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LAW OFFICES

1999-07-02 14:11:26

Cook County Recorder 263.50

ALEXANDER G. POULAKIDAS

SUITE 2900

161 NORTH CLARK STREET

CHICAGO, ILLINOIS 60601



99640864

TELEPHONE  
(312) 263-1863

FAX

(312) 263-6634

STATE OF ILLINOIS   )  
                                  ) SS  
COUNTY OF COOK    )

AFFIDAVIT

The undersigned, ALEXANDER G. POULAKIDAS, being first duly sworn on oath, deposes and states that on May 17, 1999, he did send a Notice of the Exercise of the Lease Option for the period from March 1, 2002 to February 28, 2012 for certain real estate on behalf of the Dunbar Corporation which real estate is described in the Notice of the Exercise of the Lease Option for the period March 1, 2002 to February 28, 2012 and the Lease authorizing the Option, and all Amendments to the Lease are hereto attached and that said Notification was sent by Regular Mail and Certified Mail, Return Receipt Requested to the following:

DONALD A. LOUCKS  
Route 1, box 506B  
Cedar Creek, Texas 78612

BARBARA L. WALLACE  
176 Bradwell Road  
Barrington, Illinois 60010

AMERICAN NATIONAL BANK  
& TRUST COMPANY AS SUCCESSOR  
TRUSTEE U/T #1544 DATED 9/1/77  
111 East Busse Avenue, Lower Level  
Mt. Prospect, Illinois 60056

AMERICAN NATIONAL BANK  
& TRUST COMPANY AS SUCCESSOR  
TRUSTEE U/T #1546 DATED 9/1/77  
111 East Busse Avenue, Lower Level  
Mt. Prospect, Illinois 60056

That the said Notice of the Exercise of the Lease Option for the period March 1, 2002 to February 28, 2012 was received and proof of said receipt is evidenced by the Certified Mail, Return Receipt Green Cards, a copy of which for each of the above Parties named is hereto attached and made a part of this Affidavit and Notice.

That there is attached to this Affidavit, a copy of the Notice of the Special Meeting of the Board of Directors of the Dunran Corporation which was to be held on May 15, 1999 and also attached hereto is a copy of the Minutes of the Special Meeting of the Dunran Corporation held on Saturday, May 15, 1999 pursuant to the Notice of the meeting which was sent to all of the Directors on April 29, 1999 by Regular Mail and Certified Mail, Return Receipt Requested and proof of this receipt of this said Notice is evidenced by the Green Return Receipt Card, copies of which are attached hereto and made a part of this Affidavit.

That this Notice is in addition to the Affidavit previously sent and recorded as Document No. 99391278 in the office of the Recorder of Deeds of Cook County, Illinois on April 23, 1999 and that the purpose of this additional filing with the Recorder's Office was to be sure to include all Parties who succeeded in title to the real estate involved because of the deaths of Donald Loucks and Charlotte Loucks, all pursuant to the attachments to this Affidavit.

That the legal description of the real estate involved and any Amendments are hereto attached to this Affidavit and that the property has the following street addresses with the present Tenants named herein as of June 29, 1999:

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## **DENNY'S**

975 East Dundee Road  
Palatine, Illinois 60067

PIN #02-12-101-007-0000  
PIN #02-12-101-008-0000  
PIN #02-12-101-009-0000

## **DUNKIN' DONUTS**

1110 Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-020-00001110

## **TACO BELL**

1102 East Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-021-0000

## **KENTUCKY FRIED CHICKEN**

1100 East Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-022-0000

## **LIDMAR CORPORATION formerly SPARKLE CAR WASH**

1122 East Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-018-0000

## **PIZZA HUT**

1597 North Rand Road  
Palatine, Illinois 60067

PIN #02-12-101-027-0000

## **EINSTEIN'S BAGELS**

979 East Dundee Road  
Palatine, Illinois 60067

PIN #02-12-101-0000

## **SMK SPEEDY INTERNATIONAL, INC. DISCOVER SERVICES, INC. d/b/a CAR-X MUFFLER & BRAKE**

1098 East Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-022-0000

## **THORNTON OIL CORPORATION**

1000 East Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-025-0000

## **IDOLS (formerly Angel Food Systems) (Parking Lot)**

996 East Dundee Road  
Palatine, Illinois 60067

PIN #02-01-300-024-0000

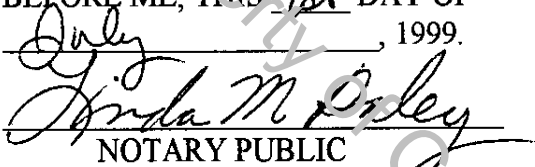
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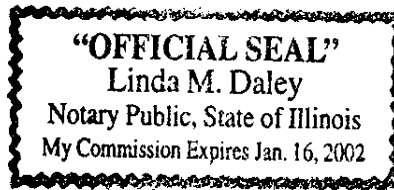
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Further Affiant sayeth not:

  
ALEXANDER G. POULAKIDAS

SUBSCRIBED AND SWORN TO  
BEFORE ME, THIS 1st DAY OF  
July, 1999.

  
NOTARY PUBLIC

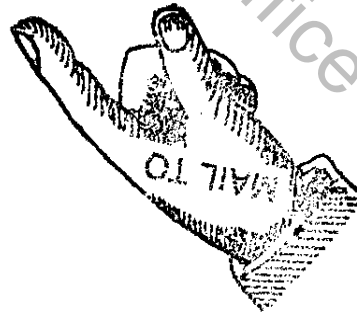


PREPARED BY:

ALEXANDER G. POULAKIDAS  
Attorney at Law  
161 North Clark Street, Suite 2900  
Chicago, Illinois 60601  
(312) 263-1863  
Atty No. 08008

RETURN TO:

ALEXANDER G. POULAKIDAS  
Attorney at Law  
161 North Clark Street, Suite 2900  
Chicago, Illinois 60601  
(312) 263-1863  
Atty No. 08008



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NOTICE OF THE  
EXERCISE OF THE LEASE OPTION  
FOR THE PERIOD FROM  
MARCH 1, 2002 TO FEBRUARY 28, 2012

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THIS NOTICE IS DATED THE 17<sup>th</sup> DAY OF MAY, 1999.

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND BY REGULAR MAIL TO ALL ADDRESSEES**

**TO:** DONALD A. LOUCKS, Individually and as Co-Trustee of the Charlotte L. Loucks Revocable Trust and as Co-Trustee of the Donald Loucks Revocable Trust, and as Co-Beneficiary in and to the Land Trust with the American National Bank & Trust Company of Chicago, Successor Trustee to NBD Bank, Successor Trustee to NBD Trust Company of Illinois, Successor Trustee to The Bank & Trust Company of Arlington Heights, a Corporation of Illinois and known as Trust Number 1544 and as a Co-Beneficiary in and to the Land Trust with the American National Bank & Trust Company of Chicago, Successor Trustee to NBD Bank, Successor Trustee to NBD Trust Company of Illinois, Successor Trustee to The Bank & Trust Company of Arlington Heights, a Corporation of Illinois and known as Trust Number 1546, as Successor Parties in title to Donald Loucks, Deceased and Charlotte L. Loucks, Deceased

Route 1, Box 506B  
Cedar Creek, Texas 78612

**TO:** BARBARA L. WALLACE, Individually and as Co-Trustee of the Charlotte L. Loucks Revocable Trust and as Co-Trustee of the Donald Loucks Revocable Trust, and as Co-Beneficiary in and to the Land Trust with the American National Bank & Trust Company of Chicago, Successor Trustee to NBD Bank, Successor Trustee to NBD Trust Company of Illinois, Successor Trustee to The Bank & Trust Company of Arlington Heights, a Corporation of Illinois and known as Trust Number 1544 and as a Co-Beneficiary in and to the Land Trust with the American National Bank & Trust Company of Chicago, Successor Trustee to NBD Bank, Successor Trustee to NBD Trust Company of Illinois, Successor Trustee to The Bank & Trust Company of Arlington Heights, a Corporation of Illinois and known as Trust Number 1546, as Successor Parties in title to Donald Loucks, Deceased and Charlotte L. Loucks, Deceased

176 Bradwell Road  
Barrington, Illinois 60010

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**TO:** AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO,  
Successor Trustee to NBD Bank, Successor Trustee to NBD Trust Company of  
Illinois, Successor Trustee to The Bank & Trust Company of Arlington Heights,  
a Corporation of Illinois dated September 1, 1977 and known as Trust  
Number 1544

Attention: Trust Services  
111 East Busse Avenue, Lower Level  
Mt. Prospect, Illinois 60056

**TO:** AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO,  
Successor Trustee to NBD Bank, Successor Trustee to NBD Trust Company of  
Illinois, Successor Trustee to The Bank & Trust Company of Arlington Heights,  
a Corporation of Illinois dated September 1, 1977, and known as Trust  
Number 1546

Attention: Trust Services  
111 East Busse Avenue, Lower Level  
Mt. Prospect, Illinois 60056

Reference is made to a Lease dated March 10, 1972 commencing on March 1,  
1972 and expiring on the 28th day of February, 2002 with Donald Loucks and Charlotte  
L. Loucks, as Lessor and the Dunran Corporation, as Lessee, leasing the real estate  
described in said Lease, a true copy of which is herewith attached and made a part of this  
Notice; and with respect to said Lease, the undersigned pursuant to the authority granted  
to him, does on behalf of the Dunran Corporation exercise the option to extend the  
aforesaid Lease for a period of ten (10) years additional beyond the 28th day of February,  
2002 to an additional period from March 1, 2002 to the 28th day of February 2012.

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To further identify the Lease, reference is also made to the Memorandum of Lease dated March 10, 1972 between Donald Loucks and Charlotte L. Loucks, Lessor and the Dunran Corporation, Lessee, which said Memorandum of Lease was recorded as Document No. 21 895 280 in the office of the Recorder of Deeds of Cook County, Illinois and executed by all of the relevant Parties. A true copy of which said Memorandum of Lease is hereto attached and made a part of this Notice.

