

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is dated as of May 31, 2007 and is entered into by and between FOUNTAIN SQUARE OF LOMBARD L.L.C., a Delaware limited liability company ("Assignor") and SUNRISE LOMBARD IL SENIOR LIVING, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Village of Lombard, a municipal corporation, Bethany Theological Seminary, an Illinois not-for-profit corporation and Assignor entered into an Annexation Agreement dated March 23, 1998, which incorporates by reference a Development Agreement (collectively, as it may be amended, modified or supplemented from time to time, the "Agreement") regarding the real property commonly known as Fountain Square, and which Agreement was recorded by the DuPage County Recorder of Deeds on April 10, 1998 as Document Number R98-067504; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Agreement related to Lot 2 in the Fountain Square Subdivision in the Village of Lombard, DuPage County, Illinois, containing approximately 4.387± acres being purchased by Assignee (the "Assigned Property"), and more particularly described on the attached Exhibit A, and Assignee desires to accept said assignment and to assume all of Assignor's liabilities and obligations related to or arising from and under the Agreement as the Agreement relates to the Assigned Property as referred to therein and the incorporated Development Agreement pertaining thereto.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged: (a) Assignor does hereby assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to the Agreement and any benefits hereinafter derived thereunder but only as such rights, title and interests relate to the Assigned Property; and (b) Assignee does hereby unconditionally assume and promise to pay and perform in full, from and after 12:01 A.M. on the date written above, all obligations and liabilities of Assignor related to or arising under the Agreement as it relates to the Assigned Property, which accrue as of the date hereof. This Assignment and Assumption Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date noted above.

ASSIGNOR:

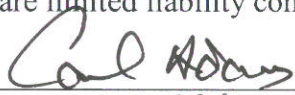
Fountain Square Of Lombard L.L.C.,
a Delaware limited liability company

By: CHS DuPage One, L.L.C.,
a Delaware limited liability company,
Its: Manager

By: _____
Dennis J. Stine
Its: Manager

ASSIGNEE:

Sunrise Lombard Il Senior Living, LLC
a Delaware limited liability company

By: 
Name: Carl Adams
Its: Vice President

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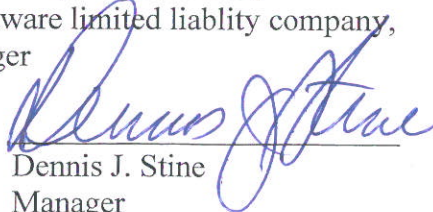
ASSIGNEE:

Fountain Square Of Lombard L.L.C.,
a Delaware limited liability company

Sunrise Lombard IL Senior Living, LLC
a Delaware limited liability company

By: CHS DuPage One, L.L.C.,
a Delaware limited liability company,
Its: Manager

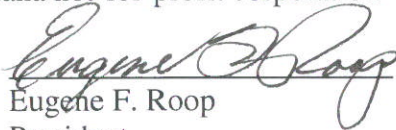
By: _____
Name: _____
Its: _____

By: 
Dennis J. Stine
Its: Manager

CONSENT AND RELEASE

The undersigned, being all of the remaining parties to the Agreement do hereby consent to this Assignment and Assumption Agreement and forever release the Assignor, together with its successors, assigns, heirs, and personal representatives, other than the Assignee from all liabilities and obligations related to or arising under the Agreement, which relate to Assigned Property.

BETHANY THEOLOGICAL SEMINARY,
an Indiana not-for-profit corporation

By: 
Name: Eugene F. Roop
Its: President

VILLAGE OF LOMBARD,
a municipal corporation

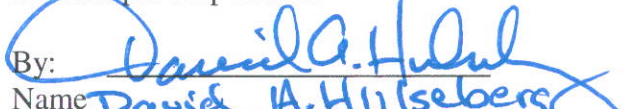
By: 
Name: David A. Hulberg
Its: Asst. Village Manager

EXHIBIT A

PROPERTY DESCRIPTION

LOT 2 IN FOUNTAIN SQUARE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1998, AS DOCUMENT NO. R98-139154 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-28-100-011

Commonly known as: 23__ Fountain Square Drive
 (Southwest Corner of 22nd Street and Meyers Road)
 Lombard, Illinois 60148