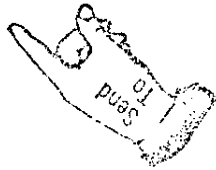




This document was prepared by  
and after recording, return to:

Catherine A. Griffin  
Dept. 091  
One McDonald's Plaza  
Oak Brook, IL 60523



**Location:**

**Orland Park, Illinois**  
7360 West 159<sup>th</sup> Street  
Boston Market Unit #1087

SR 0996865 DEC 10-1

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE ("Assignment") dated MAY 26, 2000, is between BC Great Lakes, L.L.C., a Delaware limited liability company, with its principal place of business at 14123 Denver West Parkway, P.O. Box 4086, Golden, Colorado 80401 ("Assignor") and Golden Restaurant Operations, Inc., a Delaware corporation, with its principal place of business at One McDonald's Plaza, Oak Brook, Illinois 60523 ("Assignee").

**PRELIMINARY STATEMENTS**

A. Pursuant to that certain lease as amended or assigned by agreements identified on Exhibit B attached (collectively, the "Lease"), Assignor leases from Captec Net Lease Realty, Inc., a Delaware corporation, with its principal place of business at 24 Frank Lloyd Wright Drive, Lobby L, 4th Floor, P.O. Box 544, Ann Arbor, Michigan 48106-0544 ("Lessor") real property at the location more particularly described in Exhibit A attached (the "Premises").

B. Pursuant to that certain Asset Purchase Agreement dated as of November 30, 1999 ("Purchase Agreement"), Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase, accept and assume all of Assignor's right, title and interest as lessee under the Lease and any option to purchase, right of first refusal or other rights that Assignor may have with respect to the Premises, whether contained in the Lease or in a separate agreement, together with all of Assignor's right, title and interest in and to all buildings, structures, improvements, fixtures and equipment now located upon the Premises, all warranties pertaining thereto and all licenses, permits, easements and appurtenances benefiting the Premises.

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**TERMS OF THE AGREEMENT**

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, paid by each of the parties to the other, the receipt and sufficiency of which are acknowledged, and the mutual promises contained in this Assignment and in the Purchase Agreement, the parties, intending to be legally bound, agree as follows:

1. Grant. Assignor assigns to Assignee all its right, title and interest in and to the Lease including, without limitation, any security deposit or advance rental, any option to purchase, right of first refusal or other rights that Assignor may have with respect to the Premises, whether contained in the Lease or a separate agreement, all warranties pertaining to the buildings, structures, improvements, fixtures and equipment now located on the Premises and all licenses, permits, easements and appurtenances benefiting the Premises, in accordance with and subject to the terms, covenants and conditions contained in this Assignment and in the Purchase Agreement.

2. Covenants of Assignee. Assignee accepts the assignment set forth above and effective as of the day and year first above written (the "Effective Date"), agrees to assume the Lease and to be liable for and pay for and perform all the respective covenants, terms and agreements to be performed by the lessee under the Lease to the extent arising after the Effective Date and to attorn to the lessor under the Lease for the faithful performance of all the respective covenants, terms and agreements to be performed by the lessee under the Lease.

~~3. Confirmation by Assignor. Assignor represents and confirms that the Lease is in full force and effect, unchanged and unmodified except as set forth above; that there are no defaults under the Lease and Assignor is not aware of any conditions or circumstances which by lapse of time or upon the giving of notice or both would result in Assignor or Assignee being in default under the Lease; and that Assignor has paid all rental obligations and other charges due under or arising out of the Lease up to and including the date of this Assignment. Assignor further represents and confirms that all requisite court approvals necessitated by Assignor's status as a debtor in certain Chapter 11 cases (Case Nos. 98-12547-CGC through 98-12570-CGC) pending before the United States Bankruptcy Court for the District of Arizona, including all approvals to this assumption and assignment required pursuant to Section 365 of the U. S. Bankruptcy Code, 11 U.S.C. Sections 101-1330 et. seq. (a certified copy of the U. S. Bankruptcy Court order(s) granting such approvals is attached as Exhibit C) and any other necessary approvals have been obtained by Assignor.~~