To further identify the said Lease, there is attached to this Notice, an Agreement dated the 10th day of March, 1972 by and between Alexander G. Poulakidas, Angelos G. Poulakidas, Thomas G. Poulakidas, Bernard F. O'Neill, Richard J. Klarchek and Donald Loucks and Charlotte L. Loucks and executed by all of the relevant Parties. A true copy of which said Agreement is hereto attached and made a part of this Notice.

To further identify the said Lease, there is attached to this Notice, an Amendment to the Lease dated the 29th day of April, 1972 by and between Donald Loucks and Charlotte Loucks, as Lessor and the Dunran Corporation, as Lessee, executed by all of the relevant Parties. A true copy of which said Amendment is hereto attached and made a part of this Notice.

To further identify the said Lease, there is attached to this Notice, an Amendment to the Lease dated the 30th day of June, 1972 by and between Donald Loucks and Charlotte Loucks, as Lessor and the Dunran Corporation, as Lessee, recorded as Document No. 21 996 438 in the office of the Recorder of Deeds of Cook County, Illinois executed by all of the relevant Parties. A true copy of which said Amendment is hereto attached and made a part of this Notice.

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To further identify the said Lease, there is attached to this Notice a Second Amendment to the aforesaid Lease dated the 18th day of August, 1972 by and between Donald Loucks and Charlotte Loucks, Lessor and the Dunran Corporation, Lessee, recorded as Document No. 22 023 963 in the office of the Recorder of Deeds of Cook County, Illinois, and executed by all of the relevant Parties. A true copy of which said Second Amendment is attached hereto and made a part of this Notice.

To further identify the said Lease, there is attached to this Notice an additional Amendment dated the 21st day of August, 1973, by and between Donald Loucks and Charlotte L. Loucks, Lessor and the Dunran Corporation, Lessee, and executed by all of the relevant Parties. A true copy of which said Amendment is attached hereto and made a part of this Notice.

To further identify the said Lease, there is attached to this Notice a Third Amendment dated the 2nd day of April, 1974 by and between Donald Loucks and Charlotte Loucks, Lessor and the Dunran Corporation, Lessee, and executed by all of the relevant Parties. A true copy of which said Third Amendment is attached hereto and made a part of this Notice.

To further identify the said Lease, there is attached to this Notice a Fourth Amendment dated the 24th day of February, 1975 by and between Donald Loucks and Charlotte Loucks, Lessor and the Dunran Corporation, Lessee, and executed by all of the relevant Parties. A true copy of which said Fourth Amendment is attached hereto and made a part of this Notice.



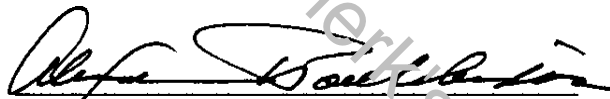
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That all of the above and foregoing will substantiate the exercise of the option to extend the Lease and all of its Agreements and Amendments for the period set forth herein.

DATED: 17<sup>th</sup> day of MAY, 1999  
CHICAGO, Illinois

  
ALEXANDER G. POULAKIDAS  
On Behalf of the DUNRAN CORPORATION

AGP/lmd

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## LEASE OF LAND

THIS INDENTURE OF LEASE made this <sup>10<sup>th</sup></sup> day of March, 1972, between DONALD LOUCKS AND CHARLOTTE LOUCKS of Palatine, State of Illinois (hereinafter called the "Lessor", which expression is hereinafter defined) and THE DUNRAN CORPORATION 33 North Dearborn, Chicago, Illinois, located at \_\_\_\_\_ (hereinafter called the "Lessee", which expression is hereinafter defined),

### W I T N E S S E T H :

That Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby demise and lease to Lessee, the following described premises in the City of \_\_\_\_\_, County of Cook, State of Illinois, to wit,

### Legal Description

Parcel Number One is legally described as follows: A parcel being in the southwest quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois.

For purposes of description herein of Sections of Parcel 1 throughout the lease, the following shall be used:

Parcel Number 1(a). Commencing with the easterly property line of Parcel Number 1, thence westerly having a frontage on Dundee Road of 315 feet with a depth of 210 feet.

Parcel Number 1(b). Commencing with the westerly property line of Parcel Number 1(a) above, thence westerly having a frontage on Dundee Road of 315 feet with a depth of 210 feet.

Parcel Number 1(c). Commencing with the westerly property line of Parcel Number 1(b) above, thence westerly having a frontage on Dundee Road of 320 feet or fraction thereof, (but in any event completing the remainder of Parcel #1 above) with a depth of 210 feet.

Parcel Number Two is legally described as follows:

All that part of the N.W.  $\frac{1}{4}$  of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of said N.W.  $\frac{1}{4}$  981.70 feet East of the N.W. corner thereof; thence East along the North line of said N.W.  $\frac{1}{4}$ , being also the center line of Dundee Road, 185.50 feet; thence Southwesterly in a straight line which makes an angle with the last described course of 62 degrees and 45 minutes, as measured from West to Southwest, 410.50 feet to a point in the center line of Rand Road; thence Northwesterly along the center line of Rand Road 185.50 feet; thence Northeastly in a straight line which makes an angle of 104 degrees and 21 minutes,

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as measured from S.E. to East and N.E., 277.70 feet to the P.O.B., (excepting therefrom that part of the Northwesterly 17.0 feet (as measured along the center line of Rand Road) lying Southwesterly of a line drawn from a point on the Easterly line of the above described tract, 175 feet Southwesterly of the center line of Dundee Road to a point on the Westerly line of aforesaid tract, 117 feet Southwesterly of the center line of Dundee Road) and also (excepting therefrom those parts taken for Rand Road and Dundee Road), in Cook County, Illinois. Fremd's First Addition, Lot 1, being a subdivision of the N.W.  $\frac{1}{4}$  of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point in the North line of said N.W.  $\frac{1}{4}$  (also being the center line of Dundee Road) 1167.20 feet East of the N.W. corner thereof; thence East along said North line (also being the center line of Dundee Road), 207.41 feet; thence Southwesterly to the center line of Rand Road, 622.0 feet Southeasterly of the point of intersection of the center line of Rand Road and the North line of said Northwest  $\frac{1}{4}$  (also being the center line of Rand Road), as measured on the center line of Rand Road; thence Northwesterly along the center line of Rand Road, 100.0 feet; thence Northwesterly to the P.O.B. (excepting therefrom those parts taken for Rand Road and Dundee Road.)

For the purpose of description herein of Sections of Parcel Number 2 throughout the lease, the following shall be used:

Parcel Number 2(a). *Not to Exceed 75% At least 50%* of the total square footage of Parcel Number 2 described above.

Parcel Number 2(b). The remaining square footage of Parcel Number 2 described above.

2. TO HAVE AND TO HOLD the above described land from the 1st day of March, 1972, to the last day of February, 2002, and for said premises, land or property, the Lessee agrees to pay the Lessor the sum of Six Hundred Sixty Two and 62/100 Dollars (\$666.62) per month for Parcel Number 1(a), Parcel Number 1(b) and Parcel Number 1(c) and Six Hundred Twenty Five & no/100 Dollars (\$625.00) per month for Parcel Number 2(a) and Parcel Number 2(b), payable in advance commencing at the earliest of the following alternatives:

(a) On the 180th day after all of the following takes place:

The issuance and receipt by Lessee, its sublessee, successors, assigns or nominee's of building, curb cuts, and sign (roof and pylon) permits and delivery of possession to Lessee; or

(b) Immediately after all of the following takes place:

Substantial completion of the building or buildings to be erected upon the demised premises and the receipt by Lessee, its sublessee, successor, assigns or nominees of a Certificate of Certificate of Occupancy or such Certificate authorities require to permit lawful occupancy.

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Substantial completion shall be the first day the premises are open to serve the general public.

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Lessor and Lessee also agree that the Lessor is to retain any rental income presently being derived from Parcel Number 2 until the receipt of permits as referred to in Paragraph 2(a) above. The Lessor agrees that within ~~thirty~~<sup>thirty</sup> (30) days written notice, to deliver said premises completely vacant and free of any tenants, or the rights of any party claiming the right to occupy any part; or use any portion of the herein described premises.

3. Lessor does hereby grant to Lessee the right, privilege and option to extend this lease for a period of ten (10) years from the date of expiration hereof, upon the same terms and conditions as herein contained, upon notice in writing to the Lessor of Lessee's intention to exercise said option, given at least ninety (90) days prior to the expiration hereof.

In the event that Lessee shall have exercised said option to extend the term of this lease, Lessor does hereby grant to Lessee the right, privilege and option again to extend this lease for one (1) successive period of ten (1) years, upon the same terms and conditions as herein contained upon notice in writing to the Lessor of Lessee's intention to exercise each of said option, given at least ninety (90) days prior to the expiration of the preceding extension of the term hereof.

4. The Lessee shall have the right to erect upon the demised land a building or buildings, signs and advertising devices all of which shall be erected in such a way as to conform with existing municipal building laws and ordinances. The leased premises may be used and occupied for any lawful purpose.

5. Lessor hereby represents and warrants as follows: That all water, sanitary sewers, storm sewers, electric current, gas, and telephone facilities are within 125 feet available for connection to the demised premises referred to as Parcel Number 1 herein and, regarding Parcel Number 2, the sewer and water must be brought from Parcel Number 1 at the Lessee's expense while electric current, gas and telephone facilities are available for connection to Parcel Number 2 in areas immediately adjacent thereto.

5(a). The Lessor further represents and warrants that all land hereby referred to as Parcel Number 1 and Parcel Number 2 is capable of use for a business with the entire area available for paving without the need for any fill or sub-surface support.

6. The Lessee agrees to pay all taxes and assessments in connection with the property hereby leased, and, at its expense comply with all lawful orders of the Authorities. The Lessee also agrees to pay all water bills as rendered. The Lessee shall have the right at its own cost and expense, and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the demised premises and required to be paid by the Lessee hereunder and to defend any claims for lien that may be asserted against Lessor's estate, and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion; provided, however, that the Lessee, upon making any request for assistance or cooperation by the Lessor, shall fully indemnify and same the Lessor harmless from all loss, cost, damage and expense incurred by or to be incurred or suffered by the Lessor in the premises.

