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QUITCLAIM ASSIGNMENT OF LEASES, CONTRACTS, PERMITS AND OTHER RIGHTS

THIS AGREEMENT is dated this 28 day of January, 1993 by and between BOB'S HOLDING COMPANY, an Illinois corporation (the "Assignor") and SAL'S HOLDING COMPANY, an Illinois corporation, and TONY'S HOLDING COMPANY, an Illinois corporation (collectively the "Assignee").

WITNESSETH:

WHEREAS, Assignor desires to transfer all of its right, title and interest, if any, in and to that certain property described in Exhibit "A' attached hereto (the "Property") and Assignee desires to acquire all of Assignor's right, title and interest in and to that Property in accordance with the terms of the Settlement Agreement;

WHEREAS, in connection with the foregoing transfer, Assigner desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest under any of the leases (the "Leases"), contracts (the 'Contracts"), permits (the "Permits") and other miscellaneous agreements ("Agreements") affecting the Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) by each party hereto to the other in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties hereto agree and covenant as follows:

- 1. Assignor assigns to Assignee, effective October 1, 1992 (the "Effective Date") all of Assignor's right, title and interest, if any, in and to any Leases, Contracts (including, but not limited to service contracts and employment contracts), Permits and other miscellaneous Agreements, together with the benefit of each and every of the rights, covenants and other provisions therein contained, as follows:
 - a. an undivided sixty-one percent (61%) interest in and to Sal's Holding Company, an Illinois corporation; and
 - b. an undivided thirty-nine percent (39%) interest in and to Tony's Holding Company, an Illinois corporation.
- 2. This Assignment is made by the Assignor and accepted by the Assignee, subject to all of the obligations and liabilities of the Assignor under all of the Leases, Contracts, Permits and other miscellaneous Agreements which may accrue after the date hereof,

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which obligations and liabilities, by acceptance thereof, the Assignee hereby expressly assumes.

- 3. Assignor hereby covenants to Assignee that, to the best of its knowledge, it is not in default under the terms of any Lease, Contract, Permit or other Agreement affecting the Property. Assignor further covenants that it has full and lawful authority to make this assignment.
- 4. Assignee agrees to assume the rights, obligations and liabilities set forth in any Lease, Contract, Permit or other Agreemant affecting the Property as of October 1, 1992, and will perform and observe all covenants contained on Assignors part to be performed and observed, which shall accrue after said last mentioned late.

Assignor small be relieved of any and all liability or obligations under any Lease, Contract, Permit or other Agreement affecting the Property which shall accrue from and after October 1, 1992.

Dated this 28 day of January, 1993.

- ASSIGNOR:

20P'S HOLDING COMPANY, an Illinois corporation

Robert J. FiMucci, as President and Secretary

ASSIGNEE:

SAL'S ALINO OND MY on Illinois corpo ap op

Salvatore J. DiMucci, as Provident and Secretary

TONY'S HOLDING COMPANY, an Illinois

Anthony P. biMucci, as President and Secretary

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STATE OF ILLINOIS)

SS

COUNTY OF

I, Tatvicia A Satkipul(2), a Notary Public in and for said County, in the State aforesaid, do hereby certify that Salvatore J. DiMucci, Anthony P. DiMucci, and Robert J. DiMucci, personally known to me to be the Presidents/Secretaries as aforesaid and same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN voder my hand and Notarial Seal this 28 day of January, 1993.

NOTARY PUBLIC

THIS DOCUMENT PREPARED FOR AND AFTER RECORDATION RETURN TO:

Lisa B. Kenoe, Esq. Neal Gerber & Eisenberg Two North LaSalle Street Suite 2100 Chicago, Illinois 60602 312/269-8019

Send M

Box 26

"OFFICIAL SEAL"
PATRICIA A, BATKIEWICZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/2/96

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EXHIBIT A

(Redwood Apartments)

LEGAL DESCRIPTION:

5, 6 AND 7 IN BLG.
10N OF PART OF THE 5.
SHIP 41 NORTH, RANGE 1.
DING TO PLAT THEREOF REGI.
TLUS OF COOK COUNTY, ILLINO.
TR-14-300 007 Phrough 013 LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 19 IN ELK RIDGE VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLIS OF COOK COUNTY, ILLINOIS ON JUNE 29, 1962 AS DOCUMENT NUMBER 2041560.