



THIS INSTRUMENT HAS
BEEN PREPARED BY:

THIS DOCUMENT IS
TO BE RETURNED TO:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

GE Capital Franchise Finance Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255



A-07472

Tax Parcel Identification No. 17-10-217-002-8033

GE Capital Franchise Finance
Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255

FFC No. 8001-3758

Borrower	<u>Bubba Gump Shrimp Co. Restaurants, Inc.</u> <u>940 Calle Negocio, Suite 250, San Clemente, CA 92673</u>
Premises	<u>Family Pavillion</u> <u>Chicago, Illinois</u>

LANDLORD'S AGREEMENT REGARDING EQUIPMENT

Borrower has applied to GE Capital Franchise Finance Corporation ("GE Capital") for financing of the following described equipment (the "Equipment"):

All restaurant equipment, machinery, furniture, appliances, fixtures, replacements, substitutions, additions, parts and accessories now owned or hereafter acquired by Borrower, including but not limited to fryers, grills, ovens, warmers, refrigerators, freezers, waste disposal units, dishwashers, beverage dispensers, ice cream makers, racks, display cases, light fixtures, decor, counters, cash registers, salad equipment, tables, seating, signs and similar property of Borrower used in its operation of the restaurant listed above

The Equipment is or will be located on the parcels of real estate legally described on Exhibit A attached hereto, all rights, privileges and appurtenances associated therewith, and all buildings, fixtures and other improvements now or hereafter located on such real estate (whether or not affixed to such real estate)(the "Premises").

GE Capital is willing to enter into said transaction only if the undersigned ("Landlord") executes this Landlord's Agreement Regarding Equipment ("Agreement").

Landlord hereby certifies and agrees as follows:

Lawyers Title Insurance Corporation

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1. Borrower is not in default under its lease with Landlord for the Premises (the "Lease") and no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default by Borrower under the Lease. The Lease is in full force and effect and is enforceable against Landlord.

2. In the event Landlord sends any notice of default or notice of termination to Borrower (a "Notice"), Landlord will send a contemporaneous, duplicate copy of such Notice to GE Capital at the address indicated above or such other address as GE Capital may hereafter provide. Landlord will also notify GE Capital if Borrower does not exercise any renewal options set forth in the Lease.

3. GE Capital acknowledges that Landlord was granted a security interest in the Equipment pursuant to the terms and conditions of its Lease Agreement with Borrower. Landlord acknowledges and accepts that GE Capital also has a security interest in the Equipment and that such security interest in the Equipment shall be senior to that of Landlord. In addition, during the term of the Lease, Landlord will, at all times, subordinate its position to GE Capital with respect to any and all rights to the Equipment, including, without limitation, any lien, priority, rights of foreclosure, levy, execution, sale, claims in bankruptcy or other insolvency proceedings, or other rights arising by contract or under statute or rule of law now existing or hereafter enacted. Landlord acknowledges and agrees that the Equipment shall remain at all times the personal property of Borrower, or that GE Capital, if GE Capital elects to take possession thereof, and shall be severable from the Premises and shall not be deemed a fixture. Upon expiration of the Lease, Borrower, or GE Capital if GE Capital has elected to take possession of the Equipment may remove the Equipment from the Premises; provided, however, that GE Capital shall be responsible for the reasonable costs of repair of any physical injury done to Navy Pier as a result of removal by GE Capital, or, in the alternative, pay the reasonable cost of repairing such physical injury.

4. The Equipment shall at all times be considered to be personal property and shall not constitute a fixture or become part of the Premises. GE Capital may remove the Equipment from the Premises at all reasonable times, and Landlord will give GE Capital not less than sixty (60) days prior written notice to remove the Equipment as a result of a termination of the Lease or Borrower's right to possession of the Premises. GE Capital will either repair any damage caused by such removal or reimburse Landlord for the reasonable cost thereof.

5. Landlord shall notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder or claimant, of the existence of this Agreement. This Agreement shall be binding upon the executors, administrators, successors, assigns and transferees of the undersigned and shall inure to the benefit of the successors and assigns of GE Capital.

