LEASE SUPPLEMENT NO.

This LEASE SUPPLEMENT NO. ___, dated December ____, 1987, is made by and between WILMINGTON TRUST COMPANY, a Delaware banking corporation, and WILLIAM J. WADE not in their respective individual capacities, but solely as owner trustees under a Trust Agreement dated as of September 15, 1987, collectively as lessor (the Lessor), and EMRO MARKETING COMPANY, a Delaware corporation, as lessee (the Lessoe).

WITNESSETH:

MUDREAS, the Lessor and the Lessee have heretofore entered into the Lease Agreement dated as of September 15, 1987 (hereinafter the Lease; union otherwise defined herein, the terms defined therein being used herein with the same meaning) and to which this Lease Supplement is a supplement;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement for the purposes and otherwise as set forth in Section 2 thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements confirmed in the Lasse and other good and valuable consideration, receipt of which is hereby acknowledged, the Lessor and the Lessee hereby agree as follows:

- (1) The Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor tie Leased Station described in the Description of Leased Station attached hereto on Schedule 1, and the Lessor does hereby sublet to the Lessor, and the Lessee does hereby sublet from the Lessor, the Lessor's leasehold interest in the Land as described on Schedule 3 hereto. All property described in the Description of Excluded Assets attached hereto as Schedule 2 is expressly excluded from the terms of the Lease and this Lease Supplement.
- (2) The Lessee hereby confirms to the Lessor that the Lessee has accepted the Leased Station for all purposes hereof and of the Lease.
- (3) The Lessee hereby confirms that the Leased Station conforms to specifications, is in good working order and repair and without defect in title, condition, design, operation or fitness for purpose, and is free and clear of all Liens except Liens permitted by Section 8 of the Lease; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right which the Lessee or the Lessor may have with respect to the Leased Station or any portion of it against any seller, contractor, subcontractor, manufacturer or installer thereof or others.

RETURN TO: Caren W. Mack Mudge, Rose, Guthrie, Alexander and Ferdon 180 Maiden Lane New York, New York 10038



- (4) The Lessee hereby confirms that (i) good and marketable title to the Leased Stations purchased by Lessor pursuant to the Purchase Documents has been conveyed on the date hereof, free and clear of all Liens, other than Permitted Liens and (ii) that good and valid leasehold interest to the Land relating to the Leased Stations pursuant to the Ground Lease has been granted to the Lessor on the date hereof, free and clear of all Liens, other than Permitted Encumbrances.
- (5) This Lease Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts. The single executed original of this Lease Supplement marked Original" shall be the "Original" and all other counterparts hereof small be duplicates and be marked "Duplicate". To the extent at th.
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 All the terms and
 porated by reference in this .
 if fully set forth herein. that this Lease Supplement constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other

All the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Lease Supplement to be duly executed.

wilmington Trust company, not in its individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987, as Lessor

	as Lessor
Witness Mm.R.	By Mrs Pare
Witness Williams Arm	Jra Name Thomas P. Lagharia Title: Vico Publishin
Naming Marie	Frina
OrCoop	WILLIAM J. WADE, not in his individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987, as Lessor
Witness Clana A Maria	C Blide
Name: Diana II. Municip	William J. Wade
witness World h. Soul	
	EMRO MARKETY AG COMPANY,
Witness	_ By
Name:	Name: Title:
Witness	_

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IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Lease Supplement to be duly executed.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987, as Lessor

Witness		Ву
72 011002	Name:	Name: Title:
Witness	Name	
	20x Coop	WILLIAM J. WADE, not in his individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987, as Lessor
Witness	C	
***	Name:	William J. Wade
Witness	Name:	C
		ENRO MARKETING COMPANY, as Lassee
Witness	Name: Augas. Maniers Name: Kur & Howe Name: Kurs & Rowe	By OR Buroker Name: G. E. Buroker Title: President
Witness	Name: Kuiju G. Nowe	*