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7. The Lessee agrees to apply for rezoning on the parcels herein described on or before the following dates:

- (a) Parcel Number 1(a). Application is to be made on or before ~~August 31, 1973~~; *FRANCHISE 23, 1974* *TR # of [unclear]*
- (b) Parcel Number 1(b). Application is to be made on or before ~~February 28, 1975~~; *AUGUST 31, 1975* *TR # of [unclear]*
- (c) Parcel Number 1(c). Application is to be made on or before ~~August 31, 1976~~; *FEBRUARY 22, 1977* *TR # of [unclear]*
- (d) Parcel Number 2(a). Application is to be made on or before ~~February 28, 1974~~; *AUGUST 31, 1973* *TR # of [unclear]*
- (e) Parcel Number 2(b). Application is to be made on or before ~~August 31, 1975~~; *FEBRUARY 28, 1975* *TR # of [unclear]*

It is understood and agreed by the parties hereto that once Lessee, its sublessee, successor, assigns or nominee has made application for said rezoning, that the Lessee shall have whatever time is reasonably necessary to secure the rezoning and all costs pertaining to this rezoning are to be borne solely and exclusively by the Lessee.

The Lessor and Lessee do hereby mutually agree that should the Lessee fail to make application by the dates herein specified, this lease shall be null and void and all parties shall be relieved of any further liability.

It is understood and agreed, however, that should the Lessee perform on only part of Parcel Number 1 or Parcel Number 2 on the dates specified above, the lease will continue in full force and effects on those portions and non performance on the part of the Lessee on the remaining parcels shall not be considered as a breach of this lease. *SHOULD THE LESSEE FAIL TO MAKE APPLICATION FOR REZONING ON ANY ONE OF THE ABOVE DATES, THE LESSOR SHALL HAVE THE RIGHT UPON 60 DAYS WRITTEN NOTICE, TO TERMINATE THIS AGREEMENT FOR THAT PORTION IN WHICH APPLICATION HAS NOT BEEN MADE.*

8. Lessee agrees that all buildings erected on the leased premises together with all the appurtenances, which will not include fixtures, equipment, signs and advertising devices referred to in this lease shall become the sole property of the Lessor at the termination of this lease and upon the said Lessee vacating said leased premises or upon default in any of the terms or provisions of said lease as provided herein. In those states where Ground Leases are separate and distinct from the buildings erected upon the demised land this paragraph shall not apply and the buildings erected on leased premises shall remain the property of the Lessee.

8(a) Lessor agrees that Lessee may on Parcels Number 1(a), 1(b), 1(c), 2(a) or 2(b), terminate this lease at any time by giving to the Lessor at least One Hundred Twenty (120) days written notice terminating the lease at the end of a monthly rental period. In the event Lessee shall exercise this right of termination, the Lessee shall remove its fixtures, equipment, signs and advertising devices that have been erected or placed upon the demised premises, and shall return the demised premises to the Lessor, allowing to remain thereon all of the Lessee's improvements, made to the Lessor's land, including structures, fillings, grading hardtopping, curb cuts, and utilities, that have been brought to the demised land and that all such improvements shall become the property of the Lessor. Lessee further agrees that Lessee will satisfy all mortgages, liens and/or encumbrances against said improvements placed thereon by the Lessee,

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prior to, and as a further condition of, termination of lease. Upon any such termination, this lease shall terminate as though the termination were the date originally fixed as the end of the term.

8(b). Lessor agrees that all buildings, fixtures, equipment, signs and advertising devices referred to in this lease and which may be placed upon the described premises shall at all times and under all circumstances be considered personal property, and shall not be considered as affixed to or a part of the real estate, nor as property of the Lessor, and may be removed by the Lessee, the owner thereof or any party holding a security interest therein at any time. The Lessor further agrees to execute any and all documents and consents evidencing the aforesaid agreement. It is expressly understood and agreed, however, that the building and site improvements shall become the property of the Lessor at the end of the lease term and any extension or renewal thereof.

Lessor further agrees that it will, upon written demand by Lessee, execute such instruments as may be required at any time and from time to time to subordinate the rights and interests of Lessor in the fee to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter at any time placed on the premises herein demised, such mortgage or mortgages not to exceed the total sum of Two Hundred Ten Thousand and no/100 Dollars (\$210,000.00) on each of the parcels referred herein as Parcels Number 1(a), 1(b), 1(c), 1(a) and 2(b), and such mortgage or mortgages to be payable in full within the first twenty (20) years of the term herein created on each of the parcels described. If required by the lending institution Lessor further agrees to join in the execution of such mortgage documents as may be necessary. Lessor further agrees that the Lessee shall have the right to obtain a mortgage on the fee and leasehold interest herein created for the construction of the building and improvements required to conduct a business or businesses.

10. In the event that Lessee shall be able to mortgage its leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage or trust deed shall notify the Lessor in writing in the manner as provided for the giving of notice of the execution of such mortgage or trust deed and name and place for service of notice upon such mortgagee or holder of indebtedness, then, and in such event, Lessor hereby agrees for the benefit of such mortgagees or holders of indebtedness from time to time:

(a) That Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee from time to time.

(b) Such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election, option or privilege conferred upon Lessee by the terms of this lease.

(c) That, except for the right to terminate contained in Paragraph 5 and 7(a) of this lease, no right, privilege, option to cancel or terminate this lease available to Lessee shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.

(d) No liability for the payment of rental or the performance of any of Lessee's covenants and agreements hereunder shall attach to or be imposed upon any mortgagee, trustee under any trust deed,

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or holder of any indebtedness, secured by any mortgage or trust deed upon the leasehold estate, all such liability being hereby expressly waived by Lessor.

11. Lessor agrees, that upon written demand by Lessee, to execute such instruments as may be required from time to time to allow buildings to be erected or placed upon the demised premises wherein the Lessor waives any right, title and interest in said buildings or improvements, *EXCEPT WHERE SUBORDINATION OCCURS.*

12. The Lessor warrants and represents that it has a good and clear title in fee simple to the leased premises and that they are free and clear of all mortgages, easements, restrictions, reservations and other encumbrances except as provided in an annexed instrument, if any, signed by the parties. This lease shall be subject and subordinate to any mortgages or trust deeds to any bank or insurance company covering the leased premises if the Lessor shall promptly give the Lessee notice of the terms hereof and if the holder or any such mortgage or trust deed agrees in writing with the Lessee to furnish the Lessee with notices of default thereof and not to make the Lessee, if not in default hereunder, a part to any foreclosure of similar proceeding or to disturb its possession or enjoyment of the leased premises hereunder.

13. This lease shall become void and of no effect if the Lessee shall be unable to obtain the necessary permits, licenses and approvals from all public authorities for construction of the building or buildings to be erected by the Lessee, its sublessees, assignees or nominees and for the operation of any type of business, including a license to operate a seven (7) day business.

14. The Lessee shall have the right to assign this lease or to sublease the demised premises or any part thereof and without the consent of the Lessor, providing, however, that in all such instances, Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by Lessee.

15. If the Lessee defaults in the payment of the rent herein reserved or any installment thereof, or defaults in any of the covenants herein contained to be kept, observed and performed by the Lessee, and said default continues for one hundred twenty (120) days after written notice to the Lessee, the Lessor may at its option terminate this lease and Lessee may remove its property, including all fixtures, signs and equipment installed by it or on its behalf and shall also have the right to remove or change any particular features of the building or buildings on the leased premises irrespective of the degree or character of annexation to the realty, (all fixtures, signs and equipment being deemed at all times to be personal property), provided that any damage caused by any such removals or changes shall be repaired forthwith by the Lessee at the Lessee's expense. Lessee shall remain responsible for payment of any rent herein reserved in default.

16. One or more waivers of any covenant or condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant or condition or agreement, and the consent or approval by the Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent similar act, by the Lessee.

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17. Lessee shall procure and maintain, at its own expense, in the names of Lessor, Lessee, and Sub-lessee and Assignee, if any, prior to entry upon the leased premises, a policy or policies of general liability insurance against claims and damages in connection with the leased premises in amounts of not less than \$200,000 with respect to injuries or death suffered by any one person and not less than \$500,000 with respect to injuries or death suffered in any one accident for Parcels Numbered 1(a), 1(b), 1(c), 2(a) and 2(b) herein.

18. Provided also, and this lease is upon this condition, that if the leasehold hereby created shall be taken on execution, or by other process of law, and such execution or other process is not satisfied or discharged within sixty (60) days thereafter or prior to sale under said execution or other process, whichever occurs first, or if a trustee in bankruptcy shall be appointed to take charge of all or any part of the Lessee's property by a Court of competent jurisdiction, and such trustee in bankruptcy is not discharged within sixty (60) days of his appointment, and if any assignment shall be made by the Lessee of the Lessee's property for the benefit of creditors or if a receiver shall be appointed of the Lessee's property by a Court of competent jurisdiction and said receiver or assignee fails or neglects to pay the rent for a period of sixty (60) days, then and in any of said cases the Lessor lawfully may immediately or at any time thereafter and without demand or notice enter upon the premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming under or through the Lessee and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, of preceding breach of covenant, and upon such entry, this lease shall terminate; and the Lessee covenants that, in case of such termination or in case of termination under the provisions of statute by reason of the default of the Lessee, the Lessee will indemnify the Lessor during the remainder of the original term and of any extension thereof against all loss and damage suffered by reason of said termination.

19. The Lessor agrees to hold its remaining land, of which the leased premises form a part and also any other land owned or controlled by the Lessor within a radius of one (1) mile thereof, subject to restrictions, for the benefit of the Lessee and the leased premises; namely, that no part of the same shall be leased or used for any purpose that would conflict with Lessee's tenants, and that no improvement shall be erected on such land of the Lessor which will materially interfere with the visibility of the Lessee's shop or shops and its main sign to approaching automobile traffic travelling on the adjoining highways.