6. This Agreement may be recorded at any time by GE Capital, its successors and assigns.

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IN WITNESS WHEREOF, the undersigned Landlord has executed this Landlord's Agreement Regarding Equipment this 14 day of May, 2002.

LANDLORD:

METROPOLITAN PIER AND EXPOSITION
AUTHORITY, a municipal corporation

By [Signature]
Printed Name Jon Clay
Its Acting COO

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF IL)
) SS.
COUNTY OF COOK)

I, Theresa M Cunnane, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jon Clay, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Acting COO of Metropolitan Pier and Exposition Authority, a municipal corporation, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of May, 2002.

Theresa M Cunnane
Notary Public

My Commission Expires:
2-11-06



EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying East of Fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, described as follows:

Beginning at the North East corner of Lot 7 in the Chicago Dock and Canal Company's Peshago Dock Addition in said Section 10,

thence "due East" on the extension East of the North line of said lot, 460.40 feet to the place of beginning,

thence South 0 degree 08 minutes 20 seconds West on a line parallel with the East line of said lot, 289.23 feet;

thence due West, 2.00 feet,

thence South 0 degrees 08 minutes 20 seconds West, 37.00 feet;

thence due East 44.00 feet;

thence South 0 degrees 08 minutes 20 seconds West 63.00 feet to the South face of a concrete bulkhead;

thence South 89 degrees 57 minutes 35 seconds East on said South face, 2,332.66 feet to a point on the extension South of the West face of the Brick Terminal Building in Navy Pier;

thence North 0 degrees 06 minutes East on said line extended South and also along said West face and also on the extension North thereof, 390.12 feet to the North face of a concrete bulkhead,

thence North 89 degrees 58 minutes 55 seconds West along said North face, 2,573.80 feet to the place of beginning,

Also

A parcel of land lying of fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the North East corner of Lot 7 in the Chicago Dock and Canal Company's Peshago Dock Addition, in said Section 10,

thence "due East" on the extension East of the North line of said lot 2,834.20 feet,

EXHIBIT A

LEGAL DESCRIPTION CONTINUED

thence "due South" 0.95 feet to the point of intersection of the North face of a concrete bulkhead and the extension North of the West face of the Brick Terminal Building in Navy Pier, said point being the place of beginning of this tract of land;

thence South 89 degrees 52 minutes 30 seconds East on said North face of the concrete bulkhead, 666.70 feet to the North East corner thereof, said corner being 2.40 feet South of said extension East of the North line of said Lot 7;

thence South 0 degrees 06 minutes West on the East face of said bulkhead, 294.00 feet to the South East corner thereof,

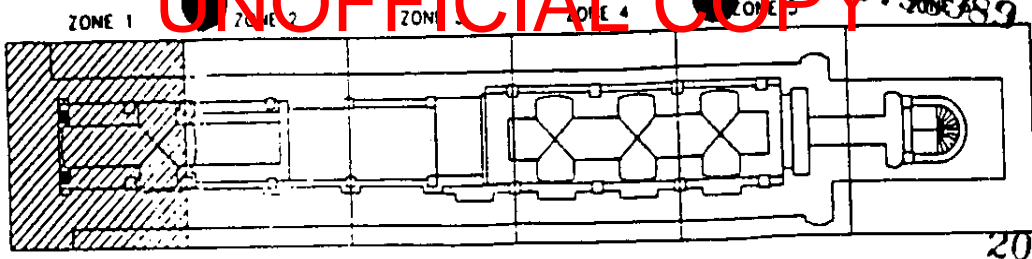
thence North 89 degrees 56 minutes West on the South face of said bulkhead, 666.70 feet to a point in the aforesaid West face of the Brick Terminal Building extended South,

thence North 0 degrees 06 minutes East on said line extended South and along said West face of building and along its extension North, 294.68 feet to the place of beginning.

