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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

MEMORANDUM OF ASSIGNMENT, ASSUMPTION AND THIRD AMENDMENT OF LEASE

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

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LANDAMERICA COMMERCIAL SERVICES, INC.
JESSICA TAPIA/JASON SARMIENTO
1850 N. CENTRAL AVE., STE 300
PHOENIX, AZ 85004

ASSIGNOR: Prospect Pizza, Ltd., an Iowa corporation

ASSIGNOR: Pizza Hut of America, Inc., A Delaware corporation

Legal Description on Page 10

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COMMONWEALTH LAND TITLE
400 Sibley Street, Suite 255
St. Paul, Minnesota 55101

ENV.

081147

MEMORANDUM OF ASSIGNMENT, ASSUMPTION AND THIRD AMENDMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT, ASSUMPTION AND THIRD AMENDMENT OF LEASE (this "Memorandum") is effective as of June 10, 2008 (the "Effective Date"), by and among **PROSPECT PIZZA, LTD.**, an Iowa corporation, with an address of 105 6th Avenue North, Clinton, Iowa 52732 ("Assignor"), **PIZZA HUT OF AMERICA, INC.**, a Delaware corporation, with an address of 14841 N. Dallas Parkway, Dallas, Texas 75240 ("Assignee"), and **SPIRIT MASTER FUNDING II, LLC**, a Delaware limited liability company, with an address of 14631 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85254-2711 ("Lessor").

1. Assignor (as tenant), and Lessor are parties to that certain Master Lease dated September 24, 2004, as amended by that certain Amendment to Master Lease Agreement dated as of November 22, 2006, as further amended by that certain Second Amendment to Master Lease Agreement dated as of the Effective Date (together with all further amendments, the "Lease"), covering certain real property and the improvements located thereon as more particularly described in the Lease and as set forth on Exhibit A attached hereto and incorporated herein (collectively, the "Properties").

2. Assignor, Assignee and Lessor have entered into that certain Assignment, Assumption and Third Amendment of Lease dated as of the Effective Date (the "Agreement"), pursuant to which (a) Assignor has assigned, and Assignee has assumed, from and after the Effective Date, all of Assignor's right, title and interest in and to the Lease; and (b) Assignee and Lessor have amended the Lease to provide, among other things, that the initial term of the Lease shall expire on September 30, 2019, unless terminated sooner as provided in the Lease, as such initial term may be extended as set forth in the Lease. If fully extended, the term of the Lease shall expire on September 30, 2039, unless terminated sooner as provided in the Lease.

3. Copies of the Lease and the Agreement are in the possession of the parties hereto. The Lease and the Agreement contain other terms not set forth herein but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Properties on notice of the existence of the Lease, the Agreement and, where appropriate, their contents, and shall ratify and confirm all other terms of the Lease and the Agreement as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease and the Agreement can be obtained from the parties hereto at the addresses set forth above.

4. This Memorandum 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 or the Agreement, except as expressly set forth therein, in any respect. In the event of any conflict between the provisions of this Memorandum and the provisions of the Lease or the Agreement, the provisions of the Lease or the Agreement, as applicable, shall control.

5. This Memorandum 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.

[Remainder of page intentionally left blank; signature page(s) to follow]

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

ASSIGNOR: **PROSPECT PIZZA, LTD.**, an Iowa corporation

By: _____
Name: John P. Golinvaux
Title: President

STATE OF Iowa)
) ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me on June 3, 2008 by John P. Golinvaux, as President of **PROSPECT PIZZA, LTD.**, an Iowa corporation, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

NOTARIAL SEAL IOWA
DIANE E. PUTHOFF
Commission Number 718158
My Commission Expires
August 26, 2008

ASSIGNEE:

PIZZA HUT OF AMERICA, INC., a Delaware corporation

By: _____

Name: John J. Murphy

Title: President

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me on June 26, 2008 by John J. Murphy, as President of **PIZZA HUT OF AMERICA, INC.**, a Delaware corporation, on behalf of the corporation.