20. ~~Lessee shall have the right and option to purchase Parcel Number 1 and all improvements erected thereon, for the purchase price of Five Hundred Thousand and no/100 Dollars (\$500,000.00). Lessee shall have the further right to purchase Parcel Number 2 and all improvements erected thereon, for the purchase price of Four Hundred Thousand and no/100 Dollars (\$400,000.00) provided either option is exercised during the term of this lease by written notice to the Lessor. Lessee shall pay ten (10%) percent of the purchase price in cash upon the exercise of the option. Lessor shall within thirty (30) days of the exercise of said option deliver to the Lessee a deed for said property conveying a good, clear and marketable title, free and clear of all encumbrances. If there is any lien or encumbrance of record against the demised premises, lessee may elect to take the demised premises subject to any such lien or encumbrance and the amounts thereof, together with any interest or penalties accrued thereof or to accrue to the date of delivery of deed shall be deducted from the purchase price. Taxes, insurance,~~



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~~and any other prepaid or accrued charge customarily prorated shall be prorated to the date of delivery of deed. If Lessor's title is guaranteed by any title insurance company, Lessor shall furnish Lessee, at Lessor's expense, with a title policy in an amount equal to the purchase price, showing title in Lessee (or persons claiming through Lessee) subject only to the matters to which this sale is made subject or to acts of Lessee or persons claiming through Lessee.~~

Lessor grants Lessee the right of first refusal to purchase Parcel Number 1 and Parcel Number 2 at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which Lessor shall at any time during the term of this lease, or any renewal thereof, be ready and willing to accept. Lessor shall give Lessee written notice by certified mail of all of the terms, provisions and conditions contained in any such bona fide offer and Lessee shall have thirty (30) days from and after the receipt of such notice from Lessor in which to exercise Lessee's said right of first refusal for the purchase of the demised premises by notice in writing to Lessor. Such exercise of the right of first refusal for the purchase of the demised premises shall create a binding agreement between Lessor and Lessee for the sale and purchase of the demised premises upon such terms, provisions and conditions; ~~however, it is expressly understood and agreed that in no event shall the Lessee be required to pay a purchase price in excess of the stated amount of the option to purchase price referred to above.~~

21. The Lessor represents and warrants that it has good and clear title to the leased premises and that it is free from all encumbrances under which the Lessor's rights to possession may be affected, disturbed and terminated and that no mortgage or lien or other encumbrance will be placed against the demised premises prior to the recording of this Indenture of Lease or a memorandum of this lease. In states where title insurance may be acquired, the Lessor will obtain title insurance regarding the warranties contained in this paragraph. In states in which there is no available title insurance, the Lessor will furnish the Lessee with a certificate by either an attorney or recognized title examiner certifying to the representations contained in this paragraph. If within a reasonable time after the execution of this lease, an encumbrance is discovered that will affect the Lessee's right to possession, unless the Lessor in or within five (5) days after notice, has had said encumbrance removed, the Lessee at its option may terminate this lease and be relieved of any and all of its obligations contained thereunder.

22. The Lessor and Lessee expressly acknowledge and agree that the cost of the building or buildings to be constructed upon Parcels Number 1(a), 1(b), 1(c), 2(a) or 2(b) is to be financed or refinanced by means of funds to be acquired from a financing institution, and that said financing institution may require certain changes or modifications to the Lease in order to obtain the security it requires. The parties hereto agree to amend the Lease, as required by the financing institution, providing said amendment does not alter the period, the rental, and purposes for which the premises are to be used by Lessee. The Lessor covenants and agrees that in or within five (5) days of presentment of a written amendment by the Lessee as required under this paragraph, it will execute and deliver said amendment to the Lessee. The Lessor further covenants and agrees that if it does not execute and deliver said amendment within said five (5) days, the Lessee, at its option, may terminate this entire lease or terminate the lease only on Parcels Numbered 1(a), 1(b), 1(c), 2(a) or 2(b) by sending to the Lessor, in or within thirty (30) days thereafter, written notice of termination, terminating this Lease effective as of ten (10) days after the receipt

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of said notice. Termination by the Lessee under this paragraph shall relieve all the parties of their obligations under the terms of the Lease.

23. All notices hereunder by the Lessor to the Lessee shall be given by registered or certified mail, addressed to the Lessee at its principal office at 900 E. Kensington Avenue, Arlington Heights in the state of Illinois or to such other address as the Lessee may from time to time in writing give to the Lessor for this purpose; and all notices by the Lessee to the Lessor shall be given by registered or certified mail addressed to the Lessor at 1000 E. DuPage St., Park Ridge, Ill. or to such other address as the Lessor may from time to time give in writing to the Lessee for this purpose.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

LESSOR  
Donald Loucks  
Donald Loucks

Charlotte Loucks  
Charlotte Loucks

LESSEE  
THE DUNRAN CORPORATION  
By: Thomas G. Poulakidas - President  
Thomas G. Poulakidas - Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On the 10TH day of MARCH, 1972, before me came DONALD LOUCKS AND CHARLOTTE L. LOUCKS, to me known, who, being duly sworn, did depose and say \*that he is an officer of the corporation described in and executed the foregoing instrument, that he signed his name thereto and affixed the seal of the corporation and has delivered a copy of this instrument to the other party in accordance with the order of the Board of Directors of said corporation \*(he is the individual described in and who executed the foregoing instrument and acknowledged to him that he executed the same), before me,

Thomas G. Poulakidas  
Notary Public  
My commission expires 11/6/73

STATE OF ILL. )  
COUNTY OF COOK ) SS

On the 10th day of March, 1972, before me came Richard J. Marchek, Pres. & Thomas G. Poulakidas, Sec., to me known, who, being duly sworn, did depose and say \*that he is an officer of the corporation described in and executed the foregoing instrument, that he signed his name thereto and affixed the seal of the corporation and has delivered a copy of this instrument to the other party in accordance with the order of the Board of Directors of said corporation \*(he is the individual described in and who executed the foregoing instrument and acknowledged to him that he executed the same), before me,

My commission expires 11/11/78  
Thomas G. Poulakidas  
Notary Public

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MEMORANDUM OF LEASE

THIS INDENTURE OF LEASE, made this 10<sup>th</sup> day of

*March*

19 72, between DONALD LOUCKS AND CHARLOTTE L.

LOUCKS

, whose address is

*1000 E. Dundee Rd.*

Palatine, Ill. (hereinafter called collectively

"Lessor") and The Dunran Corporation

whose address is 33 North Dearborn Street, Chicago,

Illinois (hereinafter called "Lessee"),

W I T N E S S E T H :

1. The Lessor does hereby demise and lease to Lessee the following described premises in the City of County of Cook, State of Illinois, to-wit:

See legal description marked Exhibit "A" which is attached hereto and expressly made a part hereof.

2. TO HAVE AND TO HOLD the above described premises from the 1st day of March, 19 72, to the last day of February, 2002.

3. Lessor does further grant to Lessee the right, privilege and option to extend this lease for a period of ten (10) years from the date of expiration hereof, and the Lessor does further grant to Lessee the right, privilege and option to extend this lease for one successive period of ten (10) years upon the conditions that the previous option be first exercised.

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Parcel Number One is legally described as follows: parcel being in the southwest quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois.

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For purposes of description herein of Sections of Parcel 1 throughout the lease, the following shall be used:

Parcel Number 1(a). Commencing with the easterly property line of Parcel Number 1, thence westerly having a frontage on Dundee Road of 315 feet with a depth of 210 feet.

Parcel Number 1(b). Commencing with the westerly property line of Parcel Number 1(a) above, thence westerly having a frontage on Dundee Road of 315 feet with a depth of 210 feet.

Parcel Number 1(c). Commencing with the westerly property line of Parcel Number 1(b) above, thence westerly having a frontage on Dundee Road of 320 feet or fraction thereof, (but in any event completing the remainder of Parcel #1 above) with a depth of 210 feet.

Parcel Number Two is legally described as follows:

All that part of the N.W.  $\frac{1}{4}$  of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of said N.W.  $\frac{1}{4}$  981.70 feet East of the N.W. corner thereof; thence East along the North line of said N.W.  $\frac{1}{4}$ , being also the center line of Dundee Road, 185.50 feet, thence Southwesterly in a straight line which makes an angle with the last described course of 62 degrees and 45 minutes, as measured from West to Southwest, 410.50 feet to a point in the center line of Rand Road; thence Northwesterly along the center line of Rand Road 185.50 feet; thence Northeastly in a straight line which makes an angle of 104 degrees and 21 minutes, as measured from S.E. to East and N.E., 170.70 feet to the P.O.B., (excepting therefrom that part of the Northwesterly 17.0 feet (as measured along the center line of Rand Road) lying Southwesterly of a line drawn from a point on the Easterly line of the above described tract, 175 feet Southwesterly of the center line of Dundee Road to a point on the Westerly line of aforesaid tract, 117 feet Southwesterly of the center line of Dundee Road) and also (excepting therefrom those parts taken for Rand Road and Dundee Road), in Cook County, Illinois. - Fremd's First Addition, Lot 1, being a subdivision of the N.W.  $\frac{1}{4}$  of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point in the North line of said N.W.  $\frac{1}{4}$  (also being the center line of Dundee Road) 1167.20 feet East of the N.W. corner thereof; thence East along said North line (also being the center line of Dundee Road), 207.41 feet; thence Southwesterly to the center line of Rand Road, 622.0 feet Southeastly of the point of intersection of the center line of Rand Road and the North line of said Northwest  $\frac{1}{4}$  (also being the center line of Rand Road), as measured on the center line of Rand Road; thence Northwesterly along the center line of Rand Road, 100.0 feet; thence Northeastly to the P.O.B. (excepting therefrom those parts taken for Rand Road and Dundee Road.)

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*[Handwritten signature]*

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

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On the 16TH day of MARCH, 1972, before me came

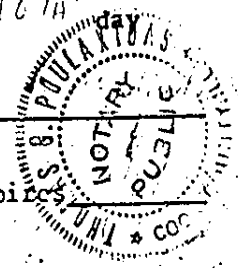
DONALD LUCKS AND CHARLOTTE L. LUCKS, who, being duly sworn, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16TH day of MARCH, 1972.

