

ASSIGNMENT OF LESSEE'S INTEREST IN LEASE

This Assignment, made this 1st day of MARCH, 1983, by PACIFIC PIZZA COMPANY, a Nevada corporation, hereinafter referred to as "Assignor", to THURMAN STATE BANK, Thurman, Iowa, hereinafter referred to as "Assignee."

WITNESSETH:

THAT Assignor, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, transfers and assigns to Assignee the entire Lessee's interest in and to a certain lease described as follows:

Lease Agreement between Kenneth J. Denfeld, Lessor, and Ken Den, Inc., a Nevada corporation, as Lessee, executed May 20, 1981, covering the following described real estate located in Sarpy County, Nebraska:

Lot 22A1B, Alpine Village South, in the Southeast 1/4 of Section 15, Township 14 North, Range 12 East of the 6th P.M., in the City of LaVista, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the NW corner of Lot 22B, said Alpine Village South; thence S 30°51'47" E (assumed bearing) on the Westerly line of said Lot 22B, Alpine Village South, a distance of 105.75 feet to the point of beginning; thence continuing S 30°51'47" E along said Westerly line of Lot 22B, Alpine Village South, a distance of 38.50 feet; thence S 00°27'50" W, a distance of 126.35 feet; thence S 45°17'55" W, a distance of 28.37 feet; thence N 89°51'59" W, a distance of 134.98 feet; thence S 71°09'16" W, a distance of 15.92 feet; thence N 00°27'50" E, a distance of 184.53 feet; thence South 89°51'59" E, a distance of 149.99 feet to the point of beginning,

as amended by Amendments No. 1 and No. 2, assigned to Pacific Pizza Company under date of June 22, 1982.

This Assignment is made for the purpose of securing the performance and discharge of each and every indebtedness, obligation, covenant and agreement that may now or hereafter be owing to Assignee, its successors or Assigns, by the Assignor or Kenneth J. Denfeld.

Assignor warrants that Assignor is the sole owner of the entire Lessee's interest in said Lease; that said Lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever, save as herein set forth; that the Lessor named in said Lease is not in default under any of the terms, covenants or conditions thereof; that no rent for any period subsequent to the date of this Assignment has been or will be paid in advance of the time when the same becomes due under the terms of said lease.

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Assignor covenants with Assignee to observe and perform all the obligations imposed upon the Lessee under said Lease and not to do or permit to be done anything to impair the security thereof; not to execute any other assignment or subletting of Lessee's interest in said Lease; not to alter, modify or change the terms of said Lease or cancel or terminate the same or tender a surrender thereof without the prior written consent of Assignee; and to execute and deliver, at the request of Assignee, all such further assurances and assignments in the premises as Assignee shall, from time to time, require.

This Assignment is made on the following terms, covenants and conditions:

1. So long as there shall be no default under that certain Promissory Note dated the 1ST day of MARCH, 1983, between Kenneth J. Denfeld, as maker, to Assignee as payee, in the amount of \$240,000.00, or the Guaranty of Pacific Pizza Company securing said Note or the performance of any obligation, covenant or agreement herein or in said Lease contained on the part of Assignor to be performed (collectively the "obligations"), Assignor shall have the full enjoyment of all rights and privileges of Lessee under said Lease.

2. Upon, or at any time after default under any of the obligations described in Paragraph 1 above, Assignee, without in any way waiving such default, may, at its option, without notice and without regard to the adequacy of the security for any indebtedness secured hereby, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in said Lease and have full enjoyment of the rights and privileges of Lessee under said Lease. The exercise by Assignee of the option granted in this Paragraph 2 shall not be considered a waiver of any default under any of the instruments mentioned in Paragraph 1.

3. Assignee shall not be liable for any loss sustained by the Assignor resulting from Assignee's failure to let the premises after default or from any other act or omission of Assignee in its enjoyment of the premises after default, unless loss is caused by the wilful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under said Lease or under or by reason of this Assignment. Assignor shall, and does hereby, agree to indemnify the Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under said Lease or under, or by reason of, this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge under any of the terms, covenants or agreements contained in said Lease. Should Assignee incur any such liability under said Lease or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Assignor shall reimburse Assignee therefore immediately upon demand.

4. Upon performance in full of all of the obligations set forth in Paragraph 1, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said indebtedness to remain unpaid shall be, and constitute, conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized, to rely thereon.

5. Assignee may take or release other security for the performance of the obligations set forth in Paragraph 1, may release any party primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of such indebtedness without prejudice to any of its rights under this Assignment.

6. The term "Lease" or "said Lease", as used herein, means said Lease hereby assigned or, at the option of the Assignee, any extension or renewal thereof and any lease subsequently executed during the term of this Assignment covering the premises described in said Lease, or any part thereof.

7. Nothing contained in this Assignment, and no act done or omitted by Assignee pursuant to the powers and rights granted hereunder, shall be deemed to be a waiver by Assignee of its rights and remedies under any of the obligations set forth in Paragraph 1 or any security agreement relating thereto; this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any such obligations or any security interest relating thereto. The right of said Assignee to enforce the obligations set forth in Paragraph 1 or any security therefore held by it may be exercised by Assignee, either prior to, simultaneously with or subsequent to any action taken by it hereunder.

This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of said indebtedness set forth in Paragraph 1 and shall be binding upon the Assignor, its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 1st day of MARCH, 1983.

PACIFIC PIZZA COMPANY

By Kenneth J. Denfeld
Kenneth J. Denfeld, President

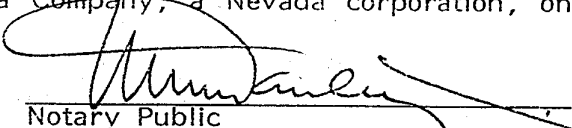
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PAGE 111

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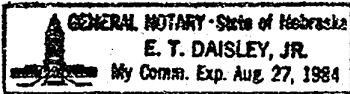
Carl H. Hillsted
REGISTRAR OF DEEDS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

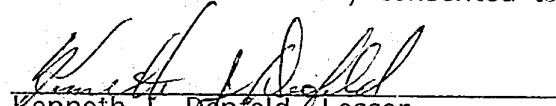
The foregoing instrument was acknowledged before me, a Notary Public, on this 1st day of MARCH, 1983, by Kenneth J. Denfeld, President of Pacific Pizza Company, a Nevada corporation, on behalf of said corporation.



Notary Public



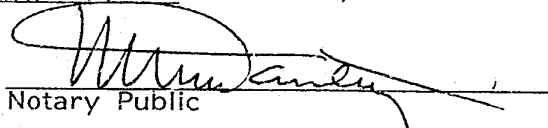
The foregoing Assignment of Lessee's Interest is hereby consented to and approved:



Kenneth J. Denfeld Lessor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, on this 1st day of MARCH, 1983, by Kenneth J. Denfeld.



Notary Public

