

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ASSIGNMENT OF LEASE

This Assignment of Lease, executed by and between Hungry Bull, Inc., a Delaware Corporation, hereinafter called "TENANT", and Farris Road Food Systems, Inc., a South Carolina Corporation, hereinafter called "ASSIGNEE".

WHEREAS, a certain Lease Agreement was entered into by and between Food Center, Inc., a South Carolina Corporation, hereinafter called "LANDLORD", and Hungry Bull of West Greenville, Inc., a South Carolina Corporation, dated November 21, 1972, a copy of which is recorded in _____, at Page _____, records of Greenville County; and

WHEREAS, Hungry Bull of West Greenville, Inc., a South Carolina Corporation, assigned its interest under the hereinabove described Lease to Hungry Bull Associates, a General Partnership, by Assignment of Lease dated May 28, 1975, and recorded in Deed Book 1057 at Page 134, records of Greenville County; and

WHEREAS, all of the General Partners of Hungry Bull Associates, a General Partnership, were merged into Hungry Bull, Inc., by Articles of Merger, recorded May 15, 1980, in the Office of the Secretary of State for South Carolina; and

WHEREAS, Hungry Bull Associates, a General Partnership, was dissolved into Hungry Bull, Inc., a Delaware Corporation, TENANT herein, by Certificate of Dissolution, recorded June 26, 1980, in Deed Book 1128, at page 111, records of Greenville County; and

WHEREAS, TENANT desires to assign to ASSIGNEE, all of the TENANT'S rights and liabilities under the aforescribed Lease Agreement, and ASSIGNEE desires to assume all of the said rights and liabilities of the TENANT, under the aforescribed Lease Agreement; and

WHEREAS, the parties hereto have agreed to this Agreement, having further expressly agreed that the TENANT and its predecessors in title, and any guarantees to the Lease above referenced, shall remain liable, notwithstanding the within Assignment, for all the duties, liabilities, and obligations imposed upon the TENANT and its predecessors, and the guarantors under the aforescribed Lease Agreement, and

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