4. Notice. If at any time after the execution of this Assignment, it shall become necessary and convenient for one of the parties to this Assignment to serve any notice, demand or communication upon any other party, such notice, demand or communication shall be in writing signed by the parties serving notice, and shall either be deposited in the United States mail, sent certified, return receipt requested, postage prepaid or sent by nationally-recognized overnight carrier, with confirmation of delivery and (a) if intended for Assignor shall be addressed to Akin, Gump, Strauss, Hauer and Feld, L.L.P., 1500 Bank of America Plaza, 300 Convent Street, San Antonio, Texas 78205 Attention: Cecil Schenker, Esq. and (b) if intended for Assignee shall be addressed to Golden Restaurant Operations, Inc., One McDonald's Plaza, Oak Brook, Illinois 60523, Attn: Director, U.S. Legal Department - #091, Boston Market Site #1087, or to such other address as either party may have furnished to the other in writing as a place for service of notice. Any notice so mailed shall be deemed to be delivered (x) when deposited in the United States Mail, postage prepaid, certified, return receipt requested, or (y) when received or rejected, if sent by a nationally-recognized overnight carrier.

5. Recording. This Assignment or memorandum hereof (at Assignee's option) shall be recorded.

6. Definitions. It is understood and agreed that all capitalized terms and expressions not otherwise defined when used in this Assignment have the same meaning as they have in the Lease.

7. Binding Effect. The terms, conditions and covenants of this Assignment shall be binding upon and shall inure to the benefit of each of the parties to this Assignment, their heirs, personal representatives, successors or assigns, and shall run with the land; and where one or more parties shall be Assignor or Assignee under this Agreement, the "Assignor" or "Assignee" whenever used in this Agreement shall be deemed to include all parties to this Assignment jointly and severally.

IN WITNESS WHEREOF, the parties have each caused this Assignment of Lease to be duly executed on their behalf, under seal, and in the manner prescribed by law, as of the day and year first above written.

WITNESS

Krista A. Ringer  
(print name) Krista A. Ringer

ASSIGNOR: BC Great Lakes, L.L.C., a Delaware limited liability company

By: BOSTON CHICKEN, Inc., Mgr.

By: Rada Mir

Its: Sr. V.P.

ATTEST:

By: Marijane Bahyri  
(Assistant) Secretary

WITNESS

Kimberly Calabrese  
Kimberly Calabrese

ASSIGNEE: Golden Restaurant Operations, Inc., a Delaware corporation

By: Catherine A. Griffin  
Catherine A. Griffin, Vice President

ATTEST:

By: Joseph R. Thomas  
Joseph R. Thomas, Assistant Secretary

Please Execute In Black Ink Only

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## ACKNOWLEDGMENT (Limited Liability Company)

State of Colorado )

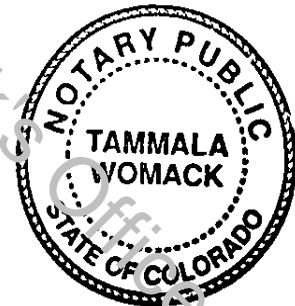
County of Jefferson )

I, Tammala Womack, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that J. Randal Miller, Senior Vice President, and Marie-Louise Behlinger, Assistant Secretary, of Boston Chicken, Inc., manager of BC Great Lakes, LLC, a limited liability company, who 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 as such, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of May, 2000.

Tammala Womack

My commission expires \_\_\_\_\_



My Commission Expires April 16, 2003

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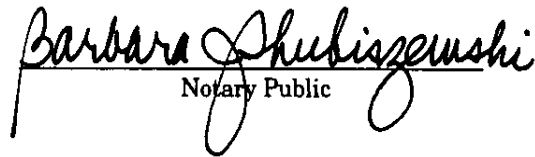
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**GOLDEN RESTAURANT OPERATIONS, INC.  
(ACKNOWLEDGMENT)**

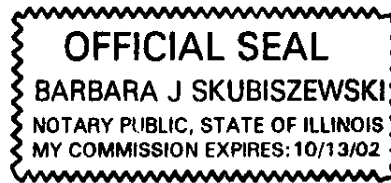
STATE OF ILLINOIS    )  
COUNTY OF DUPAGE    )       §:

I, Barbara J. Skubiszewski, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin and Joseph R. Thomas of Golden Restaurant Operations, Inc., a Delaware corporation, who 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 and 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 19th day of May, 2000.