SCHEDULE 1 to Lease Supplement

DESCRIPTION OF LEASED STATION

Address: Harlem Ave. & 79th St. Burbank, IL

	Quantity	I t e m
1.	1	Building 45' x 75' Masonry Construction
2.		Lusterlite Canopy, 101' x 241' with Lighting
3.	007	Tanks. Make: Xerxes; Type: Fiberglass Sizes: (7) 12,000
4.	12	Gilbarco Model MPD-1 Multiproduct Dispensers
5.	4	Gilbarco Model HillB Dispensers
6.	16	Furp Islands
7.	1	10' x 12' Trash Enclosure
8.	×	Concrete Faving
9.	×	Asphalt Paving
10.	×	Fence
11.	8	Rad Jacket Suhmerged Turbine Pumps
12.	8	Yard Lights and Poles
13.	1	66' Flag Pole
14.	1	ECO-Windy 1/2 H.P. Air Compressor
15.	×	ECO-Windy 1/2 H.P. Air Compressor Curbing and Drainage Structures
16.	×	Landscaping
17.	×	Set Custom Cabinets
18.	1	Snack Center Cabinet
19.	×	Gondolas & Store Shelving
20.	1	29' x 11'7" Volrath Walk-in Cooler with Shelving
21.	2	Gilbarco Model TCR-G Gasoline Console

Page 2 of 2

SCHEDULE 1 to Lease Supplement

DESCRIPTION OF LEASED STATION

Address:

Harlem Ave. & 79th St.

Burbank, IL

	Quantity	I t e m
22.	4	DTS Model 2100 Cash Register
23.	3	Bunn Coffee Maker
24.	V/X	Kelvinator 6' Cold Deli Case
25.	1 0	Fogel 2-Door Storage Refrigerator
26.	1	Fiynold Booth
27.	7	2 Tidri and 5 Armour Safes
28.	×	Lot Stora Room Shelving
29.	1	Manitowoc Ice Maker
30.	1	Kelvinator 3-Door Pinplay Freezer
31.	1	Kol-Pac Walk-in Storage renezer
32.	2	3-M Intercoms
33.	4	Pay Phones
34.	2	8' x 10' ID/Price Sign & Pole American Sign Canopy Signs
35.	2	American Sign Canopy Signs
36.	4	Benco Canopy Signs
37.	1	Omega Alarm System
38.	1	5' x 6' "Moving S" Sign
39.	2	5' x 8' Benco Lighted Reader Sign
40.	2	5' x 5' General Indicator Sign

Additional detail and specifications for the above appear in the complete set of "as built" plans and specifications maintained by the Lessee in accordance with Section 10(e) of the Lease.

Lossor's Cost -- 1 316,000.00

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SCHEDULE 2 to Lease Supplement

DESCRIPTION OF EXCLUDED ASSETS

The excluded assets shall consist of the following:

Description

Hot dog roller grill Bun warmer drawer Nacho merchandiser Nacho cheese warmer with pump and heated spout Chili warmer Popcorn popper Pretzel display Pizza display case Soup warmer kettle Microwave oven Slush machine (twin) Condiment unit Post mix disponser Paper cup disconsers Foam cup dispensers Ice cube dispensor Triple jet spray - 1 whipper Fruit ade machine Cocoa dispenser Anchor wrapper and platens, 12" meat slicer Tomato slicer 6' long worktable with stainless speel undershelf and Electronic portion scale Electronic retail scale Heat seal overwrapper Platter cart 4' long worktable with stainless steel undershelf and casters Biscuit prep table Convection oven EZ over chicken display Spaceplate for spacing fryers 14" deep electric fryer 18" deep electric fryer Oil filtration unit Bread and hatter unit Hot case with thermal shelf Custom built donut display case 2-eye hot plate - electric

Ice cream novelty merchandiser

Video security equipment Video sales displays 67673302

SCHEDULE 3

DESCRIPTION OF SUBLEASED LAND

PARCEL 1:

