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After recording, return to:

Kathryn Raysses, Esq.  
Ronald R. Delmenico & Assoc.  
20 North Wacker Drive, Ste. 2240  
Chicago, Illinois 60606

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DEPT-01 RECORDING \$33.00  
ASSIGNMENT AND ASSUMPTION AGREEMENT TRAN 1295 07/22/88 13:35:00  
\*8429 \* B \* -88-324270  
COOK COUNTY RECORDER

THE DIAL CORPORATION, a Delaware corporation, successor by merger to Purex Corporation, with offices at 111 West Clarendon Avenue, Phoenix, Arizona, 85077, ASSIGNOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand received from SOFT SHEEN PRODUCTS, INC., a DELAWARE corporation, with offices at 1000 EAST 87th ST., CHICAGO, ILLINOIS 60619, ASSIGNEE, pursuant to the Leasehold Acquisition Agreement dated June 8, 1988, between Assignor and Assignee, hereby assigns unto Assignee, its successors and assigns, all its right, title and interest in and to the following Leases:

- (1) Lease dated December 8, 1977, between Chicago City Bank and Trust Company, Trust No. 7887 as Lessor, and Purex Corporation as Lessee, a copy of which is attached hereto and made a part hereof as Exhibit "A".
- (2) Lease dated December 8, 1977, between Chicago City Bank and Trust Company, Trust No. 7812 as Lessor, and Purex Corporation as Lessee, a copy of which is attached hereto and made a part hereof as Exhibit "B".

together with the options to purchase described in Exhibits "A" and "B", but excluding herefrom the right to exercise any options to extend the terms of the Leases attached as Exhibits "A" and "B", except as otherwise provided herein.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns for a term commencing on JUNE 11, 1988 (the "Effective Date"), and expiring on December 8, 1992, subject to the rents, covenants, conditions and provisions of said Leases, except as otherwise provided herein.

*Handwritten signature/initials*

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The Assignee hereby assumes the performance of all terms, covenants and conditions of the Leases herein assigned by Assignor to Assignee and agrees to pay the rent reserved by said Leases on the next rent day and thereafter until the termination of said Leases and will well and truly perform all the terms, covenants and conditions of said Leases herein assigned accruing on and after the Effective Date.

The Assignee hereby covenants and agrees that any attempt to exercise the said options to purchase will be without recourse to Assignor in the event that Assignee is unable to exercise the options and/or acquire the fee titles for any reason whatsoever.

Assignee further agrees that this assignment does not include the right to extend the terms of the Leases and that Assignee will not attempt to extend the terms of the Leases by exercise of any right to renew contained in the Leases, unless Assignee shall have obtained from the Lessors under the Leases a release of Assignor from any liability under the Leases during the extension terms, in form reasonably acceptable to Assignor.

The Assignee hereby agrees that said Assignee will well and truly indemnify and save harmless Assignor from all manner of suit, actions, damages, charges and expense, including attorney and counsel fees that Assignor may sustain by reason of Assignee's failure to pay the rent reserved in said Leases or by reason of Assignee's breach of any of the terms, covenants and conditions of the Leases herein assigned; provided such indemnity shall extend only as to failures occurring on or after the Effective Date. Assignee shall not have any responsibility for any breach or violation of any municipal, state or Federal law, statute, ordinance or regulation or rule under any of them, in connection with the Leased Premises existing prior to the effective date of this Assignment or arising from conditions on the Leased Premises existing prior to such Assignment. Assignee shall not have any responsibility for any taxes or charges of any nature whatsoever in connection with the Leased Premises accruing prior to the effective date of this Assignment.





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EXHIBIT "A"

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INDUSTRIAL BUILDING LEASE  
Repealed by Public Law 96-353

NO. 1001  
REV. 1-6-68

SECTION 2, CODE  
LEGAL FORMS

## INDUSTRIAL BUILDING LEASE

Blids # 344

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT
December 8, 1977	BEARINGING: Dec. 8, 1977 ENDING: Dec. 8, 1992	\$681,000 for a fifteen year term being \$3783.33 per month.

**Location of Premises:** One story building commonly known as 8801-25 Greenwood Ave. Chicago, Illinois, as shown on lease plot plan dated December 5, 1977 marked as Exhibit A, attached hereto and made a part hereof.

**Purpose:** Present Gateway chemical operations, similar operation, bleach making and filling, blow molding, and pot cleaner manufacturing.

