square foot tract ("322 Tract") granted to the City of Hammond, Indiana, recorded as Document Number 645266 in said Recorder's Office and being the Point of Beginning of this description; thence continue North 01 degree 05 minutes 50 seconds East 208.08 feet along the Western lines of said Lots 15 through 10, inclusive, to a point lying 7.00 feet (measured Southerly in a perpendicular direction) from the Northern line of said Lot 10; thence South 89 degrees 59 minutes 16 seconds East 125.48 feet parallel with the Northern line of said Lot 10 to the Eastern line thereof, being the Western line of a Twenty (20) foot wide North-South alley; thence North 01 degree 02 minutes 03 seconds East 7.00 feet along the Western line of said alley and the Eastern line of said Lot 10 to the Northeastern line thereof; thence South 89 degrees 59 minutes 16 seconds East 20.00 feet to the Northwestern corner of Lot 25 in said addition; thence continue South 89 degrees 59 minutes 16 seconds East 125.48 feet (125 feet - Plat) along the Northern line of said Lot 25 to the Northeastern corner thereof; thence South 00 degrees 58 minutes 16 seconds West 215.02 feet along the Eastern lines of said

Exhibit A

Lots 25 through 30, inclusive, to the Northeastern corner of a 910 square foot tract ("910 Tract") granted to the City of Hammond, Indiana, recorded as Document Number 603293 in said Recorder's Office, said Northeastern corner lying North 00 degrees 58 minutes 16 seconds East 21.32 feet from the Southeastern corner of said Lot 30; thence South 47 degrees 02 minutes 36 seconds West 22.01 feet (22.14 feet - deed) along a Northern line of said 910 Tract to a point lying 6.32 feet (measured Northerly in a perpendicular direction) from the Southern line of said Lot 30; thence North 90 degrees 00 minutes 00 seconds West 109.88 feet along a Northern line of said 910 Tract to the Western line of said Lot 30, being the Eastern line of said Twenty (20) foot wide North-South alley; thence South 84 degrees 18 minutes 02 seconds West 20.14 feet to the Northeastern corner of a 464 square foot tract ("464 Tract") as recorded in said Document Number 645266; thence South 86 degrees 14 minutes 58 seconds West 66.03 feet (66.05 feet - deed) along the Northern line of said 464 Tract to the Western corner thereof and the Southern line of said Lot 15; thence North 90 degrees 00 minutes 00 seconds West 29.74 feet along the Southern line of said Lot 15 to the Eastern corner of said 322 Tract; thence North 54 degrees 24 minutes 25 seconds West 36.62 feet (36.57 feet - deed) along the Northern line of said 322 Tract to the Point of Beginning.



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number from this document, unless required by law. This instrument is prepared by and when recorded, return to:

Maurides Foley Tabangay Turner & Agustin LLC  
33 North LaSalle Street, Suite 1910  
Chicago, IL 60602  
Attention: Adrian Tabangay

Exhibit A