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STATE OF INDIANA  
LAKE COUNTY  
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Virginia M. McGuffey, Esq.  
King & Spalding LLP  
1180 Peachtree Street  
Atlanta, Georgia 30309

MELISSA L. EDMAN  
RECORDER

RELEASE OF  
COLLATERAL ASSIGNMENT OF  
RIGHTS IN LEASE

Relating to Premises in: Lake County, Indiana  
Lease Recorded at Doc. No. 96022098  
Collateral Assignment of Rights in Lease Recorded at 2007 074828

Document is  
**NOT OFFICIAL!**  
DATED: As of August 14, 2012  
Store 9712  
This Document is the property of  
the Lake County Recorder!

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Return to:  
Corporation Service Company  
801 Stevenson Drive  
Springfield, IL 62703



AMOUNT \$ 22  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 06 006 552 58  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RW

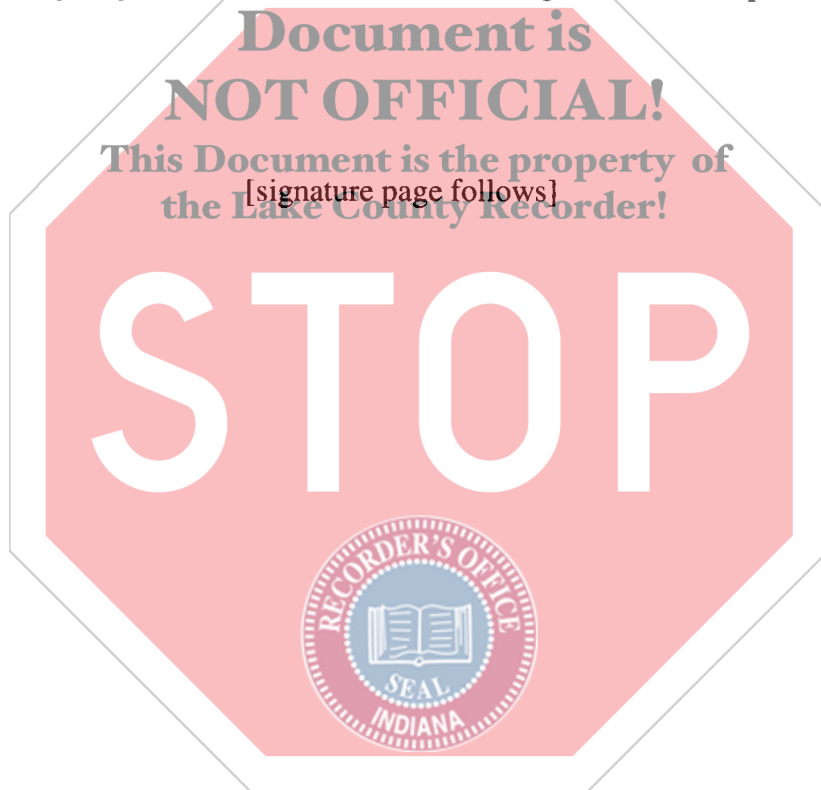
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**RELEASE OF  
COLLATERAL ASSIGNMENT OF RIGHTS IN LEASE**

**WHEREAS**, that certain Collateral Assignment of Rights in Lease (“**Collateral Assignment**”) recorded on September 18, 2007 as Document Number 2007 074828 in the office of the Lake County, Indiana Recorder with respect to the Lease of the property described on Exhibit A, attached hereto, was executed by **HEARTLAND INDIANA FOOD CORP.**, a Delaware corporation (“**Assignor**”), in favor of **ING CAPITAL LLC**, having an address of ING Capital LLC, 1325 Avenue of the Americas, New York, New York 10019, acting in its capacity as Administrative Agent pursuant to the Credit Agreement described in the Collateral Assignment (in such agency capacity, together with its successors, the “**Agent**”) for the Lenders (as defined in the Credit Agreement) to secure the Secured Obligations as defined in the Collateral Assignment. Capitalized terms used herein shall have the meanings given to such terms in the Collateral Assignment.


**NOW, THEREFORE**, for and in consideration of the PAYMENT IN FULL of the Secured Obligations secured by the Collateral Assignment, the Agent has RELEASED and DISCHARGED, and by these presents hereby RELEASES and DISCHARGES, its rights in the Lease and the other rights granted under the Collateral Assignment with respect to the Lease.



IN WITNESS WHEREOF, this Release of Collateral Assignment of Rights in Lease has been duly executed effective as of the day and year first above written.

**Administrative Agent:**

**ING CAPITAL LLC,**  
a Delaware limited liability company

By:   
Name: Marilyn Densel Fulton  
Title: Managing Director

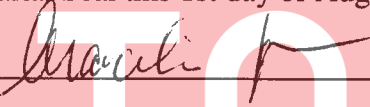
**ACKNOWLEDGMENT**

STATE OF NEW YORK )  
  )  
COUNTY OF NEW YORK )

SS

Before me, a Notary Public in and for said County and State, personally appeared Marilyn Densel Fulton, the Managing Director of ING Capital LLC, a Delaware limited liability company, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 1st day of August, 2012.



