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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/30/2005 03:14 PM Pg: 1 of 13

4 of 6
Property of Cook County Clerk's Office

Prepared by and return to:
Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

ASSIGNMENT OF PURCHASE PRICE

DATED DECEMBER 29th, 2005

BY AND BETWEEN:

**SHAMROCK COMPANY, SHAMROCK TBC, INC., AND
MCGUE FAMILY, L.L.C.,**
collectively, as Assignor
and
BANK OF AMERICA, N.A., as Assignee

This document is one of two (2) original counterparts; one original will be filed in each of the counties listed below relating to the following described locations:

1	Addison #2014	691 W. Lake St., Addison, IL 60101	DuPage
2	Berwyn #2433	6956 W. Ogden Avenue, Berwyn, IL 60130	Cook
3	Forest Park #2750	7510 Roosevelt Road, Forest Park, IL 60130	Cook
4	Wheaton #1349	1720 N. Main St., Wheaton, IL 60187	DuPage
5	Westchester #4442	3063 S. Wolfe Road, Westchester, IL 60154	Cook

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ASSIGNMENT OF PURCHASE PRICE

THIS ASSIGNMENT OF PURCHASE PRICE (this "Assignment") is made this 27th day of December 2005, collectively by SHAMROCK COMPANY, an Illinois corporation, SHAMROCK TCB, INC., an Illinois corporation, and MCGUE FAMILY, L.L.C., an Illinois limited liability company (hereinafter collectively referred to as "Assignor") and BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America, whose mailing address is Post Office Box 4899, Atlanta, Georgia 30302-4899 (hereinafter called "Assignee").

WITNESSETH: That

WHEREAS, Assignor is justly indebted to Assignee (the "Loan"), having executed and delivered to Assignee that certain Consolidated, Amended and Restated Reducing Revolving Promissory Note dated on or about even date herewith, wherein Assignor promises to pay to Assignee the principal sum of Thirty Million Seven Hundred Thousand and No/100 Dollars (\$30,700,000.00) (the "Note"), or so much thereof as has been advanced, in lawful money of the United States of America, with interest thereon at the rates and times, and in the manner and according to the terms and conditions specified in the Note, which Note is incorporated herein by reference; and

WHEREAS, Assignor intends to utilize a portion of the funds advanced by Assignee under the Loan to refinance existing indebtedness secured by certain tracts of improved land located in the State of Illinois, and described on Exhibit "A", attached hereto and by this reference made a part hereof (collectively the "Property"); and

WHEREAS, pursuant to the terms of those certain Franchise Agreements by and between Assignor, as franchisee (sometimes hereinafter referred to as "Franchisee") and KFC Corporation and Taco Bell Corp., each as franchisors (collectively, the "Franchisor") (collectively, the "Franchise Agreement"), Franchisor is given the option to purchase the Property upon the occurrence of certain conditions set forth in the Franchise Agreement all as provided in the Franchise Agreement; and

WHEREAS, because the rights of Franchisor under the Franchise Agreement shall not be subordinated to Assignee's lien created under Note, Assignee has requested and Assignor has agreed to execute and deliver this Assignment to Assignee as a condition precedent to Assignee closing the Loan pursuant to which Assignor shall, among other things, assign any and all of its rights, title and interest in and to any sums to be paid by Franchisor to Assignor under the Franchise Agreement to Assignee;

NOW, THEREFORE, for and in consideration of the indebtedness, and to secure the payment to Assignee of the principal and interest, and all other sums provided for in the Note, and

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all future or additional advances as may be made by Assignee to Assignor pursuant to the provisions of the Note and the other Loan Documents, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Assignor to Assignee in connection therewith, and also for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee at or before the execution and delivery of these presents, the receipt hereof and legal sufficiency of which are hereby acknowledged, agrees as follows:

1. ASSIGNMENT OF PURCHASE PRICE. Effective as of even date herewith, Assignor hereby transfers, assigns and sets over to Assignee all of Assignor's right, title and interest in and to any and all sums paid by Franchisor to Assignor pursuant to the terms of the Franchise Agreement, regardless of whether such sums are in cash, cashiers check or by wire transfer of immediately available funds, including, without limitation, any earnest money deposit paid and any and all funds paid as the purchase price. For the avoidance of doubt, "purchase price" shall mean and include, as the case may be, any and all sums paid by Franchisor on account of the Property and on account of all other verifiable costs and expenses, incurred and paid by Assignor relating to the planning, designing and constructing of the building and other improvements on the Property, including engineering and/or architectural fees, costs of permits, tap fees and impact fees. Notwithstanding the foregoing, this Assignment is for the purpose of securing the repayment of the Loan to Assignee, and upon the full repayment thereof of all principal, interest and other charges, this Assignment and all rights of Assignee hereunder shall cease and terminate.

