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ASSIGNMENT OF LOAN DOCUMENTS

TRANSFER OF LIEN AND ASSIGNMENT OF LOAN DOCUMENTS

TRANSFER OF LIEN AND ASSIGNMENT OF LOAN DOCUMENTS, dated August 26, 2011, by THE HUNTINGTON NATIONAL BANK ("Assignor") to VA CROWN POINT LEASE FINANCE TRUST ("Assignee").

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WHEREAS, Assignor is the present legal and equitable owner and holder of that certain loan (the "Construction Loan") evidenced and secured by each of the agreements and instruments listed on **Schedule 1** hereto (the "Construction Loan Documents") executed by Crown Point VA Company LLC, an Ohio limited liability company ("Borrower"), payable to the order of Assignor, covering the real property more particularly described in **Schedule 2** hereto, for all purposes, and all improvements located thereon, accepted and agreed to by Borrower, for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Assignor, the receipt and sufficiency of which is hereby acknowledged, hereby agrees in favor of Assignee as follows:

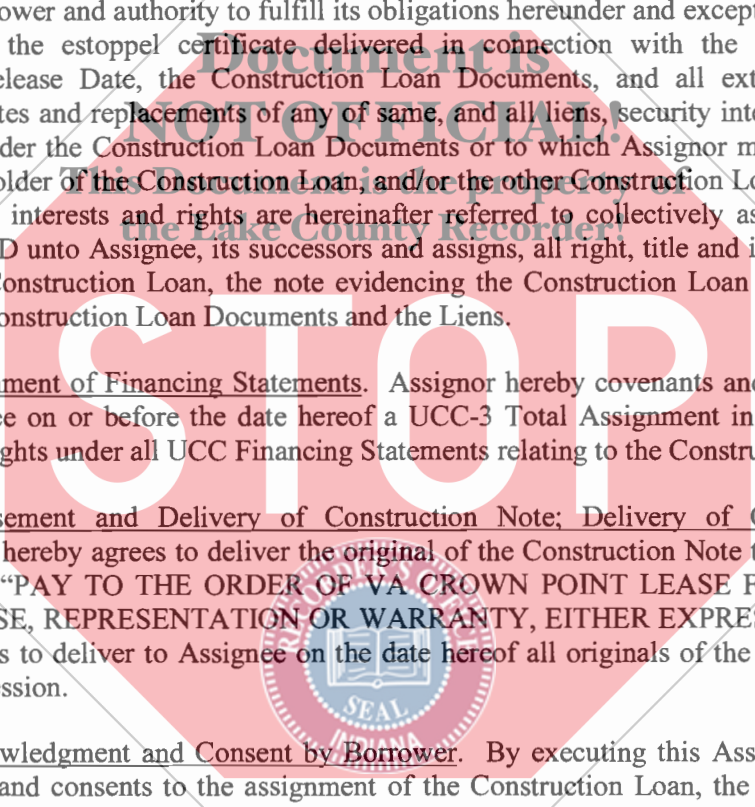
1. **Assignment.** Assignor does hereby TRANSFER, SELL, BARGAIN, ASSIGN, GRANT AND CONVEY unto Assignee, without recourse, representation or warranty, except that the Assignor represents and warrants that it is the current holder and beneficiary of the Construction Loan Documents and it has not assigned, pledged or transferred the Construction Loan Documents prior hereto and has all necessary power and authority to fulfill its obligations hereunder and except for the Assignor's representations under the estoppel certificate delivered in connection with the occurrence of the Construction Loan Release Date, the Construction Loan Documents, and all extensions, renewals, modifications, substitutes and replacements of any of same, and all liens, security interests and rights of Assignor in, to and under the Construction Loan Documents or to which Assignor might be entitled by being the owner and holder of the Construction Loan, and/or the other Construction Loan Documents (all of such liens, security interests and rights are hereinafter referred to collectively as the "Liens"), TO HAVE AND TO HOLD unto Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Construction Loan, the note evidencing the Construction Loan (the "Construction Note") and the other Construction Loan Documents and the Liens.

2. **Assignment of Financing Statements.** Assignor hereby covenants and agrees to execute and deliver to Assignee on or before the date hereof a UCC-3 Total Assignment in favor of Assignee assigning Assignor's rights under all UCC Financing Statements relating to the Construction Loan.

3. **Endorsement and Delivery of Construction Note; Delivery of Construction Loan Documents.** Assignor hereby agrees to deliver the original of the Construction Note to Assignee on the date hereof, endorsed "PAY TO THE ORDER OF VA CROWN POINT LEASE FINANCE TRUST, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED." Assignor hereby agrees to deliver to Assignee on the date hereof all originals of the Construction Loan Documents in its possession.

