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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/16/2017 03:26 PM PG: 1 OF 6

Prepared by and when recorded return to:

Fidelity National Title - NCS DIV

Attn.: Kelli Vos

One East Washington Street Suite 450

Phoenix, AZ. 85004

602-343-7571

① 5252-1700356

Escrow No. : Z1723939-KJV Z1723919-KJV (Master)

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF
THE RECORDED DOCUMENT.**

DOCUMENT TO RECORD:

**CONSENT TO ASSIGNMENT AND AGREEMENT REGARDING
FUTURE CONSENTS**

County Clerk's Office

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(space above reserved for recording information)

**CONSENT TO ASSIGNMENT AND AGREEMENT REGARDING FUTURE
CONSENTS**

This Consent to Assignment and Agreement regarding Future Consents (this "Agreement") is effective as of September 25, 2017 and is given by KFC CORPORATION, a Delaware corporation ("**Predecessor Assignor**") to EDDIES RESTAURANT COMPANY, an Illinois corporation ("**Assignor**") for the benefit of Assignor and its successors and assigns, including, but not limited to, FQSR, LLC, a Delaware limited liability company ("**Assignee**") and its successors and assigns.

RECITALS

WHEREAS, Predecessor Assignor and AMPEX BRANDS CHICAGO, LLC, an Illinois limited liability company n/k/a AMPEX BRANDS CHICAGO, LLC, a Delaware limited liability company ("**Ampex**") are parties to the Assignment and Assumption of Lease (the "**Prior Lease Assignment**") dated March 20, 2012, recorded April 4, 2012 as Document Number 1209516055 in the records of Cook County, Illinois, which Prior Lease Assignment assigned Predecessor Assignor's rights, title and interests in and to the lease identified on Schedule 1 attached hereto and incorporated herein by reference (the "**Lease**") to Ampex and pursuant to which Ampex leased the leased premises legally described on Schedule 1 attached hereto and incorporated herein by reference (the "**Premises**").

WHEREAS, Ampex and Assignor are parties to that unrecorded Assignment and Assumption of Lease (the "**Existing Lease Assignment**") dated as of March 31, 2016, which Existing Lease Assignment assigned the rights, title and interests of Ampex in and to the Lease to Assignor.

WHEREAS, in the Prior Lease Assignment, Ampex agreed that it: (a) would not assign, sublease or otherwise transfer any of its right, title or interest in the Lease without the prior written consent of Predecessor Assignor; and (b) that it would not amend, extend or otherwise modify any term or condition of the Lease without the prior written consent of Predecessor Assignor.

WHEREAS, in connection with the Asset Purchase Agreement dated as of June 30, 2017 executed by and between the Assignor and Assignee (the "**APA**"), which contemplates the assignment of the Lease by Assignor to Assignee, Assignor requests (a) the retroactive consent of

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Predecessor Assignor to all prior assignments of the Lease, including, but not limited to the Existing Lease Assignment; (b) the consent of Predecessor Assignor to all amendments, extensions or other modifications of the Lease to-date; (c) the consent of Predecessor Assignor to the assignment of the Lease to the Assignee; and (d) the consent of Predecessor Assignor to future amendments or modifications of the Lease which will not have the purpose or effect of increasing the liabilities or obligations of Predecessor Assignor from those contemplated and contained in the Lease.

AGREEMENT

NOW THEREFORE, for and in consideration of the rights and interests described herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The recitals set forth above are hereby incorporated herein by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.
2. Predecessor Assignor hereby consents to all previous assignments of the Lease, including, but not limited to the Existing Lease Assignment.
3. Predecessor Assignor hereby consents to all amendments or other modifications of the Lease to-date to which it has given prior consent pursuant to the terms of the Lease or which do not materially affect the rights of Predecessor Assignor.
4. Predecessor Assignor hereby consents to the assignment of the Lease to Assignee.
5. Predecessor Assignor hereby consents to all future amendments and modifications of the Lease, so long as such future amendments and modifications do not have the purpose or effect of increasing the liabilities and/or obligations of Predecessor Assignor from those contemplated and contained in the Lease (as such term is defined herein) or materially alter the terms of the Lease.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.
7. Predecessor Assignor and Assignor agree that this Agreement may be recorded in the property records of the county in which the Premises is located, and/or may be appended as an exhibit to the assignment of the Lease for the Premises executed by Assignor and Assignee.
8. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. A facsimile signature or an electronically scanned signature shall be deemed to be an original signature for all purposes.

[Remainder of Page Intentionally Blank – Signatures Follow]

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IN WITNESS WHEREOF, Predecessor Assignor and Assignor have executed this Agreement effective as of the day and year first above written.

PREDECESSOR ASSIGNOR:

KFC CORPORATION

By: Kate B. Ward

Name: Kate B. Ward

Its: Assistant Secretary

STATE OF KENTUCKY

COUNTY OF JEFFERSON ss.

On this 21 day of September, 2017, before me, the undersigned notary public, personally appeared Kate B. Ward the Assistant Secretary of KFC CORPORATION, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Stephanie Starck
Notary Public

STEPHANIE STARCK
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES NOV. 20, 2019



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Schedule 1

Lease dated July 29, 1988 (the "Lease"), K Mart Corporation ("Landlord") leased to Ampex Brands Chicago, LLC, a Delaware limited liability company, successor in interest to KFC Corporation, a Delaware corporation, successor by merger to KFC of America, Inc., a California corporation, certain real property together with any leasehold improvements and fixtures located thereon generally known as KFC Store # Y313051, located at 1195 E. Oakton Street, Des Plaines, IL and more particularly described in the Lease and as follows (the "Premises"):

The East 708.40 feet of the North 25 acres of the Northeast Quarter of the Northwest Quarter of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois excepting, however, therefrom the West 45 feet of the North 400 feet thereof, and excepting also therefrom that part thereof described as follows: That part of the Northwest Quarter of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian bounded and described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South on the East line thereof 450 feet; thence West, at right angles to said East line, to the intersection with the West line of Lee Street as shown on Plat of Dedication filed February 16, 1967, as Document LR-2312175 for a place of beginning; thence continuing West, at right angles to the East line aforesaid, to the intersection with a line 17 feet West of and parallel with the West line of said Lee Street; thence North on said parallel line to a point 16 feet (as measured on said parallel line) South of the South line of Oakton Street, as shown on the aforementioned plat of Dedication; thence Northwesterly to said South line, 33 feet West of Lee Street aforesaid (as measured on said South line); thence East, on said South line to the West line of Lee Street aforesaid; thence South on said West line to the place of beginning, and also excepting that part taken for Lee Street and Oakton Street as shown on Plat of Dedication, aforesaid filed February 16, 1967 as Document # LR-2312175.