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COLLATERAL ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, Jubilee Enterprise, Inc. d/b/a Popeye's , (whether one or more hereinafter referred to as the "Assignor" and/or "Debtor"), does hereby sell, assign, transfer, and set over unto the FOSTER BANK, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, its successors and assigns, (hereinafter referred to as the "Assignee" and/or "creditor"), all right, title and interest of Assignor in and to that certain Lease dated March 3, 1992

(whether one or more hereinafter the 'Lesser')

with respect to the premier located a: 257 E. Sibley Blvd., Harvey IL 60426

, 199_ (the "Lease") with

(the "Premises"), more particularly described on Exhibit "A" attached hereto and made a part hereof, pursuant to that Note of even date herewith (the "Note") made by Assigner to Assignee, as collateral security to and for (a) the payment of all obligations of Debtor to the Foster Bank, and (b) the performance of all of the terms and circuit ons of any security documents until said debt and indebtedness shall be paid in full.

Assignor represents that Assignor has good right and authority to make this Assignment, that Assignor has not heretofore assigned, piedged or other vise disposed of or encumbered the Lease, and that Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment.

Assignor agrees to observe, perform and discharge, duly and punctually, all and singular, the terms and conditions of the security documents and the terms and conditions of the Lease in all material respects.

Assignor also agrees:

- a. not to execute any other assignments of the Lease or any interest therein:
- b. if so requested by Assignee, to enforce the Lease and all rights and remedies available to Assignor against the Lessor under the Lease in case of a material default under the Lease by said Lessor, provided, however, that Assignor shall be entitled to enforce its rights and remedies against Lessor in a reasonable manner as determined in the exercise of its business judgment:
 - c. to give Assignee promot notice of any default by Assignor or Lessor under the Lease;
- d. to give Assignee copies of any default notices (i) received by Assignor from Lessor or (ii) delivered by Assignor to Lessor;
- e. notwithstanding any amendment, modification or other change of the terms and conditions of the Lease or the security documents or any extension of time for payment thereunder or any release of part or parts of the Premises, the Lease hereby assigned shall continue as additional collateral security in accordance with the terms and conditions of this instrument.

Each of the following shall constitute an Event of Default under this Collateral Assignment of Lease:

a. If an Event of Defaul: as defined in the Lease shall occur thereunder, or if an Event of

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Default shall be declared or occur under and as defined in any of the terms and provisions of any document or instrument (other than this Collateral Assignment of Lease) securing the indebtedness secured hereby.

b. If default shall be made in the due and punctual performance of any other term, covenant, provision, agreement, condition or obligation herein contained which is not covered by the Lease or any document or instrument (other than this Collateral Assignment of Lease) securing the indebtedness secured hereby, and (i) with respect to a monetary default, the failure to cure such default within five (5) days after service of notice thereof, and (ii) with respect to such non-monetary default within thirty (30) days after service of notice thereof; or, if such non-monetary default is not reasonably susceptible of cure within said thirty (30) days, or failure to proceed with such cure thereafter in a reasonably diligent manner.

Lessor evenants and agrees to provide Assignee copies of all default notices delivered by Lessor to Assignor. In one event Assignor fails to cure any default within the applicable notice and grace periods, Lessor agrees to afford Assignee a commensurate amount of time to cure the default. In the event Assignee elects to cure same, the Lesse shall be deemed to continue in full force and effect.

It is understood and agreed that Assignor shall be entitled to the rights, benefits and avails of the Lease unless and until election by Assignee after an Event of Default shall have occurred hereunder. In such event and election, Assignee shall be entitled forthwith without any notice whatsoever to Assignor to take control of the Lease and all rights, benefits and avails accruing thereunder and to do all acts and things which Assignor could do under or pursuant to the Lease, all in the sole judgment and discretion of Assignee and to exercise any other remedy available to it at law or in equity. Without limiting the foregoing, upon such event and election, Assignee shall be entitled to (a) notify the Lessor of such Event of Default and this Assignment, (b) enforce the obligations of Lessor, and (c) in general perform all acts under the Lease, as Assignee in its discretion may determine advisable. In the event of such Event of Default, Assignor agrees to endorse and deliver to Assignee all then existing agreements covering the Premises or any part thereof. Without liaiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Lease to Assignee as aforesaid, this Assignment shall be deemed to be an assignment of the Lease, to Assignee upon such event and election.

It is further understood that this Assignment shall not operate to place responsibility upon Assignee for the performance of any of the terms and conditions of the cease assigned hereunder, or for any other performance with respect to the Premises except and until Assignee exercises its rights under this Assignment.

The acceptance of this Assignment and the receipt of the rights, benefits an i awils of the Lease hereby assigned upon the events referred to above shall be without prejudice to and shall not constitute a waiver on the part of Assignee of any of the Assignee's rights or remedies under the terms and conditions of the security documents or the Note.

The security of this Assignment is and shall be primary and on a parity with the Premises and not secondary.

In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease or under er by reason of this Assignment, and Assignor shall and does hereby agree to protect, defend and indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations



or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease with respect to such liability, loss, damage, claim or demand arising out of events occurring prior to the exercise by Accignee of its rights under this Assignment.

Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand.

