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S.E. DAVIS CH. CLK.

Recording requested by, and
After recording return to:

Please Return To:

Zonia N. Veal

*First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg. 300, Suite 450
Duluth, GA 30096 1983*

MEMORANDUM OF ASSIGNMENT OF LEASE

This Memorandum of Assignment of Lease is made and entered into as of June 21, 2004 by and between CRESTNET 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("Assignor") and CRISTA HUBBARD, an individual ("Assignee") who acknowledge and agree as follows:

1. **Assignment.** Assignor and CIRCLE K STORES, INC., a Texas corporation entered into that certain Land and Building Lease Agreement dated March 18, 2004 (the "Lease") for that certain real property (the "Premises"), which legal description is attached hereto and incorporated herein as Exhibit "A," commonly known as:

CIRCLE K STORE NO. 2708832
1630 MISSISSIPPI VALLEY BLVD.
SOUTHAVEN, MS 38671

for a term of FIFTEEN (15) YEARS, commencing on March 18, 2004 and expiring on March 31, 2019. A Memorandum of Lease was recorded on March 29, 2004, in Power of Attorney Book 102, Page 468 in the official records of the County of DeSoto, State of Mississippi.

Assignor has assigned the Lease to Assignee as more specifically set forth in that certain Assignment of Lease, Acceptance of Assignment and Assumption of Lease (the "Assignment") effective on the date upon which escrow is deemed closed pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated APRIL 29, 2004 by and between Assignor, as seller, and Assignee, as buyer.

2. **Options.** Tenant has FIVE (5) five-year options to extend the term of the Lease, plus TWO (2) ten-year options to extend the term of the Lease (as defined in section 4 of this Memorandum of Assignment of Lease), all as more particularly set forth in the Lease. If all options are exercised, the term of the Lease will be SIXTY (60) years and expire on March 31, 2064.

3. **Rights of Tenant; Permitted Encumbrances.** Tenant has the right to mortgage or otherwise encumber its interests in the Lease without obtaining the consent of Landlord upon the condition that all rights acquired under such mortgages shall be subject to each and all of the terms, covenants, conditions and restrictions set forth in

Prepared by:

Jenette O'Brien, Esquire
(760) 741-2111 / 760-741-8674
CrestNet Lease, Inc.
220 W. Crest Street
Escondido, CA 92025

CRISTA HUBBARD
home: 858-847-0530
work: N/A

the Lease and to all rights and interests of Landlord therein, all as more particularly set forth in the Lease.

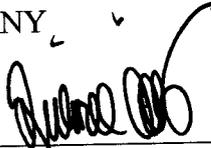
4. **Purpose of Memorandum of Assignment of Lease.** This Memorandum of Assignment of Lease is prepared for the purpose of recordation and does not modify the provisions of the Lease or the Assignment. The Lease and the Assignment are incorporated herein by reference. If there are any conflicts between the Lease or the Assignment and this Memorandum of Assignment of Lease, the provisions of the Lease or the Assignment, as the case may be, shall prevail.

ASSIGNOR:

ASSIGNEE:

CRESTNET 1, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

CRISTA HUBBARD, INDIVIDUAL

By: 
Richard G. Collins, President

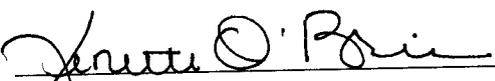
By: _____

Date: 6/21/04

Date: _____

Signed, sealed, and delivered this 21 day
of June, 2004 in the presence of:

Signed, sealed, and delivered this ____ day of June,
2004 in the presence of:


Witness

Witness


Witness

Witness

Attach a notary acknowledgment for all signatures.

the Lease and to all rights and interests of Landlord therein, all as more particularly set forth in the Lease.

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ASSIGNOR:

ASSIGNEE:

CRESTNET 1, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY

CRISTA HUBBARD, INDIVIDUAL

By: _____
Richard G. Collins, President

By:  _____

Date: _____

Date: 6/22/04 _____

Signed, sealed, and delivered this 22 day
of June, 2004 in the presence of:

Signed, sealed, and delivered this ____ day of June,
2004 in the presence of:

Witness



Witness

Witness

Witness

Attach a notary acknowledgment for all signatures

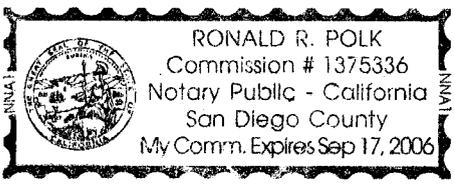
For Crista Hubbard
See Attached
Notary ack notary me
Ronald E. Ball Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SAN DIEGO } ss.

On June 22, 2004 before me, Ronald R. Polk Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Crista Hubbard
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Ronald R Polk
Signature of Notary Public

OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memo of Assignment of 2005
Document Date: 6/22/04 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

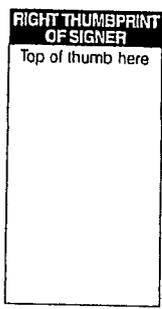


EXHIBIT "A"

A certain portion of ground situated in the State of Mississippi, County of DeSoto, City of Southaven, Township 1 South, Range 8 West, Section 23, Southaven Subdivision Section C, Revised Plan, designated as Lot A-1, and is more particularly described as follows: Recorded in Plat Book 2, Page 27

Beginning at a point in the western line of U.S. Highway 51, N33°35'00"W 174.92' from the northern line of Mississippi Valley Boulevard; thence go S33°35'00"E along the southwestern line of U.S. Highway No. 51 a distance of 146.36' to a point; thence go S05°30'39"E along the southwestern line of U.S. Highway No. 51 a distance of 17.00' to a point; thence go S42°43'38"W along the southwestern line of U.S. Highway No. 51 a distance of 10.69' to a point; thence go S09°56'21"W along the southwestern line of U.S. Highway No. 51 a distance of 17.15' to a point on the northwestern line of Mississippi Valley Boulevard; thence go S53°45'26"W along the northwestern line of Mississippi Valley Boulevard a distance of 121.52' to a point; thence go N 33°05'03"W a distance of 181.97' to a point ; thence go N56°25'00"E a distance of 150.00' to The Point of Beginning.