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12/26/96 4:10 PM 6536162 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: B GRAY DEPUTY - WI

Recording requested by and
when recorded return to:

Kenneth A. Freed, Esq.
3000 Executive Parkway, Suite 515
San Ramon, CA 94583

**ASSIGNMENT AND ASSUMPTION OF LEASE
(Chili's Unit #13)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is entered into as of December 26, 1996, by and between Snowstate Restaurant Corporation, a Texas corporation ("Assignor") and Sydran Food Services III, L.P., a California limited partnership ("Assignee").

WHEREAS, Equity Properties and Development Limited Partnership dba Equity Properties and Development (Illinois) Limited Partnership, an Illinois Limited Partnership, as agent for owner ("Lessor"), as lessor, and Assignor, as lessee, entered into a lease (the "Lease") dated August 9, 1995 covering that certain real property (the "Property") located at 10430 South State Street, in the City of Sandy, County of Salt Lake, State of Utah, referred to as Chili's Unit #13, and more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

WHEREAS, Assignor has agreed to sell all of Assignor's right, title and interest in and to the Lease to Assignee in accordance with the terms and conditions of that certain Purchase and Sale Agreement (the "Purchase Agreement") between Assignor and Sydran Development Corporation ("SDC") dated as of June 15, 1996 (as may be amended from time to time).

WHEREAS, SDC assigned certain of its rights under the Purchase Agreement to Assignee.

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire Assignor's interest under the Lease and to assume all Assignor's rights, duties and liabilities thereunder.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties agree as follows:

1. The Assignor, as of the date hereof, hereby assigns to Assignee all of its right, title, and interest in and to the Lease, together with the premises therein described and the appurtenances thereto, for the remainder of the term of the Lease, and all extensions thereof, subject to the terms, covenants, provisions and conditions set forth therein.

2. Assignee agrees promptly to pay or cause to be paid all rent and other payments in accordance with the terms of the Lease and to assume, keep, observe and perform all the terms, covenants and conditions of the Lease on the part of the lessee to be kept, observed and performed from and after the date hereof.

3. Assignee agrees to indemnify and hold Assignor harmless from any and all claims, liabilities, costs, damages, loss, demands, actions or judgments, including, without limitation, reasonable attorney's fees, arising out of all matters or events occurring and accruing subsequent to the date hereof under the Lease, in the manner and to the extent set forth in the Purchase Agreement.

4. Assignor agrees to indemnify and hold Assignee harmless from any and all claims, liabilities, costs, damages, loss, demands, actions or judgments, including, without limitation, reasonable attorney's fees, arising out of all matters or events occurring or accruing on or prior to the date hereof under the Lease, in the manner and to the extent set forth in the Purchase Agreement.

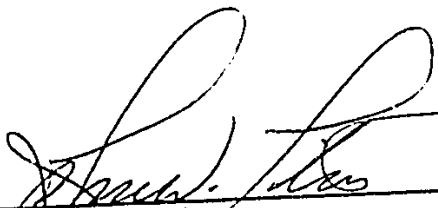
5. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

[signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date of acknowledgement to be effective as of the date first above written.

ASSIGNOR:

SNOWSTATE RESTAURANT CORPORATION, a Texas corporation

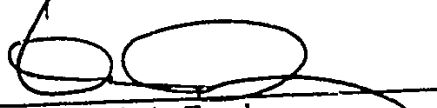
By: 
Name: John W. Titus
Title: President

Assignor's Address:
One Hillcrest Green
12700 Hillcrest Road, Suite 260
Dallas, TX 75230
Attn: John W. Titus

ASSIGNEE:

SYDRAN FOOD SERVICES III, L.P., a California limited partnership

By: SYDRAN III, INC. a California corporation, its general partner

By: 
Name: Kenneth A. Freed
Title: Vice President and Secretary

Assignee's Address:
3000 Executive Parkway, Suite 515
San Ramon, CA 94583-4254

THE STATE OF TEXAS
COUNTY OF DALLAS

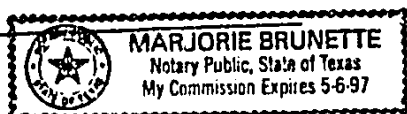
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This instrument was acknowledged before me on December 13, 1996 by Kenneth A. Freed, Vice President and Secretary of Sydran III, Inc., a California corporation, on behalf of said corporation, in its capacity as general partner of Sydran Food Services III, L.P., a California limited partnership.

Marjorie Brunette
Notary Public, State of Texas

(printed name)

My commission expires:



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THE STATE OF TEXAS

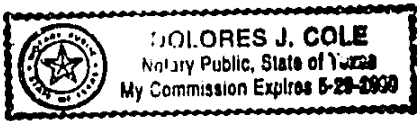
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COUNTY OF DALLAS

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This instrument was acknowledged before me on December 13, 1996 by John W. Titus, President of Snowstate Restaurant Corporation, a Texas corporation, on behalf of said corporation.



Dolores J. Cole
Notary Public, State of Texas

Dolores J. Cole
(printed name)

My commission expires:

5-29-2000

EXHIBIT A
Chill's Unit #13

Beginning at a point on the Westerly boundary line of State Street, 1389.65 feet South 00 degrees 54'30" West along the Section line and 58.59 feet South 89 degrees 05'30" East from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00 degrees 01'50" East 2599.12 feet along the State Street monument line between the monuments marking the intersections 10500 South and 10200 South Streets), said Northeast corner of Section 13 being South 89 degrees 53'20" West 92.33 feet from the monument marking the intersection of State Street and 10200 South and running thence South 00 degrees 01'50" East 229.47 feet along said westerly boundary; thence North 89 degrees 59'00" West 150.00 feet; thence North 00 degrees 01' 50" West 247.45 feet; thence South 89 degrees 59'00" East 126.02 feet to a point of tangency with a .25.00 foot radius curve to the right; thence Southeasterly 32.15 feet along the arc of said curve through a central angle of 73 degrees 41'33" to the point of beginning.

Contains 0.8495 acres, more or less.