_____
Notary Public

My Commission Expires:



LESSOR:

SPIRIT MASTER FUNDING II, LLC, a Delaware limited liability company

By: _____

Name: Michael T. Bennett

Title: Senior Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on June 10, 2008 by Michael T. Bennett, as Senior Vice President of **SPIRIT MASTER FUNDING II, LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:
4/30/2010

OFFICIAL SEAL
HEDY NELSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 30, 2010

Exhibit A to Memorandum

Properties

Lessor No.	Unit No.	Address	City	State
P0001071	005901	2075 John F. Kennedy Road	Dubuque	IA
P0001075	006682	1640 First Street West*	Independence	IA
P0001076	007093	1129 E. Main St.	Manchester	IA
P0001074	007860	1845 8th St., SE	Dyersville	IA
P0001072	009956	49 Cedar Street	Tipton	IA

*Exhibit A to the Master Lease dated September 24, 2004 incorrectly identified this property as 1610 First Street West

Legal Descriptions: See attached.

LEGAL DESCRIPTION

Lot One (1) of Block Nineteen (19), and Lot Two (2) of Lot One (1) of Block Twenty One (21), both in "Key Knolls Subdivision" in the City of Dubuque, Iowa.

which has the apparent address of 2075 John F. Kennedy Rd., Dubuque, IA

LEGAL DESCRIPTION

The South 112' of Lots 9, 10, 11, 12, and 13 of Block 2, Rush Park Subdivision of Lot 3, Fifields Addition to the City of Independence, Buchanan County, Iowa,

also described as:

Lots 9,, 10, 11, 12 and 13, except the North 6.75 feet of said Lots, in Block 2, Rush Park Subdivision of Lot 3, Fifield's Addition to Independence, Buchanan County, Iowa.

05-167037.1
GE No. 8004-0237
Unit No. 506
Independence, IA

LEGAL DESCRIPTION

TRACT I

That part of the Northwest quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Thirty-three (33), Township Eighty-nine (89) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at a point Eight Hundred sixty-five (865) feet East of the Northwest corner of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) and running South Two Hundred Seventy (270) feet, thence East Eleven (11) feet, thence North Two Hundred Seventy (270) feet, thence West Eleven (11) feet to the point of beginning.

Also an easement for the purposes set forth in the Special Provisions of the Contract between Grantor and Grantee appearing at Book 100, L.D., Page 319 in the office of the Delaware County Recorder, as follows: Commencing at a point Eight Hundred Seventy-six (876) feet East of the Northwest corner of the said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) thence South Two Hundred Seventy (270) feet, thence West Eleven (11) feet, thence South Thirty (30) feet, thence East Twenty-two (22) feet, thence North Three Hundred (300) feet, thence West Eleven (11) feet to the point of beginning.

TRACT II

That part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE /14) of Section Thirty-three (33), Township Eighty-nine (89) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at a point Six Hundred Ninety (690.0) feet East of the Northwest corner of said Quarter Section, thence South Two Hundred Seventy (270.0) feet, thence East One Hundred Seventy Five (175.0) feet, thence North Two Hundred Seventy (270.0) feet, thence West One Hundred Seventy Five (175.0) feet to point of beginning, subject to highways and easements of record.

LEGAL DESCRIPTION

Lot 3 of 1 of 1 of the Subdivision of Lot 1 of Lot 1 of 1 of "Dyersville Mall" in the City of Dyersville, County of Dubuque, State Iowa.

Which has the apparent address of 1845 8th St. SE Dyersville, IA.

LEGAL DESCRIPTION

A Parcel of Land in the West Half of Section 6, Township 80 North, Range 2, West of the 5th Principal Meridian, Cedar County, Iowa, said parcel being a part of Lot "D" in Said West One-Half, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of Section 6, Township 80 North, Range 2 West of the Fifth Principal Meridian and proceeding thence South 89° 39' 20" East a distance of 567.01 feet to a point of beginning; thence South 89° 39' 20" East a distance of 459.59 feet to the Westerly Right-of-way line of Iowa Highway No. 38; thence South 56° 02' 00" East a distance of 48.29 feet along said Westerly Right-of-way line; thence South 00° 46' 00" West a distance of 306.04 feet along said Westerly Right-of-way line; thence South 00° 09' 45" East a distance 58.78 feet along said Westerly Right-of-way line; thence North 89° 21' 00" West a distance of 380.00 feet; thence South 34° 39' 30" West a distance of 209.45 feet; thence North 00° 20' 40" East a distance of 562.52 feet to the point of beginning, except the West 306.00 feet thereof, said Tract containing 1.71 acres, more or less, all in Cedar County, Iowa.

05-167038.1
GE No. 8004-0238
Unit No. 516
Tipton, IA