*Thomas P.*

Notary Public

My commission expires



STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On the 11th day of March, 1972, before me came

Richard J. Klarchek & Thomas G. Poulakidas to me known, who, being duly sworn, did depose and say that they are officers of the corporation described in and executed the foregoing instrument, that they signed ~~the~~ name thereto and affixed the seal of the corporation and has delivered a copy of this instrument to the other party in accordance with the order of the Board of Directors of said corporation \*(he is the individual described in and who executed the foregoing instrument and acknowledged to him that he executed the same), before me.

*Nancy J. Betts*  
Notary Public

My commission expires



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4. The said term and options are to be at a rental and on the terms set forth in an unrecorded lease agreement dated the same day as this Memorandum.

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5. All buildings, fixtures, equipment, signs and advertising devices referred to in the said unrecorded lease and which may be placed upon the demised premises shall at all times and under all circumstances be considered personal property and shall not be considered as affixed to or part of the real estate nor as the property of the lessor.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals.

LESSOR: Donald Loucks  
Donald Loucks

Charlotte Loucks  
Charlotte Loucks

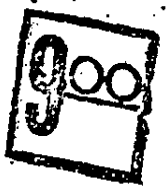
LESSEE: The Dunran Corporation

BY: [Signature]  
[Signature]  
[Circular Stamp: CORPORATION, ILLINOIS]

[Signature]

RECEIVED BY DEPT. OF REVENUE  
FILED FOR RECORD

1972 MAY 9 AM 11:21  
MAY-9-72 436765 • 21895280 A 9.10



MAIL

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THOMAS G. POULAKIDAS  
ATTORNEY AT LAW  
33 NORTH DEARBORN STREET  
CHICAGO 60602  
TELEPHONE 263-2270



Property of Cook County Clerk's Office

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## AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of MARCH, 1972

is by and between <sup>\* ANASTAS G. POULAKIDIS</sup> THOMAS G. POULAKIDAS, BERNARD F. O'NEILL, RICHARD J. KLARCHEK AND DONALD LOUCKS. <sup>\* CHARLOTTE LOUCKS</sup> The parties have reached and do hereby make on this date the following agreement:

1. The parties agree to enter into a realty trust at The Bank and Trust Company of Arlington Heights for the purpose of leasing two parcels of property legally described in Exhibit "A" which is attached hereto and expressly made a part hereof. Said trust shall be established within ten days of execution of Agreement.

2. The parties agree that each person shall receive twenty-five (25%) percent of all profits derived as a result of the property being subleased to a third party or parties. Profits as herein described shall constitute any capital left over after expenses have been deducted. Expenses are to consist of anything directly related to the property and the determination of these expenses shall be made mutually and only by <sup>POULAKIDAS</sup> ~~O'NEILL~~ and KLARCHEK.

3. Any losses incurred on the property shall first come out of the profits or, if no profits exist, the losses will be shared equally by the parties.

4. During the term of the lease, all decisions pertaining to tenants, types, terms and conditions of lease, shall be made mutually by <sup>POULAKIDAS</sup> ~~O'NEILL~~ and KLARCHEK only.

5. All profits, as defined, that result from the lease shall be paid to the parties quarterly.

6. Any party may sell its interest by notice to the remaining parties giving them the right of first refusal. The terms of any bona fide offer must be set forth in this notice and the remaining parties shall have <sup>SIXTY (60)</sup> ~~thirty (30)~~ days after the receipt of this notice in which to exercise the right of first

refusal, SUBJECT TO THE APPROVAL OF THE OTHER PARTIES HEREIN DESCRIBED.

\* HEREIN REFERRED TO AS ONE.



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7. At the option of the Executor, upon the death of any party, the parties hereby agree that the interest of the deceased party shall first be offered to the other three remaining parties and they shall have ~~thirty~~ <sup>SIXTY (60)</sup> ~~(30)~~ days in which to purchase this interest. If they do not elect to purchase this interest it may be sold to another party that is acceptable to the remaining three.

WITNESS THE HAND AND SEAL of the Undersigned the day and year above written.

*Thomas G. Poulakidas*  
 \_\_\_\_\_  
 Thomas G. Poulakidas.

*Bernard F. O'Neill*  
 \_\_\_\_\_  
 Bernard F. O'Neill

*Richard J. Klarchek*  
 \_\_\_\_\_  
 Richard J. Klarchek

*Donald Loucks*  
 \_\_\_\_\_  
 Donald Loucks

*Charlotte Loucks*  
 \_\_\_\_\_  
 CHARLOTTE LOUCKS

2. ANY AGREEMENT WHICH THE PARTIES MAKE PERTAINING TO THE PURCHASE, LEASE, OPTION OR SALE OF THE ARCO PROPERTY ADJACENT TO PARCEL 2A OR 2B, WHETHER IN THEIR NAME, LAND TRUST OR THEIR DESIGNATED NOMINEE, SHALL INURE TO THE BENEFITS OF ALL THE HEREIN PARTIES.

*Handwritten initials and marks*

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EXHIBIT "A"

## Legal Description

Parcel Number One is legally described as follows: A parcel being in the southwest quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois.

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For purposes of description herein of Sections of Parcel 1 throughout the lease, the following shall be used:


Parcel Number 1(a). Commencing with the easterly property line of Parcel Number 1, thence westerly having a frontage on Dundee Road of 315 feet with a depth of 210 feet.

Parcel Number 1(b). Commencing with the westerly property line of Parcel Number 1(a) above, thence westerly having a frontage on Dundee Road of 315 feet with a depth of 210 feet.

Parcel Number 1(c). Commencing with the westerly property line of Parcel Number 1(b) above, thence westerly having a frontage on Dundee Road of 320 feet or fraction thereof, (but in any event completing the remainder of Parcel #1 above) with a depth of 210 feet.

Parcel Number Two is legally described as follows:

All that part of the N.W.  $\frac{1}{4}$  of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of said N.W.  $\frac{1}{4}$  981.70 feet East of the N.W. corner thereof; thence East along the North line of said N.W.  $\frac{1}{4}$ , being also the center line of Dundee Road, 185.50 feet; thence Southwesterly in a straight line which makes an angle with the last described course of 62 degrees and 45 minutes, as measured from West to Southwest, 410.50 feet to a point in the center line of Rand Road; thence Northwesterly along the center line of Rand Road 185.50 feet; thence Northeasterly in a straight line which makes an angle of 104 degrees and 21 minutes, as measured from S.E. to East and N.E., 270.70 feet to the P.O.B., (excepting therefrom that part of the Northwesterly 17.0 feet (as measured along the center line of Rand Road) lying Southwesterly of a line drawn from a point on the Easterly line of the above described tract, 175 feet Southwesterly of the center line of Dundee Road to a point on the Westerly line of aforesaid tract, 117 feet Southwesterly of the center line of Dundee Road) and also (excepting therefrom those parts taken for Rand Road and Dundee Road), in Cook County, Illinois. Fremd's First Addition, Lot 1, being a subdivision of the N.W.  $\frac{1}{4}$  of Section 12, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point in the North line of said N.W.  $\frac{1}{4}$  (also being the center line of Dundee Road) 1167.20 feet East of the N.W. corner thereof; thence East along said North line (also being the center line of Dundee Road), 207.41 feet; thence Southwesterly to the center line of Rand Road, 622.0 feet Southeasterly of the point of intersection of the center line of Rand Road and the North line of said Northwest  $\frac{1}{4}$  (also being the center line of Rand Road), as measured on the center line of Rand Road; thence Northwesterly along the center line of Rand Road, 100.0 feet; thence Northeasterly to the P.O.B. (excepting therefrom those parts taken for Rand Road and Dundee Road.)



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## AMENDMENT

THIS AMENDMENT OF LEASE made this 24<sup>th</sup> day of April, 1972, by and between DONALD LOUCKS AND CHARLOTTE LOUCKS (hereinafter referred to as "Lessor") and DUNRAN CORPORATION (hereinafter referred to as "Lessee");

### W I T N E S S E T H :

WHEREAS, the parties have entered into a "lease of land" dated March 10, 1972 and as;

WHEREAS, the parties have agreed to amend and modify said lease of land;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1) The following Paragraph 24 shall be added to said lease and expressly become a part thereof:

"24. If any portion of the leased premises shall be taken or acquired by condemnation under the right of eminent domain, the monthly rental herein specified shall be reduced as of the date of the condemnation by an amount equivalent to one-twelfth of ten percent (1/12th of 10%) of the amount of the payment for discharge received by Lessor for such taking or acquisition. If such condemnation renders the leased premises substantially unusable for the operation of a retail business thereon, Lessee, at Lessee's option, by notice to Lessor, may:

(a) - terminate this lease at any time after having been required to surrender possession of the premises so condemned; or

(b) - retain possession of the remaining portion of the leased premises at the reduced rental as above ~~described~~ <sup>PROVIDED</sup>.

Irrespective of whether such condemnation affects all or part of the leased premises, Lessor and Lessee each shall have

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DAMAGES

Office  
PROVIDED  
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their respective rights to damages resulting therefrom and in addition and regardless of any option that Lessee may exercise under the prior provisions of this article 24, Lessee shall have all rights to damages to any buildings, improvements, trade fixtures and equipment erected, constructed or placed by Lessee, its successors, assigns, or nominees on the leased premises and affected by such condemnation. Should any abutting street, road or highway be elevated or depressed during the continuance of this lease in a manner rendering the leased premises less suitable to Lessee's retail businesses, Lessee may terminate this lease at any time within three (3) months after any such work is begun. Rental shall abate and cease to accrue on a pro rata basis at any time or times during which public or private <sup>work</sup> ~~road~~ prevents the usual access to the leased premises for the public ways bounding thereon."

