HUNTLEY FINANCIAL GROUP

November 30, 1998

Via Priority Mail

Mr. Salvatore Dimucci
Pioneer Bank & Trust Company
P. O. Box 97
Palatine, IL 60067

Re: Boston Market Store No. 421 – Mt. Prospect, IL

Dear Mr. Dimucci:

Huntley Financial Group, Ltd. ("HFG") has been retained by Boston Chicken, Inc. ("BCI") to advise BCI on which stores to keep as part of its system and which to give back to the landlords. I am writing you to let you know the conclusions we have reached with regard to your store.

As you may know, the federal bankruptcy code allows debtors to "reject" leases by removing the equipment and trade fixtures in the building and tendering the keys to the landlord. This then terminates BCI's involvement in the site, including the immediate cessation and termination of its obligation for rent, taxes and any other financial charges.

Alternatively, the debtor may "assume" the lease. This, in effect, reaffirms all of the tenant's obligations as contained in the lease and, for all practical purposes, allows both the landlord and tenant to move forward with the store on a normal basis.

We closed 178 stores as part of the bankruptcy filing on October 5. We have spent the last month analyzing a second group of stores for rejection or assumption whose financial performance is unacceptable (including your store). Your store has shown significant sales declines, as shown below:

Change In Sales Vs. Year Ago

1996-97	- 6.0%
1997-98	-15.3%

The issue we at HFG face is whether your store has seen its best days or whether it can return to its former sales levels. We have recommended that BCI continue investing in your store and that it be kept part of the Boston Market system only with a restructured lease. Boston Market management has agreed to our recommendation provided the landlord will amend the lease as described below:

1435 RIVER PARK DRIVE • SUITE 300 • SACRAMENTO • CA 95815 • TEL (916) 641-2213 • FAX (916) 641-8502
2 ANNABEL LANE • SUITE 101 • SAN RAMON • CA 94583 • TEL (510) 831-3233 • FAX (510) 831-0236

1. Effective December 1, 1998 and continuing through November 30, 1999, the Monthly Rent would be reduced to $6,700 (the "Revised Rent").

2. Effective December 1, 1999, the Revised Rent would be increased to $7,000 for the period December 1, 1999 through November 30, 2000.

3. Effective December 1, 2000, the Revised Rent would be increased to $7,200 for the period December 1, 2000 through November 30, 2001, after which time the Monthly Rent would return to the level stated in the lease.

4. During the rent reduction period, Boston Market would continue to pay 100% of its real estate tax obligation and other charges as described in the current lease.

5. If sales at your store for the period December 1, 2000 through November 30, 2001 have not increased by at least 10% over the period December 1, 1997 through November 30, 1998, then BCI will be allowed to terminate the lease by paying the landlord six months rent (i.e., the rental payment for the month of November 2001 multiplied by 6).

We and the new management team at Boston Market are working aggressively to return the Company to its former profitability and are making excellent progress in doing so. The Company is willing to assume your lease and continue investing in your store but it will need your temporary assistance as described above.

I realize that this is an important decision for you as well as for BCI. However, time is of the essence. After you have reviewed this, would you please call me at (916) 648-9748 as soon as possible? If your business judgment is that you would prefer to have the property back, please let me know immediately so that I can help you accomplish that objective in a timely manner. If you would like BCI to remain a tenant, I will process the paperwork for the lease amendment promptly as any revision to the lease will require court approval.

This proposal is non-binding on either landlord or tenant until a definitive agreement has been executed by both parties and approved by the bankruptcy court.

Sincerely,

HUNTLEY FINANCIAL GROUP, LTD.

Thomas P. Mullaney

cc: Kevin Greve, Sr. Vice President – Development, Boston Chicken, Inc.