4. **Acknowledgment and Consent by Borrower.** By executing this Assignment, Borrower hereby acknowledges and consents to the assignment of the Construction Loan, the Construction Loan Documents and the Liens granted in Paragraphs 1 and 2 above.

5. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one agreement.



STATE OF OHIO
LAKE COUNTY
FILED FOR RECORD

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THIS TRANSFER OF LIEN AND ASSIGNMENT OF LOAN DOCUMENTS AND THE OTHER WRITTEN DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



EXECUTED by each of the undersigned on the date of its acknowledgment, but effective for all purposes as of the 16 day of August, 2011.

ASSIGNOR:

THE HUNTINGTON NATIONAL BANK

By: Maria Nagy
Name: MARIA NAGY
Its: VICE PRESIDENT

WITNESS:

Gail A. Blesi
Name: GAIL A. BLES

BORROWER:

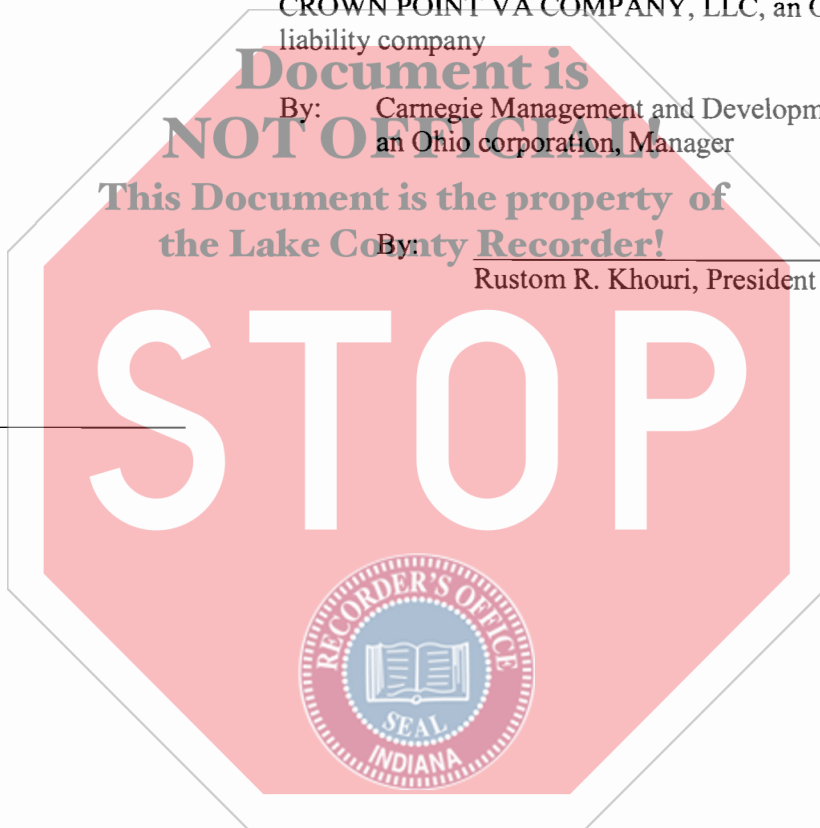
CROWN POINT VA COMPANY, LLC, an Ohio limited liability company

By: Carnegie Management and Development Corporation,
an Ohio corporation, Manager

Document is NOT OFFICIAL
This Document is the property of the Lake County Recorder!
By: Rustom R. Khouri, President

WITNESS:

Name: _____



EXECUTED by each of the undersigned on the date of its acknowledgment, but effective for all purposes as of the 16 day of August, 2011.

ASSIGNOR:

THE HUNTINGTON NATIONAL BANK

By: _____
Name:
Its:

WITNESS:

Name:

BORROWER:

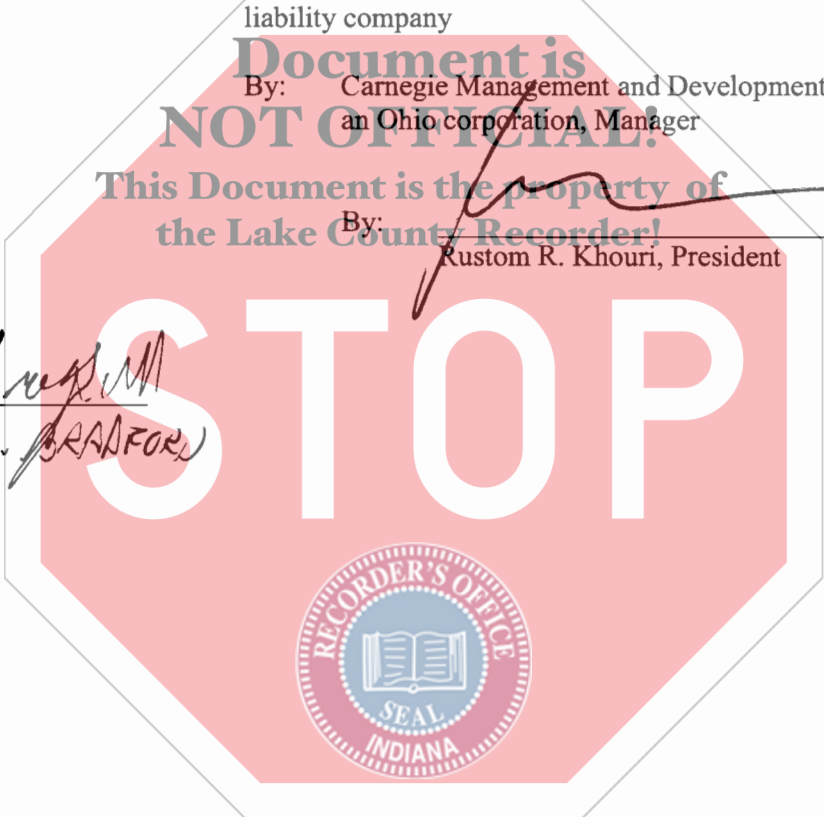
CROWN POINT VA COMPANY, LLC, an Ohio limited liability company

By: Carnegie Management and Development Corporation, an Ohio corporation, Manager

By: _____
Rustom R. Khouri, President

WITNESS:

DAVE A. BRADFORD
Name: DAVE A. BRADFORD



STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared Maria Nagy,
Vice President of The Huntington National Bank, who, being first duly sworn, acknowledged the
execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 15 day of August, 2011.

Gail Ann Bisesi
Notary Public

Printed GAIL ANN BISESI
Notary Public, State of Ohio
My Commission Expires Feb. 1, 2015
Recorded in Cuyahoga County
2011

I am a resident of Cuyahoga County, OHIO
My commission expires on _____, 2011.

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared Rustom R. Khouri,
President of Carnegie Management and Development Corporation, Manager of Crown Point VA
Company, LLC, who, being first duly sworn, acknowledged the execution of the foregoing instrument for
and on behalf of said limited liability company.

Witness my hand and Notarial Seal this ___ day of August, 2011.

Notary Public

Printed Name

I am a resident of _____ County, _____
My commission expires on _____, 2011.

THIS INSTRUMENT WAS PREPARED BY:

Duane Morris LLP
1540 Broadway
New York, New York 10036

"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. Jonathan A. Olick, Esq. "

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared _____,
_____ of The Huntington National Bank, who, being first duly sworn, acknowledged the
execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this ___ day of August, 2011.

Notary Public

Printed Name

I am a resident of _____ County, _____.
My commission expires on _____, 20__.

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for the State of Ohio, personally appeared Rustom R. Khouri,
President of Carnegie Management and Development Corporation, Manager of Crown Point VA
Company, LLC, who, being first duly sworn, acknowledged the execution of the foregoing instrument for
and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 2nd day of August, 2011.

[Signature]

Notary Public

DALE A. BRADFORD

Printed Name

DALE A. BRADFORD, Attorney
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

I am a resident of CUYAHOGA County, OHIO.
My commission expires on N/A

THIS INSTRUMENT WAS PREPARED BY:

Duane Morris LLP
1540 Broadway
New York, New York 10036



"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. Jonathan A. Olick, Esq. "

Schedule 1 to

TRANSFER OF LIEN AND ASSIGNMENT OF LOAN DOCUMENTS

List of Assigned Construction Loan Documents

1. Building Loan Agreement
2. Promissory Note (\$13,770,000.00)
3. Promissory Note (\$2,155,554.00)
4. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, made as of June 17, 2010, by Crown Point VA Company, LLC in favor of The Huntington National Bank.



Schedule 2 to

TRANSFER OF LIEN AND ASSIGNMENT OF LOAN DOCUMENTS

Legal Description

Lot Number 1 in VA Clinic, a Resubdivision of Lots 5, 6, 7, 8 and 9 of Crownhurst Centre, Unit 2, an Addition to the City of Crown Point, as recorded in Plat Book 104, Page 33, Doc Number 2010-012645, and as previously recorded in Plat Book 94, Page 3, in the Office of the Recorder of Lake County, Indiana.

Permanent Parcel ID's:

45-12-33-226-006.000-029;

45-12-33-226-002.000-029;

45-12-33-226-001.000-029;

45-12-33-226-003.000-029 and

45-12-33-226-004.000-029

