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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

AFTER RECORDING, RETURN TO 2007 053239

2007 JUN 29 PM 1:51

MICHAEL A. BROWN
RECORDER

General Electric Capital Corporation
635 Maryville Centre Dr.
Suite 120
St. Louis, Missouri 63141
Loan Number: 6323736-001

[space above reserved for recorder's use only]

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made effective as of June 21, 2007, by **FGPTT PROPERTIES, LLP**, an Indiana limited liability partnership, whose address is 315 W. 89th Avenue, Merrillville, Indiana 46410 (hereinafter called "Assignor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, whose address is 635 Maryville Centre Drive, Suite 120, Saint Louis, Missouri 63141 (hereinafter called "Lender").

WITNESSETH

Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of Assignor in, to and under all written and oral leases and rental agreements of the real estate described in Exhibit A attached hereto and incorporated herein (the "Property"), whether now in existence or hereafter entered into, and all guaranties, amendments, extensions, renewals and subleases of said leases and any of them, all of which are hereinafter called the "Leases," all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property, any award hereafter made in any bankruptcy, insolvency or reorganization proceeding in any state or federal court involving any of the tenants of the Leases, and any and all payments made by such tenants in lieu of rent.

This Assignment is made for the purpose of securing:

- A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Promissory Note (the "Note") of Assignor dated of even date herewith in the principal sum of **\$4,900,000.00** and secured by a certain

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Assignment of Rents and Leases

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Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") of even date herewith encumbering the Property;

- B. The payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of the Mortgage and any other instrument constituting security for the Note; and
- C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor represents, warrants, covenants and agrees with Lender as follows:

- 1. The sole ownership of the entire lessor's interest in the Leases is or shall be vested in Assignor, and Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- 2. The Leases are and shall be valid and enforceable in accordance with their terms, and except as disclosed to Lender, the Leases have not been altered, modified, amended, terminated, canceled, renewed or surrendered nor have any of the terms and conditions of the Leases been waived in any manner whatsoever except as approved in writing by Lender.
- 3. Assignor shall not amend or modify any lease without Lender's prior written consent.
- 4. To the best of Assignor's knowledge, there are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or passing of time or both, would constitute a default under any of the Leases.
- 5. Assignor shall give prompt notice to Lender of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of Assignor, together with a complete copy of any such notice.
- 6. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.
- 7. Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.
- 8. Except for assignments which pursuant to the terms of the Leases, may be made by the applicable tenants without the consent of Assignor, Assignor shall not permit or consent to the assignment by any tenant of its rights under its Lease without the prior written consent of Lender. Without limitation of the foregoing, Assignor shall not permit or consent to the filing of any encumbrance against the tenant's interest under any Lease including, without limitation, any leasehold mortgage.

9. All existing Leases are described on Exhibit B attached hereto and incorporated herein. Assignor has delivered to Lender true, correct and complete copies of all existing Leases and all amendments and modifications thereto.

The parties further agree as follows:

This Assignment is an absolute, present assignment from Assignor to Lender, effective immediately, and is not merely an assignment for security purposes. Notwithstanding the foregoing, until written notice is sent to Assignor that an Event of Default (as defined in the Note and/or in the Mortgage) has occurred (which notice is hereafter called a "Notice"), Assignor is granted a license to receive, collect and enjoy the rents, income and profits accruing from the Property.

Lender may, at its option, after delivery of a Notice to Assignor, receive and collect all such rents, income and profits from the Property. Lender shall thereafter continue to receive and collect all such rents, income and profits as they become due as long as such Event of Default shall exist and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period. All sums received by Assignor after service of a Notice shall be deemed received in trust and shall be turned over to Lender within one (1) business day after Assignor's receipt thereof.

