

S. C. ASSIGNMENT AND ASSUMPTION
OF LEASE AND
CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT TO
ASSIGNMENT (the "Assignment") is made as of the 1st day of
November, 1982, by and among THOMAS E. DUPREE, JR.
whose address is 1900 Greenville Road, Easley, South Carolina
29640 (hereinafter "ASSIGNOR"); BLUE RIDGE FOODS, INC., a Georgia
corporation whose principal address is 130 Willowdale Drive,
Toccoa, Georgia 30577 (hereinafter "ASSIGNEE") and BURGER KING
LIMITED PARTNERSHIP I, a New York limited partnership whose
principal address is Two World Trade Center, 105th Floor, New
York, New York 10048 (hereinafter "Lessor").

WHEREAS, ASSIGNOR is the present Lessee of the real property,
including the building and related improvements, described in
Exhibit "A" hereto ("Demised Premises"), pursuant to a Lease (the
"Lease") by and between Lessor and ASSIGNOR, as Lessee, dated
November 1st 1982

WHEREAS, ASSIGNOR intends to assign all of its right, title
and interest as Lessee under the Lease of the Demised Premises to
ASSIGNEE.

WHEREAS, ASSIGNOR and ASSIGNEE have requested that Lessor
consent to the assignment by ASSIGNOR of the Lease to ASSIGNEE.

NOW, THEREFORE, in consideration of the premises, the mutual
covenants contained herein and other good and valuable considera-
tion, the receipt and sufficiency of which are hereby acknowledged,
ASSIGNOR hereby grants, assigns, conveys, sets over and delivers
to ASSIGNEE all of its right, title and interest in and to the
Lease of the Demised Premises, together with all rights and
appurtenances belonging or appertaining thereto, which ASSIGNEE
hereby accepts. ASSIGNEE hereby agrees to assume the obligations
and to be bound by all of the terms, conditions and covenants
applicable to the Lessee under the Lease and this Assignment and
further acknowledges receipt of executed copies of the Lease.

ASSIGNOR, in consideration of the Lessor's consenting to
this Assignment and the mutual covenants herein, agrees that
ASSIGNOR, jointly and severally, will remain unconditionally
obligated to perform and be bound by each and every term, condi-
tion and covenant applicable to the Lessee under the Lease until
the end of the term thereof.

This Assignment shall become effective as of the date indi-
cated above, but only after it has been executed by ASSIGNOR and
ASSIGNEE and after Lessor has granted its consent to this Assign-
ment by executing the Consent hereto.

BKLP RS 2/1/82
1st Draft
CAP:wp
#3548
11/17/82

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1.00 CI

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