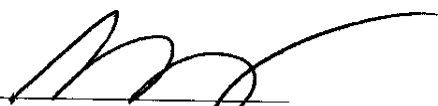
2. NO ASSUMPTION OF RESPONSIBILITY. Notwithstanding Assignee's receipt of the sums described in Section 2 hereof, Assignee shall not be responsible for, nor shall Assignee assume any liability, responsibility or obligation of Assignor under the Franchise Agreement.

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IN WITNESS WHEREOF, Assignor has executed this Assignment under seal and Assignor has delivered this Assignment to Assignee, all the day and year first written above.

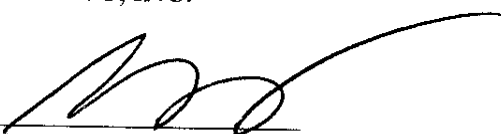
ASSIGNOR:

SHAMROCK COMPANY

By: 
Name: Stephen C. McGue
Title: President


[CORPORATE SEAL]

SHAMROCK TBC, INC.

By: 
Name: Stephen C. McGue
Title: President

[CORPORATE SEAL]

MCGUE FAMILY, L.L.C.

By: 
Name: Stephen C. McGue
Title: Manager

[COMPANY SEAL]

This Instrument was prepared by and upon recording mail to:

Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

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ACKNOWLEDGMENT

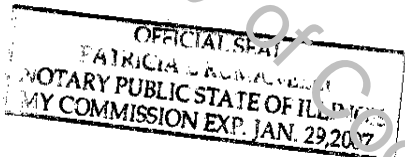
STATE OF Illinois SS.
COUNTY OF DuPage

I, Patricia Romanelli Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, President of Shamrock Company, an Illinois corporation, 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 delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 20th day of December, 2005.

Patricia Romanelli
Notary Public

My Commission Expires: 1-29-07



[NOTARY SEAL]

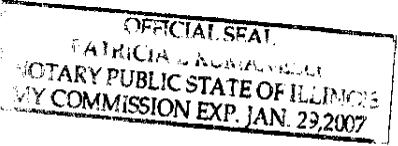
STATE OF Illinois SS.
COUNTY OF DuPage

I, Patricia Romanelli, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, President of Shamrock TBC, Inc., an Illinois corporation, 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 delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 20th day of December, 2005.

Patricia Romanelli
Notary Public

My Commission Expires: 1-29-07



[NOTARY SEAL]

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STATE OF Illinois SS.
COUNTY OF DuPage

I, Patricia Roman, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, Member of McGue Family, L.L.C., an Illinois limited liability company, 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 delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 20th day of December, 2007.

Patricia Roman
Notary Public

My Commission Expires: 1-29-07

OFFICIAL SEAL
PATRICIA ROMAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 29, 2007

[NOTARY SEAL]

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Shamrock-Addison #2014

EXHIBIT A LEGAL DESCRIPTION

Lot 3 and 4 in Green Mill Gardens Assessment plat, being a subdivision of part of Owner's Lake Street Addition to Addison, a subdivision in the South 1/2 of Section 20, Township 40 North, Range 11, East of the Third Principal Meridian, recorded as document 189437 and a part of Owner's Assessment Plat of Part of the South 1/2 of Section 20, Township 40 North, Range 11, East of Third Principal Meridian, recorded as Document 264322, according to the plat there of recorded May 16, 1956 as Document 800540, in DuPage County, Illinois. More particularly described as follows: Beginning at an iron pipe at the Southeast corner of said Lot 3; Thence North 60 degrees 45 minutes 00 Seconds West (record) 99.96 feet along the Southerly line of said Lots 3 and 4 to an Iron Pipe at the Southwesterly corner of Lot 4; Thence North 27 degrees 54 minutes 41 seconds East 256.89 feet along the Westerly line of said Lot 4 to an Iron Pipe on the Southerly line of Lake Street to an Iron Pipe on the Easterly line of said Lot 3; thence South 27 degrees 55 minutes 13 seconds West 237.41 feet along the Easterly line of said Lot 3 to the Point of Beginning, in Dupage County, Illinois. Excepting from said land the building described part of said land, taken in condemnation Case No. 2005-ED00022, Circuit Court of DuPage County, Illinois. Excepting there from the following parts of said land, taken in condemnation proceedings Case No. 2005ED00022, Circuit Court of Dupage County, described as follows:

That part of Lots 3 and 3 in Green Mills Assessment Plat in the South Half of Section 20, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 16, 1956 as document number 800540, in DuPage County, Illinois, described as follows: Beginning at the Northwest corner of said Lot 3; thence on an assumed bearing of South 60 degrees 52 minutes 26 seconds East along the Northerly line of said Lots 3 and 4, a distance of 99.98 feet (100 feet, recorded) to the Northeast corner of Lot 4; thence North 28 degrees 01 minute 20 seconds West along the Easterly line of said Lot 4, a distance of 12.52 feet; thence North 28 degrees 49 minutes 42 seconds West, a distance of 99.98 feet to the Westerly line of said Lot 3; thence North 28 degrees 01 minute 16 seconds East along the Westerly line of said Lot 3, a distance of 12.44 feet to the point of beginning.