*[Handwritten initials]*  
*[Handwritten initials]*  
 JMB

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written:

LESSOR

*[Handwritten signature]*  
*Charlotta L. Lucke*

LESSEE

DUNRAN CORPORATION

By *[Handwritten signature]*  
 President  
*Thomas J. Bulavich*



AMENDMENT

THIS AMENDMENT OF LEASE made this 30<sup>th</sup> day of June, 1972, by and between DONALD LOUCKS AND CHARLOTTE LOUCKS (hereinafter referred to as "Lessor") and DUNRAN CORPORATION (hereinafter referred to as "Lessee");

W I T N E S S E T H :

WHEREAS, the parties have entered into a "lease of land" dated March 10, 1972 and as;

WHEREAS, the parties have agreed to amend and modify said lease of land;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1) The following Paragraph 24 shall be added to said lease and expressly become a part thereof:

"24. If any portion of the leased premises shall be taken or acquired by condemnation under the right of eminent domain, the monthly rental herein specified shall be reduced as of the date of the condemnation by an amount equivalent to one-twelfth of ten percent (1/12th of 10%) of the amount of the payment for damages received by Lessor for such taking or acquisition. If such condemnation renders the leased premises substantially unusable for the operation of a retail business thereon, Lessee, at Lessee's option, by notice to Lessor, may:

(a) - terminate this lease at any time after having been required to surrender possession of the premises so condemned; or

(b) - retain possession of the remaining portion of the leased premises at the reduced rental as above provided.

Irrespective of whether such condemnation affects all or part of the leased premises, Lessor and Lessee each shall have

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their respective rights to damages resulting therefrom and in addition and regardless of any option that Lessee may exercise under the prior provisions of this article 24, Lessee shall have all rights to damages to any buildings, improvements, trade fixtures and equipment erected, constructed or placed by Lessee, its successors, assigns, or nominees on the leased premises and affected by such condemnation. Should any abutting street, road or highway be elevated or depressed during the continuance of this lease in a manner rendering the leased premises less suitable to Lessee's retail businesses, Lessee may terminate this lease at any time within three (3) months after any such work is begun. Rental shall abate and cease to accrue on a pro rata basis at any time or times during which public or private work prevents the usual access to the leased premises for the public ways bounding thereon."

2) On page one, paragraph one under "Legal Description" the following shall be stricken:

"Parcel Number One is legally described as follows: Parcel being in the South West quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois."

and in lieu thereof shall be inserted the following:

"Parcel Number One is legally described as follows: That part of the South West quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian described as follows: Beginning on the South line of said South West quarter of Section 1 at a point 869.97 feet East from the South West corner of said section 1, thence East along the South line of said Section 1, 950.53 feet to the South East corner of the West 30 acres of the East half of the South West quarter of section 1 thence North along the East line of said West 30 acres, 280.1 feet thence West parallel to the South line of said Section 1 950.7 feet thence South forming a North West angle to the section line of 89 degrees 46 minutes 30 seconds 280.1 feet to the place of beginning in the Town of Palatine, in Cook County, Illinois."

21 996 438

1972 JUL 31 AM 4 07

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99640864  
6.00

3) The following shall be added to the end of paragraph six and expressly become a part thereof:

"It is expressly understood and agreed by the parties hereto, that all taxes and assessments as referred to herein are to be paid by the Lessee and to be prorated to the date that the rental commences for each individual parcel. Prior to that time all taxes and assessments in connection with the property are to be paid by the Lessor."

4) The following shall be added to the end of Paragraph 17 and expressly become a part hereof:

"The Lessor agrees, however, to keep and maintain a policy or policies of general liability insurance against claims and damages in connection with the leased premises in amounts of not less than \$300,000.00 with respect to injury or death suffered by one person and not less than \$500,000.00 with respect to injuries or death suffered in any one accident on that portion of the premises for which the obligation to pay rent has not commenced, showing the lessees as an additional insured in said policies."

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written:

LESSOR

*Donald Loucks*

Donald Loucks

*Charlotte L. Loucks*

Charlotte Loucks

LESSEE

DUNRAN CORPORATION

By *Richard [Signature]*  
President

*Thomas J. [Signature]*  
Secretary

6.00



22 023 963

SECOND AMENDMENT

2 -

61-42-996

THIS AMENDMENT OF LEASE made this 18th day of August, 1972, by and between DONALD LOUCKS and CHARLOTTE LOUCKS (hereinafter referred to as "Lessor") and DUNRAN CORPORATION (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, the parties have entered into a "lease of land" dated March 10th, 1972 and as;

WHEREAS, the parties have agreed to amend and modify said lease of land;

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. The following Paragraph 24 shall be added to said lease and expressly become a part thereof:

"24. If any portion of the leased premises shall be taken or acquired by condemnation under the right of eminent domain, the monthly rental herein specified shall be reduced as of the date of the condemnation by an amount equivalent to one-twelfth of ten percent (1/12th of 10%) of the amount of the payment for damages received by Lessor for such taking or acquisition. If such condemnation renders the leased premises substantially unusable for the operation of a retail business thereon, Lessee, at Lessee's option, by notice to Lessor, may:

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## II

(a.) Terminate this lease at any time after having been required to surrender possession of the premises so condemned; or

(b.) Retain possession of the remaining portion of the leased premises at the reduced rental as above provided.

Irrespective of whether such condemnation affects all or part of the leased premises, Lessor and Lessee each shall have their respective rights to damages resulting therefrom and in addition and regardless of any option that Lessee may exercise under the prior provisions of this Article 24, Lessee shall have all rights to damages to any buildings, improvements, trade fixtures and equipment erected, constructed or placed by Lessee, its successors, assigns, or nominees on the leased premises and affected by such condemnation. Should any abutting street, road or highway be elevated or depressed during the continuance of this lease in a manner rendering the leased premises less suitable to Lessee's retail businesses, Lessee may terminate this lease at any time within three (3) months after any such work is begun. Rental shall abate and cease to accrue on a pro rata basis at any time or times during which public or private work prevents the usual access to the leased premises for the public ways bounding thereon."

2. On Page One (1), Paragraph One (1) under "Legal Description" the following shall be stricken:

"Parcel Number One is legally described as follows: Parcel being in the South West quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois."

and in lieu thereof shall be inserted the following:

"Parcel Number One is legally described as follows: That part of the South West quarter of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian described as follows: Beginning on the South line of said South West quarter of Section 1, at a point 869.97 feet East from the South West corner of said section 1, thence East along the South line of

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## III

said Section 1, 950.53 feet to the South East corner of the West 30 acres of the East half of the South West quarter of Section 1 thence North along the East line of said West 30 acres, 280.1 feet thence West parallel to the South line of said Section 1, 950.7 feet thence South forming a North West angle to the section line of 89 degrees 46 minutes 30 seconds 280.1 feet to the place of beginning (excepting the South 70 feet thereof) in the Town of Palatine, in Cook County, Illinois."

3. The following shall be added to the end of Paragraph Six (6) and expressly become a part thereof:

"It is expressly understood and agreed by the parties hereto, that all taxes and assessments as referred to herein are to be paid by the Lessee and to be prorated to the date that the rental commences for each individual parcel. Prior to that time all taxes and assessments in connection with the property are to be paid by the Lessor."

4. The following shall be added to the end of Paragraph 17 and expressly become a part hereof:

"The Lessor agrees, however, to keep and maintain a policy or policies of general liability insurance against claims and damages in connection with the leased premises in amounts of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) with respect to injury or death suffered by one person and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with respect to injuries or death suffered in any one accident on that portion of the premises for which the obligation to pay rent has not commenced, showing the Lessees as an additional insured in said policies."

IN WITNESS WHEREOF, the said parties have hereunto

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IV

set their hands and seals the day and year first above written:

LESSOR:

*Donald Loucks*

DONALD LOUCKS

*Charlotte P. Loucks*

CHARLOTTE LOUCKS

LESSEE:

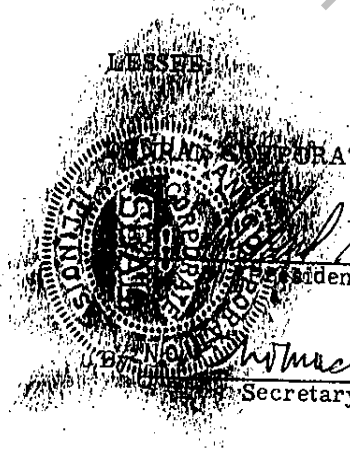
THAT CORPORATION

*Edward Nordstrom*

President

*Thomas P. Bulankin*

Secretary



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

AUG 22 '72 2 30 PM

*Henry H. Clark*  
REC'D FOR DEEDS

22023963

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THIS AMENDMENT TO LEASE made this 21<sup>st</sup> day of August, 1973 by and between Donald Loucks and Charlotte L. Loucks of Palatine, Illinois, hereinafter called the "LESSOR" and The Dunran Corporation, hereinafter called the "LESSEE".

## W I T N E S S E T H

WHEREAS, the parties hereto did on the 10th day of March, 1972, enter into a lease for the premises more particularly described in said indenture of lease; and

WHEREAS, the parties have agreed to certain amendments and modifications to said lease.

NOW, THEREFORE, for one (\$1.00) dollar and other valuable consideration, it is agreed by and between the parties as follows:

1. Paragraph 7 of said lease shall be amended as follows:

"The date referred to in 7.(a) shall be stricken and in place thereof will be inserted August 31, 1974."

"The date referred to in 7.(b) shall be stricken and in place thereof will be inserted February 28, 1976."

"The date referred to in 7.(c) shall be stricken and in place thereof will be inserted August 31, 1977."

"The date referred to in 7.(d) shall be stricken and in place thereof will be inserted February 28, 1974."

"The date referred to in 7.(e) shall be stricken and in place thereof will be inserted August 31, 1975."

2. The following Paragraph 24 shall be added to said lease and expressly become a part thereof:

24. The LESSOR and LESSEE do mutually agree that the sewer installation contract signed by LESSOR dated July \_\_\_\_, 1973 for an expenditure of \$11,000.00 is to be paid by the LESSEE out of the Denny's Restaurant construction funds.

