63116 (3)

EXTRA COPY

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ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease made and entered into this 28th day of December, 1985 by and between Rubloff Inc. ("Assignor"), agent for the beneficiaries of LaSalle National Bank, as Trustee under Trust No. 2472 and LaSalle National Bank, not individually but as Trustee under Trust No. 2472 ("Assignee")

WITNESSETH:

WHEREAS, Assignor is the Lessor under that certain Lease dated March 20, 1985 between Assignor and Dunkin' Donuts of Illinois, Inc. ("Lessee") providing for the lease to Lessee of certain described premises located in the building commonly known as 6 East Lake Street, Chicago, Illinois; and

WHEREAS, Lessor and Lessee entered into an Amendment to Lease dated September 13, 1985 (the above-described Lease and Amendment to Lease are hereinafter referred to together as the "Lease"); and

WHEREAS, Assignor entered into the Lease in its capacity as agent, and the parties desire that the Lessor's interest under the Lease be transferred to and held in the name of Assignee, as title holder to the leased premises;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease and all of Assignor's right, title and interest under that certain Guaranty of Lease dated June 27, 1985 from Dunkin' Donuts Incorporated to Assignor guaranteeing the obligations of the Lessee under the Lease.

In consideration of the foregoing Assignment, Assignee does hereby assume and agree to perform each and every covenant and obligation to be performed by the Lessor under and pursuant to

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RETURN TO BOX 334

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the provisions of the Lease; and Assignee shall indemnify, defend and hold Assignor harmless from any and all liabilities, obligations, claims, demands and actions that may at any time hereafter be asserted against Assignor by reason of the Lease.

This instrument is executed by LaSalle National Bank, not personally but solely as Trustee under Trust No. 2472, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of said Trust. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said LaSalle National Bank or the beneficiaries of Trust No. 2472, personally, to pay any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained all such personal liability, if any, being expressly waived by the Lessee and by every person now or hereafter claiming any right hereunder, and that so far as the said LaSalle National Bank or said beneficiaries personally are concerned, the Lessee shall look solely to the assets of said Trust and the proceeds thereof for the payment thereof.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease to be executed this 28th day of December, 1985, effective as of March 20, 1985.

RUBLOFF, INC., agent for the beneficiaries of LaSalle National Bank, as Trustee under Trust No. 2472

By: _____

LaSalle National Bank, not individually, but as Trustee under Trust No. 2472

By: _____
VICE PRESIDENT

ATTEST

_____
ASSISTANT SECRETARY

MAIL TO:
MR. ROBERT SAWYER, ATTORNEY
DUNKIN' DONUTS
P.O. BOX 317
RANDOLPH, MASSACHUSETTS
02368

It is further agreed by the parties hereto that whenever and wherever the provisions of this Assignment & Assumption of Lease contains any reference to the right of the Assignor to be indemnified, saved harmless, or reimbursed by Assignee, for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the relationship of Assignor/Assignee under this instrument, then such obligation, if any, on the part of the Assignee shall be construed to be only a right of reimbursement in favor of Assignor out of the trust estate held under Trust No. 2472, from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against the La Salle National Bank individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by, through and under them. In event of conflict between the terms of this rider and of the Assignment & Assumption of Lease to which it is attached, or any question of apparent or claimed liability or obligation resting upon the said trustee, the exculpatory provisions of the rider shall be controlling.

CONSENT

The undersigned, Dunkin' Donuts of Illinois, Inc., the Lessee under the aforementioned Lease, and Dunkin' Donuts Incorporated, being the guarantor of the obligations of Lessee under the Lease, hereby consent to the aforegoing assignment of the Lessor's interest in the Lease and agree to the substitution of the above-named trustee as Lessor as if an original signatory to the Lease, effective as of March 20, 1985.

Dated: January 16, 1986

DUNKIN' DONUTS OF ILLINOIS, INC.

By: _____
John D. Shafer, Jr.
Senior Vice President

DUNKIN DONUTS INCORPORATED

By: _____
Richard [illegible]
Vice President [illegible]

0930030

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 28th day of December, 1985 before me personally appeared Alfred B. Perlman, agent for the beneficiaries of LaSalle National Bank, as Trustee under Trust No. 2742, to me knwon to be the same person who signed the foregoing instrument as his free act and deed as such agent for the use and purpose therein mentioned.

GIVEN under my hand and Notarial Seal this 28th day of December, 1985.

Catherine A. Bock
Notary Public

My Commission Expires: 2/3/89

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathy Pacana, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LAN[illegible], ~~Assistant~~ Vice President of LASALLE NATIONAL BANK, and James A. Clark, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President and Assistant Secretary, respectively, 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 Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of January, 1986.

Kathy Pacana
Notary Public

My Commission Expires: 8-11-88

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LEGAL DESCRIPTION: Approximately 1,737 square feet (more or less) at the southwest corner of the first floor, plus 1,737, more or less, square feet of the basement space located directly thereunder, in the building (the "Building") commonly known as 6 East Lake Street, in the City of Chicago, County of Cook, State of Illinois, legally described as follows:

Lots 28, 29 and 30 in Block 8 in Fort Dearborn Addition to Chicago, in the Southwest Fractional 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER: 17-10-302-008

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6 E. LAKE ST.,
CHICAGO, ILLINOIS