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DONALD W. WALKERSLEY
S.M.C.

BOOK 1142 5

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE (this "Assignment") made and entered into this 19th day of January, 1981, by and between BURGER KING CORPORATION, a Florida corporation, 7360 North Kendall Drive, Miami, Florida 33156 (hereinafter "Assignor") and G & T TRADING COMPANY, a Minnesota corporation, 1560 Northwestern Bank Building, Minneapolis, Minnesota 55402 (hereinafter "Assignee").

WHEREAS, Burger King Corporation has entered into a Ground Lease (the "Ground Lease") dated January 6, 1981, of the real property described on Exhibit A hereto (the "Demised Premises") wherein C P Enterprises, a South Carolina Limited Partnership is the lessor and Burger King Corporation is the lessee; and

WHEREAS, Burger King Corporation, the Assignor herein, pursuant to this Assignment, intends to assign all of its right, title and interest as lessee under the Ground Lease of the Demised Premises to G & T Trading Company, the Assignee herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, assigns, conveys, sets over and delivers to Assignee and its successors and assigns all of its right, title and interest in and to the Ground Lease of the Demised Premises, together with all rights and appurtenances belonging or appertaining thereto, which the Assignee hereby accepts, subject to the following terms and conditions:

EFFECTIVE DATE:

This Assignment shall become effective on the date hereof after being signed by all parties hereto.

ASSUMPTION OF GROUND LEASE:

Notwithstanding this Assignment, Assignor shall continue to pay all rents and other charges and perform all other obligations under the Ground Lease until the date a Burger King Restaurant opens for business upon the Demised Premises (the "Commencement Date"). Assignee hereby assumes all of the obligations of the lessee under the Ground Lease arising on or after the Commencement Date and agrees to be bound by all the terms and conditions contained therein.

ASSIGNOR'S RIGHT TO ASSIGN:

Assignor hereby represents that it has fully complied with the terms of the Ground Lease while it was the lessee thereunder; that it has duly authorized the execution and delivery of this Assignment; and that it has not effected any change of the title to the Demised Premises while it was the lessee under the Ground Lease, except for matters set forth on Exhibit B hereto, if any.

LEASEHOLD MORTGAGE:

It is intended that the Ground Lease shall be assigned to Morgan Guaranty Trust Company of New York, as Trustee under Declaration of Trust, dated December 9, 1960, for the Commingled Pension Trust Fund (Special Situation Investments - Real Estate) ("Morgan"), Madrus Realty Company, Inc., a corporation wholly-owned by Morgan, or a co-trustee or sub-trustee of Morgan (Morgan or such other entity is hereinafter referred to as the "Owner-Lessor"). The Assignee may not mortgage its leasehold interest under the Ground Lease. After such assignment, but not prior thereto, the Owner-Lessor may mortgage its leasehold estate

BKK JTM 5/6/80
Morgan 4th Draft
(Exhibit I to PMA)
#A-4097L Greenville, SC
1/14/81

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