

Return Recorded Documents To:
LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attention: Christi Pawlak **05-2237**



200601190089
Skagit County Auditor

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This Document was Prepared By:
Michael G. O'Kane
Wendy's International, Inc.
4288 W. Dublin-Granville Road
Dublin, Ohio 43017

Tax Map Reference No.:

199304140009 199904096043

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LAND TITLE OF SKAGIT COUNTY

ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST IN LEASE

TRC K-mart Commercial Park P83926

THIS ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST IN LEASE (this "Assignment") is made and entered into as of December 29, 2005 (the "Effective Date"), by and between WENDY'S INTERNATIONAL, INC., an Ohio corporation ("Assignor"), and CNL APF PARTNERS, LP, a Delaware limited partnership ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of that certain parcel or parcels of real estate legally described in Exhibit A attached hereto, together with all buildings, structures, fixtures and improvements now located thereon (collectively, the "Premises");

WHEREAS, Assignor, as lessor, and Manna Northwest, Inc., a Washington corporation, and Kirk Balin, as lessee ("Lessee"), are parties to that certain lease described on the attached Exhibit A-1 (the "Lease") with respect to the Premises;

WHEREAS, Assignor and Assignee are current parties under that certain Master Agreement of Sale dated November 18, 2005 between Wendy's International, Inc., as Seller, and Trustreet Properties, Inc., as Buyer (the "Sale Agreement") pursuant to which Seller agreed to sell to and Buyer agreed to purchase from Seller the Premises; and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire Assignor's interest as lessor in, to and under the Lease and the Premises.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, it is hereby agreed as follows:

1. Assignment. Subject to Section 3 below, Assignor hereby grants, conveys, and assigns unto Assignee all of Assignor's right, title, and interest in, to and

under the Lease from and after the Effective Date, subject however, to the provisions of the Lease. Notwithstanding any provision in this Assignment to the contrary, Assignor warrants and represents to Assignee that: (a) Assignor is the Landlord under the Lease and has not assigned any rights under the Lease to any other party, and (b) Assignor has full power and authority to convey and assign the Lease to Assignee by virtue of this Assignment.

2. Assumption. Assignee hereby assumes all of Assignor's responsibilities, liabilities and obligations set forth in the Lease from and after the Effective Date, and agrees to perform and observe all of Assignor's covenants, responsibilities, and conditions contained in the Lease. Assignee further covenants and agrees to indemnify, defend and hold Assignor harmless for, from, and against any and all actions, suits, proceedings and claims, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees), arising out of or relating to the Lease, which occur or are alleged to have occurred on or after the Effective Date.

3. Retention of Assignor's Rights Against Lessee. Notwithstanding any other provision of this Assignment, this Assignment shall not be interpreted or construed as modifying, amending, terminating, limiting or affecting in any manner: (i) Lessee's obligations and liabilities to Assignor which have accrued or arisen under the Lease prior to the Effective Date or which arise after the Effective Date out of events occurring in whole or in part prior to the Effective Date, including, without limitation, Lessee's agreement to pay all costs, rents, expenses, and obligations of every kind and nature relating to the Lease and/or the Premises; (ii) Lessee's indemnification and hold harmless obligations to Assignor set forth in the Lease, and (iii) any provisions of the Lease benefiting Assignor which such Lease provides shall survive the assignment, expiration or termination of such Lease (collectively, the "**Lessee's Obligations**"). Assignee acknowledges that this Assignment does not transfer, modify or affect any of the Lessee's Obligations in any way as such Lessee's Obligations relate to Assignor, all of which remain the obligations and liabilities of Lessee to Assignor.

4. As-Is, Where-Is. Assignee acknowledges that the Lease is being assigned in an "AS-IS and "WHERE IS" condition, and except as specifically set forth in the Sale Agreement, not in reliance on any agreement, understanding, condition, warranty or representation made by Assignor or any agent or employee of Assignor as to the condition, enforceability or quality thereof, as to the rent or other amounts payable thereunder, or as to any other matter in connection therewith, and Assignee further acknowledges that neither Assignor nor any party acting on behalf of Assignor has made or shall be deemed to have made any such agreement, condition, representation or warranty.

5. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.



6. Choice of Law. This Assignment shall be construed in accordance with the laws of the State of Washington.

7. Attorneys' Fees. Should either party institute any legal action or proceeding to enforce the provisions of this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the exercise of its rights and remedies hereunder as well as court costs and expert witness fees as the court shall determine.

