

13

This document was prepared by
and after recording, return to **2000 045268**

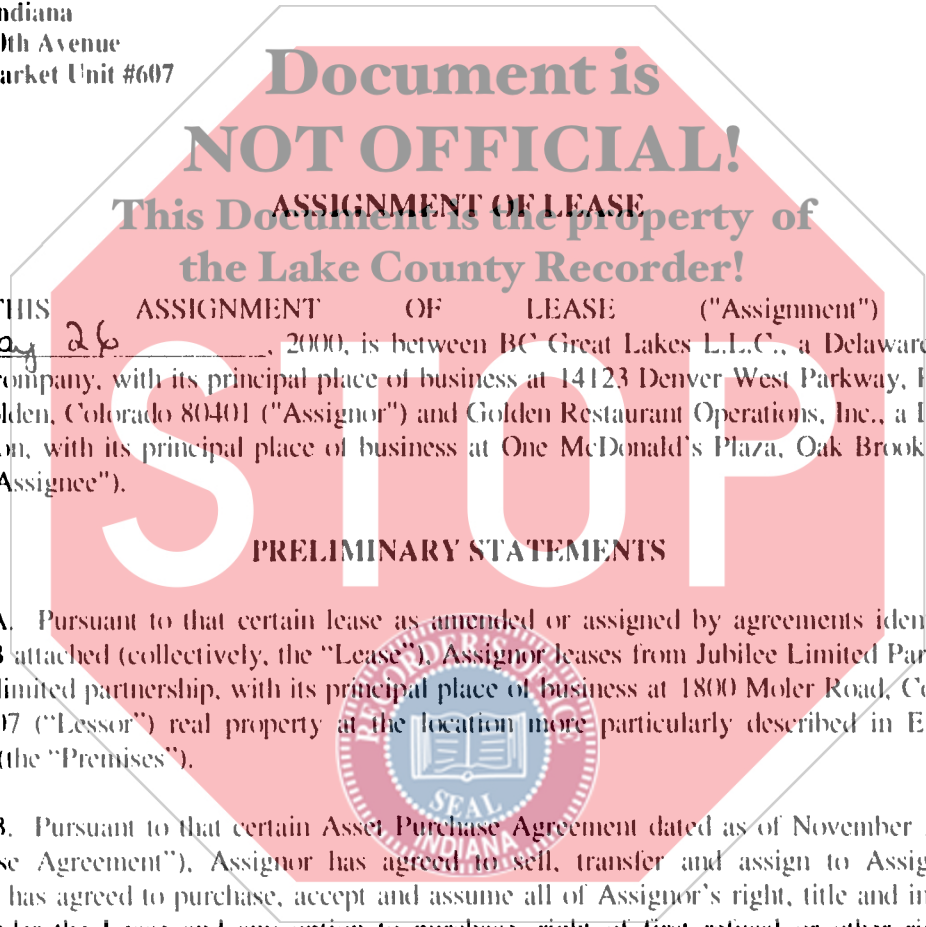
2000 JUN 27 11 00 AM

Catherine A. Griffin
Dept. 091
One McDonald's Plaza
Oak Brook, IL 60523

MO. REC. DIV.
RECORDS

Location:

Hobart, Indiana
1939 E. 80th Avenue
Boston Market Unit #607



THIS May 26 ASSIGNMENT OF LEASE ("Assignment") dated
_____, 2000, is between BC Great Lakes L.L.C., a Delaware limited
liability company, with its principal place of business at 14123 Denver West Parkway, P.O. Box
4086, Golden, Colorado 80401 ("Assignor") and Golden Restaurant Operations, Inc., a Delaware
corporation, with its principal place of business at One McDonald's Plaza, Oak Brook, Illinois
60523 ("Assignee").

PRELIMINARY STATEMENTS

A. Pursuant to that certain lease as amended or assigned by agreements identified on
Exhibit B attached (collectively, the "Lease"), Assignor leases from Jubilee Limited Partnership,
an Ohio limited partnership, with its principal place of business at 1800 Moler Road, Columbus,
OH 43207 ("Lessor") real property at the location more particularly described in Exhibit A
attached (the "Premises").

