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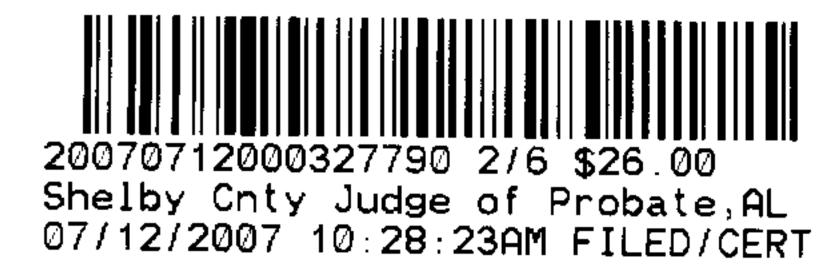
Khofo Investment Group, LLC c/o Jorge de la Osa, Esq. 255 Alhambra Circle Suite 550 Coral Gables, Florida 33134

# NOTICE AND MEMORANDUM OF ASSIGNMENT OF LEASE

THIS NOTICE AND MEMORANDUM OF ASSIGNMENT OF LEASE (this "Notice") is made as of June 29, 2007, by and among GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Assignor") successor by merger with Franchise Finance Corporation of America, successor by merger to Insured Income Properties 1982 whose address is 8377 East Hartford Drive, Suite 200, Scottsdale, Arizona 85255, and KHOFO INVESTMENT GROUP, LLC, a Florida limited liability company ("Assignee"), whose address is 255 Alhambra Circle, Suite 550, Coral Gables, Florida 33134.

#### WITNESSETH:

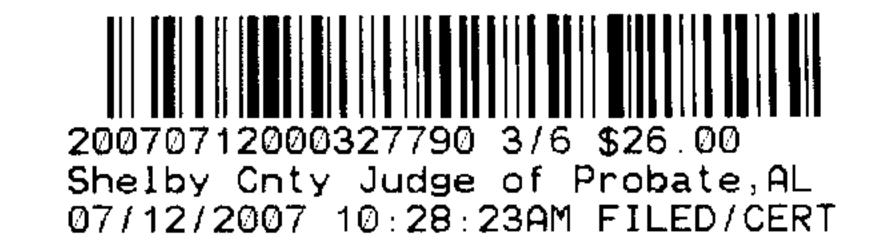
- 1. Assignor and Mathews Foods, Inc. #5, an Alabama corporation ("Mathews Foods"), as lessee, entered into that certain lease dated as of August 1, 1992, as assigned by Mathews Foods to Wesco Foods, Inc., an Alabama corporation ('Lessee") pursuant to that certain Assignment and Assumption of Lease dated September 26, 1996 (as assigned, the "Lease") located in Pelham, Shelby County, Alabama, and more particularly described on <a href="Exhibit A">Exhibit A</a> attached hereto, together with all buildings, structures, fixtures and improvements located thereon (collectively, the "Premises").
- 2. A Memorandum of Lease was not recorded in the Official Records of Shelby County, Alabama. Original copies of the Lease are in possession of Lessee and the parties hereto.
- 2. Pursuant to that certain Master Assignment and Assumption of Lessor's Interest in Lease dated of even date herewith, by and between Assignor and Assignee (the "Assignment"), Assignor has assigned all of its right, title and interest under the Lease to Assignee and Assignee has agreed to be bound by all of the terms and conditions under the Lease.
- 3. Original copies of the Assignment are in the possession of the parties hereto. The Assignment contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Assignment and, where appropriate, its contents, and shall ratify and confirm all other terms of the Assignment as fully as if the same had been set forth herein. Additional information concerning the terms of the Assignment can be obtained from the parties hereto at the



- 4. This Notice is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease (except as modified by the Assignment) or the Assignment in any respect. In the event of any conflict between the provisions of this Memorandum and the provisions of the Assignment, the provisions of the Assignment shall control.
- 5. This Notice may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Memorandum to physically form one document.

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When recorded mail to: LandAmerica Financial Group, Inc. Attn: Kristin Brown 1850 N. Central Ave., #300 Phoenix, AZ 85004 Escrow No. 07-5 2443



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

#### **ASSIGNOR:**

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

Name: Deborah R. Barker Its: Vice President

## ASSIGNEE:

KHOFO INVESTMENT GROUP, LLC, a Florida limited liability company

Printed Name:\_\_\_\_\_ lts:

STATE OF ARIZONA COUNTY OF MARICOPA

I, the undersigned, hereby certify that Deborah R. Barker, whose name as Vice President of GE Capital Franchise Finance Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28 day of June, 2007.

Susan M. Fitzgelald
Printed Name: Susan M. Fitzgelald
Notary Public, Maricopa County, Arizona

My Commission Expires:

OFFICIAL SEAL SUSAN M. FITZGERALD NOTARY PUBLIC-STATE OF ARIZONA No. 139895 MARICOPA COUNTY My Commission Expires July 31, 2007

IN WITNESS WHEREOF he date first above written.	, the parties hereto have executed this Agreement as o
	ASSIGNOR:
	GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation
	By: Name: Its:
	ASSIGNEE:
	KHOFO INVESTMENT GROUP, LLC, a Florida limited liability company
	By:Printed Name:_A aa =  b a (
STATE OF ARIZONA ] 1 SS.	
COUNTY OF MARICOPA ]	
President of GE Capital Franchis to the foregoing instrument, and that, being informed of the conte	certify that Deborah R. Barker, whose name as Vice Finance Corporation, a Delaware corporation, is signed who is known to me, acknowledged before me on this day not softhe instrument, he/she, as such officer and with full untarily for and as the act of said corporation.
Given under my hand this	day of June, 2007.
	Printed Name:
/ Commission Expires:	Notary Public, Maricopa County, Arizona

STATE OF FLORIDA

SS.

COUNTY OFMIAMI-DADE

I, the undersigned, hereby certify that AAA GUBIAU, whose name as Manager of Khofo Investment Group, LLC, a Florida limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Printed Name: 1971
Notary Public, 1971

Given under my hand this 26 day of June, 2007.

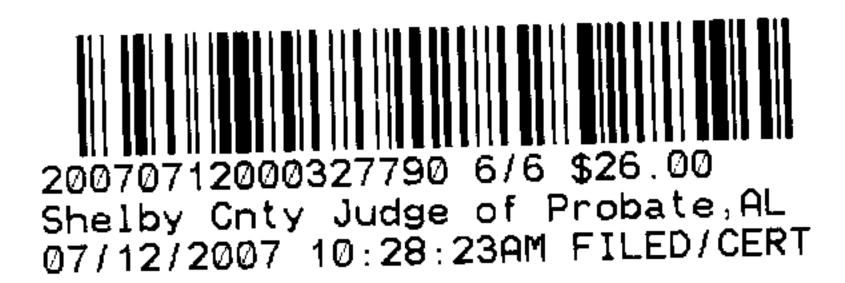
My Commission Expires:

Bonnie J. Padulsky

My Commission DD238718

Expires November 13, 2007





## EXHIBIT A

### LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 20 South, Range 3 West, situated in Shelby County, Alabama, being more particularly described as follows: Commence at the point of intersection of the South line of said Quarter-Quarter Section and the Westerly right-of-way of U. S. Highway 31, thence run Northeasterly 299.13 feet along said right-of-way to the point of beginning; thence continue along last described course 125.00 feet; thence an angle left of 103 deg. 00'35" and run Westerly 200.00 feet; thence an angle left of 90 deg. 00' and run Southerly 121.79 feet; thence an angle left of 90 deg. 00' and run Easterly 171.86 feet to the point of beginning.

Mineral and mining rights excepted.