

This Instrument Was Prepared By:
David J. White
Tuke Yopp & Sweeney
Third National Bank Building, 17th Floor
201 4th Avenue North
Nashville, Tennessee 37219

Store No. 573
10/10/1995-28597

**ASSIGNMENT AND ASSUMPTION OF LEASE
AND AMENDMENT TO MEMORANDUM OF LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND AMENDMENT TO
MEMORANDUM OF LEASE** (the "Assignment") is made as of the ~~20th~~ day
of September, 1995, by and among **SHONEY'S, INC.**, a Tennessee
corporation (the "Assignor"), **MRS. WINNER'S, L.P.**, a Georgia
limited partnership (the "Assignee"), and **ANDRESS COMPANY, INC.**, an
Alabama corporation (the "Lessor").

W I T N E S S E T H:

WHEREAS, Assignor is the tenant of the premises located at
4719 U.S. Highway 280 East, Birmingham, Alabama, as more
particularly described in Exhibit A attached hereto and made a part
hereof (the "Premises") pursuant to (i) the Ground Lease dated May
5, 1986, by and between Lessor and Assignor, and (ii) the
Memorandum of Lease dated August 11, 1986 (the "Memorandum"), by
and between Lessor and Assignor, recorded in Book 112, Page 363, in
the Probate Office of Shelby County, Alabama (all the foregoing as
previously or hereafter amended being collectively referred to as
the "Lease"); and

WHEREAS, Assignor and Lessor wish to amend the Memorandum as
set forth herein; and

WHEREAS, Assignor wishes to assign all of its right, title,
and interest in and to the Lease, as amended hereby, to Assignee,
and Assignee wishes to accept such assignment and to assume the
liabilities, duties, and obligations of Assignor under the Lease,
as amended hereby; and

WHEREAS, Lessor wishes to consent to and approve the
assignment and assumption set forth herein;

NOW, THEREFORE, for valuable consideration and the mutual
covenants herein contained, the receipt and sufficiency of which
are hereby acknowledged, the parties, intending to be legally
bound, agree as follows:

1. Assignor and Lessor hereby agree to amend the Memorandum
by deleting the last line of the first page thereof which reads
"4th day of May, 2001." and substituting "30th day of June, 2001."

159020.4 9/23/95

10/10/1995-28597
01:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 127.00

in lieu therefor. (The Lease, as amended hereby, is hereafter referred to as the "Amended Lease".)

2. Assignor hereby assigns all of its right, title, and interest in and to the Amended Lease to Assignee, and Assignee hereby accepts such assignment and assumes all liabilities, duties, and obligations of Assignor as the lessee under the Amended Lease effective as of October 2, 1995 (the "Effective Date"). Lessor hereby consents to and approves the assignment by Assignor and the assumption by Assignee pursuant to this Section 2.

2. Assignor represents and warrants to Assignee that:

(a) Assignor has made no prior assignment of the Amended Lease or any rights therein;

(b) Assignor has full right, title, and interest in the Amended Lease as lessee;

(c) No default on the part of Assignor exists under the Amended Lease and there exists no state of facts which, with the giving of notice or passage of time, or both, would constitute a default on the part of Assignor under the Amended Lease;

(d) Assignor has full right, power, and authority to execute and deliver this Assignment;

(e) The Amended Lease is valid and enforceable in accordance with its terms; and

(f) In accordance with the terms of the Lease, Assignor has delivered to Lessor post-dated checks respectively dated the first day of each month of the lease year in payment of monthly rent through June 30, 1996.

3. Lessor hereby consents to the foregoing assignment and assumption of the Amended Lease. Notwithstanding any provisions of the Lease to the contrary, Lessor hereby releases and discharges Assignor from all liabilities, duties, and obligations arising under the Amended Lease after June 30, 2001 (the "Release Date"). After the Release Date, Lessor shall look solely to Assignee for the payment of all rent and other amounts payable under the Amended Lease and for the performance of all liabilities, duties, and obligations to be performed under the Amended Lease. Lessor and Assignee hereby covenant and agree that the Amended Lease will not be amended or replaced at any time from the Effective Date through and including the Release Date without the prior written consent of Assignor.

4. Lessor represents and warrants to Assignee that:

(a) No default exists under the Amended Lease and there exists no state of facts which, with the giving of notice or passage of time, or both, would constitute a default under the Amended Lease;

(b) The Amended Lease is valid and enforceable in accordance with its terms;

(c) No prepayment of any installment of rent for more than one (1) month due under the Amended Lease has been paid by Assignor;

(d) The term of the Amended Lease commenced on May 18, 1986, and is scheduled to end on June 30, 2001;

(e) The term of the Amended Lease may be renew or extended for three (3) successive periods of five (5) years in accordance with the terms of the Amended Lease;

(f) Assignor has not paid to Lessor a security deposit; and

(g) The rent and all other charges required to be paid on or before the date hereof under the Lease have been paid.