Assignor hereby irrevocably appoints Lender its true and lawful attorney-in-fact with power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Assignor, from and after delivery of a Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property, and to take any and all actions, either in its own name or in the name of Assignor or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Such appointment is coupled with an interest and is irrevocable. Assignor also hereby irrevocably appoints Lender as its true and lawful attorney-in-fact, from and after delivery of a Notice, to appear in any state or federal bankruptcy, insolvency, or reorganization proceeding in any state or federal court involving any of the tenants of the Leases. Tenants of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to Lender or such nominee as Lender may designate in writing delivered to and received by such tenants, each of whom are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

From and after delivery of a Notice, Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it to be necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Lender or its designee to enter upon the Property, or any part thereof, and take possession of all or any part of the Property. Assignor hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any and all times after delivery of a Notice, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and to any indebtedness or liabilities of Assignor to Lender, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, reasonable attorneys' fees

incurred in connection with the enforcement of this Assignment, and to the payment of principal and interest due from Assignor to Lender on the Note and the Mortgage, all in such order as Lender may determine. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, or any part thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under the Mortgage, any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Any and all notices, elections, demands, or requests permitted or required to be made under this Assignment, including, without limitation, a Notice, shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally or sent by registered, certified, or United States mail, postage prepaid, or by Federal Express or similar overnight courier service for overnight, priority delivery, requiring a receipt, to the other party at the address set forth above, or to such other party and at such other address within the United States of America as any party may designate as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) days after the date of mailing by registered, certified or regular mail, (iii) one (1) day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service as described above, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

Assignor hereby authorizes Lender to give written notice of this Assignment, which may include a copy hereof, at any time to any tenant under any of the Leases.

The terms "Assignor" and "Lender" shall be construed to include the legal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except and only by an instrument in writing and signed by the

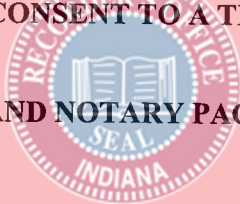
party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Notwithstanding anything contained herein to the contrary, in no event shall this Assignment be deemed to reduce the indebtedness evidenced by the Note by an amount in excess of the actual amount of cash received by Lender under the Leases, whether before, during or after the occurrence of an Event of Default, and Assignor acknowledges that in no event shall the indebtedness secured hereby be reduced by the value from time to time of the rents, income and profits of or from the Property (as opposed to the rents actually received by Lender and applied to the indebtedness secured hereby). In addition, Lender reserves the right, at any time, whether before or after the occurrence of an Event of Default, to recharacterize this Assignment as merely constituting security for the indebtedness of Assignor to Lender, which recharacterization shall be made by written notice delivered to Assignor. Lender's receipt of any rents, issues and profits pursuant to this Assignment after the institution of foreclosure proceedings, either by court action or by the private power of sale contained in any mortgage now or hereafter securing the Note, shall not cure an Event of Default, as defined in the Note, or otherwise affect such proceedings or sale.

This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

WAIVER OF JURY TRIAL. ASSIGNOR AND LENDER EACH HEREBY UNCONDITIONALLY WAIVE ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS ASSIGNMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND/OR STATUTORY CLAIMS. THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE, ANY RELATED DOCUMENTS OR ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE AND NOTARY PAGES FOLLOW]



IN WITNESS WHEREOF, Assignor has caused this instrument to be executed and delivered as of the date first above written.

ASSIGNOR:

FGPTT PROPERTIES, LLP,
an Indiana limited liability partnership

By: Stephen K. Grandfield
Print: STEPHEN K. GRANDFIELD
Its: general partner



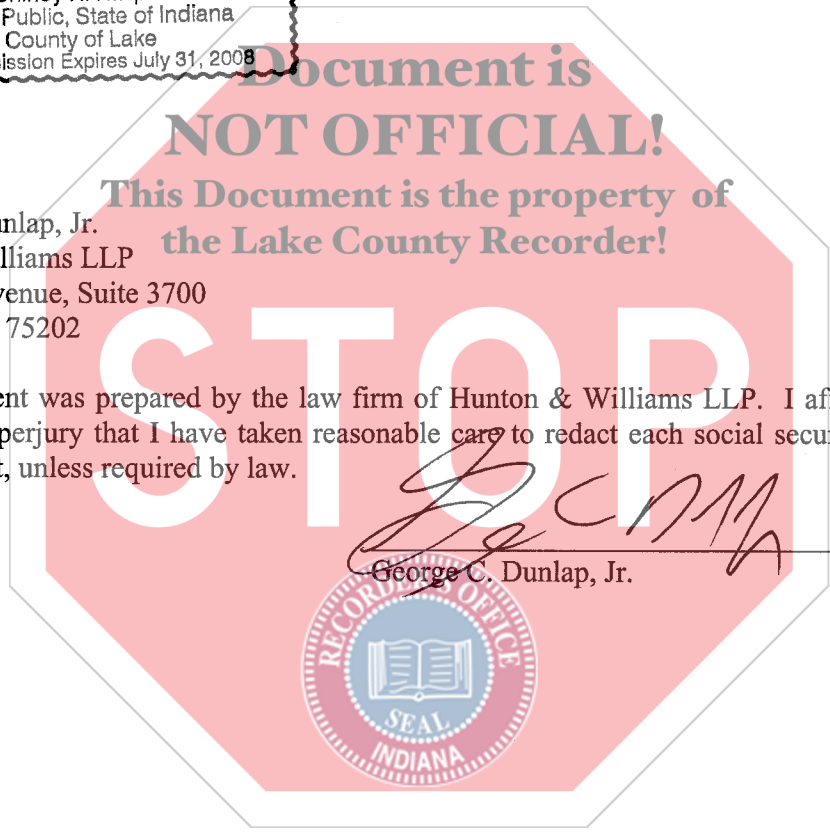
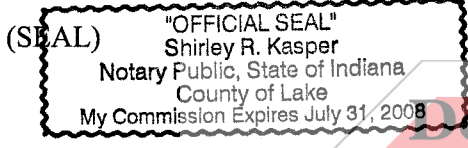
STATE OF IN §
COUNTY OF Lake §

Before me, a notary public in and for said County and State, personally appeared Stephen K. Grandfield, as General Partner of **FGPTT PROPERTIES, LLP**, an Indiana limited liability partnership, and acknowledged that he executed the foregoing instrument for and on behalf of said limited liability partnership, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial seal this 27 day of June, 2007.

My Commission Expires: _____

Signature: [Signature]
Printed: _____, Notary Public
Residing in _____ County, _____



Prepared By:
George C. Dunlap, Jr.
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

This Instrument was prepared by the law firm of Hunton & Williams LLP. I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature]
George C. Dunlap, Jr.

EXHIBIT "A"

Legal Description

Parcel 4-A in Broadwest Medical Surgical Center, being a Planned Unit Development of Lots 4 & 5 in Broadwest Center, recorded in Plat Book 73, Page 17 in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B
LIST OF LEASES

1. Lease dated September 1, 1993, by and between Borrower, as assignor, and Broadwest Specialty Surgical Center, L.L.C., as assignee.
2. Lease dated November 11, 2004, by and between Borrower, as assignor, and Merrillville Dental Center, P.C., as assignee.
3. Lease dated February 1, 2007, by and between Borrower, as assignor, and Podiatric Medical Associates, P.C., as assignee.
4. Lease dated September 5, 2003, by and between Borrower, as assignor, and Podiatric Medical Associates, P.C., as assignee.
5. Lease dated January 1, 2005, by and between Borrower, as assignor, and Yessenow Centre, P.C., as assignee.
6. Lease dated December 16, 2005, by and between Borrower, as assignor, and David G. Gross, D.O., P.C., d/b/a Deen-Gross Eye Centers, as assignee.
7. Lease dated March 1, 2007, by and between Borrower, as assignor, and Diveris Orthopedics and Sports Medicine, PC, as assignee.

