

Return to: ND5
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204



W2181748
E# 2181748 PG. 1 OF 5
DOUG CROFTS, WEBER COUNTY RECORDER
23-MAY-06 4:11 PM FEE \$23.00 DEP CC
REC FOR: TALON GROUP
ELECTRONICALLY RECORDED

05R04965
WHEN RECORDED, MAIL TO

CNL Retirement CRS2 Ogden UT, LP
c/o The Cirrus Group
9301 N. Central Expressway - Suite 300
Dallas, Texas 75231

Parcel ID No. ~~30-300-6310~~
~~30-300-6314~~

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made as of the 12 day of MAY, 2006 by and between ST. BENEDICT DEVELOPMENT COMPANY, a Utah general partnership ("Assignor") and CNL RETIREMENT CRS2 OGDEN UT, LP, a Delaware limited partnership ("Assignee").

WHEREAS Assignor and MEDICAL REALTY GROUP, LLC, a Texas limited liability company ("Medical Realty"), have entered into that certain Commercial Property Earnest Money Contract, effective as of March 10, 2005, as from time to time amended (collectively, the "Contract") covering the Property, as described in Exhibit "A" attached hereto; and

WHEREAS, Medical Realty has assigned the Contract to Assignee; and

WHEREAS Assignor is the lessee under that certain Lease dated July 6, 1977, as amended by Amendment to Lease dated August 24, 1977, Second Amendment to Lease dated December 19, 1978, Agreement dated June 22, 1979 and Third Amendment to Lease dated December 14, 1981 as recorded in Book 1395, Page 497 of the Official Records of Weber County, Utah (collectively, the "Lease") which Assignor has agreed to assign to Assignee upon its purchase of the Property; and

WHEREAS this Assignment is executed to effectuate as of the Closing Date the transfer to Assignee of all of Assignor's right, title, interest, obligations and liabilities in and to the Lease pursuant to the provisions of the Contract,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein, shall have the meanings given them in the Contract.
2. **Assignment.** Effective as of the Closing Date, Assignor hereby grants, conveys, assigns and transfers to Assignee, its successors and assigns, free and clear of any and all right, title and interest of Assignor, as lessee or otherwise, all of its right, title and interest in and to the Lease for the remaining term and all extensions thereof relating to the period from and after the Closing Date, together with any and all rights and appurtenances thereto in any way belonging to Assignor, its successors and assigns.

THE TALON GROUP
AWE 15004

3. Acceptance and Assumption. Effective as of the Closing Date, Assignee hereby accepts, assumes and agrees to perform all of the terms, covenants and conditions of the Lease required to be performed by lessee thereunder from and after the Closing Date.

4. Indemnification by Assignee. Assignee shall indemnify and hold Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law, equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease occurring from and after the Closing Date.

5. Indemnification by Assignor. Assignor shall indemnify and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law, equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease occurring prior to the Closing Date.

6. Attorneys' Fees. If any party hereto defaults in any manner or fails to fulfill any and all provisions of this Assignment, and if the nondefaulting party places this Assignment with an attorney to exercise any of the rights of the nondefaulting party upon such default or failure, or if suit be instituted or defended by the nondefaulting party by reason of, under or pertaining to such default or failure, then the nondefaulting party shall be entitled to recover reasonable attorneys' fees, costs and expenses from the defaulting party. This section shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Assignment.

7. Facsimile Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment via facsimile transmission shall be as effective as delivery of an original signed copy.

8. Construction. The language of this Assignment will be construed simply, according to its fair meaning, and not strictly for or against any party.

9. Additional Acts. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

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

[Signature Page Follows]

ASSIGNOR:

ST. BENEDICT DEVELOPMENT COMPANY,
a Utah general partnership

By: SBD HOLDING, LTD., a Utah limited partnership
Its: General Partner

By: WGA-IV, INC., a Utah corporation
Its: General Partner


By: G. Walter Gasser
Its: President

ASSIGNEE:

CNL RETIREMENT CRS2 OGDEN UT, LP
a Delaware limited partnership

By: CNL RETIREMENT CRS2 OGDEN UT GP, LLC
a Delaware limited liability company
As: General Partner

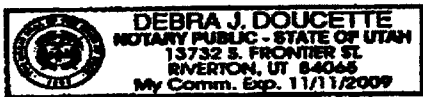
By: _____
Name: _____
Title: _____

STATE OF UTAH
COUNTY OF SALT LAKE

On MAY 17, 2006, personally appeared before me G. Walter Gasser who being by me duly sworn did say that he is the President of WGA-IV, INC., the General Partner of SBD HOLDING, LTD., the General Partner of ST. BENEDICT DEVELOPMENT COMPANY and that the foregoing instrument was signed on behalf of said General Partnership and acknowledged to me that said General Partnership executed the same.