5. Assignee shall defend, indemnify, and hold Assignor harmless from and against any and all costs, damages, claims, liabilities, and expenses (including reasonable attorney's fees) suffered by or claimed against Assignor that (i) relate to the Amended Lease or Assignee's occupancy of the Premises and (ii) are based upon liabilities, obligations, or events arising on or after the Effective Date (but specifically excluding causes of action filed or claims made after the Effective Date relating to liabilities, obligations, or events arising prior to the Effective Date). At all times from the Effective Date through and including the Release Date, Assignee shall cause Assignor to be named as an additional insured on all insurance policies that the Amended Lease requires the lessee thereunder to maintain and, upon written request therefor, to provide Assignor with insurance certificates demonstrating compliance with the insurance requirements of the Amended Lease and providing that such insurance policies shall not be cancelled without not less than thirty (30) days prior notice to Assignor.

6. Assignor shall continue to be responsible for and shall defend, indemnify, and hold Assignee harmless from and against any and all costs, damages, claims, liabilities, and expenses (including reasonable attorney's fees) suffered by or claimed against Assignee that (i) relate to the Amended Lease or Assignor's occupancy of the Premises and (ii) are based on liabilities, obligations, or events arising prior to the Effective Date,

including causes of action filed or claims made after the Effective Date relating to events occurring prior to the Effective Date.

7. This Assignment shall be construed and interpreted in accordance with the laws of the State in which the Premises are located.

8. This Assignment shall inure to the benefit of the heirs, successors, and assigns of the parties hereto.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original hereto and all of which together shall constitute but one Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Lease, the terms of this Assignment shall govern and shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective on the date set forth above.

ASSIGNOR:

SHONEY'S, INC.,
a Tennessee corporation

ATTEST

By: J. M. Daugherty
Title: Secretary

By: Paul Campbell
Title: V.P.

ASSIGNEE:

MRS. WINNER'S, L.P.,
a Georgia limited partnership

ATTEST

By: Winners Corporation, General
Partner

By: Dennis E. Cooper
Title: VP

LESSOR:

ANDRESS COMPANY, INC.,
an Alabama corporation

ATTEST

By: Lorraine Andress
Title: Secretary

By: James R. Anderson
Title: Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, David L. Dinson, a notary public in and for said county in said state, hereby certify that Charles P. Vining, Sr and F.E.M. David, Sr, whose names as V.P. and Secretary, respectively, of Shoney's, Inc., a Tennessee corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 29th day of September, 1995.

David L. Dinson

Name: David L. Dinson
Notary Public

My Commission Expires:
My Commission Expires MAR. 27, 1999

[AFFIX SEAL]



STATE OF Tennessee
COUNTY OF Davidson

I, David L. Dinson, a notary public in and for said county in said state, hereby certify that Dennis E. Cooper and J. Russell Welch, whose names as V.P. and Secretary, respectively, of Winners Corporation, a Georgia corporation and the general partner of Mrs. Winner's, L.P., a Georgia limited partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation as general partner of said limited partnership.

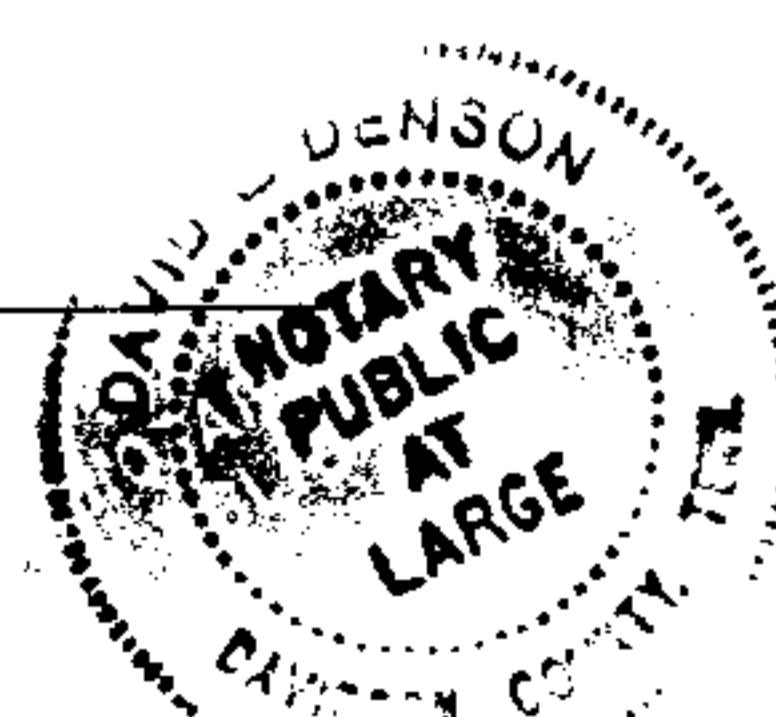
Given under my hand and seal of office this 29th day of September, 1995.

David L. Dinson

Name: David L. Dinson
Notary Public

My Commission Expires:
My Commission Expires MAR. 27, 1999

[AFFIX SEAL]



STATE OF Alabama
COUNTY OF Jefferson

I, Undersigner, a notary public in and for said county in said state, hereby certify that Harry R. Andress and Leanne H. Andress, whose names as President and Secretary, respectively, of Andress Company, Inc., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 28th day of September, 1995.

John R. Rags
Name John R. Rags SEAL
Notary Public

My Commission Expires:
12-6-95

[AFFIX SEAL]



EXHIBIT A

PREMISES

A parcel of land located in Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said Quarter-Quarter Section a distance of 669.20 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 273.05 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 221.98 feet to the point of beginning.

Inst. # 1995-28597

159020.4 9/23/95

10/10/1995-28597
01:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 127.00