

RECEIVED

JAN 8 9:28 AM '96

GEORGE J. MCELWIG
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



1166 123 MISC



00183 96 123-135

00183 Mb see attached
 (8143622)

FEE 012.00	R	FB
DEL.	C/O	SCAN
LEGAL PG	SCAN	FV

[Handwritten signature]

29 (AC)

7-724

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Boston Chicken, Inc.
14103 Denver West Parkway
P.O. Box 4086
Golden, CO 80401-4086
Attention: Real Estate Services Department

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made and entered into as of December 31, 1995, by and between **NORTHSTAR RESTAURANTS, INC.**, a Delaware corporation, having its principal address at 10925 Valley View Rd., Suite 100, Minneapolis, Minnesota 55344 (the "Assignor"), and **FINEST FOODSERVICE, L.L.C.**, a Delaware limited liability company, having its principal address at 4550 W. 109th Street, Suite 150, Overland Park, Kansas 66211 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the lessee of that certain parcel and/or those certain parcels of land, together with all tenements, hereditaments, appurtenances, rights, easements, and rights-of-way (public or private) thereunto appertaining or incident thereto, and being more particularly described by store number and/or location in Exhibit A, attached hereto and incorporated herein by reference (hereinafter, whether one or more, collectively referred to as the "Premises"), under and pursuant to a certain lease agreement and/or those certain lease agreements identified by store number and/or location in Exhibit B attached hereto and incorporated herein by reference (hereinafter, whether one or more, collectively referred to as the "Leases," which term shall include all modifications and amendments thereto made before, on, or after the date hereof);

WHEREAS, pursuant to a certain Agreement to Contribute Assets dated as of December 31, 1995, by and between Assignor as Transferor and Assignee as Transferee, the terms and conditions of which are expressly incorporated herein and made a part hereof, the Assignor has agreed to assign and transfer any and all of its interest in the above-described Leases and the Premises to Assignee;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Leases, together with all of Assignor's right, title, and interest in and to the buildings, fixtures, personal property, equipment, furniture, trade fixtures, signs, decor, and all other improvements located on the Premises (collectively, the "Leasehold Improvements," with the Premises and the Leasehold Improvements being collectively referred to as the "Properties");

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire Assignor's interest in and to the Properties and to assume all of Assignor's rights, duties and liabilities under the Leases on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are incorporated herein by reference.

2. The Assignor, as of the date hereof, hereby assigns to Assignee all of Assignor's right, title and interest in and to the Leases, together with the Premises therein described, and hereby grants, bargains, sells, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to all of the Leasehold Improvements.

3. Assignee hereby assumes and agrees promptly to pay or cause to be paid, all rents and other payments in accordance with the terms of the Leases, and hereby assumes and agrees to keep, observe, and perform duly and punctually, all the terms, covenants, provisions, and conditions in the Leases on the part of the tenant to be kept, observed and performed.

4. Assignee hereby assumes any and all past, present and future liabilities, obligations, and claims, whether contingent, expressed, implied or inchoate, of Assignor as tenant under the Leases and owner of a leasehold interest in the Properties (collectively, the "Property Liabilities"), and Assignee agrees to reimburse Assignor for, and to indemnify, defend, and hold harmless Assignor from and against any and all claims, liabilities, costs, damages, losses, demands, actions, and judgments, including, without limitation, reasonable attorney's fees, arising out of or in connection with (a) any failure of Assignee to pay any rent or to perform or to pay any other obligation or liability under the Leases, or (b) accruing or arising from any and all Property Liabilities assumed by Assignee, including without limitation, any liability arising from any Hazardous Substances (as hereinafter defined) located in or about the Properties or any failure to comply with any laws, rules, or regulations with respect to Hazardous Substances. The term "Hazardous Substances" will mean any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state, or local governmental authority, and will include, without limitation, any material or substance that is (i) defined as a hazardous substance under any law of the state in which the Properties are located, (ii) petroleum or petroleum constituents or by products, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321), (v) defined as a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991, et seq.

5. Assignor shall, within two (2) days after its receipt of any notice from the lessor under the Leases, provide the Assignee with a copy.

6. In the event that any of the provisions of this Assignment shall by court order be held invalid or in contravention of any of the laws of the United States or of any state having jurisdiction over the subject matter or of any dispute arising under it, such invalidation shall not serve to affect the remaining portion of this Assignment. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Properties are located.

7. Every notice, approval, consent or other communication authorized or required by this Assignment shall be effective if given in writing and if hand delivered or sent by recognized overnight delivery courier service, or sent by United States Certified Mail, Return Receipt Requested, with postage prepaid, and addressed directly to Assignor at its principal office address as set forth above and to Assignee at its principal office address as set forth above, with a copy to Boston Chicken, Inc., 14103 Denver West Parkway, P. O. Box 4086, Golden, CO 80401-4086, Attention: Real Estate Services Department, or at such other address as any party shall from time to time designate in writing. Every notice shall be deemed to be effective upon

delivery, if delivered, the next business day, if sent by overnight courier service, or on the second business day after mailing, if mailed.

