

ASSIGNMENT AND ASSUMPTION OF LEASE

Inst # 1996-17897

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Burger King Limited Partnership II, a New York limited partnership ("Assignor"), does hereby sell, assign, convey, transfer, set over and deliver to U.S. Restaurant Properties Operating L.P., a Delaware limited partnership ("Assignee"), the entire interest of Assignor in and to the lease of real property more particularly described in Exhibit A attached hereto and incorporated by reference herein, between Burger King Limited Partnership II, as lessor, and Norman F. Plott, as lessee, dated May 5, 1983, and recorded in Book 347, Page 871, in the Shelby County Recorder's Office (the "Lease").

Assignee hereby assumes and agrees to perform all the terms, covenants and conditions of the Lease required to be performed by the lessor thereunder from and after the date hereof, including, without limitation, the obligation to repay in accordance with the terms of the Lease to the lessee thereunder any and all security deposits and prepaid rental deposits to the extent, but only to the extent of the amount of cash delivered by Assignor to Assignee with respect to such security deposits and prepaid rental deposits and only to the extent that any such amount shall hereafter become refundable to the lessee under the Lease.

Assignee hereby indemnifies and holds Assignor harmless from and against any and all loss, cost, damage, expense (including reasonable attorney's fees), liability, claims or causes of action existing in favor of or asserted by the lessee under the Lease arising out of or relating to Assignee's failure to perform any of its obligations as lessor under the Lease on or after the date hereof. Assignor hereby indemnifies and holds Assignee harmless from and against any and all loss, cost, damage, expense (including reasonable attorney's fees), liability, claims or causes of action existing in favor of or asserted by the lessee under the Lease arising out of or relating to Assignor's failure to perform any of its obligations as lessor under the Lease prior to the date hereof.


This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lease on this 2 day of May, 1996.

ASSIGNOR:

BURGER KING LIMITED PARTNERSHIP II,
a New York limited partnership

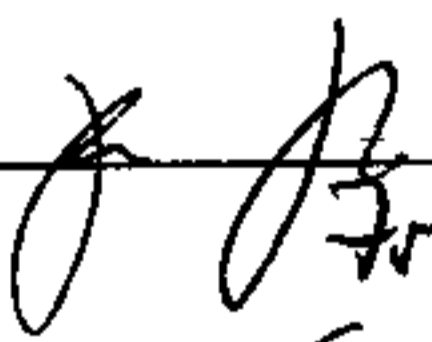
By: BK II Properties Inc.,
a New York corporation,
General Partner

By: 
Name: Kenneth F. Boyle
Title: Vice President

ASSIGNEE:

U.S. RESTAURANT PROPERTIES
OPERATING L.P.
a Delaware limited partnership

By: U.S. Restaurant Properties, Inc.
(f/k/a QSV Properties Inc.),
a Delaware corporation,
General Partner

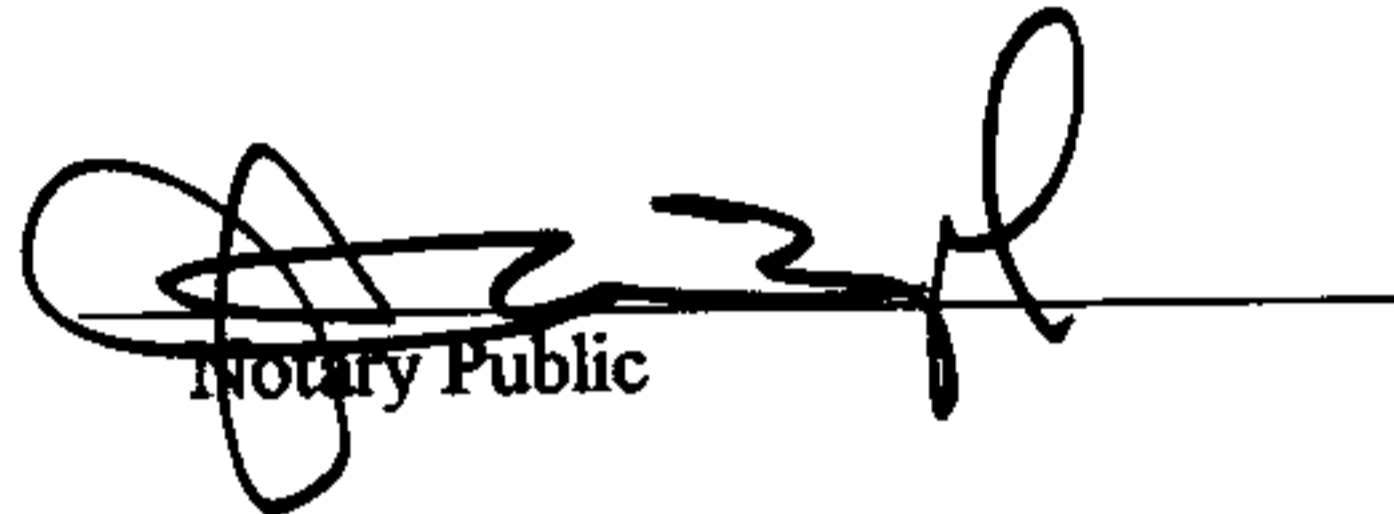
By: 
Name: Fred Margolin
Title: Chairman

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, Joanne Franzel, a Notary Public in and for said County, in said State, hereby certify that Kenneth F. Boyle whose name he signed to the foregoing conveyance, as Vice President of BK II Properties Inc., as general partner of Burger King Limited Partnership II, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date in the capacity herein stated.

