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This Instrument Was Prepared By:

Heileen S. Bell  
Burger King Corporation  
P.O. Box 020783 GMF  
Miami, Florida 33102-0783

Doc#: 0716542172 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/14/2007 01:27 PM Pg: 1 of 3

MAIL TO:

1482 Milwaukee, LLC  
c/o KARLAW PAPANIKOLAOU & ASSOCIATES, P.C.  
180 N. LA SALLE STREET  
SUITE 2105  
CHICAGO, IL 60601

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 14<sup>th</sup> day of May, 2007, by **BURGER KING CORPORATION**, a Florida corporation, having an address at 5505 Blue Lagoon Drive, Miami, Florida 33126 (the "Grantor"), to **1482 MILWAUKEE, LLC**, an Illinois limited liability company, having an address at 3909 West 140<sup>th</sup> Street, Leawood, KS 66224 (the "Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successor and assigns of corporations.)

### WITNESSETH:

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor by Grantee, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, that certain property situated in the City of Chicago, County of Cook, State of Illinois, as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Property").

**This conveyance is made subject to:** Taxes and assessments for the current calendar year and all subsequent years; zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; all restrictions, conditions, reservations, limitations and easements of record and in place, if any, but this reference shall not operate to reimpose same; and any condition which a physical inspection of the premises and an accurate and complete survey would disclose.

### **This conveyance is made subject to the following restrictions:**

The Property shall not be used for a quick service restaurant which derives fifty (50%) percent or more of its annual gross sales from the sale of hamburgers, or for the advertising thereof, for a period of ten (10) years from the date first written above. All such restrictions shall be enforceable by the Grantor, its successors or assigns, by any available remedy at law and in equity. Grantee further agrees that it shall not sell the Property to a national hamburger chain for a period of ten (10) years from the dated first written above. Grantor also has the preemptive right for a period of twenty (20) years from the date first written above to purchase the Property on the same terms and conditions as those of any bona fide offer received by and acceptable to Grantee. Before making any sale or any agreement to sell, Grantee shall notify Grantor in writing of the terms and conditions of such offer. Grantor, within thirty (30) days after receipt of such notice, may exercise this preemptive right by written notice to Grantee. Failure of Grantor to exercise this preemptive right on one or more occasions shall not affect Grantor's right to exercise it on any subsequent occasion. This pre-emptive right shall not apply to any

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encumbering of the Property by a deed of trust or by a mortgage or a sale under the default provisions of such deed of trust or mortgage; however, Grantor shall be provided with at least thirty (30) days prior written notice of such sale by the lender or mortgagee. The only exceptions to this pre-emptive right shall be (i) any transaction involving any entity which is controlled by Grantee; (ii) any transfer to an immediate family member of Grantee for estate planning purposes; or (iii) that certain Lease by and between Grantee and LIPE Property Company, an Illinois corporation.

**TOGETHER** with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**GRANTOR HEREBY** specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

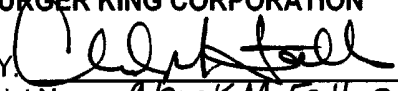
**IN WITNESS WHEREOF**, the Grantor has caused this Special Warranty Deed to be executed in its name, and its corporate seal to be affixed hereto, by its property officers thereunto duly authorized, on the day and year first above written.


Signed, sealed and delivered in the presence of:

WITNESS TO ALL:

GRANTOR:

  
Print Name: Jessica Rosendo

**BURGER KING CORPORATION**  
BY:   
Print Name: Chuck M. Fallon  
Title: President, No. America

  
Print Name: Patricia Gonzalez

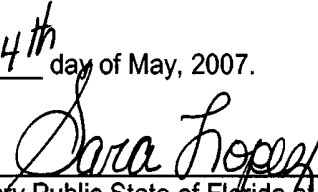
(CORPORATE SEAL)

STATE OF FLORIDA       )  
COUNTY OF MIAMI-DADE )

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Chuck M. Fallon, whose name as President, No. America of Burger King Corporation, a Florida corporation, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in their capacity as aforesaid.

Given under my hand and official seal this 14<sup>th</sup> day of May, 2007.

My Commission Expires: 11-27-08

  
Notary Public State of Florida at Large  
Print Name:

(SEAL)



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## EXHIBIT "A"

### Legal Description

Parcel 1 (Fee Simple):


Lots 1, 2 and 3 in Block 6 in David S. Lee's Addition to Chicago, (Except the Southwesterly 25.5 feet of said Lots taken by the Metropolitan West Side Elevated Railroad Company for railroad purposes) in Section 6, Township 39 North, Range 14 East, of the Third Principal Meridian, in Cook County, Illinois.


Parcel 2 (Easement):


Access Easement and Drive-Thru and Trash Enclosure Easement for the Benefit of Parcel 1 over a portion of Lots 36, 37, 38, 39 and 40 in Block 6 of D.S. Lee's Addition to Chicago, aforesaid, as more particularly set forth in Declaration of Covenants, Restrictions and Easement Agreement dated June 28, 2000 and recorded July 10, 2000 as Document No. 00506687, in Cook County, Illinois.

Property of Cook County Clerk's Office

PINS: 17-06-208-001, -002  
 ADDRESS: 1480<sup>84</sup> MILWAUKEE  
 CHICAGO, 60622

 STATE TAX JUN. 13.07 REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	# 0000007799	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">REAL ESTATE TRANSFER TAX</td> </tr> <tr> <td style="text-align: center; font-size: 1.2em;">0115000</td> </tr> <tr> <td style="text-align: center;">FP 103024</td> </tr> </table>	REAL ESTATE TRANSFER TAX	0115000	FP 103024
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 COUNTY TAX COOK COUNTY REAL ESTATE TRANSACTION TAX JUN. 13.07 REVENUE STAMP	# 0000005845	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">REAL ESTATE TRANSFER TAX</td> </tr> <tr> <td style="text-align: center; font-size: 1.2em;">0057500</td> </tr> <tr> <td style="text-align: center;">FP 103022</td> </tr> </table>	REAL ESTATE TRANSFER TAX	0057500	FP 103022
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 CITY TAX CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE JUN. 13.07	# 0000005271	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">REAL ESTATE TRANSFER TAX</td> </tr> <tr> <td style="text-align: center; font-size: 1.2em;">0862500</td> </tr> <tr> <td style="text-align: center;">FP 103023</td> </tr> </table>	REAL ESTATE TRANSFER TAX	0862500	FP 103023
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