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*Sharon J. Vandenberg*  
REGISTER OF DEEDS

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**ASSIGNMENT AND ASSUMPTION OF LEASE**

Chili's No. 30

STATE OF NEBRASKA       §  
  §  
COUNTY OF SARPY       §

This Assignment and Assumption of Lease (the "Assignment") is made and entered into this 15<sup>th</sup> day of October, 2001 (the "Effective Date"), by and between Sydran Food Services III, L.P., a California limited partnership (the "Assignor"), having its principal place of business at Bishop Ranch 8, 3000 Executive Drive, Suite 515, San Ramon, California 94583, and BRINKER RESTAURANT CORPORATION, a Delaware corporation (the "Assignee"), having its principal place of business at 6820 LBJ Freeway, Dallas, Texas 75240.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the following lease: Lease by and between Sydran Holdings VII, LLC, as landlord, and Assignor, as tenant, dated December 17, 1999 (the "Lease");

WHEREAS, Assignor's interest in the Lease is further evidenced by that certain Memorandum of Amendment of Lease by and between Sydran Holdings VII, LLC, a Nevada limited liability company and Sydran Food Services III, L.P., a California limited partnership, filed September 21, 2000, as Instrument No. 2000-23775.

WHEREAS, the property covered by the Lease is more particularly described in Schedule A attached hereto; and

WHEREAS, Assignor and Assignee are desirous of documenting the terms and conditions under which said assignment and assumption will occur.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein and for other good and valuable consideration, the existence, receipt and legal sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

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NEBRASKA  
TITLE  
OMAHA

1. **Assignment.** Assignor does hereby sell, grant, transfer and assign to Assignee as of the Effective Date, all of Assignor's right, title and interest in and to, and does hereby delegate to Assignee all of Assignor's duties and obligations under the Lease.

2. **Assumption.** Assignee hereby accepts and assumes said assignment and agrees to be bound by and abide by each and every term, covenant and condition of the Lease as they apply from and after the date hereof, and to fulfill Assignor's obligations with respect to Assignor's interest therein transferred to Assignee by this Assignment.

3. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. **Indemnity.** Subject to the limitations set forth in the Asset Purchase Agreement dated July 20, 2001, by and among Assignor, The Sydran Group, LLC, and Brinker Restaurant Corporation, Assignor hereby agrees to defend, indemnify and hold harmless Assignee from costs, awards, damages, liabilities, obligations and expenses of every type and description arising under the Lease prior to the date of this Assignment. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from all costs, awards, damages, liabilities, obligations and expenses of every type and description arising under the Lease from and after the date of this Assignment.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment via telephone facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. **Continuing Obligation.** Assignor and Assignee agree that this Assignment and the respective rights and obligations of Assignor and Assignee hereto shall continue in force and effect during the term and any option terms of the Lease.

7. **Governing Law.** The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Assignment.


2001-39322B

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date or dates indicated below, to be effective as of the Effective Date.

ASSIGNOR:

SYDRAN FOOD SERVICES III, L.P.

By: Sydran Services, LLC, its general partner

By:   
Iver Bowden, Senior Vice President –  
Development

DATE: 11/15/01

ASSIGNEE:

BRINKER RESTAURANT CORPORATION,  
a Delaware corporation

By:   
Jay L. Tobin, Vice President

DATE: 11/15/01

CH #30

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2001, by Iver Bowden, Senior Vice President – Development of Sydran Services, LLC, the general partner of Sydran Food Services III, L.P., on behalf of said limited partnership.

*Blanche L. Avila*  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_.

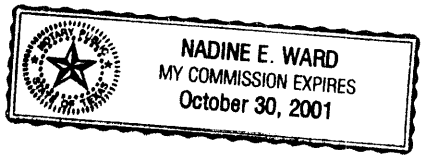


STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2001, by Jay L. Tobin, Vice President and Assistant Secretary of Brinker Restaurant Corporation, a Delaware corporation, on behalf of said corporation.

*Nadine E. Ward*  
\_\_\_\_\_  
Notary Public, State of Texas

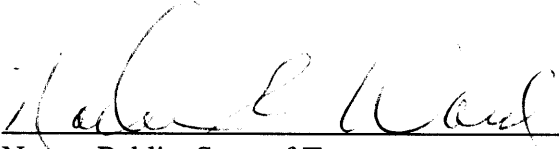
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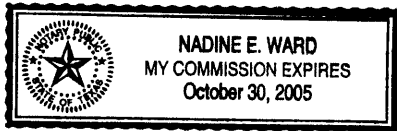
2001-39322D

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on this 13<sup>th</sup> day of November, 2001, by Jay L. Tobin, Vice President and Assistant Secretary of Brinker Restaurant Corporation, a Delaware corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:



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EXHIBIT A

PROPERTY DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of LaVista, Sarpy County, Nebraska, together with an easement for ingress, egress, parking and other purposes for the benefit of Lot 6 as created by Declaration of Restrictions filed December 23, 1991 as Instrument No. 91-20487; and Addendum filed November 4, 1992 as Instrument No. 92-24051; and Second Addendum filed June 25, 1993 as Instrument No. 93-14506; and Third Addendum filed July 9, 1999 as Instrument No. 99-021857.