B. Pursuant to that certain Asset Purchase Agreement dated as of November 30, 1999
("Purchase Agreement"), Assignor has agreed to sell, transfer and assign to Assignee and
Assignee has agreed to purchase, accept and assume all of Assignor's right, title and interest as
lessee under the Lease and any option to purchase, right of first refusal or other rights that
Assignor may have with respect to the Premises, whether contained in the Lease or in a separate
agreement, together with all of Assignor's right, title and interest in and to all buildings,
structures, improvements, fixtures and equipment now located upon the Premises, all warranties
pertaining thereto and all licenses, permits, easements and appurtenances benefiting the Premises.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00)
and other good and valuable consideration, paid by each of the parties to the other, the receipt and
sufficiency of which are acknowledged, and the mutual promises contained in this Assignment
and in the Purchase Agreement, the parties, intending to be legally bound, agree as follows:

F30107

HOLD FOR FIRST AMERICAN TITLE

361
AA

1. Grant. Assignor assigns to Assignee all its right, title and interest in and to the Lease including, without limitation, any security deposit or advance rental, any option to purchase, right of first refusal or other rights that Assignor may have with respect to the Premises, whether contained in the Lease or a separate agreement, all warranties pertaining to the buildings, structures, improvements, fixtures and equipment now located on the Premises and all licenses, permits, easements and appurtenances benefiting the Premises, in accordance with and subject to the terms, covenants and conditions contained in this Assignment and in the Purchase Agreement.

2. Covenants of Assignee. Assignee accepts the assignment set forth above and effective as of the day and year first above written (the "Effective Date"), agrees to assume the Lease and to be liable for and pay for and perform all the respective covenants, terms and agreements to be performed by the lessee under the Lease to the extent arising after the Effective Date and to attorn to the lessor under the Lease for the faithful performance of all the respective covenants, terms and agreements to be performed by the lessee under the Lease.

3. Confirmation by Assignor. Assignor represents and confirms that the Lease is in full force and effect, unchanged and unmodified except as set forth above; that there are no defaults under the Lease and Assignor is not aware of any conditions or circumstances which by lapse of time or upon the giving of notice or both would result in Assignor or Assignee being in default under the Lease; and that Assignor has paid all rental obligations and other charges due under or arising out of the Lease up to and including the date of this Assignment. Assignor further represents and confirms that all requisite court approvals necessitated by Assignor's status as a debtor in certain Chapter 11 cases (Case Nos. 98-12547-CGC through 98-12570-CGC) pending before the United States Bankruptcy Court for the District of Arizona, including all approvals to this assumption and assignment required pursuant to Section 365 of the U. S. Bankruptcy Code, 11 U.S.C. Sections 101-1330 et. seq. (a certified copy of the U. S. Bankruptcy Court order granting such approvals is attached as Exhibit C) and any other necessary approvals have been obtained by Assignor. *GU*

4. Notice. If at any time after the execution of this Assignment, it shall become necessary and convenient for one of the parties to this Assignment to serve any notice, demand or communication upon any other party, such notice, demand or communication shall be in writing signed by the parties serving notice, and shall either be deposited in the United States mail, sent certified, return receipt requested, postage prepaid or sent by nationally-recognized overnight carrier, with confirmation of delivery and (a) if intended for Assignor shall be addressed to Akin, Gump, Strauss, Hauer and Feld, L.L.P., 1500 Bank of America Plaza, 300 Convent Street, San Antonio, Texas 78205 Attention: Cecil Schenker, Esq. and (b) if intended for Assignee shall be addressed to Golden Restaurant Operations, Inc., One McDonald's Plaza, Oak Brook, Illinois 60523, Attn: Director, U.S. Legal Department - #091, Boston Market Site #607, or to such other address as either party may have furnished to the other in writing as a place for service of notice. Any notice so mailed shall be deemed to be delivered (x) when deposited in the United States Mail, postage prepaid, certified, return receipt requested, or (y) when received or rejected, if sent by a nationally-recognized overnight carrier.