Given under my hand and official seal this 2 day of May A.D., 1996.


Notary Public

JOANNE FRANZEL
NOTARY PUBLIC, State of New York
No. [REDACTED]
Qualified in New York County
Commission Expires March 30, 1998

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, LORI BEST-ANDRE, a Notary Public in and for said County, in said State, hereby certify that Kenneth F. Boyle whose name he signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of May A.D., 1996.

Lori Best-Andre
Notary Public

LORI BEST-ANDRE
Notary Public, State of New York
No. 01BE5032696
Qualified in Queens County
Commission Expires Aug. 29, 1996

STATE OF TEXAS)

COUNTY OF DALLAS)

I, NANCY SHIRAR, a Notary Public in and for said County, in said State, hereby certify that FRED MARGOLIN whose name he signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8TH day of May A.D., 1996

Nancy Shirar
Notary Public

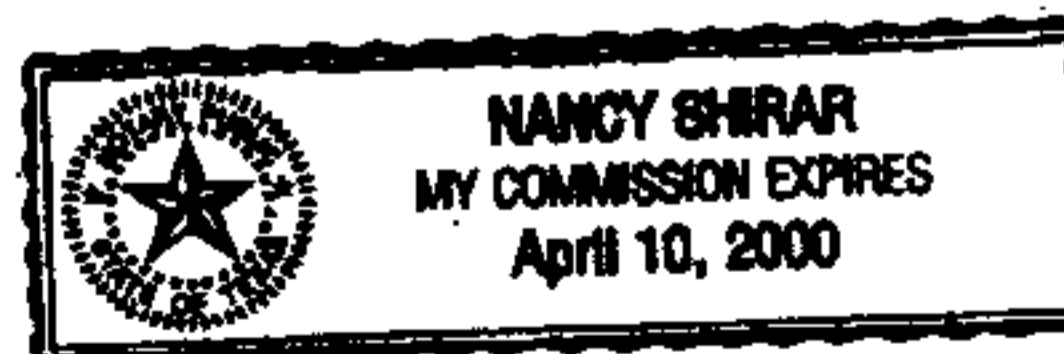


EXHIBIT A

LEGAL DESCRIPTION

Highway 31 Pelham, Alabama

Lot 6 and the North one half of Lot 7, of Block 1, Pelham Estates as recorded in Map Book 3 on Page 57 in the office of the Probate Judge of Shelby County, Alabama, less and except that part of same said Lots 6 and N½ of Lot 7, Block 1, Pelham Estates, that is incorporated into the right of way of highway 31 (U.S. 31 South), same said property being described more particularly by metes and bounds as follows:

Commence at the Southwest corner of the SW ¼ of the NW ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, thence run easterly along the south line of said quarter-quarter 552.40' to a point on the east right of way line of U.S. Highway 31 (So) and the Northwest corner of Lot 1, Block 1, of Pelham Estate, thence run southerly along the said east right of way line of said Highway 31 a chord distance of 500.22' to the northwest corner of Lot 6, of Block 1, Pelham Estates and the point of beginning of the property being described, thence turn angle of 78° 42' 27" left from cord and run S 88° 21' 36" E a distance of 272.24' to an iron pin, thence turn an int. angle of 99° 20' 19" and run S 07° 41' 55" E a distance of 150.06' to an iron pin, thence turn an int. angle of 80° 27' 13" and run N 88° 09' 08" W a distance of 267.22' to a steel spike on the East right of way line of U.S. Highway 31, thence turn an int. angle of 101° 30' 01" and run N 09° 39' 09" W a distance of 150.01' to a steel spike on the east right of way line of said Highway, U. S. 31, and the point of beginning, containing 39,796 square feet, 0.9136 acre.

Together with a perpetual non-exclusive 6 foot easement over the adjacent property for the purpose of erection of a sign, more particularly described as follows:

Beginning at the southeastern corner of 30 foot ingress-egress easement, thence running north 88° 9' 40" west along a right-of-way of Vance Street for 3 feet to a point, thence departing said right-of-way and running north 7° 41' 55" west for 6 feet to a point, thence running south 88° 9' 40" east for 3 feet to a point on the eastern line of the 30 foot ingress-egress easement, thence running south 7° 41' 55" east along the eastern line of said easement for 6 feet to an iron pin and the point of beginning.

NA953600.007/8

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06/04/1996-17897
12:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 18.50

3696 Pelham, AL