3. The following Paragraph 25 shall be added to said lease and expressly become a part thereof:

25. It is understood and agreed that except where subparcels are specifically or expressly referred to in the said Lease of Land the provisions of the said Lease of Land shall apply and be applied separately to each subparcel of the demised premises. It is further agreed that a default in the performance of the terms of the said Lease with respect to one or more but not all of the said parcels shall not constitute a default of the entire Lease nor shall it constitute a default with respect to any of the other subparcels.

4. Nothing in this amendment shall alter, change, vary or amend any of the other terms and conditions.

LESSOR: DONALI LOUCKS AND CHARLOTTE L. LOUCKS

By Ronald Loucks

By Charlotte Loucks

LESSEE: THE DUNRAN CORPORATION

By Richard J. Standaert, President

By Thomas A. Boulakuba, Secy

By \_\_\_\_\_

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STATE OF ILLINOIS )  
  ) SS:  
COUNTY OF COOK    )

I, DARLENE FREEMAN, a Notary Public, in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that  
DONALD LOUCKS and CHARLOTTE L. LOUCKS, His Wife, are  
personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that they signed, sealed and delivered  
the said instrument as their free and voluntary act, for the uses and  
purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of  
August, 1973.

*Darlene Freeman*  
\_\_\_\_\_  
NOTARY PUBLIC

Commission expires November 30th, 1974.

Property of Cook County Clerk's Office

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## THIRD AMENDMENT

THIS AMENDMENT OF LEASE made this 2nd day of April, 1974, by and between DONALD LOUCKS and CHARLOTTE LOUCKS (hereinafter referred to as "Lessor") and DUNRAN CORPORATION (hereinafter referred to as "Lessee");

### W I T N E S S E T H:

WHEREAS, the parties have entered into a "lease of land" dated March 10th, 1972 and as;

WHEREAS, the parties have agreed to amend and modify said lease of land;

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. That Paragraph 9 of said lease be and is hereby amended to read as follows:

9. Lessor further agrees that it will, upon written demand by Lessee, execute such instruments as may be required at any time and from time to time to subordinate the rights and interests of Lessor in the fee to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter at any time placed on the premises herein devised, such mortgage or mortgages not to exceed the total sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) on each of the parcels referred herein as Parcels Number 1(a), 1(b), 1(c), 2(a) and 2(b), and such mortgage or mortgages to be payable in full within the first thirty (30) years of the term herein created on each of the parcels described. If required by the lending institution Lessor further agrees to join in the execution of such mortgage documents as may be necessary. Lessor further agrees that the Lessee shall have the right to obtain a mortgage on the fee and leasehold interest herein created for the construction of the building and improvements required to conduct a business or businesses.

2. That Paragraph 10 (c) of said lease be and is hereby amended to read as follows:

10(c) That, except for the right to terminate contained in Paragraph 7 of this lease, no right, privilege, option to cancel or terminate this lease available to Lessee shall be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.

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IN WITNESS WHEREOF, the said parties have set their hands and seals the day and year first above written.

LESSOR:

Ronald Loucks  
DONALD LOUCKS

Charlotte P. Loucks  
CHARLOTTE LOUCKS

LESSEE:

DUNRAN CORPORATION

By: [Signature]  
President

By: [Signature]  
Secretary

Property of Cook County Clerk's Office



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## FOURTH AMENDMENT

THIS AMENDMENT TO LEASE made this 24th day of February, 1975  
by and between Donald Loucks and Charlotte Loucks of Palatine, Illinois  
hereinafter called the "LESSOR" and Dunran Corporation of 33 North  
Dearborn, Chicago, Illinois hereinafter called the "LESSEE".

W I T N E S S E T H :

WHEREAS, the parties hereto did on the 19th day of March,  
1972 enter into a lease of land and;

WHEREAS, the parties have agreed to certain amendments and  
modifications to said lease.

NOW, THEREFORE, for ten (\$10.00) dollars and other valuable  
consideration, it is agreed by and between the parties as follows:

Paragraph 7 of said lease shall be amended as follows:

1. "The dates referred to in Paragraph 7(a), 7(b) and 7(c) shall be stricken and in place thereof shall be inserted December 31, 1980".
2. "The dates referred to in Paragraph 7(d) and 7(e) shall have been deemed to have been met and Lessors rights to terminate under these paragraphs shall be void and of no further force and effect.

In all other respects the Lease remains unchanged and in  
full force and effect.

WITNESS:

B. Drull  
\_\_\_\_\_

LESSOR:

Donald Loucks  
Donald Loucks  
Charlotte L. Loucks  
Charlotte Loucks

WITNESS:

Betty Sykes  
Betty Sykes

LESSEE:

R. J. Klarchek  
Dunran Corporation, R. J. Klarchek, President  
Thomas S. Poulakides, Secretary

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**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
Donald L. Loucks  
Route 1, Box 506B  
Cedar Creek, Texas 78612

4a. Article Number  
P 126 169 235

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

5. Received By: (Print Name)  
D. Loucks

6. Signature: (Addressee or Agent)  
*[Signature]*

7. Date of Delivery  
5/22/99

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt


UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

★ ★ ★ ★ ★ U S A ★ ★ ★ ★ ★

 Alexander Poulakidas  
161 N Clark St Ste 2900  
Chicago, IL 60601

Property of Cook County Clerk's Office

Thank you for using Return Receipt Service

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
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- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mrs. Barbara L. Wallace  
176 Bradwell Road  
Barrington, Illinois 60010

4a. Article Number

P 126 169 236

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

5-19

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X B Wallace

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

★ ★ ★ ★ ★ U S A ★ ★ ★ ★ ★  
  
Alexander Poulakidas  
161 N Clark St Ste 2900  
Chicago, IL 60601



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- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: American National Bank & Trust Co. of Chgo, Successor Trustee to NBD Bank as Trustee U/T 1544 dated 9/1/77, 111 East Busse Avenue, Lower Level, Mt. Prospect, IL. 60056

4a. Article Number  
P 126 169 220

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

7. Date of Delivery

MAY 21 1999

5. Received By: (Print Name)

*Yord McFee*

6. Signature: (Addressee or Agent)

*Y. McFee*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt


Thank you for using Return Receipt Service.

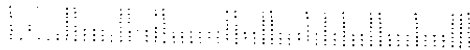
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

\*\*\*\*\* U S A \*\*\*\*\*  
 Alexander Poulakidas  
161 N Clark St Ste 2900  
Chicago, IL 60601



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Is your RETURN ADDRESS completed on the reverse side?

### SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
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- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: American National Bank & Trust Co. of Chicago Successor Trustee to NBD Bank as Trustee U/T #1546 dated 9/1/77, 111 E. Busse Ave. Lower Level, Mt. Prospect, IL. 60056

4a. Article Number  
P 126 169 234

- 4b. Service Type
- Registered
  - Express Mail
  - Return Receipt for Merchandise
  - Certified
  - Insured
  - COD

7. Date of Delivery  
5-19-95

5. Received By: (Print Name)  
M. GORD

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)  
X

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •



Alexander Poulakidas  
161 N Clark St Ste 2900  
Chicago, IL 60601

Property of Cook County Clerk's Office

April 29, 1999

**CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL**

Mrs. Barbara L. Wallace  
176 Bradwell Road  
Barrington, Illinois 60010

Mrs. Joan M. O'Neill  
679 Walden Drive  
Palatine, Illinois 60067

Mr. Alexander G. Poulakidas  
1051 Chatham Drive  
Palatine, Illinois 60067

**NOTICE TO ALL OF THE DIRECTORS OF  
THE DUNRAN CORPORATION**

You and each of you are hereby notified that there will be a Special Meeting of the Board of Directors of the Dunran Corporation pursuant to its by-laws at the request of two (2) of the Directors, namely; Joan M. O'Neill and Alexander G. Poulakidas and the Special Meeting of the Board of Directors of the Dunran Corporation will be held on the 15th day of May, 1999, at 1051 Chatham Drive, Palatine, Illinois 60067, at 10:00 A.M., for the following purposes:

1. To approve the Enterprise Car Rental Lease;
2. To reconfirm the extension of the original Dunran Lease dated March 10, 1972 expiring February 28, 2002 by once again sending letters reconfirming the extension of the exercise of the said Lease Options for the first ten (10) year option period and then exercising the second option period thirty (30) days or so later reconfirming the exercise of the remaining ten (10) year option period

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Page 2  
April , 1999

all pursuant to the provisions in the original Lease thereby extending the term of the Lease to February 28, 2002 and then to February 28, 2022, and that said Notices be sent to Barbara L. Wallace and Donald A. Loucks, Individually and as Co-Trustees of the Charlotte L. Loucks Revocable Trust and the Donald Loucks Revocable Trust, and as Co-Beneficiaries to the Land Trusts, hereinafter set forth, NBD Bank, Successor Trustee to NBD Trust Company of Illinois, Successor Trustee to The Bank and Trust Company of Arlington Heights, a Corporation of Illinois, as Trustee under Trust Agreement dated September 1, 1977 and known as Trust Number 1544 and NBD Bank, Successor Trustee to NBD Trust Company of Illinois, Successor Trustee to The Bank and Trust Company of Arlington Heights, a Corporation of Illinois, as Trustee under Trust Agreement dated September 1, 1977 and known as Trust Number 1546, as Successor parties in title to Donald Loucks and Charlotte L. Loucks.

3. To discuss the retirement of the mortgage within thirty (30) years of March 10, 1972 by one of the following methods or alternatives:
  - a) Suspend all payments except for the ground lease rents and use all monies to retire the debt and to so continue until the debt is retired.
  - b) Cut all pro rata payments to Shareholders in half except for the ground lease rents and use the other half of the money to retire the debt and by pre-paying a portion from current reserves.
  - c) Seeking an agreement from all Shareholders to pre-pay the entire debt pro rata based on the percentage of shares owned by the individual Shareholders.
  - d) Extend the period to pay the mortgage debt by Agreement with the Lessor's Successors commensurate with the options to extend the Lease or in any other fashion and by not disturbing the present payments being made.
4. To set a date by the Board of Directors for the next annual meeting of the Shareholders of the Corporation for the purpose of electing Directors and the transaction of such other business

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Page 3  
April , 1999

that may come before the meeting including the Annual Meeting of the Board of Directors immediately following the Shareholders' meeting for the election of officers as provided by the By-Laws.