In addition, that part of the Navy Pier Site and which property is described as follows:

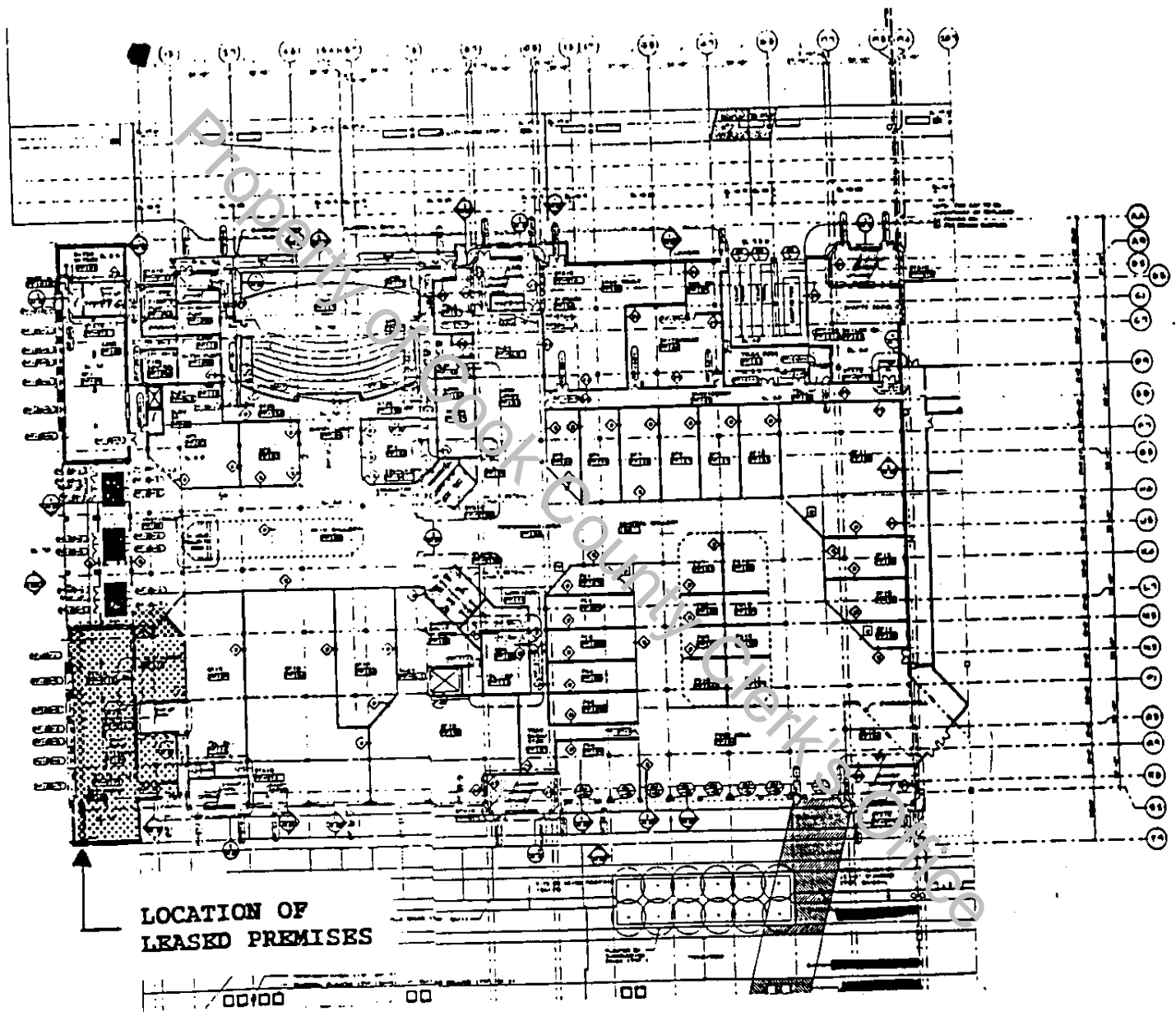
That part of Lot 7, in Chicago Dock and Canal Company's Peshago Dock Addition, in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on September 17, 1889, in Book 39 of Plats at Page 18, as Document No. 1157023, which lies West of the West line of the East 100.00 feet of said Lot 7; South of the South line of the North 366.00 feet of said Lot 7, and East of East boundary line of Parcel "D" of the lands conveyed to the Commissioners of Lincoln Park by deed dated July 25, 1929, and recorded in the Recorder's Office of Cook County, Illinois, on July 27, 1929, as Document No. 10439522, in Cook County, Illinois.