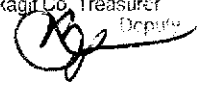
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

9. Franchisor Lease Termination Rights. Assignor agrees that it shall not exercise any rights it may have as Lessee's Franchisor to terminate or cause the Lessee to terminate the Lease. Further, Assignee agrees that it shall not terminate any Lease without first providing Assignor with written notice of its intent to terminate. Assignor shall have thirty (30) calendar days after receipt of such notice to (i) acknowledge the termination, (ii) assume the Lease and assume operation of the restaurant subject to such Lease, or (iii) provide Assignee with an "Acceptable Franchisee" to assume the Lease and operation of the restaurant subject to the Lease. Upon the election of (ii) or (iii), the assuming party shall have a period of six (6) months in which to decide whether to permanently assume the Lease and continue operating the restaurant or whether to terminate the Lease and close the restaurant. If the assuming party elects to terminate the Lease it shall give Assignee not less than ten (10) business days written notice, and if such notice is given then such party shall have no liability under the Lease once the restaurant closes and the assuming party vacates the Premises. For the purposes of this paragraph, an "Acceptable Franchisee" shall mean any franchisee who operates four (4) or more restaurants prior to the assumption of the subject restaurant, is not subject to any insolvency proceedings in any US jurisdiction, and which is not currently in default under any franchise agreements beyond applicable cure periods with Assignor or any of Assignor's affiliates. Nothing contained in this Paragraph 9 is intended to limit the ability of Assignor to take action as franchisor under its franchise agreements with Lessee.

[SIGNATURES ON NEXT PAGE]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 19 2006

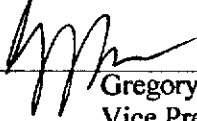
Amount Paid \$
Skagit Co. Treasurer
By  Deputy



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IN WITNESS WHEREOF, the parties hereto have entered into this Assignment as of the Effective Date.

WENDY'S INTERNATIONAL, INC.

By: 
Gregory P. Mistele
Vice President

Title: _____

By: _____

Title: _____

LEGAL DEPT. YMO

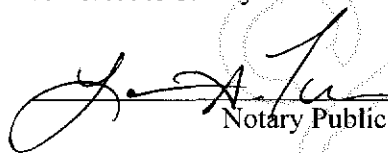
STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 28th day of December, 2005, before me personally appeared Gregory P. Mistele and _____, the Vice President and _____ respectively, of **WENDY'S INTERNATIONAL, INC.**, an Ohio corporation, who are known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated and that being informed of the contents of the conveyance they executed the same voluntarily on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



Laura A. Turner
Notary Public-State of Ohio
My Commission Expires
October 11, 2009


Notary Public



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Skagit County Auditor

CNL APF PARTNERS, LP,
a Delaware limited partnership, successor

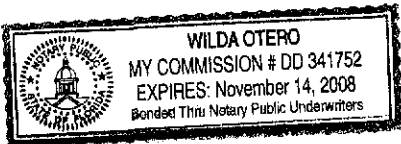
By: CNL APF GP CORP., a Delaware
corporation, as General Partner

By: *Thomas G. Lindred*
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day of
December, 2005, by Thomas G. Lindred, as
Sr. Vice President of CNL APF GP Corp., a Delaware
corporation, as General Partner of CNL APF PARTNERS, LP, a Delaware limited
partnership, on behalf of the corporation and limited partnership. He is personally known
to me and did not take an oath.

Wilda Otero
Notary Signature



Printed Name _____
Notary Public, State of Florida
Commission Number: _____
My Commission Expires: _____



EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this commitment is situated in the County of SKAGIT, State of Washington, and is described as follows:

Tract "C" "Plat Of K-Mart Commercial Park" as per plat recorded in Volume 14 of plats, pages 126 and 127, records of Skagit County, Washington.



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EXHIBIT A-1

DESCRIPTION OF LEASE

That certain Memorandum of Lease by and between Wendy's International Inc, and Manna Northwest, Inc. and Kirk Balin dated April 5, 1993, recorded on April 12, 1993 in Skagit County, Washington Recorder's Book 1181, page 0114 as affected by that certain Lease Assignment and Assumption Agreement by and between Manna Northwest, Inc., as Assignor, and Seawend, Ltd., as Assignee, dated March 26, 1999, recorded April 9, 1999 in Skagit County, Washington Recorder's Office Book 1972, Page 0017.



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