

When Recorded mail to:

Raymond W. Baker
Pizza Hut, Inc.
9111 East Douglas Avenue
Wichita, Kansas 67218

FILED
GREENVILLE S.C.
OCT 12 4 30 PM '83
DONNIE S. TAYLOR
R.M.C.

NO. 1198-240

SRI Location No. 942

ASSIGNMENT OF LEASE AGREEMENT

This Assignment of Lease Agreement (the "Agreement") is dated July 22, 1983, for reference purposes only, and is entered into by and between SAMBO'S RESTAURANTS, INC., Debtor and Debtor-in-Possession ("SRI") and PIZZA HUT OF AMERICA, INC. ("Assignee"), on the basis of the following facts:

A. On November 27, 1981, SRI filed a Petition for Reorganization under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Central District of California (the "Court"), Case No. 81-15593-CA, and is authorized to continue the operation of its business and properties as a debtor-in-possession.

B. Jack E. Shaw, as lessor, and Sambo's Restaurants, Inc. (through its predecessor in interest Sambo's of South Carolina, Inc.), as lessee, entered into a lease dated January 27, 1977 (the "Lease"), affecting that real property located in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "premises").

C. SRI is the current lessee under the Lease.

D. SRI desires to assign its interest in the Lease to Assignee and Assignee desires to effect such assignment, all in accordance with the provisions of the Bankruptcy Code and this Agreement.

E. SRI and Assignee have entered into three escrows in San Diego, California, with Commonwealth Land Title Insurance Company, designated Escrow Nos. 877414, 877415 and 877416 (the "Escrow") for the consummation of the Lease assignment and other matters.

IT IS HEREBY AGREED, on the basis of the foregoing facts and for valuable consideration, receipt of which is hereby acknowledged, as follows:

1. Assignment of Lease. SRI assigns all its right, title and interest in (a) the Lease (which term as used in this Agreement shall include all amendments, modifications and supplements thereto), and (b) the premises to Assignee.

2. Acceptance of Assignment. Assignee accepts the assignment and assumes and agrees to perform, from and after the effective date of the assignment, all of the lessee obligations under the Lease.

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