5. Recording. This Assignment or memorandum hereof (at Assignee's option) shall be recorded.

6. Definitions. It is understood and agreed that all capitalized terms and expressions not otherwise defined when used in this Assignment have the same meaning as they have in the Lease.

7. Binding Effect. The terms, conditions and covenants of this Assignment shall be binding upon and shall inure to the benefit of each of the parties to this Assignment, their heirs, personal representatives, successors or assigns, and shall run with the land; and where one or more parties shall be Assignor or Assignee under this Agreement, the "Assignor" or "Assignee" whenever used in this Agreement shall be deemed to include all parties to this Assignment jointly and severally.

IN WITNESS WHEREOF, the parties have each caused this Assignment of Lease to be duly executed on their behalf, under seal, and in the manner prescribed by law, as of the day and year first above written.

ASSIGNOR: BC Great Lakes L.L.C., a Delaware limited liability company
By: Boston Chicken, Inc. mgr.
By: [Signature]
Its: VP

ASSIGNEE: Golden Restaurant Operations, Inc., a Delaware corporation
By: [Signature]
Vice President
Catherine A. Griffin

Document
NOT OFFICIAL
This Document is the property of
the Lake County Recorder!

STOP

RECORDER'S OFFICE
SEAL
INDIANA

dh

Please Execute In Black Ink Only

**ACKNOWLEDGMENT
(Corporate)**

State of Colorado)

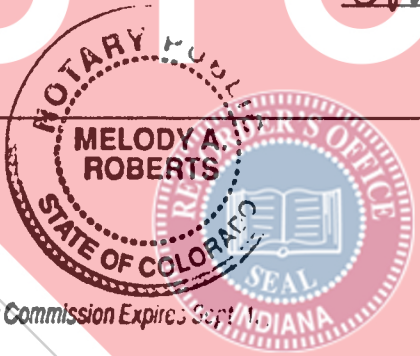
County of Jefferson)

I, MELODY A. ROBERTS, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Greg Uhing of Boston Chicken, Inc., a Delaware corporation, who is 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of May, 2000.

Melody A. Roberts

My commission expires _____



My Commission Expires Sept / MOIANA

**GOLDEN RESTAURANT OPERATIONS, INC.
ACKNOWLEDGMENT
(No attestation required)**

STATE OF ILLINOIS)
) §:
COUNTY OF DUPAGE)

I, Patricia D. Scudero, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Vice President of Golden Restaurant Operations, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of April, 2000.

Patricia D. Scudero
Notary Public

My commission expires November 30, 2003.



607

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL 1: PART OF THE NORTH HALF OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 02 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 842.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHESAPEAKE AND OHIO RAILROAD, THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE 1615.41 FEET, THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 748.26 FEET, THENCE SOUTH 88 DEGREES 25 MINUTES 00 SECONDS WEST, 134.54 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL THENCE CONTINUING SOUTH 88 DEGREES 25 MINUTES 00 SECONDS WEST, 326.65 FEET, THENCE SOUTH 01 DEGREES 35 MINUTES 00 SECONDS EAST, 193.56 FEET TO THE NORTHERLY LINE OF U. S. HIGHWAY NO. 30 THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID HIGHWAY, 309.65 FEET, THENCE NORTH 01 DEGREES 35 MINUTES 00 SECONDS WEST, 43.06 FEET, THENCE NORTH 88 DEGREES 25 MINUTES 00 SECONDS EAST, 17.0 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 00 SECONDS WEST, 150 FEET TO THE POINT OF BEGINNING EXCEPT THAT PART CONVEYED TO THE STATE OF INDIANA BY WARRANTY DEED RECORDED SEPTEMBER 19, 1978 AS DOCUMENT NO. 491229 DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH 0 DEGREES 01 MINUTES 00 SECONDS WEST 2,287.90 FEET ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHWEST CORNER OF THE OWNER'S LAND, THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST 350.00 FEET TO THE CORNER OF THE OWNER'S LAND, THENCE SOUTH 0 DEGREES 01 MINUTES 00 SECONDS WEST 196.90 FEET ALONG THE WEST LINE OF THE OWNER'S LAND TO THE NORTH BOUNDARY OF U. S. R. 30 THENCE ALONG THE BOUNDARY OF SAID U. S. R. 30 EASTERLY 463.51 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 53,814.79 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 89 DEGREES 02 MINUTES 50 SECONDS EAST AND A LENGTH OF 463.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH 1 DEGREE 11 MINUTES 58 SECONDS EAST 10.00 FEET, THENCE SOUTH 88 DEGREES 46 MINUTES 26 SECONDS EAST 50.01 FEET, THENCE SOUTH 1 DEGREE 15 MINUTES 10 SECONDS WEST 10.00 FEET TO THE NORTH BOUNDARY OF U. S. R. 30, THENCE ALONG THE BOUNDARY OF SAID U. S. R. 30 WESTERLY 50.00 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 53,814.79 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 88 DEGREES 46 MINUTES 26 SECONDS WEST AND A LENGTH OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: PART OF THE NORTH HALF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 02 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 842.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHESAPEAKE AND OHIO RAILROAD; THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY 1845.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 274.33 FEET; THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST, 4.0 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES

00 SECONDS WEST, 80.00 FEET; THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST, 26.41 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST 275.00 FEET; THENCE NORTH 62 DEGREES 42 MINUTES 00 SECONDS WEST, 260.0 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 339.51 FEET MORE OR LESS TO THE NORTHERLY LINE OF U. S. HIGHWAY NO. 30; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 53,817.23 FEET A DISTANCE OF 87.67 FEET TO THE POINT OF CURVE; THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID HIGHWAY A DISTANCE OF 1931.83 FEET TO THE SOUTHERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD; THENCE NORTH 62 DEGREES 42 MINUTES 00 SECONDS WEST, 1542.08 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE STATE OF INDIANA BY WARRANTY DEED RECORDED SEPTEMBER 19, 1978 AS DOCUMENT NO. 491229, DESCRIBED AS FOLLOWS:

NOT OFFICIAL!

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 0 DEGREES 01 MINUTES 00 SECONDS WEST 2,287.90 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST 350.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 00 SECONDS WEST 196.90 FEET TO THE NORTH BOUNDARY OF U. S. R. 30; THENCE ALONG THE BOUNDARY OF SAID U. S. R. 30 EASTERLY 651.76 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 53,814.79 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 88 DEGREES 56 MINUTES 49 SECONDS EAST AND A LENGTH OF 651.76 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 00 SECONDS EAST 688.03 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 1 DEGREE 24 MINUTES 00 SECONDS EAST 10.00 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE SOUTH 1 DEGREE 24 MINUTES 00 SECONDS WEST 10.00 FEET TO THE NORTH BOUNDARY OF U. S. R. 30; THENCE NORTH 88 DEGREES 36 MINUTES 00 SECONDS WEST 40.00 FEET ALONG THE BOUNDARY OF SAID U. S. R. 30 TO THE POINT OF BEGINNING.

PARCEL 3: NON-EXCLUSIVE EASEMENT RIGHTS FOR PARKING LOT, UTILITY CROSSOVERS AND DRIVEWAYS SET OUT IN DOCUMENT RECORDED SEPTEMBER 15, 1989 AS DOCUMENT NO. 058076 AND AS AMENDED BY AMENDMENT TO PARKING LOT, UTILITY CROSSOVERS AND DRIVEWAYS EASEMENT AGREEMENT, RECORDED JUNE 7, 1990 AS INSTRUMENT NO. 104644, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED TRACT; ALSO KNOWN AS NORTHERN INDIANA PUBLIC SERVICE COMPANY PARCEL.

