

Recording Requested By and
When Recorded Mail to:

Stewart National Title Services
Attn: Ms. Gaye Pfeifer
501 West Schrock Road, Suite 203
Westerville, OH 43081

Re: Store #745123, 100 E. 76th Street North, American Fork, UT 84003

(Space above this line for Recorders' Use)

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this
"Agreement") dated as of May 9, 2005, by and between PIZZA HUT, INC., a California
corporation (the "Assignor"), and WASATCH VALLEY PIZZA, LLC, a Kansas limited
liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is a party to the Lease Agreement, dated as of February
18, 1994 with Santa Fe Palms, LLC as Landlord (collectively, the "Lease"), covering the
property (the "Leased Premises") located in the City/Town of American Fork, State of
Utah commonly known as 100 E. 76th Street North and more fully described in the Lease
and in the legal description attached as Exhibit A hereto:

WHEREAS, pursuant to the Asset Sale Agreement, dated as of March 9, 2005
(the "Asset Sale Agreement"); capitalized terms used but not otherwise defined in this
Agreement shall have the meanings ascribed to such terms in the Asset Sale Agreement,
between the Assignor and the Assignee, the Assignor has agreed to assign and transfer to
the Assignee all of the Assignor's right, title and interest in and to, and the Assignee has
agreed to assume and to faithfully perform, pay and discharge when due all of the terms,
covenants, liabilities and obligations of the Assignor under, the Lease;

For Accommodation Only
NOT EXAMINED

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Asset Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. As of 11:59 p.m. on May 9, 2005 (the "**Closing Date**"), (a) the Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts the assignment and transfer of, all of the Assignor's right, title and interest in and to, and all of the Assignor's liabilities and obligations under, the Lease including, without limitation, any right of the Assignor to extend the term of the Lease and the Assignor's interests in all buildings and improvements presently located on the Leased Premises and all easement and appurtenances in favor of or benefiting the Leased Premises, and (b) the Assignee hereby assumes and agrees to faithfully perform, pay and discharge when due all of the terms, covenants, liabilities and obligations of the Assignor as tenant under the Lease.

2. From and after the Closing Date, the Assignee hereby further assumes and agrees to perform, pay and discharge when due each of the following liabilities and obligations, whether known or unknown, fixed or contingent:

(a) any and all of the terms, covenants, liabilities and obligations of the Assignor as tenant, in accordance with the terms thereof, under or with respect to the Lease;

(b) any and all sales, use, excise, transfer, documentary, recording and other taxes and fees (except for the Assignor's income taxes) arising out of the transactions contemplated by this Agreement that either the Assignor or the Assignee may be required to pay, including, without limitation, any liability for state and local real and personal property taxes imposed upon or relating to the Leased Premises (or any portion thereof) which shall become due and payable after the closing Date to the extent such amounts relate to the period subsequent to the Closing Date;

(c) any and all liabilities arising from or after the Closing date with respect to any and all actions, suits, proceedings, disputes, claims or investigations that relate to the Lease or the Leased Premises (or any portion thereof), at law, in equity or otherwise; and

(d) any and all liabilities and obligations incurred, or covering any period, after the Closing Date as a result of the Lease by the Assignee as tenant of the Leased Premises.

3. It is expressly understood and agreed that the following liabilities and obligations of the Assignor shall not be assumed by the Assignee pursuant to this Agreement:

(a) any liability of the Assignor as tenant for any federal, state or local income taxes, whether incurred, accrued or assessed prior to, on or after the Closing Date; and

(b) any and all liabilities arising prior to the Closing Date with respect to claims, actions, suits and other proceedings of third parties against the Assignor as tenant that relate to the Lease or the Leased Premises prior to the Closing Date, at law, in equity or otherwise.

4. (a) The Assignee hereby agrees to indemnify the Assignor and its affiliates, subsidiaries, employees, officers, directors and agents ("**Assignor Indemnified Person**") in respect of, and to hold each Assignor Indemnified Person harmless from and against, any and all liabilities, obligations, claims, losses, judgments, actions, suits, proceedings, damages, penalties, costs and expenses (including, without limitation, attorneys fees and expenses) in connection with, arising out of, or as a result of, each and all of the following: (i) the assumption and subsequent performance or non-performance by the Assignee as tenant pursuant to the terms of the Lease, and (ii) the encumbrance of the Leased Premises (or any portion thereof), or any fixtures, buildings or other improvements located thereon, without the prior written consent of the lessor under the Lease or otherwise in breach or violations of any provision of the Lease or any applicable law, rule or regulation.

