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LEASE AND WORK LETTER AGREEMENT ASSIGNMENT

This Assignment is made December 10, 1986 between Chicago Design Associates, Ltd., an Illinois corporation ("Assignor") and Polk Street Restaurant, Ltd., an Illinois corporation ("Assignee").

WHEREAS, by a certain lease agreement and work letter agreement dited November 19, 1986 between Dearborn Station Associates, an Illinois general partnership, as sole beneficiary under a Trust Agreement with American National Bank and Trust Company of Chicago dated May 6, 1986 and known as Trust No. 67319 ("Landlord") and Assignor, Landlord agreed to lease to Assignor and improve for Assignor's benefit for the rent and upon the terms contained therein a certain 6,929 leaseable square feet of area at the Dearborn Station, 47 Polk Street, Chicago, IL ("Premises") more particularly described in Exhibit A of said lease agreement; and

whereas, assignor has the right pursuant to a written amendment of the said lease agreement also dated November 19, 1986 to make this assignment without Landlord's further consent or authorization (said lease agreement, amendment and work letter being collectively referred to as the "Agreements").

NOW, THEREFORE, IT IS AGREED:

- 1. Assignment. For and in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, Assignor hereby satisfies to Assignee all of its rights, privileges, duties, obligations, and liabilities (whether present or future, fixed or contingent) under the Agreements to have and to hold the same unto the Assignee, its successors and assigns, for the duration of the Agreements subject to the terms, conditions, and stipulations contained therein.
- Assignee's Covenants. Assignee agrees to pay all rent and other charges and will assume all of Assignor's obligations and observe and perform all the terms, conditions, and stipulations in the Agreements which are to be observed and performed by Assignor, and will save harmless and keep indemnified Assignor against all claims, demands, and actions including reasonable attorneys' fees thereon by reason of the failure of the Assignee to observe and perform the Agreements.
- 3. Recording. Either Assignor or Assignee may record this assignment in the public records of Cook County, Illinois.

17-16-420-003

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and sealed as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

CHICAGO DESIGN ASSOCIATES, LTD. an Illinois corporation

By Roger Green 191d; President

ATTEST:

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Roger Greenfile 16, Secretary

POLK STREET RESTAURANT, LTD. an Illinois corporation

By Its President

ATTEST:

Its Seores (

Acceptance by Landlord. Landlord hereby accepts this assignment pursuant to the Amendment and releases Assignor from all duties, obligations and liabilities (whether present or future, fixed or contingent) under the Agreements regardless of when the same may accrue and agrees to look solely to Assignee for the performance and satisfaction of such duties, obligations and liabilities all upon Assignee's representation that the controlling interest in Assignee is owned by Roger Greenfield.

LANDLORD:

DEARBORN -STREET ASSOCIATES, an Illinois general partnership, as sole beneficiary under a Trust Agreement with American National Bank and Trust Company of Chicago dated May 6, 1986 and known as Trust No. 67319

Its Partner

Permanent Tax Identification No: 17-16-420-003 / Prepared by: Mark King, Esq., 111 W. Washington, Chicago, IL 60602

STATE OF ILLINOIS)
COUNTY OF COOK)
I, Gray T. Pental , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rear Grand , as President of CHICAGO DESIGN ASSOCIATES, LTD., an Illinois corporation, and Rear Grand , as Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Corporation, for the
uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 150 day of December, 1986.
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Q 856
"OFFICIAL SEAL" Notary Fublic
"OFFICIAL SEAL" GREGORY: T. PEALER Notary Public, State of Illinois My Commission Expires July 18, 1900
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STATE OF [W/b/6] COUNTY OF OHOK

County, in the State aforesaid, DO HEREBY CERTIFY that for said County, in th , as partner of DEARBORN STATIPN STREET ASSOCIATES, an Illinois general partnership, who is personall. Onown to me to be the same person whose name is subscribed to the foregoing instrument as such partner of said Partnership, expeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this to day of

Olyna Clerks Office "OFFICIAL SEAL" CYNTHIA A. DVORAK

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Property of Coof County Clerk's Office

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STATE OF ILLINOIS COUNTY OF COOK I. Grand T. Roke , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Koger Grenfield President of POLK STREET RESTAURANT, LTD., an Illinois corporation, and Reger Gue field Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing President and instrument as such Secretary of said Corporation. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Corporation, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this $\frac{15''}{1986}$ day of December "OPFICIAL SEAL" GREGORY T. PEALER

Notary Public, State of Illinois My Commission Expires July 18, 1990

> DEF 1-02 T40002 TRAN 1252 01/26/87 15:49:00 \$325.5 C #-87-049932 COOK COUNTY REGORDER

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David B. Fahn & Associates 111 W. Washington, Suite 1637 Chicago, IL 60602