

RETURN TO AFTER RECORDING:

LandAmerica National Commercial Services
 450 S. Orange Avenue, Suite 170
 Orlando, Florida 32801
 Attn: Keren Baki

PREPARED BY:

Dale A. Burket, Esquire
 Lowndes, Drosdick, Doster,
 Kantor & Reed, P.A.
 215 North Eola Drive
 P. O. Box 2809
 Orlando, Florida 32802



W1795758

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is effective as of the 17th day of September, 2001, between CNL FUNDING 2001-A, LP, a Delaware limited partnership, ("Assignor"), and REALTYNET, LLC, a Utah limited liability company, as to a 57.7% undivided interest, and 1031 EXCHANGE PLACE, LC, Money Purchase Pension Plan, a defined contribution plan, as to a 42.3% undivided interest, as tenants in common ("Assignee"), under the following circumstances:

A. Assignor is the Landlord with respect to that certain Lease Agreement between Assignor and Vicorp Restaurants, Inc., a Colorado corporation, dated May 14, 2001 (the "Lease"), as evidenced by Memorandum of Lease dated May 14, 2001, filed of record May 23, 2001, as Entry No. 1772059, Book 2140, Page 2580, whereby Assignor leased to Vicorp Restaurants, Inc., that certain property known as Village Inn, Site #10750, 322 East 12th Street, Ogden, Weber County, Utah, more particularly described on the attached Exhibit "A"; and

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease, and Assignee desires to assume all of Assignor's obligations under the Lease arising after the date of this Assignment.

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

1. Assignor assigns to Assignee all right, title and interest of the Landlord in, to and under the Lease, and Assignee assumes and agrees to perform all of the obligations of Assignor under the Lease first arising from and after the date of this Agreement.

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 DOUG CROFTS, WEBER COUNTY RECORDER
 17-SEP-01 4:42 PM FEE \$18.00 DEP JPM
 REC FOR: FOUNDERS.TITLE

2. Assignor represents and warrants that Assignor holds all such right, title and interest of Landlord under the Lease, has the right to convey it to Assignee, that such right, title and interest are unencumbered by Assignor, that the Lease is in full force and effect, and that, to Assignor's actual knowledge, neither the Landlord nor the Tenant is in material default of any of its obligations under the Lease, nor has any event occurred which, with notice, the passage of time, or both, could constitute a material default under the Lease.

3. Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, first arising or accruing prior to the date hereof in connection with Assignor's performance or observance of, or the failure to perform or observe, any agreement or obligation of Assignor arising under the Lease. Assignee hereby agrees to indemnify Assignor against, and hold Assignor harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, arising or accruing as of or subsequent to the date hereof in connection with Assignee's performance or observation of, or failure to perform or observe any agreement or obligation arising under the Lease hereby assumed by Assignee.

[Signatures on Next Page]

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SIGNED as of the date first written above.

"ASSIGNOR"

Signed, Sealed and Delivered
In the presence of:

Catherine Walker
Name: CATHERINE WALKER

Emma R. Rullan
Name: EMMA R. RULLAN

CNL FUNDING 2001-A, LP, a Delaware limited partnership

By: CNL Funding 2001-A, Inc., a Delaware corporation, as General Partner

John L. Farren
Name: John L. Farren
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

On this 13th day of September, 2001, personally appeared before me John L. Farren whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he/she is the Sr. V.P. of **CNL Funding 2001-A, Inc.**, a Delaware corporation, as General Partner of **CNL Funding 2001-A, LP**, a Delaware limited partnership and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me that said corporation executed the same.

Carmen Burgos
Notary Public, State of Florida



Carmen Burgos
My Commission CC781501
Expires October 7, 2002

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

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"ASSIGNEE"

Signed, Sealed and Delivered
In the presence of:

REALTYNET, LLC, a Utah limited liability
company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

**1031 EXCHANGE PLACE, LC, Money
Purchase Pension Plan, a defined contribution
plan**

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF _____
COUNTY OF _____

On this _____ day of September, 2001, personally appeared before me _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he/she is the _____ of RealtyNet, LLC, a Utah limited liability company and that said document was signed by him/her in behalf of said limited liability company by authority of its bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me that said limited liability company executed the same.

Notary Public, State of _____
Printed Name: _____
Notary Commission No. _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

On this _____ day of September, 2001, personally appeared before me _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he/she is the _____ of 1031 Exchange Place, LC, Money Purchase Pension Plan, a defined contribution plan, and that said document was signed by him/her in behalf of said defined contribution plan by authority of its bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me that said defined contribution plan executed the same.

Notary Public, State of _____
Printed Name: _____
Notary Commission No. _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description

Part of the Northeast Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the North line of the State Road which is South 88°59'53" East (South 89°20'47" East) 320.01 feet along said North line from the intersection of said North line from the East line of Childs Avenue, said point is also North 0°58' East 46.57 feet and South 88°59'53" East (South 89°20'47" East) 320.01 feet from the intersection of the original North line of 12th Street and the East line of Childs Avenue; thence South 88°59'53" East (South 89°20'47" East) 250.00 feet along said North line to a point 404.5 feet West of the West line of Washington Blvd.; thence North 0°50'15" East 337.04 feet; thence North 89°09'45" West 250.00 feet; thence South 0°50'15" West 337.84 feet to the point of beginning.

12-110-0045

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