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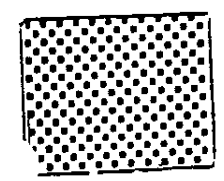
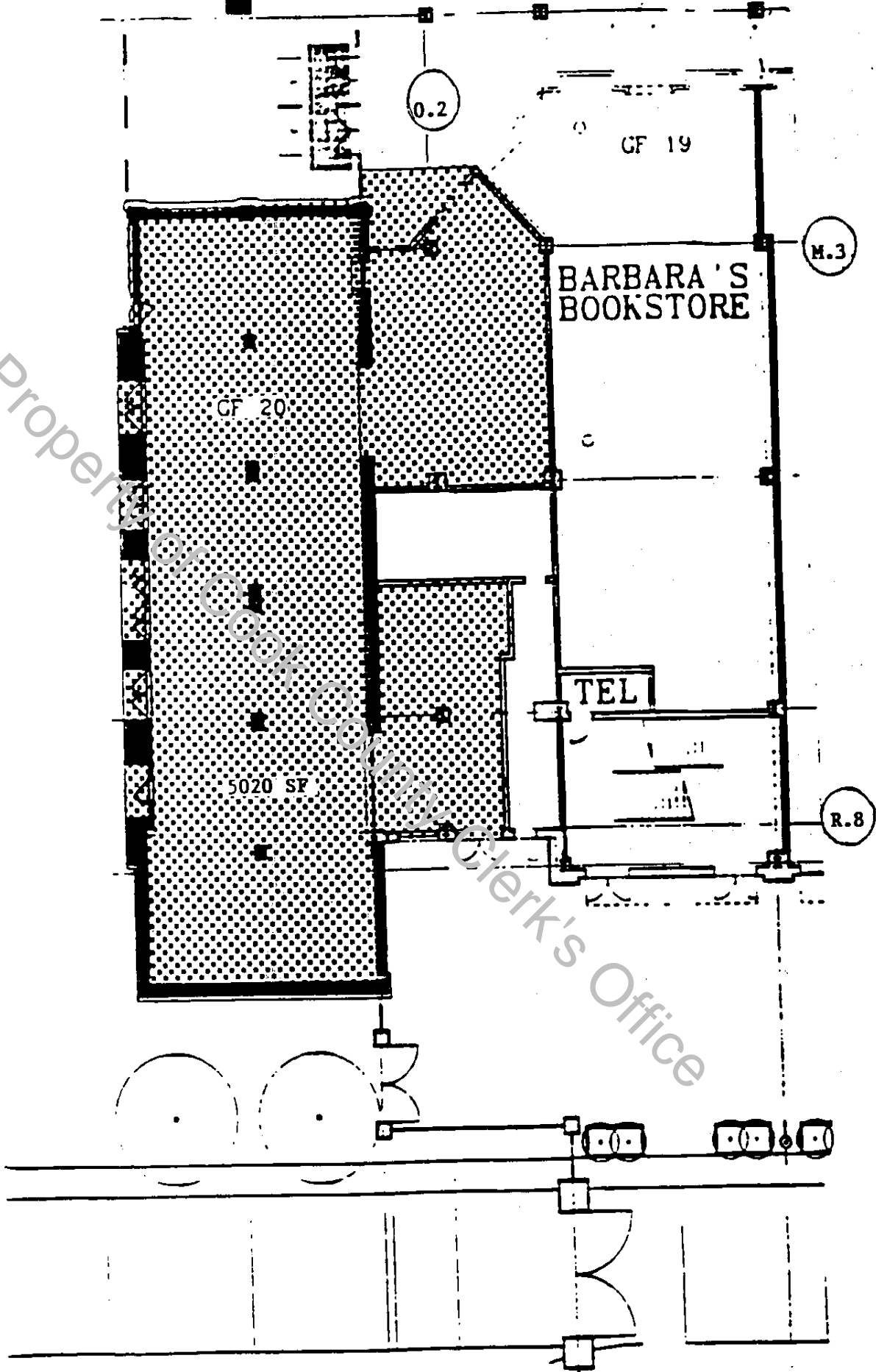
KEY PLAN - NAVY PIER



