

Prepared by:

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Record and Return to:

Beth-Sherri Akyereko, Esq.  
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1050 Connecticut Avenue, NW  
Washington, DC 20036-5339

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement is dated as of February 5, 2008 and is entered into by and between SUNRISE LOMBARD IL SENIOR LIVING, LLC, a Delaware limited liability company (“Assignor”) and METSUN THREE LOMBARD IL SENIOR LIVING, LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS**, the Village of Lombard, a municipal corporation, Bethany Theological Seminary, an Illinois not-for-profit corporation and Fountain Square of Lombard L.L.C. (“Fountain”), entered into an Annexation Agreement dated March 23, 1998, which incorporates by reference a Development Agreement (collectively, as it may be amended, modified or supplemented from time to time, the “Agreement”) regarding the real property commonly known as Fountain Square, and which Agreement was recorded by the DuPage County Recorder of Deeds on April 10, 1998 as Document Number R98-067503; and

**WHEREAS**, Fountain assigned the Agreement to Assignor pursuant to Assignor’s acquisition of the Assigned Property, as defined herein, on May 31, 2007; and

**WHEREAS**, Assignor desires to assign to Assignee all of its right, title and interest in and to the Agreement related to Lot 2 in the Fountain Square Subdivision in the Village of Lombard, DuPage County, Illinois, containing approximately 4.387± acres being purchased by Assignee (the “Assigned Property”), and more particularly described on Exhibit A attached hereto and made part hereof, and Assignee desires to accept said assignment and to assume all of Assignor's liabilities and obligations related to or arising from and under the Agreement as the Agreement relates to the Assigned Property as referred to therein and the incorporated Development Agreement pertaining thereto;

**NOW, THEREFORE**, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged: (a) Assignor does hereby assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to the Agreement and any benefits hereinafter derived thereunder but only as such rights, title and interests relate to the Assigned Property; and (b) Assignee does hereby unconditionally assume and promise to pay and perform in full, from and after 12:01 A.M. on the date written above, all obligations and liabilities of Assignor related to or arising under the Agreement as it relates to the Assigned Property, which accrue as of the date hereof. This Assignment and Assumption Agreement shall be governed by the laws of the State of Illinois.



**EXHIBIT A**

**PROPERTY DESCRIPTION**

LOT 2 IN FOUNTAIN SQUARE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1998, AS DOCUMENT NO. R98-139154 IN DUPAGE COUNTY, ILLINOIS.

PIN 06-28-100-011

Commonly known as:           23\_\_ Fountain Square Drive  
  (Southwest Corner of 22<sup>nd</sup> Street and Meyers Road)  
  Lombard, Illinois 60148

**CONSENT AND RELEASE**

The undersigned, being the President and Clerk of the remaining party to the Agreement as it relates to the Assigned Property, do hereby consent to this Assignment and Assumption Agreement on behalf of the Village of Lombard, and forever release the Assignor, together with its successors, assigns, heirs, and personal representatives, other than the Assignee, from all liabilities and obligations related to or arising under the Agreement, which relate to Assigned Property.

VILLAGE OF LOMBARD,  
a municipal corporation

By: *William J. Mueller*  
Name: William J. Mueller  
Its: Village President

Attest: *Brigitte O'Brien*  
Name: Brigitte O'Brien  
Its: Village Clerk

STATE OF ILLINOIS, DUPAGE COUNTY, ss:

The foregoing Assignment and Assumption Agreement was acknowledged before me this 22nd day of February, 2008, by William J. Mueller and Brigitte O'Brien, the President and Clerk of the Village of Lombard, State of Illinois, for the purpose contained herein.

My Commission expires: June 10, 2009

*Barbara A Johnson*  
Notary Public

