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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment") is made between **MS DYER, LLC**, an Indiana limited liability company ("Assignor") and **HEALTH CARE REIT, INC.**, a Delaware corporation ("Assignee"), effective as of September 4, 2015 ("Effective Date").

RECITALS:

A. Pursuant to a Purchase and Sale Agreement (Existing Project Development Agreement) dated September 4, 2015 ("Purchase Agreement"), Assignor has sold to Assignee the facility located at 1532 Calumet Avenue, Dyer, Indiana and legally described on Exhibit A attached hereto and incorporated herein on the Effective Date. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

B. Assignor entered into a certain Lease Agreement (the "Lease") with respect to the Facility with Claremont of Indiana ML, LLC as tenant, dated April 14, 2014, as amended by First Amendment to Lease Agreement dated January 28, 2015 and Second Amendment to Lease Agreement dated February 26, 2015, together with Side Letter Agreement #1 dated April 14, 2014, as amended by Amendment to Side Letter Agreement #1 dated March 4, 2015, and Side Letter Agreement #2 dated April 28, 2014. The Lease is evidenced by a Memorandum of Lease recorded as Instrument No. 2015 052496 in the office of the Recorder of Lake County, Indiana.

C. Assignor desires to assign all of its right, title and interest in and to the Lease and the Facility to Assignee, and Assignee desires to assume Assignor's obligations under the Lease arising on and after the Effective Date and to acquire all of Assignor's right, title and interest in and to the Facility from and after the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor assigns to Assignee all of Assignor's right, title and interest in and to the Lease and the Facility.

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2. Assumption. Assignee accepts the assignment of Assignor's right, title and interest in and to the Lease and the Facility and assumes only those obligations and liabilities under the Lease that arise or accrue on or after the Effective Date.

3. Reaffirmation. Assignor reaffirms and restates all of its agreements, representations, warranties and indemnities set forth in the Purchase Agreement with respect to the Lease and the Facility.

4. Indemnity.

(a) Without limiting any indemnity or other obligation of Assignor under the Purchase Agreement, and except to the extent that Assignee is able to recover costs or otherwise be indemnified by a third-party warranty or guarantee, or is compensated through valid and collectible insurance policies (net of any reasonable costs incurred by Assignee, including but not limited to, insurance deductibles), Assignor shall indemnify, defend and hold Assignee harmless from and against any and all injuries, damages, losses, claims, liabilities, causes of action, expenses or costs (including reasonable attorneys' fees) relating to or accruing or occurring under the Lease or with respect to the Facility before the Effective Date, including, without limitation, by reason of any default or breach by Assignor under the Lease before the Effective Date that remains uncured as of the Effective Date.

(b) Without limiting any indemnity or other obligation of Assignee under the Purchase Agreement, Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all injuries, damages, losses, claims, liabilities, causes of action, expenses, or costs (including reasonable attorneys' fees) relating to or accruing or occurring under the Lease on or after the Effective Date, including, without limitation, by reason of any default or breach by Assignee under the Lease on or after the Effective Date.

5. Miscellaneous. This Assignment shall be for the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. All recitals and all exhibits are incorporated by reference as if fully set forth herein. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

MS DYER, LLC

By: Mainstreet Asset Management, Inc.,
its Manager

By: [Signature]
Adlai Chester
Title: Chief Financial Officer



State of Indiana)
) ss
County of Hamilton

The foregoing instrument was acknowledged before me this 4 day of September, 2015 by Adlai Chester, the Chief Financial Officer of Mainstreet Asset Management, Inc., an Indiana corporation, the manager of MS Dyer, LLC, an Indiana limited liability company, on behalf of the Company.

My Commission Expires: May 10, 2016

[Signature]
LEIGH ANN CONAWAY
Hamilton County
My Commission Expires
May 10, 2016

[SEAL]

ASSIGNEE:

HEALTH CARE REIT, INC.

By: Erin C. Ibele
Name: Erin C. Ibele
Title: Executive Vice President,
Head of Human Capital and Corporate Secretary

State of Ohio)
) ss
County of Lucas)

The foregoing instrument was acknowledged before me this 7th day of August, 2015 by Erin C. Ibele, the Executive Vice President of Health Care REIT, Inc. a Delaware corporation, on behalf of the corporation. **This Document is the property of the Lake County Recorder!**

My Commission Expires: _____

**THIS INSTRUMENT PREPARED BY
AFTER RECORDING RETURN TO:
Rebecca S. House, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604-1573**

Jaclyn R. Starr
NOTARY PUBLIC
JACLYN R. STARR
Notary Public, State of Ohio
My Commission Expires 6-8-2016 [SEAL]



I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Rebecca S. House

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN MS DYER SUBDIVISION, AN ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, RECORDED APRIL 17, 2014 AS DOCUMENT 2014 021842 AND CERTIFICATE OF AMENDMENT THERETO, RECORDED AUGUST 21, 2015 AS DOCUMENT 2015 057188 IN LAKE COUNTY, INDIANA.

