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Lansing

AFTER RECORDING, RETURN TO:  
Donohoe, Jameson & Carroll, P.C.  
Attn: M. Suzanne Beghtel  
3400 Renaissance Tower  
1201 Elm Street  
Dallas, TX 75270-2120

DEPT-01 RECORDING \$35.00  
T#0008 TRAN 7651 11/16/95 11:42:00  
#6681 JB \*-95-794834  
COOK COUNTY RECORDER

## FIRST AMENDMENT TO OPTION AND PUT AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND PUT AGREEMENT (this "Amendment"), dated effective as of September 15, 1995, is entered by and between ARIZONA FUNDING CORPORATION, a Delaware corporation ("Owner"), and PETSMART, INC., a Delaware corporation ("Company").

### BACKGROUND

Owner and Company have entered into that certain Option and Put Agreement dated as of February 23, 1995, which is filed of record in the office of the Cook County Recorder of Cook County, Illinois, under instrument number 95336472 (as modified, amended, supplemented, extended or restated from time to time, the "Option Agreement"; the terms defined in the Option Agreement and not otherwise defined herein shall be used herein as defined in the Option Agreement).

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, Owner and Company covenant and agree as follows:

1. AMENDMENTS TO OPTION AGREEMENT. Upon the satisfaction of the conditions of effectiveness set forth in Section 3 of this Amendment the following provisions of the Option Agreement shall be amended as set forth below:

(a) The first two paragraphs following "Witnesseth:" are hereby amended to read in their entirety as follows:

WHEREAS, pursuant to an Agency Agreement dated as of June 17, 1994, as amended and restated by that certain First Amended and Restated Agency Agreement between Owner and Company, dated September 15, 1995 (as modified, amended, supplemented, extended or restated from time to time, the "Agency Agreement"), Owner shall purchase parcels of real property (the "Leased Properties") which are located by Company, and Company shall thereafter construct certain improvements thereon;

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WHEREAS, pursuant to a Lease dated as of June 17, 1994, as amended and restated by that certain First Amended and Restated Lease between Owner and Company, dated September 15, 1995 (as modified, amended, supplemented, extended or restated from time to time, the "Lease"), the Leased Properties will be leased by Company from Owner;

(b) The definition of Expiration Date set forth in Section 1.1 is hereby amended to read in its entirety as follows:

Expiration Date: July 6, 1997.

2. REPRESENTATIONS AND WARRANTIES TRUE; NO EVENT OF DEFAULT. By its execution and delivery hereof, Company represents and warrants that, as of the date hereof and after giving effect to the amendment contemplated by the foregoing Section 1:

(a) Company has full power and authority to execute and deliver this Amendment, and this Amendment and the Option Agreement, as amended hereby, constitute the legal, valid and binding obligations of Company, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable debtor relief law and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and except as rights to indemnity may be limited by federal or state securities laws; and

(b) no authorization, approval, consent, or other action by, notice to, or filing with, any governmental authority or other person, is required for the execution, delivery or performance by Owner of this Amendment.

3. REFERENCE TO THE OPTION AGREEMENT.

(a) Upon the effectiveness of this Amendment, each reference in the Option Agreement to "this Agreement", "hereunder", or words of like import shall mean and be a reference to the Option Agreement, as affected and amended by this Amendment.

(b) The Option Agreement, as amended by this Amendment, shall remain in full force and effect and is hereby ratified and confirmed.

4. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

5. GOVERNING LAW; BINDING EFFECT. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be binding upon Owner and Company and their respective successors and assigns.

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6. **HEADINGS.** Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. **ENTIRE AGREEMENT.** THE OPTION AGREEMENT, AS AMENDED BY THIS AMENDMENT, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

WITNESS:

*Laurie A. Sullivan*

**Laurie A. Sullivan**  
**Assistant Secretary**

[SEAL]

OWNER:

ARIZONA FUNDING CORPORATION, a  
Delaware corporation

By:

*Jeffrey R. Gray*  
Jeffrey R. Gray  
Vice President

COMPANY:

PETSMART, INC., a Delaware corporation

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

[SEAL]

By:

C. Donald Dorsey  
Executive Vice President

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

OWNER:

WITNESS:

ARIZONA FUNDING CORPORATION, a  
Delaware corporation

\_\_\_\_\_

\_\_\_\_\_

[SEAL]

By: \_\_\_\_\_

Jeffrey R. Gray  
Vice President

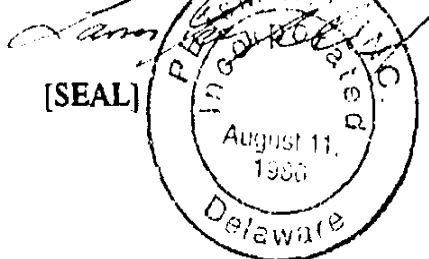
COMPANY:

WITNESS:

PETSMART, INC., a Delaware corporation

*Kenneth A. ...*  
\_\_\_\_\_

*LP (owner)*  
\_\_\_\_\_



[SEAL]

By: *C. Donald Dorsey*  
\_\_\_\_\_

C. Donald Dorsey  
Executive Vice President

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STATE OF ARIZONA

§

COUNTY OF MARICOPA

§

§

The undersigned SUE E. WOOD, a Notary Public in and for said county and state, do hereby certify that C. Donald Dorsey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

(S E A L)

Sue E. Wood  
Notary Public, State of ~~Texas~~ ARIZONA

Notary's name (printed):

SUE E. WOOD

Notary's commission expires: MY COMMISSION EXPIRES AUG. 2, 1997

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

§

The undersigned \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that Jeffrey R. Gray, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public, State of Texas

Notary's name (printed):

\_\_\_\_\_  
Notary's commission expires:

36498.01  
100-407

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STATE OF \_\_\_\_\_ §

§  
§  
§

COUNTY OF \_\_\_\_\_

The undersigned \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that C. Donald Dorsey, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public, State of Texas

Notary's name (printed):  
\_\_\_\_\_

Notary's commission expires:  
\_\_\_\_\_

STATE OF Massachusetts §

§  
§  
§

COUNTY OF Suffolk

The undersigned Karen A. Spivey, a Notary Public in and for said county and state, do hereby certify that Jeffrey R. Gray, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

(S E A L)

\_\_\_\_\_  
Notary Public, State of ~~Texas~~ \_\_\_\_\_

Notary's name (printed):  
\_\_\_\_\_

Notary's commission expires:  
My Commission Expires March 22, 1998

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EXHIBIT "A"

## LEGAL DESCRIPTION

LOT 2 IN THE KINGERY TORRENCE SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 30-30-305-012

COMMONLY KNOWN AS: VACANT LOT LOCATED ON THE  
EAST SIDE OF ARCADIA AVENUE  
LANSING, ILLINOIS

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Lansing, Cook County, Illinois

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