5. To discuss the extension of the Dunkin' Donuts Lease per the letter received from Mr. Peter Workman, Allied Domecq Retailing USA on April 16, 1999.

DATED: APRIL 27, 1999

  
JOAN M. O'NEILL  
Director

  
ALEXANDER G. POULAKIDAS  
Director

Property of Cook County Clerk's Office



Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

**Barbara L. Wallace**  
**176 Bradwell Road**  
**Barrington, Illinois 60010**

4a. Article Number

**P 126 169 204**

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

Date of Delivery

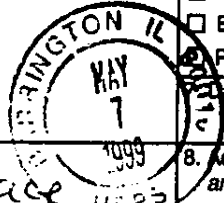
5. Received By: (Print Name)

*Barbara Wallace*

6. Signature: (Addressee or Agent)

*X B Wallace*

8. Addressee's Address (Only if requested and fee is paid)



PS Form 3811, December 1994

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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- Complete items 3, 4a, and 4b.
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- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

**Barbara L. Wallace**  
**176 Bradwell Road**  
**Barrington, Illinois 60010**

4a. Article Number

**P 126 169 204**

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

Date of Delivery

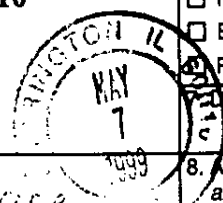
5. Received By: (Print Name)

*Barbara Wallace*

6. Signature: (Addressee or Agent)

*X B Wallace*

8. Addressee's Address (Only if requested and fee is paid)



PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

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Is your RETURN ADDRESS completed on the reverse side?

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I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
**Mrs. Barbara L. Wallace**  
 · 176 Bradwell Road  
 Barrington, IL. 60010

4a. Article Number  
**P 047 755 918**

- 4b. Service Type
- Registered  Certified
  - Express Mail  Insured
  - Return Receipt for Merchandise  COD

7. Date of Delivery

5-1

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

*Barbara L. Wallace*

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

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UNITED STATES POSTAL SERVICE

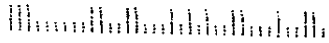


First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10

• Print your name, address, and ZIP Code in this box •



Mr. Alexander Poulakidas  
 161 N Clark St Ste 2900  
 Chicago, IL 60601



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Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
**Mrs. Joan M. O'Neill**  
**679 Walden Drive**  
**Palatine, Illinois 60067**

4a. Article Number  
**P 126 169 202**

- 4b. Service Type
- Registered
  - Express Mail
  - Return Receipt for Merchandise
  - Certified
  - Insured
  - COD

7. Date of Delivery  
**5-1-99**

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

*X Joan M O'Neill*

PS Form 3811, December 1994

Domestic Return Receipt

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •



Mr. Alexander Poulakidas  
161 N Clark St Ste 2900  
Chicago, IL 60601

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**MINUTES OF THE  
SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
OF THE DUNRAN CORPORATION  
ON SATURDAY, MAY 15, 1999  
PURSUANT TO NOTICE**

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A Special Meeting of the Board of Directors of the Dunran Corporation was held at 10:00 A.M. at 1051 Chatham Drive, Palatine, Illinois 60067 pursuant to previous written notice.

The following Directors were present in person:

Joan M. O'Neill  
Alexander G. Poulakidas

Also present at the Special Meeting of the Dunran Corporation were the following individuals:

Angelos G. Poulakidas, A Shareholder of the Corporation

John D. Keonen, Joan M. O'Neill's Personal Attorney

When the notice of the meeting was mailed, a separate letter was also mailed inviting all of the Shareholders to attend this meeting.

Barbara L. Wallace, the President and the third (3rd) Director of the Corporation was not in attendance at 10:00 A.M.

Those in attendance decided to wait until 10:30 A.M. to see if she would appear but she did not appear as of 10:30 A.M.

Prior to the commencement of any business, it was decided that Joan M. O'Neill should drive to Barbara L. Wallace's home to inquire whether she planned to attend the

meeting. Joan M. O'Neill did so and upon her return, she reported that Barbara L. Wallace stated that she was too busy to attend the meeting.

It was noted that over the last several months, Barbara L. Wallace, has not responded to telephone calls, written correspondence and meetings concerning the Enterprise Leasing Company of Chicago proposed Lease and other important matters that have to be addressed by the Corporation including the request for a Lease Extension by Allied Domecq, the Parent Company of Dunkin' Donuts. The Corporation needs the President of the Corporation to preside over the day to day business and lacking in that, it was decided that it would be in the best interest of the Dunran Corporation to remove Barbara L. Wallace as President.

Alexander G. Poulakidas then moved to remove Barbara L. Wallace, as President and nominated Joan M. O'Neill to be President of the Corporation. The motion was seconded by Joan M. O'Neill and carried; it was

**RESOLVED**, that Barbara L. Wallace, be and she, is hereby removed as President of the Corporation and that Joan M. O'Neill, be and she, is hereby elected President of the Corporation.

Thereafter, Joan M. O'Neill was chosen Chairman of the meeting and Alexander G. Poulakidas was chosen as Secretary of the meeting.

The first order of business was the approval of the Enterprise Leasing Company of Chicago proposed Lease.

On motion duly made by Alexander G. Poulakidas and seconded by Joan M. O'Neill and carried; it was

**RESOLVED**, that the Corporation accept the Enterprise Leasing Company of Chicago Lease when it is presented in the form discussed and for the rentals previously discussed pursuant to a copy previously sent to all members of the Dunran Corporation, and as then amended by the Attorney for Enterprise Leasing Company of Chicago.

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It is to be noted that Enterprise Leasing Company of Chicago has not tendered its amended lease and that they are asking that the Fee Title Holder consent to the lease and if such a consent is withheld, they have indicated that they will not lease the property.

Thereafter, Alexander G. Poulakidas moved that he be given authority to exercise the options extending the Lease of the Dunran Corporation from March 1, 2002 through February 28, 2012 and that thereafter for a period of not less than thirty (30) days that Alexander G. Poulakidas be given the authority to exercise the option to extend the Lease further from March 1, 2012 to February 28, 2022.

This exercise of the Option once again is to clarify that Notice will be given to all individuals, beneficiaries, co-beneficiaries, land trusts and such other entities that succeeded to the interests of Donald Loucks and Charlotte Loucks, now deceased, and that said notices be sent by Certified Mail, Return Receipt Requested and Regular Mail.

After a short discussion and on the motion of Alexander G. Poulakidas which was seconded by Joan M. O'Neill and carried; it was

**RESOLVED** that Alexander G. Poulakidas be given the authority on behalf of the Dunran Corporation to exercise the options as set forth hereinabove.

The next order of business discussed was whether or not the Dunran Corporation should payoff the existing mortgage and if so which of the options was to be utilized:

- a) Suspend all payments except for the ground lease rents and use all monies to retire the debt and to so continue until the debt is retired.
- b) Cut all pro rata payments to Shareholders in half except for the ground lease rents and use the other half of the money to retire the debt and by pre-paying a portion from current reserves.

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- c) Seeking an agreement from all Shareholders to pre-pay the entire debt pro rata based on the percentage of shares owned by the individual Shareholders.
- d) Extend the period to pay the mortgage debt by Agreement with the Lessor's Successors commensurate with the options to extend the Lease or in any other fashion and by not disturbing the present payments being made.

A general discussion was had concerning this subject but no decision was made as to which option was to be chosen. The decision was left for a later meeting.

The next order of business discussed at the meeting was the date for the Annual Meeting of the Shareholders which was not held on the 3rd Monday in January of 1999 and upon the motion of Alexander G. Poulakidas and seconded by Joan M. O'Neill and carried; it was

**RESOLVED** that the annual meeting of the Shareholders of the Corporation be held on June 19, 1999 at 10:00 A.M. at 1051 Chatham Drive, Palatine, Illinois 60067, and that notice be given to all members of the Dunran Corporation, setting forth the purpose of the meeting to elect Directors for the ensuing year and to transact such other business that may come before the meeting.

**FURTHER RESOLVED** that notice be given to all members of the Corporation that immediately following the meeting of the Shareholders at about 10:30 A.M. at 1051 Chatham Drive, Palatine, Illinois 60067, there will be held the annual meeting of the Board of Directors of the Dunran Corporation for the purpose of electing officers for the ensuing year and to transact such other business that may come before the meeting.

The last order of business was the matter of the approval or non-approval of the request by Allied Domecq, Parent Company of Dunkin' Donuts to extend their lease. A motion was made by Alexander G. Poulakidas and seconded by Joan M. O'Neill and carried; it was

**RESOLVED** that the extension requested by Allied Domecq, be and the same is hereby granted and that Alexander G. Poulakidas notify Allied Domecq that their proposed extension was accepted and that said Alexander G. Poulakidas secure the extension to be prepared by Allied Domecq.

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The Secretary was then instructed to insert a copy of the letter proposing the extension from Allied Domecq for the Dunkin' Donuts lease immediately following the minutes of this meeting.


There being no other further business coming before the meeting and on motion made by Alexander G. Poulakidas and seconded by Joan M. O'Neill and carried; it was

**RESOLVED** that the meeting be adjourned.

DATED: May 15, 1999  
Palatine, Illinois

  
ALEXANDER G. POULAKIDAS  
Secretary of the Meeting

AGP/lmd

Approved  
  
June 19, 1999

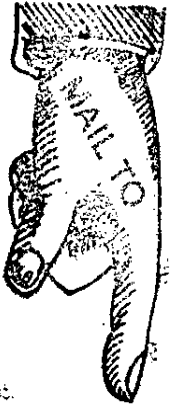


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**RETURN TO:**

**ALEXANDER G. POULAKIDAS**  
Attorney at Law  
161 North Clark Street - Suite 2900  
Chicago, Illinois 60601