



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

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



Location:

Elk Grove Village, Illinois
102 Biesterfield Road
Boston Market Unit #1640

JR 00196868 DEC 10 01

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 George Guolo and Paul Butera, with their principal place of business at 6327 West Gunnison, Harwood Heights, Illinois 60656 ("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.

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 101-1337 e, 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 #1640, 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

Kris Rocha
(print name) Kris Rocha

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

Boston Chicken Iwa Mgr.
By: Greg Uhing
Its: Sr. VP

Attest: J. Randal Miller
Its: Asst. Secy
J. Randal Miller

WITNESS

Kimberly Calabrese
Kimberly Calabrese

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

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

ATTEST:

By: Joseph R. Thomas
(Assistant) Secretary
Joseph R. Thomas

Please Execute In Black Ink Only

UNOFFICIAL COPY

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STATE OF Colorado :
COUNTY OF Jefferson : SS

I, Tammala Womack, a Notary Public in and for said County in said State, hereby certify that Greg Whing and J. Randal Miller, whose names as (Vice) President and (Assistant) Secretary, respectively, of Boston Chicken Inc, a Delaware corporation, are signed to the foregoing Amendment and Assignment of Lease, 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 Assignment of Lease, 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.

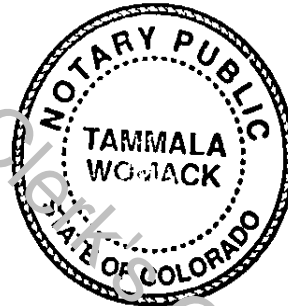
IN WITNESS WHEREOF, I hereunto set my hand and official seal this 18 day of May, ~~1999~~ 2000.

Tammala Womack
NOTARY PUBLIC

My Commission Expires:

[Notarial Seal]

[APPLICABLE STATE FORM TO BE SUBSTITUTED]



My Commission Expires April 16, 2003

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

STATE OF ILLINOIS)
) §:
COUNTY OF DUPAGE)

I, Patricia D. Scudero, 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 as such, 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 26th day of April, 2000.



Patricia D. Scudero
Notary Public

My commission expires _____

Dupage County Clerk's Office

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LEGAL DESCRIPTION OF THE PROPERTY

THE EAST 176 FEET OF THE SOUTH 200 FEET (AS MEASURED ON THE SOUTH AND EAST LINES) OF THE FOLLOWING DESCRIBED TRACT: THE WEST 442.5 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE NORTH 15 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32) OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 15 ACRES THEREOF) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART USED OR DEDICATED FOR BIESTERFIELD ROAD, AND THAT PART TAKEN FOR ROAD IN CASE 71 L 15920.

TAX I.D. NUMBER: 08-32-200-027-0000

Address of Property: Biesterfield Road, Elk Grove Village, Illinois

Store Number: _____

Property of Cook County Clerk's Office

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EXHIBIT B

Location:

102 Biesterfield Road
Elk Grove Village, Illinois
Boston Market Unit #1640

LEASE

Date of Lease: April 8, 1996

Lessor: George Guolo and Paul Butera

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

Amendments to and
Assignments of Lease: First Amendment to Lease dated April 8, 1996 between George Guolo, Paul Butera and BC Great Lakes, L.L.C.

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

 _____
George Guolo and Paul Butera

Property of Cook County Clerk's Office

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1-12-09

Property of Cook County Clerk's Office

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