PART OF THE NORTH HALF, SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPLE MERIDIAN, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 AND THE NORTHEASTERN RIGHT OF WAY OF THE ABANDONED C & O RAILROAD, THENCE NORTH 59 DEGREES 57 MINUTES 30 SECONDS WEST ALONG SAID NORTHEASTERN RAILROAD RIGHT OF WAY 1724.96 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 30 SECONDS WEST, 100 FEET THENCE SOUTH 59 DEGREES 57 MINUTES 30 SECONDS EAST ALONG THE SOUTHWESTERN RIGHT OF WAY OF SAID ABANDONED RAILROAD RIGHT OF WAY, 1542.08 FEET MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 30; THENCE SOUTH 88 DEGREES 37 MINUTES 42 SECONDS EAST, 208.44 FEET TO THE POINT OF BEGINNING.

PARCEL 4: NON-EXCLUSIVE EASEMENT RIGHTS FOR COMMON FACILITIES AND COMMON UTILITY FACILITIES AS SET OUT IN DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS RECORDED JANUARY 30, 1979 AS DOCUMENT NO. 513561, AND AS AMENDED BY SUPPLEMENTAL AGREEMENT RECORDED JANUARY 30, 1979 AS DOCUMENT NO. 513565, BY AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS RECORDED MARCH 20, 1987 AS DOCUMENT NO. 907788, AND BY SUPPLEMENTAL AGREEMENT RECORDED MARCH 20, 1987 AS DOCUMENT NO. 907791, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED TRACT, ALSO KNOWN AS: TOYS "R" US PARCEL.

PART OF THE NORTH HALF OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 02 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23, 842.20 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE CHESAPEAKE AND OHIO RAILROAD, THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 1652.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 192.67 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 274.33 FEET, THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST 4.00 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 80.00 FEET; THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST, 26.41 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 275.00 FEET; THENCE NORTH 62 DEGREES 42 MINUTES 00 SECONDS WEST, 260.00 FEET; THENCE NORTH 27 DEGREES 18 MINUTES 00 SECONDS EAST 275.00 FEET; THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST, 36.92 FEET; THENCE NORTH 27 DEGREES 18 MINUTES 00 SECONDS EAST, 354.33 FEET TO THE PLACE OF BEGINNING. (SAID EASEMENT BENEFITS ALL PARCELS DESCRIBED IN SCHEDULE A HEREOF).

PARCEL 5: NON-EXCLUSIVE EASEMENT RIGHTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, PARKING AND DRAINAGE AS SET OUT IN DEDICATION OF EASEMENTS, COVENANTS AND CONDITIONS RECORDED JANUARY 30, 1979 AS DOCUMENT NO. 513561, AND AS AMENDED BY SUPPLEMENTAL AGREEMENT RECORDED JANUARY 30, 1979 AS DOCUMENT NO. 513565 BY AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS RECORDED MARCH 20, 1987 AS DOCUMENT NO. 907788 AND BY SUPPLEMENTAL AGREEMENT RECORDED MARCH 20, 1987 AS DOCUMENT NO. 907791, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED TRACT, ALSO KNOWN AS MERRILLVILLE PLAZA ASSOCIATES PARCEL.

PART OF THE NORTH HALF OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPLE MERIDIAN, LAKE COUNTY, INDIANA, LYING SOUTHWESTERLY OF THE 100 FOOT RIGHT OF WAY OF THE CHESAPEAKE AND OHIO RAILROAD AND NORTH OF THE 200 FOOT RIGHT OF WAY OF U. S. HIGHWAY NO. 30, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 02 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 1,258.66 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 721.33 FEET MORE OR LESS TO THE SOUTH LINE OF SAID 100 FOOT WIDE CHESAPEAKE AND OHIO RAILROAD RIGHT OF WAY, THENCE SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, 819.41 FEET TO A