<p><b>LESSEE</b></p> <p>NAME: PUREX CORPORATION Attention: Merle Asper</p> <p>ADDRESS: 3101 Clark Avenue Lakewood, CA. 90712</p>	<p><b>LESSOR</b></p> <p>NAME AND ADDRESS: CHICAGO CITY BANK AND TRUST COMPANY, TRUST NO. 7887 c/o M. RICHARD KLARICH 9009 S. Western Avenue Chicago, Illinois 60620</p>
--	---

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby accepts from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

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**RENT** 1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

**CONDITION AND UPKEEP OF PREMISES**

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and beautiful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease; Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will wind up the Premises to Lessor, in good condition and repair, less the ordinary wear and tear, and will pay to Lessor the cost of the same at the place of payment of and for the same.

**LESSEE NOT TO MISUSE; SUBJECT: ASSIGNMENT**

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load thereon any machinery or goods beyond the floor load rating prescribed by applicable municipal ordinance, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants of the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor, unless otherwise provided in the consent aforesaid. Lessor shall not arbitrarily or unreasonably refuse to consent to the assignment of this lease or to a sublease of said premises.

**MECHANICS LIENS**

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor. This paragraph is subject to the provision of paragraph 22, in the Rider attached hereto.

**INDEMNITY FOR ACCIDENTS**

5. Lessor covenants and agrees that he will protect and save and keep the Lessor together harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

**NON-LIABILITY OF LESSOR**

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or venting or the bursting, leaking or running of any pipe, tank or plumbing fixture, in, above, upon or about the Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

**WATER, GAS AND ELECTRIC CHARGES**

7. Lessee will pay, in addition to the rent above specified all water rents, gas and electric light and power bills raised, served or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.





R I D E R

(15) It is further expressly agreed by the lessee that it will conduct its business in a lawful manner, obtaining at its own expense from time to time during the entire period of this lease, such licenses and permits and paying such fees as may be necessary for the conduct of its business under Municipal Ordinances and Regulations or State or Federal Statutes or requirements, and that the lessee will, at its own expense, furnish and maintain, if necessary, such bonds as may be required from time to time by the City of Chicago in the maintenance of and driveways, curbs, or sidewalk openings which lessee may deem necessary in the operation of its business.

(16) Lessee shall, during the entire term of this lease, take out, with responsible carriers, maintain, and pay for fire, extended coverage (including tornado damage) and vandalism and malicious mischief insurance in the amount of not less than \$ 500,000. From time to time Lessor may require an increase or decrease in such sum upon determination of a different replacement value. Notwithstanding the foregoing, the parties will use their best efforts to at all times maintain the amount of such insurance at the premises replacement value.

In addition thereto, Lessee shall take out, with responsible carriers, maintain and pay for boiler and pressure vehicle insurance coverage at a sum not less than \$100,000.

Certificates of insurance will be furnished to Lessor naming Lessor as an additional insured in the above insurance as its interest may appear.

Lessee shall take out, with responsible carriers, maintain, and pay for third party bodily injury and bodily damage insurance and cause Lessor to be named as an additional insured thereunder in respect to the premises as Lessor's interest may appear in a minimum amount of \$1,000,000 each person and \$2,000,000 each occurrence.

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(17) Lessor reserves the right at any time during the term of this lease to convey the demised premises by mortgage or trust deed to any person, firm or corporation, to secure the payment of any note or notes evidencing any loan or loans, which Lessor in Lessor's discretion may decide to make, and this lease shall be subject and subordinate to any such mortgage, mortgages, trust deed or trust deeds and the note or notes evidenced and secured thereby. However, while the holder of such mortgage trust deed shall have the right in event of default under the terms of the above mortgage trust deed and may proceed to foreclose its lien thereunder, as long as there remains no uncured default in this lease on the part of the lessee, the Lessee shall have the right of quiet enjoyment of the premises hereunder, as long as it continues to make rental payments as directed by the holder of said mortgage or trust deed, and the holder of said mortgage trust deed recognizes the option on the part of the lessee to extend the term of this lease and the option on the part of the lessee to purchase the demised premises. Such subordination agreement shall also be binding upon any purchaser or purchasers under any foreclosure sale of the demised premises. The lessee shall execute any and all documents required by the lender to give effect to this provision.

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(18) It is understood and agreed that lessee intends to bring in assembly lines and other equipment and machinery to the demised premises in furtherance of the purposes set forth in the first page of this lease, which may require certain alterations. It is agreed that in respect to the installation of the equipment thereof, Lessee will submit to Lessor in writing its proposed plans for installation and Lessor agrees within forty-eight hours after receipt thereof, it shall transmit to Lessee any objections to such proposed plans and its suggestions for the proper method of installation. Nevertheless, Lessee shall not make any alterations or additions at all to the demised premises without first obtaining written approval from Lessor, which approval the Lessor shall not unreasonably or arbitrarily withhold.



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(20) (A) Lessee shall maintain the exterior grounds, lawns and shrubbery, and shall at all times keep those areas neat and clear of rubbish or debris. Lessee shall maintain exterior building lighting and flood lighting. Lessee shall maintain existing exterior fences and gates.