This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of the Lease to source said debt and indebtedness contained in any of the security documents and the Note.

Assigno, shall upon demand, execute and deliver to Assignee such further documents and do and perform such other acts and things as Assignee may deem necessary or appropriate to make effective this Assignment and the agreements and obligations of Assignor under this Assignment and to more effectively vest in and secure to Assignee the Lease and the rights, benefits and avails therefrom.

IN WITNESS WHEPEOF, the inder signed have executed this instrument this

| ay of UNDUBER 1997. | |
|--|---|
| 4 5 | e, Inc. d/b/a Popeye's |
| CONSENT TO ASSIGNMENT | |
| The undersigned, being the Lessor in the Lease described in the foregoing of Lease of even date herewith by and terween Jubilee Enterprise, Inc., as Assignor and the Foster Bank, as Assignee, does hereby concent to document by Assignor and the undersigned agrees to be bound by all of the terforth therein. Lessor | . d/b/a Popeye's the execution of the |
| Nizar Kassan Almas Kassa | |
| STATE OF ILLINOIS)) SS. COUNTY OF) | ; ; • |
| I, the undersigned, a Notary Public, in and for said County, in the State CERTIFY that personally known to me to be the same person whose name subject that instrument, appeared before me this day in person, and acknowledged that and delivered the said instrument as free and voluntary act, for the | bscribed to the foregoing he 42 signed, scaled |

Property of Coof County Clerk's Office

| therein set forth. | | | | |
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| COUNTY OF |) | | | |
| i, the undersign | at. 2 Notary Publ | ic, in and for said | County, in the State afor | esaid, DO HEREBY |
| CERTIFY that | | | | |
| personally known to me | to be the same p | serson whose | name subscrib mowledged that he | ed to the foregoing |
| instrument, appeared bef | ore me this day | in person, and act | mowledged thattie | signed, sealed |
| and delivered the said in therein set forth. | strument as | irce and | voluntary act, for the uses | and purposes |
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| COUNTY OF | ý | 3 | ira Isaac bili cintain | ; } |
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| CERTIFY that | .س. | chicant land | |) _C |
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| Banking Corporation and | | ے | anner of said anner and | an alexander |
| personally known to me | to ce the | o warnes are sub | ecretary, of said corporation scribed to the foregoing in | on, personanty |
| before me this day in new | anic persons who | oc names are suo: v acknowledged ti | nat they signed, sealed and | delivered the said |
| instrument as | | ident and | Secretary of said | d corporation as |
| their free and voluntary a | ict, for the uses a | and purposes there | ein set forth. | • |
| | | | | |
| Given under my | hand and official | seal, this | _ day of Non | . 1992 |
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| | ****** | | J - 1/1/2 | |
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| SEAL | Ira Iraa | e Silverstein | MIL TO: | |
| | Notary Public | ० उपरचन्नस्थतः ५ द्वीरात्रं स्थितवर्षः | } | |
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Property of County Clert's Office

OFFICIALISTIC

LEGAL DESCRIPTION

LOTS 19, 20, 21, 22 AND 23, 24, 25 AND 26 (EXCEPTING THEREFROM THAT PART OF LOTS 19, 10, 21, 22, 13, 24, 15 AND 16 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MORTHEAST CORMER OF SAID LOT 18: THENCE WEST A DISTANCE OF I FEET ALONG THE NORTH LOT LINE OF SAID LOT 19; THENCE SOUTH ALONG A LINE A DISTANCE OF 90.04 FEST, SAID LINE BEING PARALLEL AND ? FEST WEST OF THE EXISTING WEST RIGHT OF WAY LINE OF HALSTED STREET THENCE SOUTHWESTERLY A DISTANCE OF 39.44 FEST TO A POINT, SAID POINT BEING WORMALLY DISTANT ? FEET NORTH OF THE SOUTH LINE OF SAID LOT 10 AND WORMALLY DISTANT 35 FEST WEST OF EAST LOT LINE OF SALD LOT 19; THENCE WEST ALONG A STRAIGHT LINE LYING I FEET NORTH OF AND PARALLEL WITH THE EXISTING NORTH RIGHT OF WAY LINE OF SIBLEY BOULEWARD (147TH STREET: TO A POINT ON THE WEST LOT LINE OF SAID LOT 15; THENCE SOUTH ALONG THE WEST LOT LINE OF AID LOT 16 A DISTANCE / FERT TO A POINT; SAID PHINT BEING THE SCUTHWEST CORNER OF SAID LOT OF: THENCE EVET ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF SIBLE BOULEVARD TO THE SCOTHERST COPNER OF SAID LOT 19; THENCE WORTH A DISTANCE OF 125 FEET ALONG THE EAST LOT LINE OF SAID LOT 19 TO THE POINT OF BEGINNING), IN BLOCK 5 IN YOUNG AND RYAN'S SECOND MODITION TO HARVEY A SUBDIVISION OF THE SOUTH 35 ACRES OF THE EAST 1/1 OF THE WEST 1/2 OF THE MORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 100K COUNTY, ILLINOIS

Aermanent Index No. 20-(8-224-00-)
Commonly Known As; 257 E. Sibley Blvd.,
Harvey IL 60426