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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of 11-24, 1999, by and between ADVANCE GROCERY SYSTEMS, INC., a Nebraska corporation ("Assignor"), and FFCA ACQUISITION CORPORATION, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and UPPER MIDWEST PIZZA, INC., a Delaware corporation ("Lessee"), are parties to that certain lease, including all attachments, amendments and modifications thereto identified on Exhibit B (the "Lease") in connection with the real property together with all rights and easements appurtenant thereto, including all buildings and improvements, legally described in Exhibit A attached hereto (the "Premises"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Lease and all related Lease Guaranties, deposits, collateral assignments, security agreements and documents, if any, securing the obligations of the Lessee under the Lease (collectively, the "Agreements").

2. Assignee hereby agrees to indemnify, defend, protect and hold harmless Assignor and its parents, subsidiaries, affiliates, partners, shareholders, directors, officers, representatives, agents, servants and employees (collectively, the "Assignor Parties") from and against any and all liabilities, claims, demands, fines, suits, proceedings and judgments of any kind or nature whatsoever, arising from or in connection with Assignee's performance of or failure to perform any such term, condition, obligation or duty under the Lease and the Agreements from and after the date hereof, as required herein. Such indemnity shall include, but not be limited to, any and all reasonable costs of defense, reasonable attorneys' fees, penalties, assessments, fines, damages, interest, settlements, judgments, losses and other expenses.

3. Assignor warrants and represents that (i) it is the lessor under the Lease, and (ii) there has been no previous transfer, pledge, conveyance or assignment of Assignor's interest in the Lease or the Agreements.

✓ When recorded mail to:  
FFCA Acquisition Corporation  
17207 N. Perimeter Drive  
Scottsdale, AZ 85255

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FILED NO 002140  
BOOK 46 PAGE 77  
1999 DEC -3 PH 2: 34

CWP.MGOSS.11242.38700.434213-1  
FFCA NO 8001-0514  
Hwy 169 & 91  
Winterset, IA

REC'D 31  
AUD             
R.M.P.           

MICHELLE UTSLER  
RECORDER  
BRIGGS COUNTY, IOWA

4. Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee and its affiliates, and the directors, officers, shareholders, employees, representatives, successors, assigns and agents of Assignee and its partners (collectively, the "Assignee Parties"), from and against any and all liabilities, claims, demands, fines, suits, proceedings and judgments of any kind or nature whatsoever, arising from or in connection with the Assignor's performance of or failure to perform any obligation or duty under the Lease and the Agreements prior to the date hereof as required herein. Assignor further agrees to indemnify, defend, protect and hold harmless the Assignee Parties from and against any and all liabilities, claims, demands, fines, suits, actions, proceedings and judgments of any kind or nature whatsoever, by or in favor of any person or entity whatsoever resulting from or in connection with loss of life, personal injury or property loss or damage arising from or in connection with any occurrence in, on or about the Premises prior to the date first written above. Such indemnity shall include, but not be limited to, any and all costs of defense, reasonable attorneys' fees, penalties, assessments, fines, damages, interests, settlements, judgments, losses and other expenses.

5. Assignor hereby authorizes Lessee to pay to Assignee all rentals or other sums now or hereafter due under the Lease and the Agreements.

6. Any agreement to pay any amount in any indemnity provisions contained in this Assignment shall only be for the benefit of Assignor Parties and Assignee Parties, and each such agreement shall not inure to the benefit of any third party, it being the intention of Assignor and Assignee that no one shall be deemed a third-party beneficiary of said provisions.

7. Assignor and Assignee agree to execute any and all other documentation reasonably necessary to effectuate the provisions of this Assignment, including a notice to Lessee of the assignment of the Lease and the Agreements and any individual assignment of a Lease or an Agreement.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Agreement as of the date first above written.

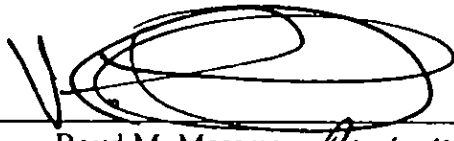
ASSIGNOR:

ADVANCE GROCERY SYSTEMS, INC., a  
Nebraska corporation

By Joseph N. Mondolfo  
Joseph Mondolfo, President  
*MAN do i Fo (JM)*

ASSIGNEE:

FFCA ACQUISITION CORPORATION, a Delaware  
corporation

By   
~~Boyd M. Messman~~ **PAUL M LAMBERT**  
Vice President ~~Corporate Finance~~

STATE OF ~~NEBRASKA~~ <sup>ARIZONA</sup> )  
 ) SS.  
~~Douglas~~ <sup>Maricopa</sup> County )

On this 28 day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH MONDOLFO, the President of ADVANCE GROCERY SYSTEMS, INC., a Nebraska corporation, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of said corporation as his voluntary act and deed.

Teresa L. Campbell  
 Notary Public

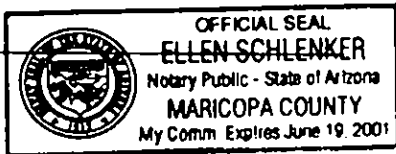
STATE OF ARIZONA )  
 ) SS.  
 COUNTY OF MARICOPA )



This instrument was acknowledged before me this 28th day of October, 1999, by ~~BOYD M. MESSMAN~~ <sup>Boyd M. Messman</sup>, as Vice President - ~~Corporate Finance~~ of FFCA ACQUISITION CORPORATION, a Delaware corporation, on behalf of such corporation.

Ellen Schlenker  
 Notary Public

My Commission Expires:



**EXHIBIT A**  
**(Legal Description)**

Lot Seven (7) of Helen McCall Huntoon Addition, Plat No. 1, to the City of Winterset, Madison County, Iowa.

FFCA No 8001-0514  
Highway 169 & 91  
Winterset, Iowa  
CWP.MGOSS 11242.11111.420381-2

**EXHIBIT B**

To Assignment of Lease and Agreements

**DESCRIPTION OF LEASE, ATTACHMENTS,  
AMENDMENTS AND MODIFICATIONS TO THE LEASE**

1. Lease dated October 26, 1994 between Advance Grocery Systems, Inc., a Nebraska corporation as Lessor, and Upper Midwest Pizza Hut, Inc., a Delaware corporation, as Lessee.