(3) Upon receipt of written request from Lessee, Lessor shall during the term of this Lease make any and all necessary repairs to the roof and exterior walls of the demised premises, and as necessary paint the exterior of the window and door sashes, except in case of damage thereto caused by any act or neglect on the part of the Lessee.

(21) (A) If the demised building is substantially destroyed and made wholly untenable by fire or other casualty, Lessor may elect:

(1) to terminate this lease by service on Lessee of an advance thirty (30) day written notice, in which event this lease shall terminate thirty (30) days after receipt thereof; or

(2) Lessor may elect to repair, restore or rehabilitate said building at Lessor's expense and give notice of his intention so to do in writing within thirty (30) days from the date of such destruction, in which event Lessor shall have one hundred twenty (120) days from the date Lessor is unable to take possession of the injured premises to undertake reconstruction or repairs, in which latter event the lease shall not terminate, but rent shall be abated on a per diem basis while the premises are untenable. If Lessor elects so to repair, restore or rehabilitate the building, and does not substantially complete the work within said 120 day period, either party may terminate this lease by the service of a thirty day notice at the expiration of said 120 day period. If Lessor substantially completes said building within said thirty (30) day period, this lease shall remain in full force and effect, and if not, the lease shall automatically terminate at the end of said thirty day period. In the event of termination of this lease pursuant to this provision, all rental shall be paid to the date of the destruction of said premises on a per diem basis.

(3) If the demised building shall be partially damaged by fire or other casualty, the building shall be repaired, restored or rehabilitated by and at the expense of Lessor, and all rentals due from Lessee, until the damaged portion of the premises is substantially ready for occupancy by Lessee, shall be apportioned according to the part of the demised building usable by Lessee, and the remainder of the rentals will be abated until said building is substantially ready for occupancy.

(C) In all cases requiring completion of the repair, restoration or rehabilitation of the demised building within a specified time, due allowance shall be made for delays which may be caused by adjustment of insurance, strikes, labor difficulties, Acts of God or any other causes beyond Lessor's control, and the time for substantial completion will be deemed automatically extended to the extent of the time consumed by such delay or delays.

(22) Lessor shall have the right at the termination of this lease by lapse of time or otherwise to re-enter upon and take possession of the demised premises and, at Lessor's option, either retain without cost or charge all of the improvements, building fixtures or other structures installed in or on the building or demised premises by Lessee or in Lessee's behalf, or at Lessor's option may remove therefrom all or any part thereof at Lessee's expense. Notwithstanding the foregoing, Lessee's machinery or equipment may be removed by Lessee but all damage to the premises caused by such removal shall be repaired by Lessee at Lessee's expense.

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(23) Lessee shall have the right and option to elect to renew the lease of the demised premises for an additional term of ten years commencing on the expiration date of the original term of this lease and expiring on the tenth anniversary date of such commencement.

(A) The yearly base rental of the extended term shall be determined by adding three percent (3%) to the national average mortgage rate for a one story net lease industrial building in Chicago, Illinois at the time of the commencement of the additional term (or if such publication or information is not then available, then by adding three percent to the highest mortgage rate of interest then in effect by the First National Bank of Chicago) and multiplying that percentage times \$450,000.00; 1/12th of that base yearly rental shall be payable each month for the extended term, plus the general real estate taxes as provided in this lease.

(B) If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term in person or sent by U. S. Registered Mail or certified mail addressed to the Lessor.

(C) All other terms and conditions of the lease shall remain in full force and effect, unchanged, unmodified and unaltered for the extended term of the lease.

(24) (A) Lessee shall have the right and option to elect to purchase the demised premises at the end of the original lease term for the sum of \$450,000.00. If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term (in person or by U. S. Registered or certified mail addressed to the Lessor).

(B) Lessor shall thereupon procure a letter of title commitment from the Chicago Title and Trust Company showing title free and clear of mortgage liens or encumbrances (or satisfy any which may appear thereon at or before the time of closing) and in exchange for the full purchase price by means of the usual escrow agreement with the Chicago Title and Trust Company, if demanded by either party, deliver a deed conveying clear title to grantee subject only to current general real estate taxes and assessments, if any, and easements of record and to the usual standard exceptions contained in owner's policies then being issued by the Chicago Title and Trust Company.

(25) Concurrently with the execution of this lease, the Lessee has leased the adjacent property commonly known as 1120-50 East 50th Street, Chicago. It is hereby agreed by Lessee and Lessor that if the Lessee elects to exercise either the lease renewal in Paragraph 23 or the purchase option in Paragraph 24, the Lessee shall simultaneously exercise the same option for said adjacent property, as provided in that lease.