8. This Assignment shall be binding on or inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

9. This Assignment, or counterpart originals of this Assignment may be recorded by either party in the Public Records of the County in which the Property is located.

10. This Assignment, may be executed in as many counterparts as necessary which taken as a whole constitute a single binding document.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

NORTHSTAR RESTAURANTS, INC.,
a Delaware corporation



PATRICK CLIFTON

Its: Chief Executive Officer

Address: 10925 Valley View Road.
Suite 100
Minneapolis, MN 55344

~~CORPORATE SEAL~~

STATE OF COLORADO)
MINNISTON)
COUNTY OF JEFFERSON)

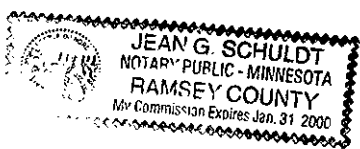
Personally appeared before me, a Notary Public in and for the above County and State, Patrick Clifton, known personally by me and acknowledged by me to be on the date of execution, the Chief Executive Officer of Northstar Restaurants, Inc., a Delaware corporation, and he executed the foregoing for and on behalf of said corporation by authority of its Board of Directors.

Witnessed my hand and this notarial seal, this 15 day of December, 1995.

Jean G. Schuldt
Notary Public

My Commission Expires:

1-31-2000



STATE OF COLORADO)
COUNTY OF JEFFERSON)

Personally appeared before me, a Notary Public in and for the above County and State, Robert Sirkis, known personally by me and acknowledged by me to be on the date of execution, the President of Finest, Inc., a Delaware corporation, serving as the managing member of Finest Foodservice, L.L.C., a Delaware limited liability company, and he executed the foregoing for and on behalf of said corporation as managing member of said limited liability company by authority of said corporation's Board of Directors, and said limited liability company's members.

Witnessed my hand and this notarial seal, this 20 day of December, 1995.

Deborah S. Sargent
Notary Public

My Commission Expires:

9-22-98



NBB0F8F0.WPS

EXHIBIT A

47-15440

Lot 3, Spring Valley Plaza, an addition to the City of Omaha, Douglas County, Nebraska, together with reciprocal easement rights for ingress and egress as contained in the Declaration recorded June 14, 1991 in Book 967 at Page 23 of the Miscellaneous Records of Douglas County, Nebraska; and together with a nonexclusive perpetual easement

for the purpose of vehicular ingress, egress, passage, traffic and access to and from Lots 3 and 4 and 50th Street, over and upon that portion of Lot 4, Spring Valley, as set forth in the Lot 3 Declaration, dated November 8, 1993 and recorded November 18, 1993 in Book 1103 at Page 168 of the Miscellaneous Records of Douglas County, Nebraska.

EXHIBIT A

20-15-B
01-60000
15-04560

Lots 20, 21 and 22, Block 4, Briggs Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas county, Nebraska, together with all of the vacated alley adjoining said Lots on the North, together with part of Lots 17, 18 and 19, Block 4, said Briggs Place, together with part of the abandoned Missouri Pacific Railroad right-of-way lying within the NW 1/4 of the NW 1/4 of Section 20, T15N, R13E of the 6th P.M., Douglas County, Nebraska, all more particularly described as follows: Beginning at the SW corner of said Lot 20; thence $N00^{\circ}28'20''E$ (assumed bearing) 145.30 feet on the West line of said Lots 20 and 19; thence $S89^{\circ}16'30''E$ 151.32 feet on a line 145.30 feet North of and parallel with the south line of said Lots 20, 21 and 22 to the West line of the abandoned Missouri Pacific Railroad right-of-way; thence North 100.00 feet on the West line of said abandoned railroad; thence $S89^{\circ}16'30''E$ 100.00 feet on a line 245.30 feet North of and parallel with the North line of Dodge Street to the East line of said abandoned railroad; thence South 245.30 feet on the East line of said abandoned railroad to the North line of Dodge Street; thence $N89^{\circ}16'30''W$ 252.52 feet on the North line of Dodge Street to the point of beginning, except that portion deeded in Plat and Dedication for Street Widening, filed May 4, 1993, in Book 1070 at Page 100.

