

STANDARD FORM
NON-DISTURBANCE ATTORNMENT AND
SUBORDINATION AGREEMENT
(MORTGAGE / DEED OF TRUST)



THIS AGREEMENT, dated February 12, 2001 is by and between Success National Bank (the "Mortgagee") and Boston Market Corporation, a Delaware corporation, formerly known as Golden Restaurant Operations, Inc., a Delaware corporation ("Assignee") having its offices at One McDonald's Plaza, Oak Brook, Illinois 60523.

PRELIMINARY STATEMENTS

A. BC Great Lakes, LLC, a Delaware corporation ("Lessee") is the tenant pursuant to a lease described on Exhibit P, attached ("Lease") with Cole Taylor, as Trustee under Trust Agreement known as 42781336 ("Lessor") of the premises ("Premises"), described in Exhibit A.

B. Mortgagee holds a mortgage or deed of trust ("Mortgage") on the Premises or a portion of the Premises. The Mortgage is dated September 23, 1999 and is recorded October 4, 1999 as Document No. 99938597.

C. Lessee and Assignee have entered into an Asset Purchase Agreement dated as of November 30, 1999 ("Purchase Agreement") in which Lessee agreed to sell, transfer and assign the Lease to Assignee.

D. Assignee and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Standard Form Non-Disturbance, Attornment and Subordination Agreement.

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First American Title
Order # ACCOMMODATION
COMMERCIAL

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Mortgagee and Assignee agree as follows:

1. Provided the Lease is in full force and effect and Assignee is not in default under the Lease (beyond any period given Assignee to cure the defaults), then:

(a) Assignee's right of possession to the Premises and Assignee's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note which it secures. Further, Assignee shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of Assignee under the Lease, and Assignee covenants and agrees to attorn to Mortgagee, or

such person, as its new landlord, and the Lease shall continue in full force and effect as a direct Lease between Assignee and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall the Mortgagee or such person be:

- (i) liable for any act or omission of Lessor;
- (ii) subject to any offsets or deficiencies which Assignee might be entitled to assert against Lessor;
- (iii) bound by any payment of rent or additional rent made by Assignee to Lessor for more than one month in advance.

2. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, Assignee agrees to execute and deliver to Mortgagee or to any person to whom Assignee agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

MORTGAGEE: SUCCESS NATIONAL BANK ASSIGNEE: Boston Market Corporation

By: [Signature]
V.P.

By: [Signature]
Catherine A. Griffin, Vice President

ATTEST:

[Signature]

ATTEST:

[Signature]
Joseph R. Thomas, Vice President

WITNESS:

[Signature]
[Signature]
Cherie L. Ferrell
(print name)

WITNESS:

[Signature]
[Signature]
Judith L. Lemm
(print name)

(ATTACH ACKNOWLEDGMENTS OF ALL SIGNATURES AND EXHIBIT A)

Prepared by and Return to:

Catherine A. Griffin
U.S. Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523



Property of Cook County Clerk's Office

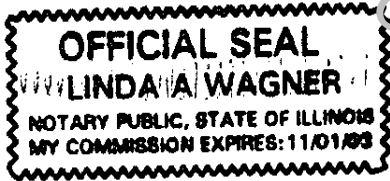
BOSTON MARKET CORPORATION
ACKNOWLEDGEMENT
(Attestation)

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, **Linda A. Wagner**, a Notary Public in and for the county and state aforesaid, DO
HEREBY CERTIFY that **Catherine A. Griffin, Vice President**, and **Joseph R. Thomas,**
Vice President, of Boston Market Corporation, a Delaware corporation, who are personally
known to me to be the same persons whose names are subscribed to the foregoing instrument
as such **Vice President and Vice President** appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as their free and
voluntary act as such **Vice President and Vice President**, as the free and voluntary act of
said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of January, 2001.



Linda A. Wagner

Notary Public

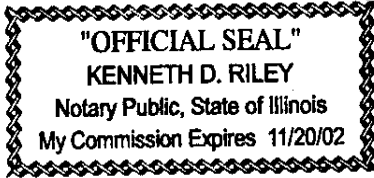
My commission expires November 1, 2003

Property of Cook County Clerk's Office

STATE OF IL :
COUNTY OF COOK : SS

I, Kenneth D Riley, a Notary Public in and for said County in said State, hereby certify that Carly Lagurato and Francis Gordon, whose names as (Vice) President and (Assistant) Secretary, respectively, of Success NAT'L BANK, a FINANCIAL corporation, are signed to the foregoing Non-Disturbance, Attornment and Subordination Agreement, who are known to me and who, being by me duly sworn and acknowledged before me on this date that, being informed of the contents of the Non-Disturbance, Attornment and Subordination Agreement, they, as such officers and with full authority and on behalf of said corporation by authority of its Board of Directors, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed, and they certified that this instrument is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the corporation, and that the seal affixed to said instrument is the seal of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 9th day of FEBRUARY, 2001.