(26) (A) Lessor agrees that it will cause the work generally described in the memorandum dated December 1, 1977 (re: Condition of the premises) to be carried out and performed by Klarich Construction Company, or its subcontractors, in a good and workmanlike manner in a manner consistent with the reasonable needs of Lessee and its operations without undue delay consistent with weather conditions and only to acts beyond the control of Klarich Construction Company. Klarich Construction Company guarantees the heating, ventilating and air conditioning systems against equipment failure (excluding maintenance) for a period of one

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year. The aforesaid memorandum has been initialed on behalf of the parties hereto for identification. Lessee shall cooperate in entering into suitable memorandum evidencing the fact that the work for each item has been done. Subsequent damage being incurred thereafter shall be the responsibility of Lessee. Lessor agrees that it will keep Klarich Construction Company and its subcontractors, agents and employees performing such work to be covered by the liability insurance of Klarich Construction Company with such insurance naming Lessor and Lessee, Gateway Industries Inc., the officers, agents and employees also insured thereunder with such coverage being deemed and providing that it is primary and non-contributory to any other coverage of such parties. Lessor further agrees that it will cause, prior to the commencement of any such work, Klarich Construction Company to agree in writing for the specific benefit and in a manner enforceable by Lessee, Lessor, Gateway Industries Inc., their officers, agents, and employees that Klarich Construction Company and its subcontractors will indemnify and hold their agents, companies and persons harmless from injury and death to the workmen of Klarich Construction Company or its subcontractors, including any such injuries or death to workmen arising from the negligence or alleged negligence of Lessor, Lessee, Gateway Industries Inc., their officers, agents or employees. In addition thereto there shall be a suitable provision which effectively indemnifies and holds Lessor and Lessee free and harmless for damage to any of the property or the injury or death to the employees of Lessor, Lessee or Gateway Industries Inc.

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(B) It is agreed that Lessee shall remove its machinery and equipment and restore the premises at the end of the term or extended term. By way of example, but not by way of limitation, storage tanks and slab foundation thereof whether now upon the premises or whether added thereto by Lessee shall be removed together with their piping, mechanical and related work, leaving only the floors, walls and ceilings all neatly patched, together with the improvements such as electrical, wiring, heating, ventilation, air conditioning and the like.

(C) Lessor shall have the option to decide which partitions and other related work shall be removed upon notice as provided in the lease. All partitions and related work that are left on the premises shall be neatly patched at Lessee's expense.

(D) Any and all openings in the exterior walls shall be neatly patched upon removal of any and all mechanical equipment owned by Lessee, at Lessee's expense.

(E) Lessee shall be responsible to maintain, or at its option to remove windbreaking partition along the east loading dock in building number 5. Lessee shall maintain the Gateway installed offices in building number 6 or remove the same at any time. Said offices are located along the east wall north of the phone equipment room and along the west wall north and south of the electrical equipment room. The "condition" of the premises referred to hereth shall mean the condition of the premises when all the work required by the parties has been completed by Klarich Construction Company in a good and workmanlike manner.

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(27) The legal description to the premises devised hereby is as follows:

Lot 3 in Klarich's Subdivision of part of the East half of the North East quarter of the North West quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax No. 25-02-102-013.

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Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 2 pages numbered 1 to 2, including a rider consisting of 4 pages, identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.  
CHICAGO CITY BANK AND TRUST COMPANY and  
as trustee under TRUST 17887 individually

By: [Signature] Vice President

By: [Signature] Trust Officer

LESSEE  
[Signature]  
LESSEE

LESSOR  
SEE EXHIBITORY CLAUSE ATTACHED  
HEREIN AND MADE A PART HEREOF.

### ASSIGNMENT BY LESSOR

On this \_\_\_\_\_ 19\_\_\_\_ for value received, Lessor hereby transfers, assigns and sets over to \_\_\_\_\_ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_ 19\_\_\_\_

### GUARANTEE

On this \_\_\_\_\_ 19\_\_\_\_ in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

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HEREIN ATTACHED TO AND MADE A PART OF LEASE DATED December 8th, 1977

THIS LEASE is executed by CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated and known as Trust Number 7887 as Chicago City Bank and Trust Company, to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this lease, assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or (4) the conduct of any business which is carried on upon such premises.

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## GUARANTY

The undersigned in behalf of all beneficiaries  
of CHICAGO CITY BANK AND TRUST COMPANY TRUST NO. 7987,  
do hereby guarantee performance of all of the terms  
and provisions of this lease required of Lessee.

