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0879 29775 112,

R85899-97-(9) b

ASSIGNMENT AND ASSUMPTION OF LEASE

13⁰⁰

KNOW THAT HOWARD JOHNSON COMPANY, a Maryland corporation, having an office at One Monarch Drive, North Quincy, Massachusetts, 02269-9102 ("Assignor"), in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to Assignor in hand paid by THE GROUND ROUND, INC., a Delaware corporation, having an office at One Monarch Drive, North Quincy, Massachusetts, 02269-9102 ("Assignee"), hereby assigns, transfers and sets over to Assignee, effective as of the date hereof, all of Assignor's right, title and interest in, to and under that certain lease more particularly described in Exhibit A attached hereto and made a part hereof (the "Lease").

Assignee hereby assumes and agrees to perform and comply with all of the terms, covenants and conditions to be performed or complied with by Assignor pursuant to the Lease from and after the date hereof.

Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all losses, costs, damages, claims, liabilities or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by or asserted against Assignee, as Assignor's successor in interest under the Lease, relating to causes of action arising from a breach of any of the obligations of Assignor under the Lease occurring prior to the delivery hereof.

This instrument was drafted by:

David T. Brewster
Skadden, Arps, Slate, Meagher & Flom
One Beacon Street
Boston, Massachusetts 02108

Box 15

Assignor's name A-3824-14

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Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all losses, costs, damages, claims, liabilities or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by or asserted against Assignor, as Assignee's predecessor in interest under the Lease, relating to causes of action arising from a breach of any of the obligations of Assignee under the Lease occurring on or after the delivery hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Lease to be duly executed as of the 13th day of November, 1985.

Attest:

HOWARD JOHNSON COMPANY,
a Maryland corporation



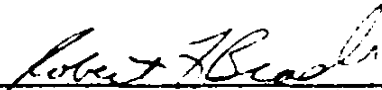
Stuart R. Plumer
Assistant Secretary

By 

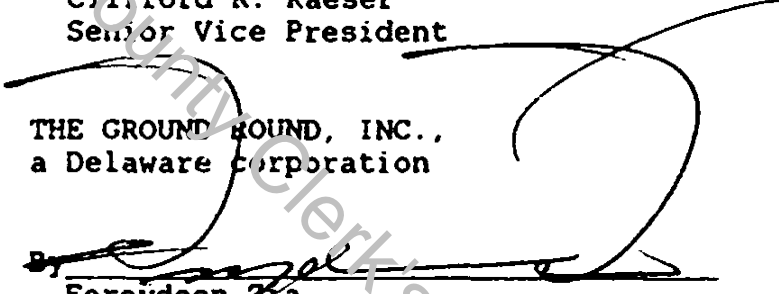
Clifford R. Kaeser
Senior Vice President

Attest:

THE GROUND ROUND, INC.,
a Delaware corporation



Robert F. Brady
Secretary



Fereydoon Zia
President

NOV 13 1985 27

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Upon recordation, this instrument should be returned to: Fereydoon Zia
The Ground Round, Inc.
One Monarch Drive
North Quincy, Massachusetts 02269

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COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF NORFOLK)

I, Constance D. Floyd, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that Clifford R. Kaeser, personally known to me to be the Senior Vice President of Howard Johnson Company, a corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and having been duly sworn acknowledged on his oath that he delivered the said instrument of writing as Senior Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Dated: November 13, 1985

2/24/89

Commission Expires

Constance D. Floyd
Notary Public

COMMONWEALTH OF MASSACHUSETTS)
: ss.:
COUNTY OF NORFOLK)

I, Constance D. Floyd, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that Fereydoon Zia, personally known to me to be the President of The Ground Round, Inc., a corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and having been duly sworn acknowledged on his oath that he delivered the said instrument of writing as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Dated: November 13, 1985

2/24/89

Commission Expires

Constance D. Floyd
Notary Public

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Property of Cook County Clerk's Office

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679/99775 (IL)

EXHIBIT A

Lease, dated May 17, 1960 ("Lease"), by and between N.W. Conrardy, as Trustee for the Lincoln-Crawford Land Trust, as Landlord, and Howard D. Johnson Company (to whose interest the Howard Johnson Company is the successor), as Tenant, as amended, covering property located at 6750 North Lincoln Avenue, Lincolnwood, Illinois, a memorandum of which was recorded in the Office of the Clerk of the County of Cook, Illinois, on August 11, 1960 as Document 17 934 323. Howard D. Johnson Company, a Massachusetts corporation, the tenant named in the aforementioned Lease, merged into Howard Johnson Company, a Maryland corporation, effective January 3, 1975, which corporation thereafter was merged into H-J Holding Company, a Maryland corporation, effective February 27, 1981, which corporation simultaneously therewith changed its name to Howard Johnson Company.

TAX I.D. # 10-34-405-010

Common Address: 6750 N. Lincoln Ave.
Lincolnwood, IL

That part of the West 1/2 of the Southeast 1/4 of Section 31, Township 41 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at a point in the center line of Littleport Road, now Lincoln Avenue, North 250.0 feet from the East line of Section 31; thence North 50.0 feet along the center of road, 124 feet; thence South 12.0 feet West, at right angles to said road, 250.75 feet; thence South 42 feet on a line parallel to the East line of said Section 31; thence East on a line parallel to and 124 feet north of the South line of the North 21 Acres of the East 1/2 of the Southeast 1/4 of Section 31, aforesaid, a distance of 260.8 feet to a point in a line parallel to and 12 feet west of the East line of said Section 31; thence north on last described line, 147.95 feet to the place of beginning; less that portion taken for public streets and highways in the Village of Lincolnwood, Elgin Township, County of Cook and State of Illinois, commonly known as number 6750 N. Lincoln Avenue at the Southwest corner of Crawford Avenue.

Please Return To:
Ticor Title Insurance Co.
39 Broadway
New York, NY 10006
R85-899-99-(9)