(b) The Assignor hereby agrees to indemnify the Assignee and its affiliates, subsidiaries, employees, officers, directors, and agents (each, an "**Assignee Indemnified Person**") in respect of, and to hold each Assignee Indemnified Person harmless from and against any and all liabilities, obligations, claims, losses, judgments, actions, suits, proceedings, damages, penalties, costs and expenses (including without limitation attorneys fees and expenses) in connection with, arising out of, or as a result of, the performance or non-performance by the Assignor as tenant pursuant to the terms of the Lease prior to the Closing Date.

5. (a) If, after the Closing Date, (i) any demand is made upon the Assignor or any of its affiliates (a) to pay any amount or to perform any obligation of the Assignee as tenant under the Lease as a result of any alleged contingent liability, or to otherwise cure any actual or alleged default under the Lease occurring after the Closing Date of which the Assignee has been notified and, if such default is subject to a cure period, has not cured within such period, or (b) to pay any amount or to perform any act on behalf of the Assignee due to Assignor's relationship with the Assignee as franchisor and Assignor's affiliate under the Franchise Agreement to which the Assignee is a party, or (ii) the Assignee is in default under the Franchise Agreement to which it is a party and, if such default is subject to a cure period, such default has not been cured within such period, then, in any such case, the Assignor may, at any time after receiving such demand or learning of such default, declare the assignment and transfer of the Assignor's right title and interest in and to the Lease and the Leased Premises effected by the Agreement to be terminated, effective immediately upon delivery of notice to the Assignee from Assignor, which is the franchisor and Assignor's affiliate ("PHI"). Upon delivery of such

notice, all rights of the Assignee under the Lease and this Agreement shall cease, and the Assignor shall be entitled to immediate possession of the Leased Premises. If the Assignee does not vacate the Leased Premises upon receipt of such notice, the Assignee's status in respect to the Leased Premises will be that of a trespasser, and the assignor will have the rights available to a lessor to evict and remove the Assignee from the Leased Premises and to collect damages in respect of the trespass. The receipt by the Assignee of notice from the Assignor will not, however, relieve the Assignee of its covenants to assume the liabilities and obligations of the Assignor under the Lease effected by this Agreement to indemnify the Assignor and its Affiliates, subsidiaries, employees, officers, directors, and agents in respect to such liabilities and obligations.

(b) Any subsequent transfer(s) of the leasehold estate conveyed hereunder, whether by Assignee or its immediate or remote transferees, is subject to Assignor's prior written consent. Assignor will not unreasonably withhold its consent, but Assignee (on behalf of itself, its successors and assigns) agrees that it is not unreasonable for Assignor to withhold its consent if the proposed transfer is to any individual or entity who plans to operate a restaurant, delivery or carryout business engaged primarily in the sale of pizza, pasta, or Italian food products.

(c) Throughout the term of the Lease, including any options and extensions, if Assignee or any owner of an interest in Assignee receives and desires to accept any bona fide offer to transfer or sell all or any part of his, her or its interest in the Lease and the Leased Premises ("**Transfer**"), Assignee will submit to Assignor a fully executed copy of the agreement for transfer or sale (which will be conditioned on this right of first refusal). Assignor may, within 30 days after receipt of a signed copy of the agreement and all necessary supporting documentation (including financial statements), send written notice to the Assignee that Assignor (or a Person designated by Assignor) intends to purchase the interest which is proposed to be Transferred on the same terms and conditions (or, at Assignor's election, the reasonable cash equivalent, not including the value of any tax benefit of any non-cash consideration) offered by the third party. A material change in the terms of any agreement before closing will constitute a new agreement, subject to the same right of first refusal by Assignor (or its designee) as in the case of the initial agreement. Assignor's failure to exercise its right of first refusal will not constitute a waiver of any other provision of the Agreement or Assignor's right of first refusal in any subsequent Transfers.

6. Any notice or other communications under this Agreement shall be in writing (including by telecopy or like transmission) and shall be considered given when delivered personally, when mailed by registered mail (return receipt requested) or overnight courier or when telecopied (with confirmation of transmission having been received) to the parties at the addresses set forth in subsection 8.1 of the Asset Sale Agreement (or at such other address as a party may specify by notice to the other).