DATED:

  
M. RICHARD KLARICH

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INDUSTRIAL BUILDING LEASE

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DATE OF LEASE	TERM OF LEASE	MONTHLY RENT
December 8, 1977	Dec. 8, 1977 Dec. 8, 1992	\$2,709,000 FOR 15 YEAR TERM BEING \$15,050.00 PER MONTH.

Location of Premises ONE AND PART TWO-STORY BUILDING COMMONLY KNOWN AS 1120-50 EAST 89TH ST., CHICAGO, ILLINOIS, AS SHOWN ON THE "LEASE PLOT PLAN" DATED December 5, 1977, ATTACHED HERETO AND MADE PART HEREOF AS EXHIBIT A.

Present Gateway chemical operations, similar operations bleach making and filling, blow molding, and pot cleaner manufacturing.

<b>LESSOR</b>	<b>LESSOR</b>
NAME . PUREX CORPORATION	NAME AND . CHICAGO CITY BANK AND TRUST
ADDRESS . Attention: Merle Asper	ADDRESS COMPANY, TRUST NO. 7812
ADDRESS . 5101 Clark Avenue	ADDRESS . c/o S. RICHARD KLARICH
ADDRESS . Lakewood, CA. 90712	ADDRESS . 9009 S. Western Avenue
	ADDRESS . Chicago, Illinois 60620

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereon, for the above Term.

to S. RICHARD KLARICH at the above address, in behalf of

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessee may designate in writing.

CONDITION AND UPKEEP OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises, and upon the termination of this lease, in any way, will hold up the Premises to Lessor, in good condition and repair, less any wear and tear, wear and tear, and will deliver the keys thereto at the place of payment of the rent, as provided in paragraph 22 contained in the Rider attached hereto.

LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon for any purpose other than that hereinbefore specified, and will not load heavy machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants of the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent thereof; Lessor shall not arbitrarily or unreasonably refuse to consent to the assignment of this lease or to a sublease of said premises.

MECHANIC'S LIEN

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amount so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be payable to Lessor immediately on rendition of bill therefor. This paragraph is subject to the provisions of paragraph 22, in the Rider attached hereto.

INDEMNITY FOR ACCIDENTS

5. Lessor covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipe, tank or plumbing fixture, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents, and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

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KEEP PREMISES IN REPAIR

8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair...

ACCESS TO PREMISES

9. Lessor will allow Lessor free access to the Premises for the purpose of examining or examining the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make...

ABANDONMENT AND RELETTING

10. If Lessor shall abandon or vacate the Premises, or if Lessor's right to occupy the Premises be terminated by Lessor by reason of Lessor's breach of any of the covenants herein, the same may be re-let by Lessor...

HOLDING OVER

11. Lessor will, at the termination of this lease by lapse of time or otherwise, yield up immediately possession to Lessor, and failing to do so, will pay as liquidated damages for the whole time such possession is withheld...

EXTRA FIRE HAZARD

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials, save such as may be necessary for use in the business of the Lessee...

RE-ENTRY

13. If default be made by Lessee in the performance of any of the covenants herein contained, Lessor may, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law...

CONFESSION OF JUDGMENT

14. The Lessee hereby confesses judgment in favor of the Lessor, his heirs, executors, administrators, successors, assigns, and assigns, for the amount of rent which may be in default by virtue of the terms hereof...

FIRE CASUALTY

15. The Lessee shall be held responsible for the same amount of loss or damage to the Premises or contents thereof, which may be caused by fire, and failing to do so, or upon the expiration of the term of this lease...

PAYMENT OF FEES

16. Each party shall pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by either party in the enforcement of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, administrators, and assigns of all parties to this lease.

(15) (A) In addition to the rental specified above in this Lease, the Lessor shall pay to the Lessor during the entire term of this Lease an amount equal to the general real estate taxes which may be levied, assessed or imposed upon the demised premises, but for only the term of the Lease.

(B) Lessee shall pay the full amount of such yearly taxes to the Lessor at the rate of one-twelfth (1/12) of said amount monthly in advance with the rent payment for the term of this Lease.

(C) The amount of the tax payments shall be adjusted each year upon receipt of the previous year's tax bill, and if the payments for that previous year do not aggregate the actual amount of the taxes due or paid, Lessee shall, upon demand, pay the difference. If the Lessee has paid an aggregate amount in excess of said tax bill, Lessee shall receive credit for any overplus.

(D) The last available tax bill is for the year 1976 in the amount of \$66,952.80 for the demised premises. Lessee shall pay Lessor \$5,570.00 per month until adjustments shall be made upon receipt of subsequent tax bills.

(E) The Lessor reserves the right to contest the general real estate taxes levied and assessed against the property during the term of this lease providing that such contest be made with dispatch and in a lawful manner and not in any way jeopardize Lessor's interest in the property.

