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Assignment and Assumption of Master Lease

This Assignment and Assumption of Master Lease made this 30th day of April, 1998 by and between Vencor Healthcare, Inc (which will change its name to "Vencor, Inc."), a Delaware corporation ("Assignor"), and Vencor Operating, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to a certain Lease Agreement (as the same has been amended, modified and/or supplemented to date, the "Master Lease") dated as of April 30, 1991 by and between Vencor, Inc. (which will change its name to "Ventas, Inc."), a Delaware corporation, First Healthcare Corporation, a Delaware corporation, Nationwide Care, Inc., an Indiana corporation, Northwest Health Care, Inc., an Idaho corporation, Hillhaven of Central Florida, Inc., a Delaware corporation, Vencor Hospitals East, Inc., a Delaware corporation, Hahnemann Hospital, Inc., a Delaware corporation, Hillhaven/Indiana Partnership, a Washington general partnership, Carrollwood Care Center, a Tennessee general partnership, New Pond Village Associates, a Massachusetts general partnership, St. George Nursing Home Limited Partnership, an Oregon limited partnership, San Marcos Nursing Home Partnership, a California general partnership, Vencor Hospitals Illinois, Inc., a Delaware corporation, Windsor Wood Nursing Home Partnership, a Washington general partnership, Health Haven Associates, L.P., a Rhode Island limited partnership, Oak Hill Nursing Associates, L.P., a Rhode Island limited partnership, and Ventas Realty, Limited Partnership, a Delaware limited partnership, as Landlord, and Assignor (together with its permitted assigns, including Assignee), as Tenant, which Master Lease covers the properties as more particularly described in Exhibit A attached thereto and made a part hereof, together with all of Assignor's rights and appurtenances thereto, and all of Assignor's right, title and interest in and to all improvements located thereon, and Assignee wishes to assume same;

NOW THEREFORE, Know All Men By These Presents, that Assignor in consideration of Ten Dollars (\$10), and other good and valuable consideration receipt of which is

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hereby acknowledged, paid by Assignee, hereby assigns unto Assignee all of Assignor's right, title and interest in and to the Master Lease together with all of Assignor's rights and appurtenances thereto, and all of Assignor's right, title and interest in and to all improvements located thereon.

TO HAVE AND TO HOLD THE SAME unto Assignee, its successors and assigns, from the date of this Assignment.

Assignee hereby assumes all of Assignor's obligations under the Master Lease and agrees to be bound by its terms, subject to the condition that (i) Assignee's obligations and liabilities under the Master Lease shall be limited to those obligations and liabilities accruing subsequent to the date hereof and arising due to acts or omissions occurring subsequent to the date hereof and (ii) Assignor shall not be released from its obligations under the Master Lease, and Assignor shall be jointly and severally liable for such obligations due thereunder.

Assignor represents to Assignee that Assignor is the sole tenant under the Master Lease and has not assigned its interest under the Master Lease to any party.

This Agreement shall be governed by and construed in accordance with the laws of the state of New York. Any legal suite, action or proceeding against any party arising out of or relating to this Agreement shall be instituted in any Federal or Commonwealth court in the Commonwealth of Kentucky. Each party hereby (i) irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, and (ii) irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 16 TO 25 IN BLOCK 16 AND LOTS 16 TO 21 IN BLOCK 17 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 33 FEET LYING SOUTH OF THE NORTHWESTERN ELEVATED RAILROAD CO'S RIGHT OF WAY) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 22 TO 25 IN BLOCK 17 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 33 FEET LYING SOUTH OF THE NORTHWESTERN ELEVATED RAILROAD CO'S RIGHT OF WAY) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 5, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 IN A. S. TERRILL'S SUBDIVISION OF BLOCK 6 IN SUPERIOR COURT PARTITION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 13-13-231-030-0000, 13-13-231-031-0000, 13-13-231-032-0000, 13-13-232-027-0000, 13-13-232-028-0000, 13-13-232-029-0000, 13-13-232-032-0000, 13-13-231-033-0000, 13-13-401-005-0000, 13-13-401-006-0000, 13-13-401-010-0000, 13-13-401-012-0000 and 13-13-401-041-0000

Address of Real Estate: 2544 West Montrose Avenue,
Chicago, Illinois 60618