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This instrument was prepared
by and should be returned to:

David G. Byrnes, Jr., Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into as of the 29 day of January, 2004, by and between **ROBERT WENZEL**, having a mailing address at 2240 Camino A Los Cerros, Menlo Park, California 94025 ("Assignee"), and **COMMERCIAL NET LEASE REALTY, INC.**, a Maryland corporation, having a mailing address at 450 South Orange Avenue, Suite 900, Orlando, Florida 32801 ("Assignor").

WITNESSETH:

WHEREAS, Assignor has this day conveyed to Assignee certain real property situate in Oklahoma County, State of Oklahoma, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon (the "Real Property"); and

WHEREAS, the Real Property is subject to that certain Lease Agreement entered into June 11, 1998, but effective June 16, 1998, by and between Commercial Net Lease Realty, Inc., a Maryland corporation, as successor in interest to Captec Net Lease Realty, Inc., as Landlord, and S&A Properties Corp. as Tenant; and that certain Memorandum of Lease and Grant of Leasehold Mortgage entered into June 11, 1998, but effective June 16, 1998, recorded July 7, 1998 in Book 7350, Page 1858 of the Public Records of Oklahoma County, Oklahoma, and that certain Subordination Agreement and Agreement not to Encumber or Transfer entered into June 11, 1998, but effective June 16, 1998, recorded July 7, 1998 in Book 7350, Page 1863 of the Public Records of Oklahoma County, Oklahoma (the "Lease"); and

WHEREAS, in conjunction with the conveyance of the Real Property, Assignor has agreed to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee has agreed to assume and perform certain of Assignor's liabilities and obligations arising under the Lease on and after the date hereof, all in accordance with this Assignment.

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

a. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest as the landlord or lessor in and to the Lease and all of the rights, benefits and privileges of the landlord or lessor thereunder.

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Return original to:

Betty J. Cummins
First American Title & Trust Co.
P.O. Box 1234
Oklahoma City, OK 73102

b. Indemnity by Assignor. Assignor shall indemnify and hold Assignee harmless from any claim, liability or cost or arising out of any obligation or liability of the landlord or lessor under the Lease which was to be performed or which became due during the period in which Assignor owned the Real Property.

c. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease which arise on or after the date hereof and agrees to perform all obligations of Assignor under the Lease which are to be performed or which become due on or after the date hereof.

d. Indemnity by Assignee. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense arising out of Assignee's failure to perform any obligations or liability of the landlord or lessor under the Lease arising on or after the date hereof.

e. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

f. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

Signed, sealed and delivered
in the presence of:

Ethan Julin
Name: Ethan Julin

David G. Byrnes, Jr.
Name: David G. Byrnes, Jr.

**COMMERCIAL NET LEASE REALTY,
INC., a Maryland corporation**

By: Julian E. Whitehurst
Name: JULIAN E. WHITEHURST
Its: EXECUTIVE VICE PRESIDENT

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

ROBERT WENZEL

By: _____
Robert Wenzel

UNOFFICIAL

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**COMMERCIAL NET LEASE REALTY,
INC.,** a Maryland corporation

By: _____
Name: _____
Its: _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

ROBERT WENZEL

By: Robert Wenzel
Robert Wenzel

UNOFFICIAL


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of January, 2004 by JULIAN E. WHITEHURST, as EXECUTIVE VICE PRESIDENT of **COMMERCIAL NET LEASE REALTY, INC.**, a Maryland corporation, on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)



David G. Bymes, Jr.
MY COMMISSION # DD165439 EXPIRES
November 14, 2006
BONDED THRU TROY FAIN INSURANCE, INC.



Signature of Notary Public

Typed or Printed Name of Notary
Commission No.: _____
My Commission Expires: _____

STATE OF NEW JERSEY
COUNTY OF _____

On this _____ day of January, 2004, before me, _____, Notary Public in and for said county, personally appeared **ROBERT WENZEL**. He is personally known to me or satisfactorily identified himself and the signer(s) of the above referenced instrument.

(NOTARY SEAL)

Notary Public, State of New Jersey

Printed Name: _____
Notary Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of January, 2004
by _____, as _____ of **COMMERCIAL NET
LEASE REALTY, INC.**, a Maryland corporation, on behalf of the corporation. He is
personally known to me.

(NOTARY SEAL)

Signature of Notary Public

Typed or Printed Name of Notary

Commission No.: _____

My Commission Expires: _____

STATE OF NEW JERSEY
COUNTY OF Montclair

On this 30th day of January, 2004, before me, Shirley A O'Neal,
Notary Public in and for said county, personally appeared **ROBERT WENZEL**. He is
personally known to me or satisfactorily identified himself and the signer(s) of the above
referenced instrument.

