

2008 064620

2008 SEP 15 AM 9:58

MICHAEL A. BROWN
RECORDER

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Merrillville (Methodist MOB)

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of the 4th day of September, 2008, between WMB VIII, LLC, successor in interest to WPM CONSTRUCTION, LLC, having an address at 10000 E. 80th Place, Suite 700 North Merrillville, IN 46410 ("Assignor") and HCRI MERRILLVILLE MEDICAL FACILITY, LLC, having an address at Health Care REIT, Inc., One SeaGate, Suite 1500, Toledo, Ohio 43603-1475 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Ground Lease dated on or about October 18, 2004, evidenced by Memorandum of Lease recorded October 27, 2004 as Document No. 2004 091974 in the Office of the Lake County Recorder, Lake County, Indiana as amended by that certain Amendment to Ground Lease dated as of January 21, 2005, evidenced by Amended Memorandum of Lease recorded January 31, 2005 as Document No. 2005 007083 Office of the Lake County Recorder, Lake County, Indiana and that certain Second Amendment to Ground Lease dated September , 2008 evidenced by Second Amendment to Memorandum of Lease recorded as Document No. 2008-064619 Office of the Lake County Recorder, Lake County, Indiana (as has been and/or may be assigned, amended or modified, the "Ground Lease") by and between The Methodist Hospitals, Inc. (formerly known as The Methodist Hospital of Gary, Inc.) and Assignor (sometimes referred to as "Ground Lessee"), relating to the premises located in Merrillville, Indiana, as more particularly described in Exhibit A attached hereto; and

WHEREAS, Assignor is the Ground Lessee of the Ground Lease and desires to assign the Ground Lease to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the Ground Lease.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and the mutual undertakings, covenants, promises and agreements of the parties, it is agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Effective as of the date of this Assignment, Assignor transfers, assigns and delegates to Assignee all of its rights, duties and obligations under the Ground Lease, and Assignee, for the benefit of Assignor and the Ground Lessor, accepts the assignment of all such rights and assumes all such duties and obligations under the Ground Lease effective as of the date hereof.

HOLD FOR MERIDIAN TITLE CORP

817567

mt
22
BS

3. Assignor represents and warrants to Assignee that the Ground Lease is valid and existing, there are no defaults on the part of Assignor or, to the best knowledge of Assignor, the Ground Lessor with respect thereto (and no event has occurred which, with the giving of notice or passage of time, or both, would constitute a default by Assignor or Ground Lessor), and, to the best knowledge of Assignor, neither the Ground Lessor nor Assignor has any claims against the other for any breach of the Ground Lease.

4. Assignee shall indemnify and hold Assignor harmless from and against any liability or expense resulting from the failure of Assignee to fulfill all of its obligations as Ground Lessee under the Ground Lease from and after the date hereof. Assignor shall indemnify and hold Assignee harmless from and against any liability or expense resulting from the failure of Assignor to fulfill all of its obligations as Ground Lessee under the Ground Lease prior to the date hereof.

5. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES AND NOTARIES ON FOLLOWING PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

WMB VIII, LLC,
an Indiana limited liability company

By: WMB Corp.,
an Indiana corporation
its Manager

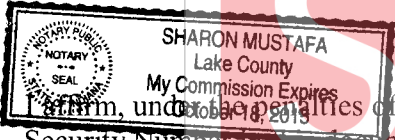
By: [Signature]
Name: Jason Weisler
Title: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of September, 2008, personally appeared WMB VIII, LLC, by WMB Corp., as Manager, by Jason Weisler its Secretary, and acknowledged the execution of the foregoing Assignment.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal.

My Commission Expires: 10.18.2015
A Resident of Lake County, Sharon Mustafa, Notary Public



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

[Signature]
Jason S. Weisler



ASSIGNEE:

HCRI MERRILLVILLE MEDICAL FACILITY, LLC

a Delaware limited liability company

By: Erin C. Ibele

Erin C. Ibele
Senior Vice President-Administration
and Corporate Secretary

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of September, 2008, personally appeared HCRI Merrillville Medical Facility, LLC, by Erin C. Ibele, the Senior Vice President-Administration and Corporate Secretary of Health Care REIT, Inc., and acknowledged the execution of the foregoing Assignment and Assumption of Ground Lease.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal.

My Commission Expires:

This Document is the property of Lunsford

Donna J. Lunsford, Notary Public
A Resident of Lucas County

Prepared by and after recording please mail to:

John D. Gillespie
Shumaker, Loop & Kendrick
41 South High Street, Suite 2400
Columbus, OH 43215-6104

Attachment:
Exhibit A – Legal Description



DONNA J. LUNSFORD
Notary Public
In and for the State of Ohio
My Commission Expires
April 22, 2012

EXHIBIT "A"

LEGAL DESCRIPTION OF GROUND LEASE PARCEL

A parcel of land in the South half of the Northwest Quarter of Section 27, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana described as follows: Commencing at the Southeast Corner of Lot 1 in Methodist Medical Subdivision No. 3 as recorded in Plat Book 80, page 78 in said County;

Thence, along the east line of Lot 1, North 00 degrees 00 minutes 58 seconds East, 50.49 feet;

Thence South 89 degrees 59 minutes 02 seconds East, 7.21 feet to the point of beginning;

Thence, South 89 degrees 57 minutes 42 seconds East, 340.91 feet;

Thence, South 00 degrees 02 minutes 18 seconds West, 114.99 feet;

Thence, South 89 degrees 57 minutes 42 seconds East, 69.82 feet;

Thence, South 45 degrees 03 minutes 28 seconds East, 14.56 feet;

Thence, South 44 degrees 56 minutes 32 seconds West, 9.86 feet;

Thence, North 45 degrees 03 minutes 28 seconds West, 10.52 feet;

Thence, North 89 degrees 57 minutes 42 seconds West, 65.72 feet;

Thence, South 00 degrees 02 minutes 18 seconds West, 8.37 feet;

Thence, North 89 degrees 57 minutes 42 seconds West, 340.91 feet;

Thence, North 00 degrees 02 minutes 18 seconds East, 133.19 feet to the point of beginning, and containing 1.0605 acres (46,195 square feet) of land, more or less, and subject to all highways, easements, and restrictions of record.

LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENT

Non-exclusive easement rights for access and utilities, as set forth in Memorandum of Lease dated October 26, 2004, recorded October 27, 2004 in Instrument No. 2004-091974, and amended in Amended Memorandum of Lease dated January 21, 2005, recorded January 31, 2005 as Instrument No. 2005-007083, and as further amended by the certain Second Amendment to Memorandum of Lease dated September __, 2008, recorded September __, 2008 as Instrument No. 2008-044619.

