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1621618095

Doc#: 1621618095 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/03/2016 01:33 PM Pg: 1 of 7

Property of Cook County Clerk's Office

Amendment to Memorandum of Lease

ORNTIC File Number: 1565354 1of1  
Old Republic National Title  
20 S Clark, Suite 2000  
Chicago, IL 60603  
312-641-7799

PH

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## Amendment to Memorandum of Lease

This Amendment to Memorandum of Lease is made and entered into as of July 28<sup>th</sup>, 2016, by and between (i) Hawthorne Works Center, Ltd., a Florida limited partnership, successor to Hawthorne Partners which in turn was successor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 16, 1986, and known as Trust No. 67625 hereafter referred to as "Lessor" and (ii) Thorntons Inc., a Delaware Corporation, (formerly known as Thornton Oil Corporation) hereafter referred to as "Lessee," 10101 Linn Station Road, Louisville, Kentucky 40223.

### WITNESSETH:

The parties hereto are the parties to a "Lease" dated November 17, 1987 as evidenced by a Memorandum of Lease dated June 7, 1988 and recorded on July 5, 1988 as document 88293829 in the office of the Recorder of Cook County, Illinois, and an Amendment to Ground Lease dated January 31, 1988, and a Second Amendment to Lease dated November 3, 2015 (the "Second Amendment"). The "Lease" as it may from time to time be amended, is hereafter referred to as the "Agreement." 1505354 10/1/16

NOW, for and in consideration of the sum of One Dollar (\$1.00) and the mutual agreements contained herein and in the Agreement and in further consideration of the payment of rentals, the adequacy of which are all hereby acknowledged, and in order to perfect of record the leasehold interests and additional rights of Lessor and Lessee in and to the real property described in Exhibit A hereto, Lessor and Lessee are agreed, and intending to be bound do hereby agree as follows:

1. Agreement. Lessor has leased to Lessee and Lessee has leased from Lessor, the real property which has been increased in area by the Second Amendment, in Cook County, Illinois, described in Exhibit A attached hereto, together with all easements, rights, licenses and appurtenances used in connection therewith or belonging thereto (the "Premises").
2. Revised Term and Options to Extend. The Term of the Agreement is extended for a period of twenty (20) years from July 1, 2016 to June 30, 2036. The Agreement provides Lessee shall have the right to extend the term of the Agreement for four (4) additional successive periods of five (5) years each. Each such option to extend

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will occur automatically unless Lessee shall give notice to Lessor at least three hundred sixty (360) days prior to the expiration of the extension period then in effect of its intention to not extend the Agreement.


3. Improvements. The Agreement grants Lessee the right to demolish all existing structures and other improvements on the Premises provided Lessee constructs new improvements thereon. Lessee is obligated to rebuild, repair, replace and reconstruct such new improvements in and on the Premises during the term of the Agreement. Title to improvements on the Premises including additions, alterations, restorations, repairs or replacement thereto, shall remain in Lessee during the term of the Agreement, subject to the terms and conditions thereof.

4. This Memorandum. The execution, delivery and recording of this Amendment to Memorandum of Lease is not intended to and shall not change, modify, amend or enlarge the Agreement other than as provided for in the Second Amendment referred to herein, but are intended to provide notice of the leasehold interest in the Premises of Lessor and Lessee respectively.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year above set forth.

LESSOR: Hawthorne Works Center, Ltd., a Florida limited partnership

By: Hawthorne Works GP, LLC, a Florida limited liability company, its general partner



By: Gary M. (over)  
Title: VP



LESSEE: Thorntons Inc., a Delaware corporation

By: David A. Bridgers  
Sr. VP/Development Counsel



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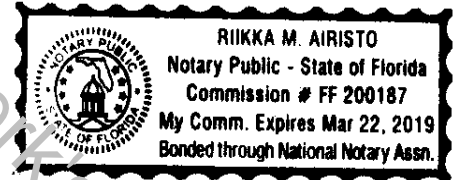
STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH)

Before me, a notary public in and for said county and state, personally appeared, (Name) Greg Moross, (Title) VP of Hawthorne Works GP, LLC, a Florida limited liability company, the general partner of Hawthorne Works Center, Ltd, a Florida limited partnership, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the limited liability company on behalf of the limited partnership and that the same is the free act and deed of the limited liability company on behalf of the limited partnership for the uses and purposes set forth herein.

Witness my hand and seal this 21 day of July, 2016.

Riikka M. Airisto  
My commission expires: 3/22/19  
Notary Public

Seal



COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

Before me, a notary public in and for said county and state, personally appeared David A. Bridgers, Senior Vice President/Development Counsel of Thorntons Inc., to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the corporation and that the same is the free act and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Notary Public

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will occur automatically unless Lessee shall give notice to Lessor at least three hundred sixty (360) days prior to the expiration of the extension period then in effect of its intention to not extend the Agreement.

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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year above set forth.

LESSOR: Hawthorne Works Center, Ltd., a Florida limited partnership

By: Hawthorne Works GP, LLC, a Florida limited liability company, its general partner



By: Gregory Moss  
Title: VP



LESSEE: Thorntons Inc., a Delaware corporation



By: David A. Bridgers  
Sr. VP/Development Counsel



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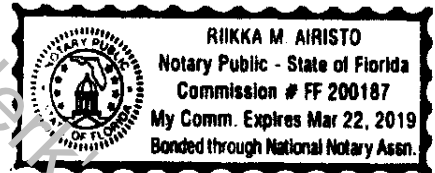
STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH)

Before me, a notary public in and for said county and state, personally appeared, (Name) Greg Moross, (Title) VP of Hawthorne Works GP, LLC, a Florida limited liability company, the general partner of Hawthorne Works Center, Ltd, a Florida limited partnership, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the limited liability company on behalf of the limited partnership and that the same is the free act and deed of the limited liability company on behalf of the limited partnership for the uses and purposes set forth herein.

Witness my hand and seal this 21 day of July, 2016.

Riikka M. Airisto  
My commission expires: 3/22/19  
Notary Public

Seal



COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

Before me, a notary public in and for said county and state, personally appeared David A. Bridgers, Senior Vice President/Development Counsel of Thorntons Inc., to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the corporation and that the same is the free act and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this 26 day of July, 2016.

My commission expires: 5/15/2017  
Michelle R. Reed  
Notary Public

Michelle R. Reed  
Notary Public, State at Large, KY  
My commission expires 5/15/2017

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This Instrument Prepared by  
and return recorded document to:

David A. Bridgers  
Attorney at Law  
10101 Linn Station Road  
Louisville, KY 40223  
(502) 425-8022

## EXHIBIT A

Parcel 1: That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described; thence continuing South 0 degrees 02 minutes 01 seconds East, along said East line, a distance of 200.00 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 175.00 feet; thence North 0 degrees 02 minutes 01 seconds West 200.00 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the herein described point of beginning, in Cook County, Illinois.

Now Known as: Lot 10, Parcel 3 in Hawthorne Works Shopping Center Subdivision, being a Subdivision of part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded April 22, 2010 as document no. 101121811, in Cook County, Illinois.

Parcel 2: Lot 9, Parcel 2 in Hawthorne Works Shopping Center Subdivision, being a Subdivision of part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded April 22, 2010 as document no. 101121811, in Cook County, Illinois