EXHIBIT A

59-4234/1

All of Lot 2 and part of Lot 3, West Dodge Plaza, an addition located in the Southwest 1/4 of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2, West Dodge Plaza, said point also being on the West right of way line of 114th Street;

thence North 89° 47' 46" West (assumed bearing), along the South Line of said Lot 2, West Dodge Plaza, and the Westerly extension thereof, a distance of 160.00 feet;

thence North 00° 12' 14" East, a distance of 202.61 feet to a point on the North Line of said Lot 3, West Dodge Plaza;

thence South 66° 28' 49" East, along said North Line of Lot 3, West Dodge Plaza, a distance of 6.60 feet to the Northwest corner of said Lot 2 West Dodge Plaza;

thence South 89° 47' 46" East, along the North Line of said Lot 2, West Dodge Plaza, a distance of 153.93 feet to the Northeast corner of said Lot 2, West Dodge Plaza, said Point also being on the said West right of way Line of 114th Street;

thence South 00° 12' 14" West, along said West right of way line of 114th Street, a distance of 200.00 feet to the point of beginning.

EXHIBIT A

56-24060

Part of Lots 36 and 37, MARSHALL AND PAHL ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 34, Township 15 North, Range 12 East of the 6th P.M.; thence South $89^{\circ}43'20''$ West, 450.00 feet; thence South $00^{\circ}16'40''$ East, 50 feet to a point on the Southerly right-of-way line of West Center Road and the Point of Beginning; thence continuing South $00^{\circ}16'40''$ East, 170.00 feet; thence South $89^{\circ}43'20''$ West, 155.00 feet; thence North $00^{\circ}16'40''$ West, 170.00 feet to a point on said Southerly right-of-way line; thence along said Southerly right-of-way line, North $89^{\circ}43'20''$ East, 155.00 feet to the Point of Beginning.

EXHIBIT A

10-15-12
01-6-0000

Parcel 1

That part of the Southwest Quarter of the Northeast Quarter of Section 10, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the center of said Section 10; thence North (assumed bearing) along the West line of the Northeast Quarter for 508.63 feet; thence East, perpendicular to the West line of the Northeast Quarter, for 80.00 feet to the True Point of Beginning; thence North parallel with and 80.00 feet East of the West line of the Northeast Quarter for 136.00 feet; thence East, perpendicular to the West line of the Northeast Quarter for 160.00 feet; thence South parallel with and 240.00 feet East of the West line of the Northeast Quarter for 136.00 feet; thence West, perpendicular to the West line of the Northeast Quarter for 160.00 feet, to the True Point of Beginning.

Parcel 2

Leasehold estate created by that certain Easement Agreement dated July 8, 1994, filed July 28, 1994 in Book 1125 at Page 654 executed by and between Brook Park Investment Co., a Nebraska corporation, and BC Real Estate Investments, Inc., a Delaware corporation, but excluding the interest of Brook Park Investment Co., in and to the following described property:

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 10, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

Commencing at the center of said Section 10; thence North (assumed bearing) along the West line of the Northeast Quarter for 508.63 feet; thence East, perpendicular to the West line of the Northeast Quarter for 508.63 feet; thence East perpendicular to the West line of the Northeast Quarter, for 80.00 feet to the True Point of Beginning; thence East, perpendicular to the West line of the Northeast Quarter, for 160.22 feet (160.00 feet Record); thence South, parallel with and 240.00 feet East of the West line of the Northeast Quarter for 30.00 feet; thence West, perpendicular to the West line of the Northeast Quarter, for 160.22 feet; thence North, parallel with and 80.00 feet East of the West line of the Northeast-Quarter for 30.00 feet to the True Point of Beginning.

Northstar/Finest - FAD Conversion
Store No.: 532

EXHIBIT A

61-43602

Lot 1, Replat II, Westwood Heights 15th Addition, Southeast Corner,
125th Avenue and West Center Road., Douglas County, Nebraska

EXHIBIT B

135

Location: 50th @ G
Omaha, NE
Store No.: 295

Date of Lease: April 16, 1995
Landlord: BC Real Estate Investments, Inc.
Tenant: Northstar Restaurants, Inc.

Location: 46th @ Dodge
Omaha, NE
Store No.: 338

Date of Lease: April 16, 1995
Landlord: BC Real Estate Investments, Inc.
Tenant: Northstar Restaurants, Inc.

Location: 114th @ Dodge
Omaha, NE
Store No.: 424

Date of Lease: April 16, 1995
Landlord: BC Real Estate Investments, Inc.
Tenant: Northstar Restaurants, Inc.

Location: 84th @ Center
Omaha, NE
Store No.: 479

Date of Lease: May 31, 1994
Landlord: Leroy L. Canfield
Tenant: Northstar Restaurants, Inc., successor in interest to Boston Chicken, Inc.

Location: 90th @ Maple
Omaha, NE
Store No.: 532

Date of Lease: April 16, 1995
Landlord: BC Real Estate Investments, Inc.
Tenant: Northstar Restaurants, Inc.

Location: 125th @ Center
Omaha, NE
Store No.: 549

Date of Lease: August 8, 1994
Landlord: Seldin Properties
Tenant: Northstar Restaurants, Inc., successor in interest to Boston Chicken, Inc.