POINT, 1,652.33 FEET SOUTH 62 DEGREES 42 MINUTES 00 SECONDS EAST FROM THE WEST LINE OF SAID SECTION 23 AND MEASURED ALONG THE SOUTH LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 354.33 FEET; THENCE NORTH 62 DEGREES 42 MINUTES 00 SECONDS WEST, 36.92 FEET; THENCE SOUTH 27 DEGREES 18 MINUTES 00 SECONDS WEST, 614.54 FEET MORE OR LESS TO THE NORTHERLY RIGHT OF WAY LINE OF U. S. HIGHWAY #30; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID HIGHWAY, 44.97 FEET; THENCE NORTH 01 DEGREE 35 MINUTES 00 SECONDS WEST, 43.06 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 00 SECONDS EAST, 17.0 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 00 SECONDS WEST, 150 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 00 SECONDS WEST, 326.65 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 00 SECONDS EAST, 193.56 FEET TO THE NORTHERLY RIGHT OF WAY OF U. S. HIGHWAY NO. 30; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID HIGHWAY, 210 FEET TO THE EAST LINE OF THE AMERICAN OIL PROPERTY DESCRIBED IN DEED RECORDED IN DEED RECORD 1288 PAGE 199, THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST, 191.812 FEET ALONG SAID EAST LINE; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 350 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 23, THAT IS 2,287.90 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 23, THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST, 1,029.24 FEET TO THE POINT OF BEGINNING. (EASEMENTS BENEFIT ALL PARCELS DESCRIBED IN SCHEDULE A HEREOF, EXCEPT DRAINAGE EASEMENT WHICH BENEFITS ONLY PARCELS 1, 2 AND 4.)

PARCEL 6: PART OF THE NORTH HALF, SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPLE MERIDIAN, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 AND THE EAST LINE OF THE WEST HALF, WEST HALF, NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID HIGHWAY A DISTANCE OF 178.62 FEET MORE OR LESS TO THE NORTHEASTERN RIGHT-OF-WAY LINE OF THE ABANDONED C & O RAILROAD; THENCE NORTH 62 DEGREES 42 MINUTES WEST ALONG SAID RAILROAD RIGHT-OF-WAY, 1724.96 FEET; THENCE NORTH 27 DEGREES 18 MINUTES EAST 20.00 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, 1661.95 FEET MORE OR LESS TO THE EAST LINE OF THE WEST HALF, WEST HALF, NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 02 DEGREES 45 MINUTES 46 SECONDS EAST 845.37 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 7: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, AND THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 EXCEPTING THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE U. S. HIGHWAY #30 WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE WEST ALONG THE NORTH LINE OF U. S. HIGHWAY NO. 30, A DISTANCE OF 180 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150 FEET; THENCE EAST PARALLEL TO THE

NORTH LINE OF U. S. HIGHWAY NO. 30, A DISTANCE OF 180 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 60.01 FEET TO A POINT ON A LINE 60.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT; THENCE CONTINUING WEST ON A LINE PARALLEL TO THE NORTHLINE OF U. S. HIGHWAY 30, A DISTANCE OF 140.0 FEET TO A POINT; THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 95.17 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 166.44 FEET TO A POINT, THENCE SOUTH 1 DEGREE 22 MINUTES 12 SECONDS EAST, A DISTANCE OF 246.32 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY 30, THENCE WESTERLY ON THE NORTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY 30, A DISTANCE OF 233.50 FEET ON THE ARC OF A CIRCLE WHOSE CORD HAS A BEARING OF SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST, A CHORD LENGTH OF 233.50 FEET AND A RADIUS OF 98117.96 FEET TO A POINT; THENCE NORTH 1 DEGREE 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 762.53 FEET TO A POINT; THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 28.64 FEET TO A POINT; THENCE NORTH 1 DEGREE 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 282.84 FEET TO A POINT; THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 1 DEGREE 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 87 DEGREES 54 MINUTES 56 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 537.27 FEET TO A POINT ON A LINE 60.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 2 DEGREES 48 MINUTES 02 SECONDS EAST ON A LINE 60.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1058.72 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 50.01 FEET TO A POINT ON A LINE 50.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE CONTINUING WEST ON A LINE PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 150.0 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT; THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 95.17 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 166.44 FEET TO A POINT; THENCE SOUTH 1 DEGREE 22 MINUTES 12 SECONDS EAST, A DISTANCE OF 246.32 FEET TO A POINT

