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FILED FOR RECORD

2016 NOV -9 PM 1:06

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MICHAEL B. BROWN
RECORDER

The Point of Indiana, L.P.
1010 Ste Catherine Quite, Suite 730
Montreal, QC H3B 5L1

FILED

NOV 07 2016

JOHN E. PETALAS
LAKE COUNTY ALDEPTOR

Space Above Line For Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS, AND LICENSES

This ABSOLUTE ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS, AND LICENSES (this "Assignment") is made as of OCT. 26, 2016, by VFC Properties OR LLC, a Delaware limited liability company ("Assignor"), in favor of The Pointe of Indiana, L.P., an Indiana limited partnership ("Assignee") and is executed in connection with one certain Real Estate Purchase Agreement dated October August 18, 2016 ("Agreement") entered into between Assignor and Assignee.

1. FOR VALUE RECEIVED, subject to the terms of the Agreement, Assignor hereby absolutely and irrevocably assigns, conveys and transfers to Assignee all of Assignor's right, title, and interest, if any, in and to any and all Leases, Contracts, and Licenses (as those terms are defined in the Agreement) including but not limited to those Leases described on Exhibit "A" attached hereto, those Contracts described on Exhibit B attached hereto, and all transferable licenses in effect with respect to the Assets (as defined in the Agreement).

2. THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT.

3. Assignee hereby agrees to and accepts the assignment described in Section 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Leases from and after the date of this Assignment. Assignor hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the tenant under the Leases (the "Tenant") any notice required by law to inform Tenant that Assignor has transferred its interest in the Leases to Assignee as of the date hereof. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to (i) any breach or default in Assignor's, Assignee's or the landlord's obligations under the Leases occurring prior to, on or after Closing related in any manner to the condition and/or need for repair of any portion of the Assets, (ii) any breach or default in Assignee's or the landlord's obligations under the Leases first occurring after Closing, or (iii) any breach or default in Assignee's obligations under the Contracts first occurring after Closing.

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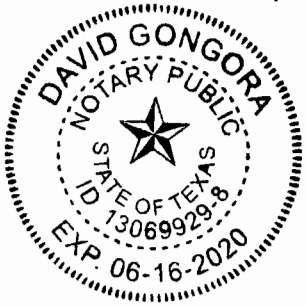
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4. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.



IN WITNESS WHEREOF, Assignor and Assignee have executed this Absolute Assignment and Assumption of Leases, Contracts, and Licenses as of the date first set forth above.



VFC Properties OR LLC
By: VFC 2015-3 Managing Member LLC


Name: Mark R. Cashman
Title: Senior Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Mark R. Cashman, who is a Senior Vice President for VFC 2015-3 Managing Member LLC, a Delaware limited liability company, the managing member of VFC Properties OR LLC, who is known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company and in the capacity therein stated.

Given under my hand and seal of office this 25 day of October, 2016.



THE POINTE OF INDIANA, L.P.
By: THE POINTE GP, LLC, its General Partner
By: _____
Name: Ilya Spivak
Title: Manager

PROVINCE OF QUEBEC §
DISTRICT OF MONTREAL §

BEFORE ME, the undersigned, a Notary Public in and for said district and province, on this day personally appeared Ilya Spivak, who is Manager of The Pointe GP, LLC, an Indiana limited liability company, the General Partner for The Pointe of Indiana, L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, for and on behalf of said limited liability company for and on behalf of said limited partnership.

Given under my hand and seal of office this 25 day of October, 2016.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Absolute Assignment and Assumption of Leases, Contracts, and Licenses as of the date first set forth above.

VFC Properties OR LLC
By: VFC 2015-3 Managing Member LLC

Name: Mark R. Cashman
Title: Senior Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Mark R. Cashman, who is a Senior Vice President for VFC 2015-3 Managing Member LLC, a Delaware limited liability company, the managing member of VFC Properties OR LLC, who is known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company and in the capacity therein stated.

Given under my hand and seal of office this ____ day of October, 2016.



THE POINTE OF INDIANA, L.P.
By: THE POINTE GP, LLC, its General Partner
By: *Ilya Spivak*
Name: Ilya Spivak
Title: Manager

PROVINCE OF QUEBEC §
DISTRICT OF MONTREAL §

BEFORE ME, the undersigned, a Notary Public in and for said district and province, on this day personally appeared Ilya Spivak, who is Manager of The Pointe GP, LLC, an Indiana limited liability company, the General Partner for The Pointe of Indiana, L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, for and on behalf of said limited liability company for and on behalf of said limited partnership.

Given under my hand and seal of office this 25 day of October, 2016.

Hélène Chayer # 96610
Notary Public, _____



When Recorded Return to: _____
First American Title Insurance Company
National Commercial Services
211 N Pennsylvania Str., Ste 1250
Indianapolis, IN 46204
File No: NCS _____