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Doc# 1726319123 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/20/2017 04:20 PM PG: 1 OF 7

Property of Cook County Clerk's Office

COOK COUNTY RECORDER

COVER PAGE FOR

POWER OF ATTORNEY

ON PROPERTY LOCATED AT

13046 SOUTH BRANDON AVENUE  
CHICAGO, IL 60633

PIN:

26-31-202-063-0000

26-31-202-041-0000

26-31-202-042-0000

17BAR241714

PLEASE RETURN TO:  
BARRISTER TITLE  
15000 SO. CICERO AVE.  
OAK FOREST, IL 60452

DATE:

SEPTEMBER 7, 2017

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## POWER OF ATTORNEY FOR PROPERTY

1. I, **MARIA C. AYALA** hereby revoke all prior powers of attorney for property executed by me and appoint: as my attorney-in-fact (my "agent") **JOHN D. POULOS**, to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below: **(a) REAL ESTATE TRANSACTIONS ONLY FOR THE PROPERTIES LOCATED AT:**

- **13046 SOUTH BRANDON AVE; CHICAGO, IL. 60633 (COUNTY OF COOK) PIN #26-21-202-063-0000; #26-31-202-041-0000 and #26-31-202-042-0000.**

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars: **N/A**

3. In addition to the powers granted above, I grant my agent the following powers: **N/A**

4. My agent **JOHN D. POULOS**, shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

6. ( ) This power of attorney shall become effective on: **SEPTEMBER 7, 2017 at 0900hrs.** *MCA*

7. ( ) This power of attorney shall terminate on: **SEPTEMBER 18, 2017 at 2359hrs.** *MCA*

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent: **JASON WALTER PAPPAS, Esq.**

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

11. The Notice to Agent is incorporated by reference and included as part of this form.

The undersigned witness certifies that **MARIA C. AYALA**, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider;

*MCA*  
M.C.A.

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As agent you must:

- (1) do what you know the principal reasonably expects you to do with the principal's property;
- (2) act in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- (4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest. As agent you must not do any of the following:
  - (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
  - (2) do any act beyond the authority granted in this power of attorney;
  - (3) commingle the principal's funds with your funds;
  - (4) borrow funds or other property from the principal, unless otherwise authorized;
  - (5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as ATTORNEY-IN-FACT" in the following manner:



**MARIA C. AYALA by JOHN D. POULOS as ATTORNEY IN FACT**

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the power of attorney for property document.

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney."

(f) The requirement of the signature of a witness in addition to the principal and the notary, imposed by Public Act 91-790, applies only to instruments executed on or after June 9, 2000 (the effective date of that Public Act)

  
M.C.A. 

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40. On July 22, 2016, Chipotle filed a quarterly report on Form 10-Q with the SEC, announcing the Company's financial and operating results for the quarter ended June 30, 2016 (the "Q2 2016 10-Q"). For the quarter, Chipotle reported net income of \$25.60 million, or \$0.87 per diluted share, on revenue of \$998.38 million, compared to net income of \$140.20 million, or \$4.45 per diluted share, on revenue of \$1.19 billion for the same period in the prior year.
41. The Q2 2016 10-Q contained signed certifications pursuant to SOX by the Individual Defendants, stating that the financial information contained in the Q2 2016 10-Q was accurate and disclosed any material changes to the Company's internal control over financial reporting.
42. On October 26, 2016, Chipotle filed a quarterly report on Form 10-Q with the SEC, announcing the Company's financial and operating results for the quarter ended September 30, 2016 (the "Q3 2016 10-Q"). For the quarter, Chipotle reported net income of \$7.80 million, or \$0.27 per diluted share, on revenue of \$1.03 billion, compared to net income of \$144.88 million, or \$4.59 per diluted share, on revenue of \$1.27 billion for the same period in the prior year.
43. The Q3 2016 10-Q contained signed certifications pursuant to SOX by the Individual Defendants, stating that the financial information contained in the Q3 2016 10-Q was accurate and disclosed any material changes to the Company's internal control over financial reporting.
44. On February 7, 2017, Chipotle filed an annual report on Form 10-K with the SEC, announcing the Company's financial and operating results for the quarter and fiscal year ended December 31, 2016 (the "2016 10-K"). For the quarter, Chipotle reported net income of \$15.98 million, or \$0.55 per diluted share, on revenue of \$1.03 billion, compared to net income of

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- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- (4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest. As agent you must not do any of the following:
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  - (2) do any act beyond the authority granted in this power of attorney;
  - (3) commingle the principal's funds with your funds;
  - (4) borrow funds or other property from the principal, unless otherwise authorized;
  - (5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

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If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

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(f) The requirement of the signature of a witness in addition to the principal and the notary, imposed by Public Act 91-790, applies only to instruments executed on or after June 9, 2000 (the effective date of that Public Act)

  
M.C.A.

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(b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Witness: [Signature]

Date: 07 SEP 2017

Witness: [Signature]

Date: 07 SEPT 2017

State of Illinois )

SS. )

County of Cook )

The undersigned, a notary public in and for the above county and state, certifies that **MARIA C. AYALA**, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witness Diana Velazquez and Gelfeth Clark in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (, and certified to the correctness of the signature(s) of the agent(s)).

Dated: Sept 7, 2017

[Signature]

Notary Public Seal:

Notary Signature

My commission expires: May 8, 2018



### "NOTICE TO AGENT"

When you accept the authority granted under this power of attorney a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

[Signature]  
M.C.A.

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 20 (EXCEPT THE SOUTH 20 FEET THEREOF) AND ALL OF LOT 19 IN BLOCK 1 IN CAR SHOPS' SUBDIVISION OF HEGEWISCH OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 17 & 18 IN CAR SHOPS SUBDIVISION OF HEGEWISCH BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 3/4 THEREOF, LYING EAST OF THE EAST LINE OF HEGEWISCH AVENUE) IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

Common Address: 13046 S Brandon Ave Chicago, IL 60633  
PIN# 26-31-202-063-0000, 26-31-202-042-0000 & 26-31-202-041-0000

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