[Signature]
NOTARY PUBLIC

My Commission Expires: 11-20-02

[Notarial Seal]

[APPLICABLE STATE FORM TO BE SUBSTITUTED]

Property of Cook County Clerk's Office

LEGAL DESCRIPTION

Situated in the city of Chicago, Cook County, Illinois, described as:

Parcel 1:

Commencing at the intersection of the north line of the south 1/2 of the south east 1/4 of the northeast 1/4 of the northeast 1/4 of section 30, township 40 north, range 14 with the east line of section 30, township 40 north, range 14; then run west along said north line 50.00 feet; then run south along a line 50.00 feet west of and parallel with said east line, being the west right of way line of North Ashland Avenue 33.00 feet to its intersection with the south right of way line of West Nelson Street being a line 33.00 feet south of and parallel with said north line of the south 1/2 of the south east 1/4 of the northeast 1/4 of the northeast 1/4 for a point of beginning; then continue south along said west right of way line 100.00 feet; then run west 100.00 feet along a line 133.00 feet south of and parallel with said north line of the south 1/2 of the south east 1/4 of the northeast 1/4 of the northeast 1/4; then run north 100.00 feet along a line 150.00 feet west of and parallel with said east line of section 30, township 40 north, range 14 to its intersection with the south right of way line of West Nelson Street; then run east 100.00 feet along said south right of way line to the place of beginning, in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 as created by Grant of Easement dated March 15, 1983 and filed March 25, 1983 as document number LR3299769 made by La Salle National Bank as Trustee Under Trust Agreement Dated January 19, 1982 and known as Trust Number 104632 to Walgreen Co. a corporation of Illinois, as amended by First Amendment to Easement Dated April 10, 1995 and recorded May 31, 1995 as Document 95352134 for ingress and egress for vehicular and pedestrian passage and for ingress and egress for the purpose of connecting existing drainage and utility facilities and constructing new utility facilities over the following described land:

Commencing at the intersection of the north line of the south 1/2 of the south east 1/4 of the northeast 1/4 of the northeast 1/4 of section 30, township 40 north, range 14 with the east line of section 30, township 40 north, range 14 run west along said north line 50.00 feet; then run south along a line 50.00 feet west of and parallel with said east line, being the west right of way line of North Ashland Avenue, 33.00 feet to its intersection with the south right of way line of West Nelson Street for a point of beginning; then continue south along said west right of way line of North Ashland Avenue 266.27 feet to its intersection with the north line of

West Wellington Street; then run westerly along the north line of West Wellington Street 577.47 feet to its intersection with the east line of North Paulina Street; then run northerly along the east line of North Paulina Street 266.36 feet to its intersection with the south line of West Nelson Street; then run easterly along the south line of West Nelson Street 577.17 feet to its intersection with the west line of North Ashland Avenue being the place of beginning,

Excepting the following parcels therefrom:

The north 100 feet of the easterly 100 feet, the south 100 feet of the easterly 80 feet, the west 234.20 feet of the east 349.05 feet of the south 70.10 feet, and the west 175.00 feet, all in Cook County, Illinois

And for ingress and egress for the purpose of relocating the driveway restriping the parking areas and constructing, erecting, installing, maintaining and repairing all parking, lighting, curbs, islands, sidewalks, landscaping and other improvements and other facilities over the following described land:

Commencing at the intersection of the north line of the south 1/2 of the south east 1/4 of the northeast 1/4 of the northeast 1/4 of section 30, township 40 north, range 14 with the east line of section 30, township 40 north, range 14, run west along said north line 50.00 feet; then run south along a line 50.00 feet west of and parallel with said east line, being the west right of way line of North Ashland Avenue 55.00 feet to its intersection with the south right of way line of West Nelson Street for a point of beginning; then continue south along said west right of way line of North Ashland Avenue 166.27 feet; then run westerly along a line parallel with the south right of way line of West Nelson Street 170.00 feet; then run northerly 166.27 feet along a line parallel with the west right of way line of North Ashland Avenue to its intersection with the south right of way line of West Nelson Street; then run easterly 170.00 feet along the south right of way line of West Nelson Street to its intersection with the west right of way line of North Ashland Avenue, being the place of beginning, excepting the northerly 100.00 feet of the easterly 100.00 feet therefrom, all in Cook County, Illinois and for ingress and egress for the purpose of installing, maintaining, operating and servicing the 3 light, standards shown within the area outlined in red on Exhibit C-1 to said grant of easement.

AAFS11116890.2-014194-00071

EXHIBIT B

Location: 3200 North Ashland
Chicago, Illinois
Boston Market Unit #2520

LEASE

Date of Lease: July 22, 1997

Lessor: Captec Net Lease Realty, Inc.

Lessee: Boston Chicken, Inc.

Amendments to and Assignments of Lease: Addendum to Lease Agreement dated July 22, 1997 between Cole Taylor, as Trustee under Trust Agreement known as 42781336 and Boston Chicken, Inc.

Option to Purchase and First Right of Refusal to Purchase Agreement dated July 22, 1997 between Cole Taylor, as Trustee under Trust Agreement known as 42781336 and Boston Chicken, Inc.

Addendum to Option to Purchase and First Right of Refusal to Purchase Agreement dated July 22, 1997 between Cole Taylor, as Trustee under Trust Agreement known as 42781336 and Boston Chicken, Inc.

Assignment and Assumption of Leases dated November 6, 1997 between Boston Chicken, Inc. and BC Great Lakes, LLC.

Assignment of Lease dated May 26, 2000 between Assignor and Golden Restaurant Operations, Inc.

Amendment of Lease dated May 26, 2000 between Golden Restaurant Operations, Inc. and Cole Taylor, as Trustee under Trust Agreement known as 42781336.

Property of Cook County Clerk's Office