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## RIDER

(16) It is further expressly agreed by the Lessee that it will conduct its business in a lawful manner, obtaining at its own expense from time to time during the entire period of this lease, such licenses and permits and paying such fees as may be necessary for the conduct of its business under Municipal Ordinances and Regulations or State or Federal Statutes or requirements, and that the Lessee will, at its own expense, furnish and maintain, if necessary, such bonds as may be required from time to time by the City of Chicago in the maintenance of and driveways, curbs, or sidewalk openings which Lessee may deem necessary in the operation of its business.

(17) Lessee shall, during the entire term of this lease, take out, with responsible carriers, maintain, and pay for fire, extended coverage (including tornado damage) and vandalism and malicious mischief insurance in the amount of not less than \$2,500,000. From time to time Lessor may require an increase or decrease in such sum upon determination of a different replacement value. Notwithstanding the foregoing, the parties will use their best efforts to at all times maintain the amount of such insurance at the premises replacement value.

In addition thereto, Lessee shall take out, with responsible carriers, maintain and pay for boiler and pressure vehicle insurance coverage at a sum not less than \$100,000.

Certificates of insurance will be furnished to Lessor naming Lessor as an additional insured in the above insurance as its interest may appear.

Lessee shall take out, with responsible carriers, maintain, and pay for third party bodily insurance and bodily damage insurance and cause Lessor to be named as an additional insured thereunder in respect to the premises as Lessor's interest may appear in a minimum amount of \$1,000,000 each person and \$2,000,000 each occurrence.

(18) Lessor reserves the right at any time during the term of this lease to convey the demised premises by mortgage or trust deed to any person, firm or corporation, to secure the payment of any note or notes evidencing any loan or loans, which Lessor in Lessor's discretion may decide to make, and this lease shall be subject and subordinate to any such mortgage, mortgages, trust deed or trust deeds and the note or notes evidenced and secured thereby. However, while the holder of such mortgage or trust deed shall have the right in event of default under the terms of the above mortgage trust deed and may proceed to foreclose its lien thereunder, as long as there remains no uncured default in this lease on the part of the Lessee, the Lessee shall have the right of quiet enjoyment of the premises hereunder, as long as it continues to make rental payments as directed by the holder of said mortgage or trust deed, and the holder of said mortgage trust deed recognizes the option on the part of the Lessee to extend the term of this lease and the option on the part of the Lessee to purchase the demised premises. Such subordination agreement shall also be binding upon any purchaser or purchasers under any foreclosure sale of the demised premises. The Lessee shall execute any and all documents required by the Lender to give effect to this provision.

(19) It is understood and agreed that Lessee intends to bring in assembly lines and other equipment and machinery to the demised premises in furtherance of the purposes set forth in the first page of this lease, which may require certain alterations. It is agreed that in respect to the installation of the equipment thereof, Lessee will submit to Lessor in writing its proposed plans for installation and Lessor agrees within forty-eight hours after receipt thereof, it shall transmit to Lessee any objections to such proposed plans and its suggestions for the proper method of installation. Nevertheless, Lessee shall not make any alterations or additions at all to the demised premises without first obtaining written approval from Lessor, which approval the Lessor shall not unreasonably or arbitrarily withhold.

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(20) (A) Lessee shall maintain the exterior grounds, lawns and shrubbery, and shall at all times keep those areas neat and clear of rubbish or debris. Lessee shall maintain exterior building lighting and flood lighting. Lessee shall maintain existing exterior fences and gates.

(B) Upon receipt of written request from Lessee, Lessor shall during the term of this Lease make any and all necessary repairs to the roof and exterior walls of the demised premises, and as necessary paint the exterior of the window and door sashes, except in case of damage thereto caused by any act or neglect on the part of the Lessee.

(21) (A) If the demised building is substantially destroyed and made wholly untenable by fire or other casualty, Lessor may elect:

- (1) to terminate this lease by service on Lessee of an advance thirty (30) day written notice, in which event this lease shall terminate thirty (30) days after receipt thereof; or
- (2) Lessor may elect to repair, restore or rehabilitate said building at Lessor's expense and give notice of his intention so to do in writing within thirty (30) days from the date of such destruction, in which event Lessor shall have one hundred twenty (120) days from the date Lessor is unable to take possession of the injured premises to undertake reconstruction or repairs, in which latter event the lease shall not terminate, but rent shall be abated on a per diem basis while the premises are untenable. If Lessor elects so to repair, restore or rehabilitate the building, and does not substantially complete the work within said 120 day period, either party may terminate this lease by the service of a thirty day notice at the expiration of said 120 day period. If Lessor substantially completes said building within said thirty (30) day period, this lease shall remain in full force and effect, and if not, the lease shall automatically terminate at the end of said thirty day period. In the event of termination of this lease pursuant to this provision, all rental shall be paid to the date of the destruction of said premises on a per diem basis.