7. Assignee agrees to name Assignor as insured, as its interest may appear, with respect to its insurance coverage required to be carried under the terms of the Lease

throughout the term of the Lease, including any options, so long as Assignor remains liable under the terms of the Lease.

8. This Agreement extends to, inures to the benefit of, and is binding upon, the parties hereto and all of their respective heirs, successors and permitted assigns. This Agreement is not, however, assignable or transferable, in whole or in part, by any of the parties except upon the express prior written consent of all of the other parties hereto, and any purported assignment in violation of this paragraph shall be void. Furthermore, any subsequent transfers or assignments of the leasehold estate are subject to the limitations and conditions of Paragraph 5 above.

9. This Agreement may be amended, supplemented or otherwise modified only by a written instrument duly executed by all of the parties hereto.

10. If any provision or provisions of this Agreement, or any portion thereof, is invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future legislative action, such determination or action will be construed consistent with the intent of the parties hereto so as (whenever possible) not to affect the validity or enforceability hereof and will not affect the validity or effect of any other portion hereof which shall remain in full force and effect.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

12. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE STATE OF UTAH WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

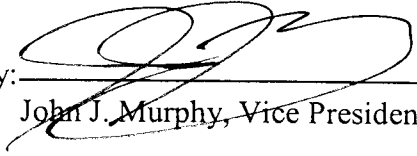
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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption of Lease Agreement as of the date first above written.

WITNESS:

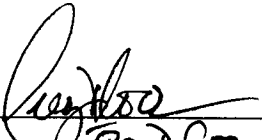
PIZZA HUT, INC.

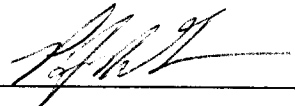
By: 

By: 
John J. Murphy, Vice President - Law

WITNESS:

WASATCH VALLEY PIZZA, LLC

By: 
Name: Craig D. Coe

By: 
P.J. McGovern, President *Manager*

State of Texas
County of Dallas

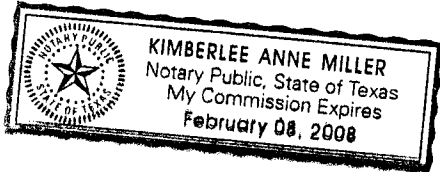
On 5/5/05 before me, P.J. McGovern, ^{Manager} President, Wasatch Valley Pizza, LLC, a Kansas limited liability company personally appeared.

personally known to me -OR- proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kimberlee Anne Miller
SIGNATURE OF NOTARY

My commission expires: 2/8/08



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER(S)
 - PARTNER(S)
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - SUBSCRIBING WITNESS
 - GUARDIAN/ CONSERVATOR
 - OTHER: Manager
- SIGNER IS REPRESENTING: _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above: _____

State of Texas
County of Dallas

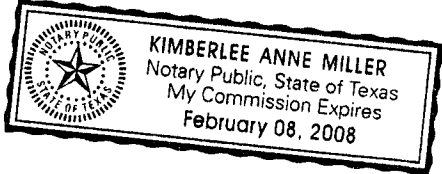
On 5/5/05 before me, John J. Murphy, Vice President of Pizza Hut, Inc., a California corporation personally appeared.

personally known to me -OR- proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kimberlee Anne Miller
SIGNATURE OF NOTARY

My commission expires: 2/8/08



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
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- SUBSCRIBING WITNESS
- GUARDIAN/ CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING: _____

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Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above: _____

EXHIBIT A
LEGAL DESCRIPTION

ENT 50448:2005 PG 9 of 9

ENT89570 BK 3574 PG 525

LOT 1, PLAT A, ALBERTSON'S CENTER NO. 2, AMERICAN FORK, UTAH, according to the official plat thereof on file and of record in the Utah County Recorder's Office, together with all easements and restrictions, appurtenance to Lot 1, Plat A, ALBERTSON'S CENTER NO. 2, as set forth in that certain Declaration of Restrictions and Grant of Easements dated November 16, 1993, and recorded May 20, 1994 as Entry No. 42740 in Book 3449 beginning at page 351, in the office of the County Recorder, State of Utah, as amended.

34-201-0001

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