  
Notary Public

My commission expires October 13, 2002.



Property of Cook County Clerk's Office

EXHIBIT A

LEGAL DESCRIPTION

Land in the County of Cook, State of Illinois, and more particularly described as follows:

PARCEL 1:

THE WEST 150.00 FEET OF THE EAST 1300.00 FEET OF THE SOUTH 250.00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THAT PART TAKEN FOR THE WIDENING OF 159TH STREET PURSUANT TO CIRCUIT COURT OF COOK COUNTY CASE NUMBER 93L51184 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 1300.00 FEET OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING ON NORTH 01 DEGREES, 47 MINUTES, 00 SECONDS WEST, ON THE WEST LINE OF THE EAST 1300. FEET OF SAID SOUTHEAST 1/4, 14.62 FEET TO A POINT 60.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE CENTER LINE OF 159TH STREET; THENCE NORTH 88 DEGREES, 33 MINUTES, 18 SECONDS EAST, PARALLEL WITH SAID CENTER LINE, 150.00 FEET TO A 5/8" REBAR WITH AN ALLIED STAMPED STATE OF ILLINOIS DIVISION OF HIGHWAY RIGHT OF WAY CORNER P.L.S. 2377, AND TO THE WEST LINE OF THE EAST 150.00 FEET OF SAID EAST QUARTER; THENCE SOUTH 1 DEGREES, 47 MINUTES, 00 SECONDS EAST, ON SAID WEST LINE, 12.97 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 87 DEGREES, 55 MINUTES, 28 SECONDS WEST ON SAID SOUTH LINE, 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS SET FORTH IN DOCUMENT DATED DECEMBER 29, 1955 AND RECORDED JANUARY 05, 1996 AS DOCUMENT NUMBER 96012481. MADE BY U.S. BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1977 AND KNOWN AS TRUST NO. 1859 AND BC GREAT LAKES, L.L.C. AND THEREAFTER ASSIGNED BY ASSIGNMENT OF ROADWAY EASEMENT DATED DECEMBER 29, 1955 AND RECORDED JANUARY 06, 1996 AS DOCUMENT NUMBER 96012482: OVER THE

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FOLLOWING LAND:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1300.00 FEET OF SAID SOUTHEAST QUARTER OF SECTION 13 WITH THE NORTH LINE OF A PARCEL TAKEN FOR WIDENING OF 159TH STREET IN CIRCUIT COURT OF COOK COUNTY CASE NO. 93L 50932; THENCE SOUTH 88 DEGREES 33 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE OF A PARCEL TAKEN FOR WIDENING OF 159TH STREET, 68.00 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 10 SECONDS WEST ALONG A LINE 68.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST 1300 FEET OF THE SOUTHEAST QUARTER OF SECTION 13, 83.78 FEET; THENCE NORTH 15 DEGREES 15 MINUTES 46 SECONDS EAST 78.45 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 10 SECONDS WEST, ALONG A LINE 45.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST 1300.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 13, 88.18 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 50 SECONDS EAST, ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 15.00 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST 1300.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 13, 247.36 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

00389857

Location: 7360 West 159<sup>th</sup> Street  
Orland Park, Illinois  
Boston Market Unit #1087

27-12-402-016

### LEASE

Date of Lease: September 23, 1996

Lessor: Captec Net Lease Realty, Inc.

Lessee: BC Great Lakes, L.L.C.

Amendments to and  
Assignments of Lease: Option to Purchase and First Right of Refusal to Purchase Agreement dated  
September 23, 1996 between Captec Net Lease Realty, Inc. and BC Great  
Lakes, L.L.C.

Amendment and Extension to Lease Agreement dated January 1, 1999 between  
Captec Net Lease Realty, Inc. and BC Great Lakes, L.L.C.

Assignment of Lease dated \_\_\_\_\_, 2000 between  
Assignor and Golden Restaurant Operations, Inc.

\_\_\_\_\_  
\_\_\_\_\_

Property of Cook County Clerk's Office