FAMILY PAVILLION - OVERALL PLAN

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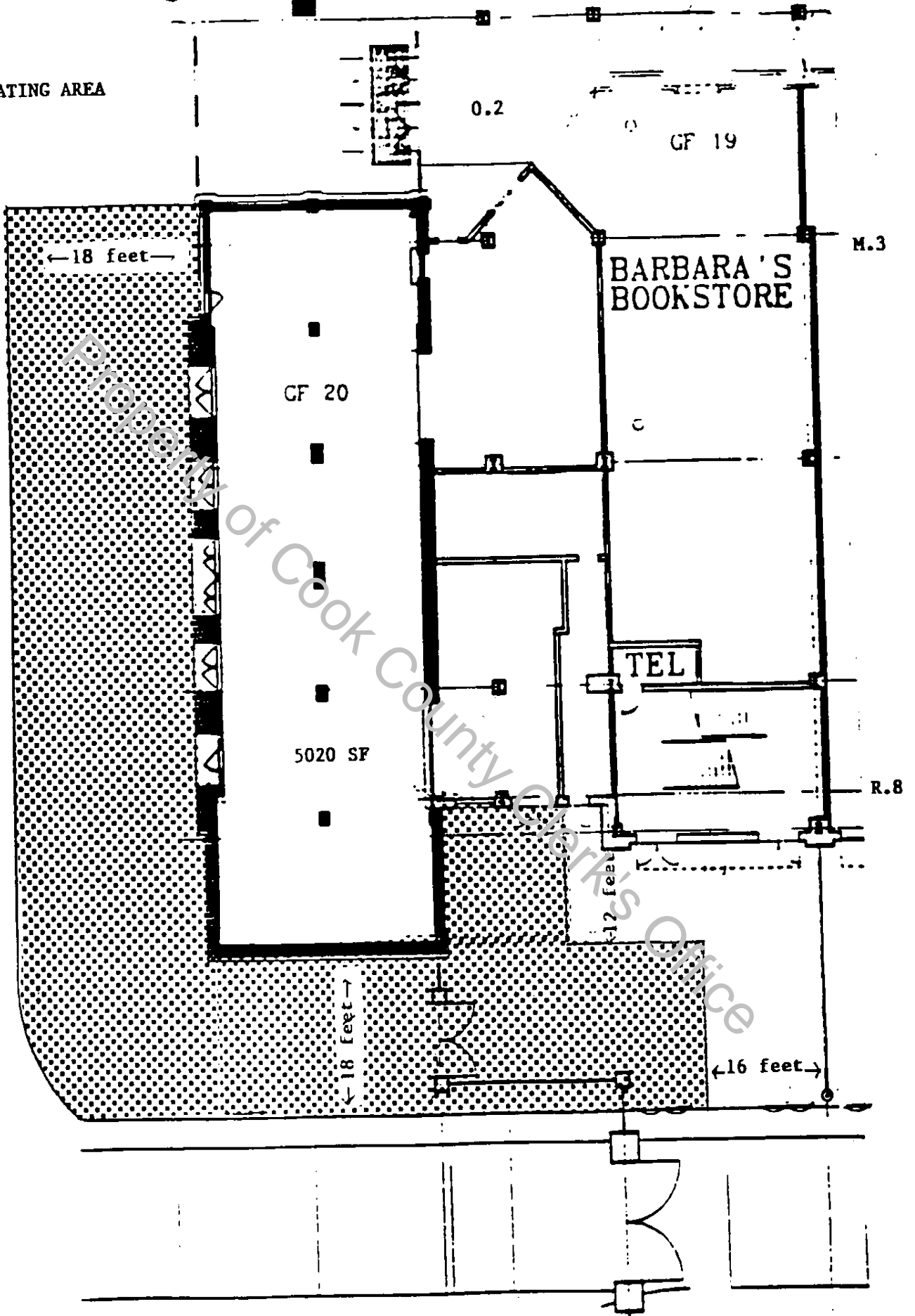


Leased Premises

Schedule A-2 Outdoor Serving Area

Property of Cook County Clerk's Office

OUTDOOR SEATING AREA



NOTE: TENANT TO MAINTAIN AISLE FO CODE REQUIRED EGRESS FROM T BUILDING.