(B) If the demised building shall be partially damaged by fire or other casualty, the building shall be repaired, restored or rehabilitated by and at the expense of Lessor, and all rentals due from Lessee, until the damaged portion of the premises is substantially ready for occupancy by Lessee, shall be apportioned according to the part of the demised building usable by Lessee, and the remainder of the rentals will be abated until said building is substantially ready for occupancy.

(C) In all cases requiring completion of the repair, restoration or rehabilitation of the demised building within a specified time, due allowance shall be made for delays which may be caused by adjustment of insurance, strikes, labor difficulties, Acts of God or any other causes beyond Lessor's control, and the time for substantial completion will be deemed automatically extended to the extent of the time consumed by such delay or delays.

(22) Lessor shall have the right at the termination of this Lease by lapse of time or otherwise to re-enter upon and take possession of the demised premises and, at Lessor's option, either retain without cost or charge all of the improvements, building fixtures or other structures installed in or on the building or demised premises by Lessee or in Lessee's behalf, or at Lessor's option may remove therefrom all or any part thereof at Lessee's expense. Notwithstanding the foregoing, Lessee's machinery or equipment may be removed by Lessee but all damage to the premises caused by such removal shall be repaired by Lessee at Lessee's expense.

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(23) Lessee shall have the right and option to elect to renew the Lease of the demised premises for an additional term of ten years commencing on the expiration date of the original term of this Lease and expiring on the tenth anniversary date of such commencement.

(A) The yearly base rental of the extended term shall be determined by adding three percent (3%) to the national average mortgage rate for a one story net lease industrial building in Chicago, Illinois at the time of the commencement of the additional term (or if such publication or information is not then available, then by adding three percent to the highest mortgage rate of interest then in effect by the First National Bank of Chicago) and multiplying that percentage times \$1,900,000.00; 1/12th of that base yearly rental shall be payable each month for the extended term, plus the general real estate taxes as provided in this lease.

(B) If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term in person or sent by U. S. Registered Mail or certified mail addressed to the Lessor.

(C) All other terms and conditions of the Lease shall remain in full force and effect, unchanged, unmodified and unaltered for the extended term of the Lease.

(24) (A) Lessee shall have the right and option to elect to purchase the demised premises at the end of the original lease term for the sum of \$1,900,000.00. If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term (in person or by U. S. Registered or certified mail addressed to the Lessor).

(B) Lessor shall thereupon procure a letter of title commitment from the Chicago Title and Trust Company showing title free and clear of mortgage liens or encumbrances (or satisfy any which may appear thereon at or before the time of closing) and in exchange for the full purchase price by means of the usual escrow agreement with the Chicago Title and Trust Company, if demanded by either party, deliver a deed conveying clear title to grantee subject only to current general real estate taxes and assessments, if any, and easements of record and to the usual standard exceptions contained in owner's policies then being issued by the Chicago Title and Trust Company.

(25) Concurrently with the execution of this Lease the Lessee has leased the adjacent property commonly known as 8801-25 S. GREENWOOD AVE, CHICAGO. It is hereby agreed by Lessee and Lessor that if the Lessee elects to exercise either the Lease renewal in Paragraph 23 or the purchase option in Paragraph 24, the Lessee shall simultaneously exercise the same option for said adjacent property, as provided in that lease.

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(26) (A) Lessor agrees that it will cause the work generally described in the memorandum dated December 1, 1977 (re: Condition of the premises) to be carried out and performed by Klarich Construction Company, or its subcontractors, in a good and workmanlike manner in a manner consistent with the reasonable needs of Lessee and its operations without undue delay consistent with weather conditions and only to acts beyond the control of Klarich Construction Company. Klarich Construction Company guarantees the heating, ventilating and air conditioning systems against equipment failure (excluding maintenance) for a period of one



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year. The aforesaid memorandum has been initiated on behalf of the parties hereto for identification. Lessee shall cooperate in entering into suitable memorandum evidencing the fact that the work for each item has been done. Subsequent damage being incurred thereafter shall be the responsibility of Lessee. Lessor agrees that it will keep Klarich Construction Company and its subcontractors, agents and employees performing such work to be covered by the liability insurance of Klarich Construction Company with such insurance naming Lessor and Lessee, Gateway Industries Inc., the officers, agents and employees also insured thereunder with such coverage being deemed and providing that it is primary and non-contributory to any other coverage of such parties. Lessor further agrees that it will cause, prior to the commencement of any such work, Klarich Construction Company to agree in writing for the specific benefit and in a manner enforceable by Lessee, Lessor, Gateway Industries Inc., their officers, agents, and employees that Klarich Construction Company and its subcontractors will indemnify and hold their agents, companies and persons harmless from injury and death to the workmen of Klarich Construction Company or its subcontractors, including any such injuries or death to workmen arising from the negligence or alleged negligence of Lessor, Lessee, Gateway Industries Inc., their officers, agents or employees. In addition thereto there shall be a suitable provision which effectively indemnifies and holds lessor and lessee free and harmless for damage to any of the property or the injury or death to the employees of lessor, lessee or Gateway Industries Inc.