My Commission Expires: Notary Public Residing in New York County, New York

(Printed Signature)

**ARACELIS LORA**  
Notary Public, State of New York  
No. 01LO6050740  
Qualified in New York County  
Commission Expires March 9, 2015



[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF LEASE - RESTAURANT  
NO. 9712 - FIRST LIEN]

**EXHIBIT A**

Legal Description

Burger King Store 9712

(See attached page(s))



**EXHIBIT "A"**

**Parcel 1:**

That part of Lot 1, Highland Town Center, in the Town of Highland, as shown in Plat Book 77, page 23, in Lake County, Indiana, bounded and described as follows:

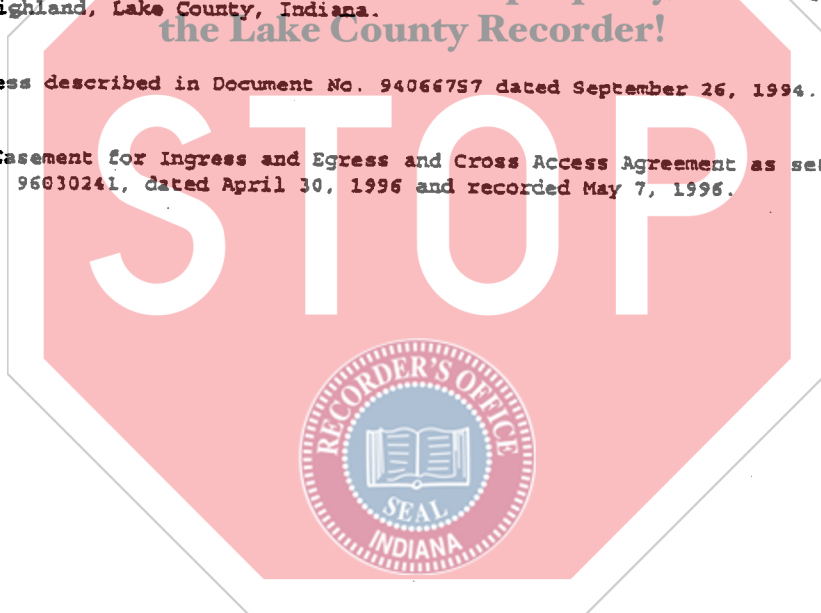
Commencing at the Southeast corner of said Lot 1; thence North 89 degrees 27 minutes 34 seconds West, along the South line of said Lot 1, 1168.11 feet; thence North 00 degrees 11 minutes 11 seconds West, along a Westerly line of said Lot 1, 0.09 feet; thence North 34 degrees 45 minutes 25 seconds West, along a Westerly line of said Lot 1, 17.72 feet; thence North 01 degrees 55 minutes 20 seconds East, along a Westerly line of said Lot 1, 268.52 feet; thence North 02 degrees 34 minutes 46 seconds East, along a Westerly line of said Lot 1, 374.45 feet; thence North 44 degrees 51 minutes 46 seconds East, along a Westerly line of said Lot 1, 40.57 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot 1, 60.00 feet; thence North 41 degrees 03 minutes 43 seconds West, along a Westerly line of said Lot 1, 39.55 feet; thence North 02 degrees 34 minutes 45 seconds East, along a Westerly line of said Lot 1, 125.89 feet; thence North 01 degrees 08 minutes 49 seconds East, along a Westerly line of said Lot 1, 184.72 feet; thence South 88 degrees 51 minutes 11 seconds East, 10.00 feet; thence North 01 degrees 08 minutes 49 seconds East, along a Westerly line of said Lot 1, 14.14 feet, to the point of beginning; thence continuing along the last described course North 01 degrees 08 minutes 49 seconds East, 135.86 feet; thence North 44 degrees 02 minutes 57 seconds East, along a Westerly line of said Lot 1, 39.06 feet; thence North 01 degrees 08 minutes 49 seconds East, along a Westerly line of said Lot 1, 6.73 feet; thence North 89 degrees 50 minutes 12 seconds East, along a line at right angles to East line of said Lot 1, 34.00 feet, to a point of curvature; thence Easterly on a curve, tangent to the last described course, concave Southerly, having a radius of 195.00 feet, an arc distance of 91.43 feet and a chord bearing South 76 degrees 43 minutes 51 seconds East, to a point of tangency; thence South 63 degrees 17 minutes 54 seconds East, 138.72 feet; thence South 20 degrees 58 minutes 46 seconds East, 33.66 feet; thence Southerly on a curve, having a radius of 441.00 feet, an arc distance of 58.15 feet and a chord bearing South 17 degrees 33 minutes 43 seconds West; thence South 89 degrees 50 minutes 12 seconds West along a line at right angles to said East line of Lot 1, 270.63 feet to the point of beginning, in the Town of Highland, Lake County, Indiana.

**Parcel 2:**

Easement for access described in Document No. 94066757 dated September 26, 1994.

**Parcel 3:**

A Non-Exclusive Easement for Ingress and Egress and Cross Access Agreement as set forth in Instrument No. 96030241, dated April 30, 1996 and recorded May 7, 1996.



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