ON THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY 30, THENCE EASTERLY ON THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY 30, A DISTANCE OF 172.56 FEET ON THE ARC OF A CIRCLE WHOSE CHORD HAS A BEARING OF NORTH 88 DEGREES 12 MINUTES 53 SECONDS EAST, A CHORD LENGTH OF 172.56 FEET AND A RADIUS OF 98117.96 FEET TO A POINT; THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 149.98 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 30 WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, (SAID PARALLEL LINE HAVING A BEARING OF SOUTH 88 DEGREES 06 MINUTES 00 SECONDS WEST) A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 06 MINUTES 00 SECONDS WEST ON SAID LINE PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 20.01 FEET TO A POINT; THENCE SOUTH 2 DEGREES 48 MINUTES 02 SECONDS EAST ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 149.98 FEET; TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY 30, THENCE EASTERLY ON THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY 30, A DISTANCE OF 20.01 FEET ON THE ARC OF A CIRCLE WHOSE CHORD HAS A BEARING OF NORTH 88 DEGREES 09 MINUTES 31 SECONDS EAST, A CHORD LENGTH OF 20.01 FEET AND A RADIUS OF 98117.96 FEET TO A POINT; THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. ALL IN LAKE COUNTY, INDIANA. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY OF U. S. HIGHWAY NO. 30 WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING; THENCE WEST PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 60.01 FEET TO A POINT ON A LINE 60.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 48 MINUTES 02 SECONDS WEST ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1058.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 87 DEGREES 54 MINUTES 56 SECONDS EAST OF THE LAST DESCRIBED LINE, A DISTANCE OF 60.01 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 02 DEGREES 48 MINUTES 02 SECONDS EAST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1058.91 FEET TO THE POINT OF BEGINNING. ALL IN LAKE COUNTY, INDIANA.

PARCEL 8: NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS AND PARKING FACILITIES AS CREATED BY EASEMENT DOCUMENT DATED MAY 17, 1990, RECORDED AUGUST 1, 1990 AS DOCUMENT NO. 114786 OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY NO. 30 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 30 WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, THENCE SOUTH 02 DEGREES 48 MINUTES 02 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 150.0 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 50.01 FEET TO THE POINT ON A LINE 50.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT; THENCE CONTINUING WEST ON A LINE PARALLEL TO THE NORTH LINE OF U. S. HIGHWAY 30, A DISTANCE OF 150.0 FEET TO A POINT; THENCE NORTH 02 DEGREES 48 MINUTES 02 SECONDS WEST ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 95.17 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 166.44 FEET TO A POINT, THENCE SOUTH 1 DEGREE 22 MINUTES 12 SECONDS EAST, A DISTANCE OF 246.32 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY 30, THENCE WESTERLY ON THE NORTH RIGHT OF WAY LINE OF U. S. HIGHWAY 30, A DISTANCE OF 233.50 FEET ON THE ARC OF A CIRCLE WHOSE CHORD HAS A BEARING OF SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST, A CHORD LENGTH OF 233.50 FEET AND RADIUS OF 98117.96 FEET TO A POINT; THENCE NORTH 1 DEGREE 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 762.53 FEET TO A POINT; THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 28.64 FEET TO A POINT; THENCE NORTH 1 DEGREE 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 282.84 FEET TO A POINT; THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 1 DEGREE 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 160.0 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 56 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 547.27 FEET TO A POINT ON A LINE 50.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 02 DEGREES 48 MINUTES 02 SECONDS EAST ON A LINE 50.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1058.75 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

EXHIBIT B

Location: 1939 E. 80th Avenue
Hobart, Indiana
Boston Market Unit #607

LEASE

Date of Lease: July 11, 1994

Lessor: Jubilee Limited Partnership

Lessee: BC Chicago, Inc.

Amendments to and
Assignments of Lease:

Assignment and Assumption of Leases dated June 11, 1995 between BC
Chicago, Inc. and BC Great Lakes L.L.C.

Assignment of Lease dated _____, 2000 between
Assignor and Golden Restaurant Operations, Inc.

~~Amendment of Lease dated _____, 2000 between
Golden Restaurant Operations, Inc. and Jubilee Limited Partnership.~~