DuPage County Clerk's Office

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Shamrock-Berwyn #2433

EXHIBIT A LEGAL DESCRIPTION

LOTS 9 AND 10 IN BLOCK 49 IN SUBDIVISION OF BLOCKS 45 AND 47 TO 52 IN CIRCUIT COURT PARTITION OF SECTION 31/32, TOWNSHIP 39 NORTH, RANGE 13 AND PARTS OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 AND SECTIONS 1/12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LOT AFORESAID, SAID CORNER REFERENCED BY A CROSS CUT IN THE SIDEWALK 2 FEET SOUTH; THENCE SOUTH 90°-00'-00" WEST (ASSUMED) 124.29 FEET ALONG THE SOUTH LINE OF LOT 9 ALSO THE NORTH LINE OF 37th STREET TO THE SOUTHWEST CORNER OF LOT 9, SAID CORNER REFERENCED BY CROSSES CUT IN THE SIDEWALK 2 FEET SOUTH, 2 FEET WEST AND WEST; THENCE NORTH 0°-14'-43" WEST 155.47 FEET ALONG THE WEST LINE OF LOTS 9 AND 10 ALSO BEING THE EAST LINE OF HOME AVENUE TO THE NORTHWEST CORNER OF LOT 10, SAID CORNER REFERENCED BY CROSSES CUT IN THE SIDEWALK 2 FEET NORTH AND 2 FEET NORTH AND WEST OF SAID CORNER, THENCE NORTH 66°-14'-54" EAST ALONG THE NORTHERLY LINE OF LOT 10 ALSO BEING THE SOUTHERLY LINE OF OGDEN AVENUE TO THE NORTHEAST CORNER OF LOT 10, SAID CORNER REFERENCED BY A CROSS CUT IN THE SIDEWALK 2 FEET NORTH OF SAID CORNER, THENCE SOUTH 0°-13'-11" EAST ALONG THE EAST LINE OF LOTS 9 AND 10 ALSO BEING THE WEST LINE OF A 16 FOOT PUBLIC ALLEY TO THE POINT OF BEGINNING.

Am number 16-31-312-001

-002

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Shamrock-Forest Park #2750

EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD PRIOR TO CONDEMNATION BY ILLINOIS DEPARTMENT OF TRANSPORTATION, SEPTEMBER 7, 1984, AND THE EASTERLY RIGHT OF WAY LINE OF DESPLAINES AVENUE PRIOR TO CONDEMNATION BY ILLINOIS DEPARTMENT OF TRANSPORTATION, SEPTEMBER 7, 1984; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST (ASSUMED BEARING) ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD 2054.79 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 20 SECONDS WEST 13.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 20 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 180.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 130.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS EAST 180.00 FEET TO A POINT ON THE BACK OF A CURB, SAID POINT BEING 12.9 FEET SOUTH OF AS MEASURED PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST ALONG SAID BACK OF CURB LINE AND ITS EASTERLY PROLONGATION 130.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Pin number 15-24-101-018

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Shamrock-Westchester 4442

**EXHIBIT A
LEGAL DESCRIPTION**

OUTLOT A IN WESTBROOK COMMONS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH 3/4 OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 86591122 RECORDED DECEMBER 10, 1986.

ALSO DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 29, THENCE NORTH 0 DEGREES 29 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29 ALSO BEING THE CENTER LINE OF WOLF ROAD, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 29 AND THE CENTER LINE OF WOLF ROAD, A DISTANCE OF 37.41 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 104.49 FEET TO A POINT OF CURVATURE, THENCE 47.12 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST WITH A RADIUS OF 30.00 FEET TO A POINT OF TANGENCY; THENCE DUE SOUTH 263.50 FEET TO A POINT OF CURVATURE; THENCE 47.12 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 30.00 FEET TO A POINT OF TANGENCY; THENCE DUE EAST 7.70 FEET TO A POINT OF CURVATURE; THENCE 16.25 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST WITH A RADIUS OF 15.10 FEET TO A POINT; THENCE DUE WEST 182.58 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 50.00 FEET TO THE DESCRIBED PARCEL, DEDICATED AS WOLF ROAD, ALL IN THE VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS.

Pin number 15-29-300-023

Cook County Clerk's Office

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THE EAST 150 FEET OF THE SOUTH 100 FEET OF THAT PART OF LOT 5 LYING NORTH OF THE NORTHERN LINE OF LOT 4 EXTENDING WESTERLY, IN MCGRATH AND GRIFFIN'S RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 21, 1966 AS DOCUMENT R66-23309, IN DUPAGE COUNTY, ILLINOIS

INDEX No.: 05-09-126-018-0000

Address: 1720 MAIN STREET
WHEATON, ILLINOIS 60187-3147