THE EAST 164.5 FEET OF THE WEST 214.5 FEET OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS; EXCEPT THAT PART OF THE EAST 64.5 FEET OF THE WEST 114.5 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 30, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 64-1/2 OF FEET OF THE WEST 114-1/2 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SAID SECTION 30, THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SAID SECTION 30, A DISTANCE 64.5 FEET; THENCE NORTH ALONG THE EAST LINE OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 A DISTANCE OF 50 FEET; THENCE WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 14.5 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 50 FRET; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 75.45 FEET TO THE WEST LINE OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SAID SOUTH WEST 1/4, THENCE SOUTH ALONG THE SAID WEST LINE .00.0 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET TAKEN OR USED FOR WEST 79TH STREET) AS CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED MAY 12, 1954 AS DOCUMENT NUMBER 15904381, ALSO EXCEPTING THEREFROM A PART OF THE EAST 164.5 FEET OF THE WEST 214.5 FEET OF THE WEST 4/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 214.5 FEET OF SAID SECTION AND THE NORTH LINE OF 79TH STREET (AS DEDICATED BY DOCUMENT NUMBER 16584944 DATED MAY 18, 1956); THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 114.5 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 50 FEET, A DISTANCE OF 78.5 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF HARLEM AVENUE (AS DEDICATED BY DOCUMENT NO. 10487999, DATED SEPTEMBER 24, 1929); THENCE NORTH ALONG THE SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 40 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 70 FEET, A DISTANCE OF 109.9 FEET TO A POINT OF TANGENCY ON A LINE LYING 20 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF 79TH STREET, SAID

to Lease Supplement 7 3 5 0 2

DESCRIPTION OF SUBLEASED LAND (continued)

POINT LYING 94.5 FEET WEST OF THE EAST LINE OF THE WEST 214.5 FEET OF AFORESAID SECTION; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 94.5 FEET TO A POINT ON THE EAST LINE OF THE WEST 214.5 FEET OF SAID SECTION, SAID POINT BEING 20 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE); THENCE SOUTH ALONG THE SAID EAST LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PARCED 2:

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE SOUTH 50 0 FEET THEREOF) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS; LYING EAST OF THE WEST 214.50 FEET OF SAID SOUTH WEST 1/4, WEST OF THE EAST LINE OF THE WEST 329.50 FEET OF SAID SOUTH WEST 1/4, SOUTHERLY AND WESTERLY OF A CURVED LINE CONVEX TO THE SOUTH WEST RADIUS 963.0 FEET, COMMENCING AT A POINT 122.0 FEET NORTH OF THE SOUTH LINE AND 1085.0 FEET EAST OF THE WEST LINE OF AFORESAID 1/4 SECTION AND RUNNING TO A POINT 122.0 FEET EAST OF THE WEST LINE AND 1085.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND; THAT PART OF THE EAST 115 FEET OF THE WEST 329.5 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, PANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 79TH STREET (AS DEDICATED BY DOCUMENT NUMBER 16584944, DATED MAY 18, 1956) AND THE EAST LINE OF THE WEST 329.5 FEET OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE OF 79TH STREET A DISTANCE 115 FEET TO A POINT, SAID JOINT LYING ON THE EAST LINE OF THE WEST 214.5 FEET OF THE AFORESAID SECTION; THENCE NORTH ALONG THE EAST LINE OF THE MEST 214.5 FEET OF THE SECTION A DISTANCE OF 20 FEET TO A POINT: THENCE EAST ALONG A LINE PARALLEL AND 20 FEET NORTH OF THE PRORESAID NORTH LINE OF 79TH STREET A DISTANCE OF 79.5 FEET TO A POINT, SAID POINT LYING 20 FEET NORTH OF THE NORTH LINE OF 75TH STREET AND 35.5 FEET WEST OF THE EAST LINE OF THE WEST 329.5 FEET OF THE AFORESAID SECTION; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 35.5 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 329.5 FEET OF THE SAID SECTION, SAID POINT LYING 18.82 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE) THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 18.82 FEET TO THE POINT OF BEGINNING.

Leased station address: 79th St. & Harlem Ave. Burbank, IL

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Property of County Clerk's Office