Notary Public

STATE OF _____
COUNTY OF _____



On _____, 2006, personally appeared before me _____ who being by me duly sworn did say that he is the _____ of CNL Retirement CRS2 Ogden UT, LP, and that the foregoing instrument was signed on behalf of said Limited Partnership and acknowledged to me that said Limited Partnership executed the same.

Notary Public

ASSIGNOR:

ST. BENEDICT DEVELOPMENT COMPANY,
a Utah general partnership

By: SBD HOLDING, LTD., a Utah limited partnership
Its: General Partner

By: WGA-IV, INC., a Utah corporation
Its: General Partner

By: G. Walter Gasser
Its: President

ASSIGNEE:

CNL RETIREMENT CRS2 OGDEN UT, LP
a Delaware limited partnership

By: CNL RETIREMENT CRS2 OGDEN UT GP, LLC
a Delaware limited liability company
As: General Partner

By: Stuart J. Beobe
Name: Stuart J. Beobe
Title: SVP

STATE OF UTAH
COUNTY OF SALT LAKE

On _____, 2006, personally appeared before me G. Walter Gasser who being by me duly sworn did say that he is the President of WGA-IV, INC., the General Partner of SBD HOLDING, LTD., the General Partner of ST. BENEDICT DEVELOPMENT COMPANY and that the foregoing instrument was signed on behalf of said General Partnership and acknowledged to me that said General Partnership executed the same.

Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

On May 18, 2006, personally appeared before me Stuart J. Beobe who being by me duly sworn did say that he is the SVP of CNL Retirement CRS2 Ogden UT, LP, and that the foregoing instrument was signed on behalf of said Limited Partnership and acknowledged to me that said Limited Partnership executed the same.

Christyne Albury
Notary Public



* as General Partner of CNL Retirement
CRS2 Ogden Utah, LP

EXHIBIT "A"
Legal Description of Property

PT 07-053-0028/

Beginning at a point which is N 00°26' East 1591.33 feet along section line and N 89°34' W 406.76 feet from the Southeast corner of said Section 17 and running thence S 17°34' E, 241.40 feet; thence South 72°26' W, 270.00 feet; thence N 17°34' W, 127.00 feet; thence S 72°26' W, 146.93 feet; thence N 00°26' E, 145.10 feet; thence N 72°26' E, 89.93 feet; thence N 16°06' E, 89.71 feet; thence easterly along the arc of a 582.06 foot radius curve to the left, 159.16 feet (Long Chord bears S 81°44' E, 158.66 feet), thence S 89°34' E, 94.24 feet to the point of beginning. Containing 2.19 acres more or less. Excluding the following described property: Beginning at the NE Cor. of St. Benedict's Professional Building, Phase II, said point being North 1407.66 feet and West 610.74 feet from the SE Cor. Sec. 17, T5N, R1W, SLB&M and running thence S 17°34' E, 73.33 feet; thence S 72°26' W, 7.70 feet; thence N 17°34' W, 71.73 feet; thence S 72°26' W, 137.63 feet; thence N 17°34' W, 1.60 feet; thence N 72°26' E, 145.33 feet to beg. Containing 785 sq ft or 0.0180 acres.

Less and excepting therefrom:

Commencing from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, thence North 00°26'00" East 1624.33 feet along section line and North 89°34'00" West 417.48 feet, and South 17°34'00" West 276.10 feet; and running thence South 72°26'00" West 241.08 feet to the wall of an enclosed walkway; thence North 17°35'25" West 16.24 feet along said walkway; thence North 72°24'35" 241.08 feet; thence South 17°34'00" East 16.34 feet to the point of beginning.

And less and excepting therefrom:

Beginning at the Northwesterly corner of the Medical Arts Building said point also being thence North 00°26'00" East along section line 1409.42 feet, and West 373.25 feet from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base & Meridian; and running thence North 72°18'05" East along the outside edge of said building 25.21 feet to the Easterly limits of Parcel "1" Book 395, Page 512; thence South 17°34'00" East along said Parcel "1" 39.07 feet to the Southerly limits of Parcel "1"; thence South 72°24'35" West along said Southerly limits of Parcel "1" 25.12 feet to the Westerly outside edge of the Medical Arts Building; thence North 17°41'65" West along said building 39.02' to the point of beginning.

And less and excepting therefrom:

Beginning at the Northwesterly corner of the Ogden Regional Hospital Building said point also being thence North 00°26'00" East along section line 1300.10 feet, and West 574.72 feet from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base & Meridian; and running thence North 72°18'05" East along the outside edge of said building 9.99 feet to the Westerly limits of the quit claim Parcel "1" Book 1455 Page 442; thence South 17°35'25" East along said quit claim Parcel "1" 12.21 feet to the southerly limits of lease description Parcel "1" book 395 page 512; thence South 72°26'00" West along said southerly limits of Parcel "1" 9.96 feet to the Westerly outside edge of the Ogden Regional Hospital Building; thence North 17°41'55" West along said outside edge of building 12.19 feet to the point of beginning.