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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

LOCATION: MUNSTER, INDIANA (CALUMET/BROADMOOR)  
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STORE NUMBER: 669  
RECORDER

**MEMORANDUM OF FRANCHISE LEASE**

THIS MEMORANDUM OF FRANCHISE LEASE (this "Memorandum") is made and entered into as of the 2nd day of May, 1995 by and between BC Real Estate Investments, Inc., a Delaware corporation ("Landlord"), with an address at 14103 Denver West Parkway, P.O. Box 4086, Golden, Colorado 80401, and BC Chicago, Inc., an Illinois corporation ("Tenant"), with an address at 770 Pasquinelli Drive, Suite 400, Westmont, Illinois 60559.

Document is  
WITNESSETH:  
**NOT OFFICIAL!**

WHEREAS, Landlord is the fee owner of certain premises (the "Demised Premises") situated in Munster, Lake County, Indiana, and legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Landlord and Tenant have entered into a certain Franchise Lease dated June 2, 1995 (the "Lease") for a Boston Chicken Unit located at the Demised Premises; and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the rights of Landlord and Tenant under the Lease and of the existence of the Lease.

NOW THEREFORE, Landlord, for and in consideration of the rents to be paid and the obligations to be performed by Tenant as provided in the Lease, does hereby demise and lease unto Tenant and Tenant does hereby take and hire, upon and subject to the conditions expressed in the Lease, the Demised Premises, and state and agree as follows:

1. The recitals set forth above shall be incorporated into this Memorandum by this reference as if such recitals were written at length in this Memorandum.

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING MAIL TO:

BC Real Estate Investments, Inc.  
14103 Denver West Parkway  
P.O. Box 4086  
Golden, Colorado 80401  
Attention: Real Estate Services Department

8032-8040 Calumet Avenue  
Munster, Indiana  
Key Nos. 28-51-1, 28-51-5 and 28-51-11

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AUDITOR LAKE COUNTY

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2. Landlord and Tenant executed and delivered the Lease as of the date set forth in the recitals set forth above. Copies of the Lease are being held by both Landlord and Tenant at their respective addresses stated above. Capitalized terms unless otherwise defined herein shall have the meanings given to them in the Lease.

3. The Term shall commence on the date on which Landlord acquires title to the Demised Premises.

4. The Term shall expire on the date which is the day before the tenth (10th) anniversary of the date of the Franchise Agreement (the "Expiration Date"), unless the Term shall be extended or earlier terminated in accordance with the Lease.

5. Tenant has two (2) options under the Lease to renew the Term of the Lease for Renewal Terms of five (5) years each.

6. Tenant has collaterally assigned its interest in the Lease to Boston Chicken, Inc. and any transfer by Tenant of its interest in the Lease shall be subject to said collateral assignment until and unless said collateral assignment is released by Boston Chicken, Inc. Landlord has consented to said collateral assignment.

7. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though written at length herein and the Lease and this Memorandum shall be deemed to constitute a single instrument or document. The rights and obligations of the parties hereto shall be construed solely by reference to the provisions of the Lease and in the event of any conflict between the provisions of the Lease and those of this Memorandum, the provisions of the Lease shall control.

8. All notices given pursuant to the Lease must be in writing and given in accordance with Section 24.1 of the Lease.

9. This Memorandum is only intended to provide notice of the existence of the Lease and Tenant's leasehold estate and shall not be deemed to amend any of the terms of the Lease.

10. This Memorandum shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first above written.

Dated this 2 day  
of ~~May~~, 1995.  
June

TENANT:

BC CHICAGO, INC., an Illinois corporation

By: [Signature]  
Name: John Marlock  
Title: President

Dated this 2nd day  
of ~~May~~, 1995.  
June

LANDLORD:

BC REAL ESTATE INVESTMENTS,  
INC., a Delaware corporation

**Document is NOT OFFICIAL!**  
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By: [Signature]  
 Name: \_\_\_\_\_  
 Title: Thomas R. Sprague  
Vice President



STATE OF COLORADO )  
 ) SS  
COUNTY OF JEFFERSON )

Personally appeared before me, a Notary Public in and for the above County and State, Thomas R. Sprague, known personally by me and acknowledged by me to be on the date of execution, V.P. of BC Real Estate Investments, Inc., a Delaware corporation, and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 2<sup>nd</sup> day of <sup>June</sup> ~~May~~, 1995.

Denay Burrows  
Notary Public

My Commission Expires:

1-27-98

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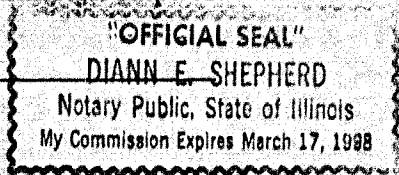
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF <sup>Cook</sup> ~~DUPAGE~~ )

Personally appeared before me, a Notary Public in and for the above County and State, John Muelock, known personally by me and acknowledged by me to be on the date of execution, the President of BC Chicago, Inc., an Illinois corporation, and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 2 day of <sup>June</sup> ~~May~~, 1995.

Dianna E. Shepherd  
Notary Public

My Commission Expires:



LOCATION: MUNSTER, INDIANA (CALUMET/BROADMOOR)

STORE NUMBER: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEMISED PREMISES

LOTS 1 TO 12, BOTH INCLUSIVE, CALUMET RIDGE 2ND ADDITION TO MUNSTER,  
AS SHOWN IN PLAT BOOK 20, PAGE 14, IN LAKE COUNTY, INDIANA.