(B) It is agreed that Lessee shall remove its machinery and equipment and restore the premises at the end of the term or extended term. By way of example, but not by way of limitation, storage tanks and slab foundation thereof whether now upon the premises or whether added thereto by Lessee shall be removed together with their piping, mechanical and related work, leaving only the floors, walls and ceilings all neatly patched, together with the improvements such as electrical, wiring, heating, ventilation, air conditioning and the like.

(C) Lessor shall have the option to decide which partitions and other related work shall be removed upon notice as provided in the lease. All partitions and related work that are left on the premises shall be neatly patched at Lessee's expense.

(D) Any and all openings in the exterior walls shall be neatly patched upon removal of any and all mechanical equipment owned by Lessee, at Lessee's expense.

(E) Lessee shall be responsible to maintain, or at its option to remove windbreaking partition along the east loading dock in building number 5. Lessee shall maintain the Gateway installation offices in building number 6 or remove the same at any time. Said offices are located along the east wall north of the phone equipment room and along the west wall north and south of the electrical equipment room. The "condition" of the premises referred to herein shall mean the condition of the premises when all the work required by the parties has been completed by Klarich Construction Company in a good and workmanlike manner.

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(27) The legal description of the premises demised hereby is as follows:

**Parcel 1:**

All that part of the East half of the Southeast quarter of the North East quarter of the Northwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of the right of way of the New York, Chicago and St. Louis Railroad; and

**Parcel 2:**

A part of the Northeast quarter and the Northwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the Westerly boundary of land conveyed by Calumet and Chicago Canal and Lock Company by Document No. 562960 with the center line of East 88th Street as extended from the East; thence East along said center line extended a distance of 100 feet to a point; thence Southeasterly a distance of 200.00 feet from last said point along a portion of a line connecting last said point with a point in the East and West quarter Section line of said Northeast quarter of said Section 2, which point is 25 feet Easterly by right angle measurement from said Westerly boundary of land conveyed by Document No. 562960; thence West 118.81 feet along a line parallel with said center line extended of East 88th Street to the intersection with the North and South center line of said Section 2; thence North 92.47 feet, more or less, along said North and South center line to the intersection with said Westerly boundary of land conveyed by Document No. 562960; thence Northwesterly 105.34 feet, more or less, along said Westerly boundary of land conveyed by Document No. 562960 to the place of beginning, in Cook County, Illinois.\*\*

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Property of Cook County

Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or plural pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 8 page numbered 1 to 8, including a rider consisting of 5 pages identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.

CHICAGO CITY BANK AND TRUST COMPANY  
as trustee under TRUST #7812  
By: [Signature]  
Trust Officer

PUREX CORPORATION

By: [Signature]  
LESSEE

All of the covenants, terms and conditions to be performed under this instrument by Chicago City Bank and Trust Company are understood by it as being as aforesaid and not individually. No liability shall be asserted or be enforceable against said Bank by reason of any of the covenants, obligations, warranties, statements or representations set forth herein. Any claims arising under this instrument shall be payable, if at all, only out of the property held in the Trust.

SEE EXCERPTS OF THIS ATTACHED  
HERE TO AND MADE A PART HEREOF.

ASSIGNMENT BY LESSOR

On this \_\_\_\_\_, 19\_\_\_\_, for value received, Lessor hereby irrevocably assigns and sets over to \_\_\_\_\_ all right, title and interest in and to the above lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 19\_\_\_\_.

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### GUARANTEE

On this \_\_\_\_\_, 19\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

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RIDER ATTACHED TO AND MADE A PART OF LEASE DATED December 9, 1977

THIS LEASE is executed by CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated and known as Trust Number 7812 as Chicago City Bank and Trust Company, to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this lease, assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or (4) the conduct of any business which is carried on upon such premises.

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## GUARANTY

The undersigned, being the sole beneficiaries of CHICAGO CITY BANK AND TRUST COMPANY TRUST NO. 7812, do hereby guarantee performance of all of the terms and provisions of this lease required of Lessor.

DATED:

  
\_\_\_\_\_  
S. RICHARD KLARICH  
  
\_\_\_\_\_  
H. RICHARD KLARICH  
as attorney in fact  
for MARIJA KLARICH

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