



mail to: Bruce Magers
2598 Reynolda Road
W-S, NC 27106

BK1710 P2496 ✓

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ASSIGNMENT, ACCEPTANCE, AND CONSENT TO ASSIGNMENT

THIS AGREEMENT, made and entered into as of the 19th day of Feb, 1991, by and between Hilton Head Yogurt, Inc., dba "I Can't Believe It's Yogurt", hereinafter referred to as "Assignor" and Piedmont Yogurt, Inc., hereinafter referred to as "Assignee", and ZT-Winston-Salem Associates, hereinafter referred to as "Landlord".

W I T N E S S E T H

WHEREAS, by written Lease dated March 14, 1989, (the "Lease"), Landlord leased to Assignor the premises in the City of Winston-Salem, County of Forsyth, and State of North Carolina, being that portion of a building located in the Silas Creek Shopping Center, known and described as approximately 1000 square feet of store space having approximately 20 feet of frontage and 50 feet of depth, and being further known as Space 54 (the "Premises") for a base term commencing on March 10, 1989 and ending on December 31, 1992; and

WHEREAS, Assignor wishes to assign the Lease to Assignee; and

WHEREAS, Landlord's consent is required to any assignment of the Lease in accordance with the provisions of Section 17 and the Reference Page of the Lease;

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, it is hereby mutually agreed that:

1. Effective February 20, 1991, (the "Effective Date"), Assignor does hereby transfer, assign and convey unto Assignee all of its rights, title and interest in and to said Lease.

2. As of the date of this Assignment and the Effective Date, Assignee warrants to both Assignor and Landlord that Assignee is familiar with the Premises and with the improvements previously placed therein by Landlord and/or others; and Assignee hereby accepts the Premises in its present condition as suitable for the purpose for which it is assigned.

3. As of the Effective Date, Assignee expressly assumes all of the covenants and obligations of the Tenant under the Lease and agrees to be bound by the terms and conditions of the Lease as if it were the Tenant named therein.

4. As of the Effective Date, Assignor's Security Deposit under the Lease of \$1,500.00 shall be held by Landlord for the benefit of Assignee.

5. Landlord does hereby give its consent to this Assignment subject to the following conditions: (1) all rent, as defined in the Lease, must be current as of the Effective Date; (2) the sale of Assignor's business to Assignee must be consummated by the Effective Date; (3) nothing herein contained shall in any way relieve or release Assignor of its obligations and covenants under the Lease; and (4) such consent shall not constitute a waiver of the requirement to obtain Landlord's consent to any further assignment of the Lease.

6. Landlord will send to Assignor, whose address is 894 Buttonwood Dr. Winston Salem NC 27104, any notice of default that Landlord shall send to Assignee, whose address is P.O. Box 41046 Martinsville VA 24115.

7. The Lease as herein modified and supplemented is in all other respects fully ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written, the corporate parties by their proper officers duly authorized thereunto.

LANDLORD:

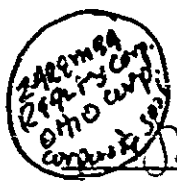
Signed in the presence of:

ZT-Winston-Salem Associates, a North Carolina Joint Venture

By: Winston-Salem Retail Associates
Limited Partnership, a North
Carolina Limited Partnership, GP

By: Zarembo Associates Limited
Partnership, an Ohio limited
partnership, its general
partner

By: Zarembo Realty Corporation, an
Ohio corporation, its general
partner



Robert J. Urbancic, witness

Robert J. Urbancic
Secretary

By: Joseph J. Urbancic
Joseph J. Urbancic

Its: Vice President

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ASSIGNOR:

Hilton Head Yogurt, Inc.,
a NORTH CAROLINA corporation

By: Carl R. Tracy, Pres.
CARL R. TRACY

Its: PRESIDENT

ASSIGNEE:

Piedmont Yogurt Inc., a ^{VIRGINIA} ~~North~~
~~Carolina~~ corporation

Attested by Cynthia J. Adkins
Secretary

By: Ken A. Adkins
KEN A. ADKINS

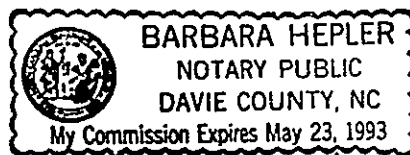
Its: PRESIDENT

ASNTACPT

STATE OF N.C.)
COUNTY OF Forrest) SS:

BEFORE ME, a notary public in and for DAVIE county and state, personally appeared the above-named Piedmont Yeast, Inc. by Ken A. Atkins, its President, and Cynthia F. Atkins, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said President, and their free act and deed personally and as such Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Forrest County, N.C., this 19th day of February, 1991.



Barbara Hepler
Notary Public

STATE OF OHIO
COUNTY OF CUYAHOGA

I, JOAN A. TROFF, a Notary Public in the County and State of aforesaid, do hereby certify that JOSEPH J. URBANCIC personally came before me this day and acknowledged that he is the VICE PRESIDENT of Zarembo Realty Corporation, an Ohio Corporation (the "Corporation"), and that by authority duly given and (a) as the act of the Corporation, (b) as the act of Zarembo Associates Limited Partnership, an Ohio limited partnership (the "Partnership") in which the Corporation is a general partner, (c) as the act of Winston-Salem Retail Associates Limited Partnership, a North Carolina limited partnership in which the Partnership is a general partner, ("Winston-Salem Retail"), and (d) as the act of ZT-Winston-Salem Associates, a North Carolina general partnership in which Winston-Salem Retail is a general partner, the foregoing instrument was signed in its name by its VICE President and sealed with its corporate seal.

Witness my hand and notarial seal, this 19th day of FEBRUARY, 1991.

Joan A. Troff
Notary Public

[NOTARY SEAL]

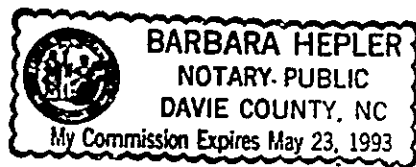
JOAN A. TROFF, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires April 20, 1993

My Commission Expires:

STATE OF N.C.)
COUNTY OF Forsyth) SS:

BEFORE ME, a notary public in and for DAVIE county and state, personally appeared the above-named Hilton Head Yacht, Inc. by Carl R. Lacy, its President, and Bruce Maguire, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said President, and their free act and deed personally and as such Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Forsyth County, N.C., this 19th day of February, 1991.



Barbara Hepler
Notary Public

PRESENTED FOR
REGISTRATION
AND RECORDED

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate

is of Barbara Hepler N.P. Davie Co NC, Gran
(here give name and official title of the officer signing the certificate passed upon)

P. Troop N.P. Cuyochoga Co N.C.
REGISTER OF DEEDS
FORSYTH CO. N.C.

is (are) certified to be correct. This the

19th day of

March, 1991

L. E. Speas, Register of Deeds

By

Jeani Alden

Deputy

Probate and Filing Fee \$ 14.00 paid.