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3. Indemnity. Assignee hereby agrees to indemnify, defend and hold SRI harmless from any and all claims, demands, losses, liabilities, actions and judgments against SRI, including all interest, penalties, fines and other sanctions, and any costs, expenses and attorneys' fees in connection therewith, which arise out of the failure or alleged failure of Assignee or any successor thereto to perform the obligations required under the Lease, arising on and after the effective date of this Agreement.

4. Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to any other remedy, to its reasonable court costs and attorneys' fees.

5. Interpretation. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, except to the extent that California Law is inconsistent with or pre-empted by the Federal Bankruptcy Code in which case the Bankruptcy Code shall be controlling.

6. Effective Date. This Agreement shall be effective upon recordation.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

SAMBO'S RESTAURANTS, INC.
("SRI")

PIZZA HUT OF AMERICA, INC.
("Assignee")

By Michael P. Donohoe
Its Senior Vice President-Finance

By Gerald T. Aaron
Its President

By [Signature]
Its VICE PRESIDENT

By Raymond W. Baker
Its Secretary

This Assignment of Lease is given pursuant to that certain Order of the United States Bankruptcy Court, Central District of California, in connection with Case No. LA 81-15593-CA, entered June 21, 1983, a copy of which, without exhibits is attached hereto as Exhibit "B"

(CONTINUED ON NEXT PAGE)

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