(NOTARY SEAL)

Shirley A O'Neal
Notary Public, State of New Jersey

Printed Name: Shirley A O'Neal

Notary Commission No. 7009589

My Commission Expires: _____

Shirley A. O'Neal
Notary Public
State of New Jersey
My Commission Expires Mar 24, 2006

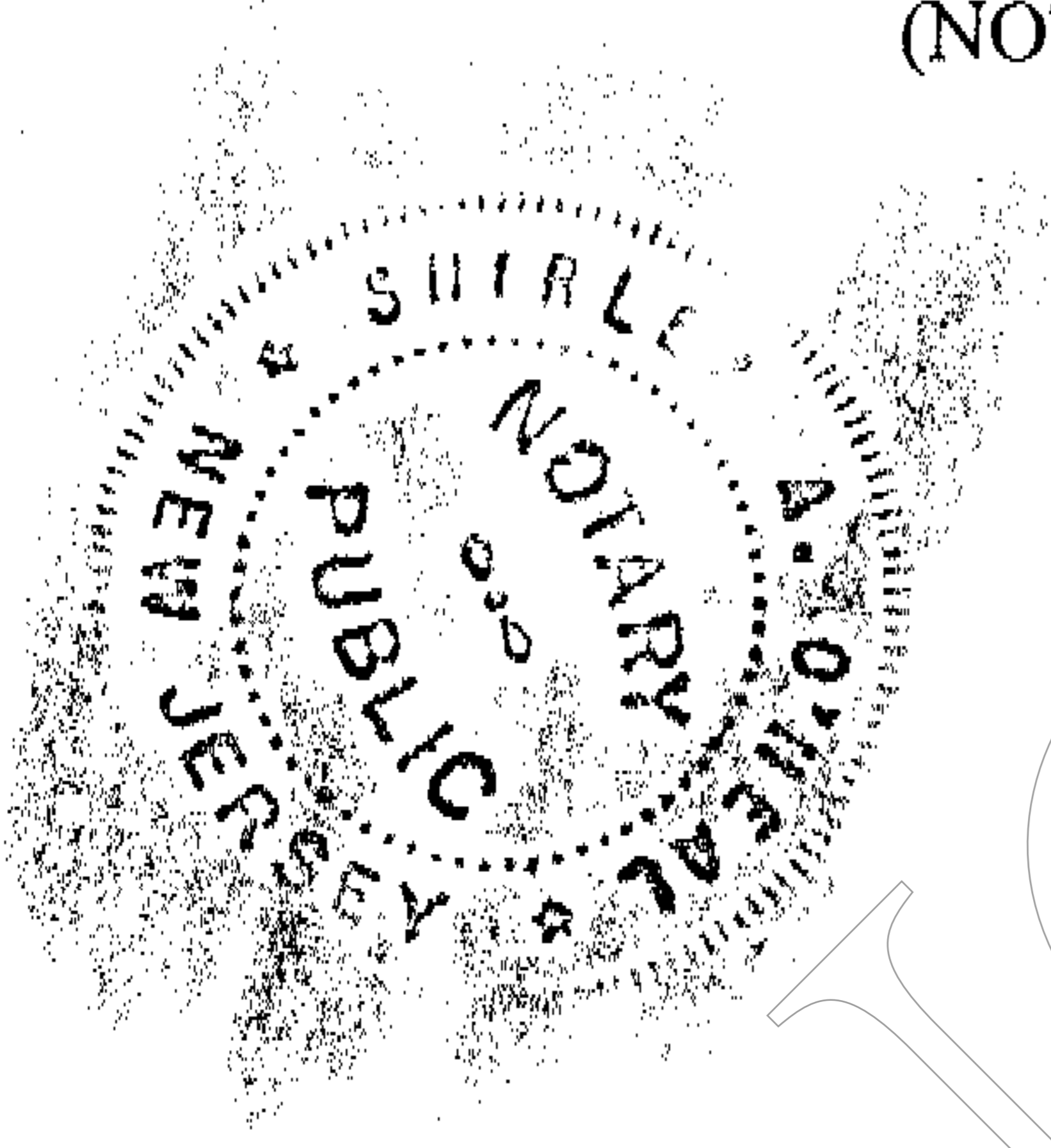


EXHIBIT "A"

LEGAL DESCRIPTION

A piece, parcel or tract of land lying in the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, and being a part of Lot 2, Block 24, SOUTHERN HILLS ADDITION, SECTION 1 to the City of Oklahoma City, being more particularly described as follows: BEGINNING at a point on the North line of the said Lot 2, Block 24, said point being 257.97 feet South 0° 06' 34" West and 295.18 feet North 87° 53' 25" West of the Northeast corner of the said Section 32; thence South 0° 06' 34" West a distance of 227.98 feet; thence South 89° 53' 26" East a distance of 85.0 feet; thence South 0° 06' 34" West a distance of 78.12 feet; thence North 89° 53' 26" West a distance of 40.0 feet; thence South 0° 06' 34" West a distance of 48.42 feet; thence North 89° 53' 26" West a distance of 200.00 feet; thence North 0° 06' 34" East a distance of 359.93 feet to a point on the North line of said Lot 2, Block 24; thence South 87° 53' 25" East along the North line of said Lot 2, Block 24, a distance of 155.10 feet to the Point of Beginning.

UNOFFICIAL