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Prepared by:

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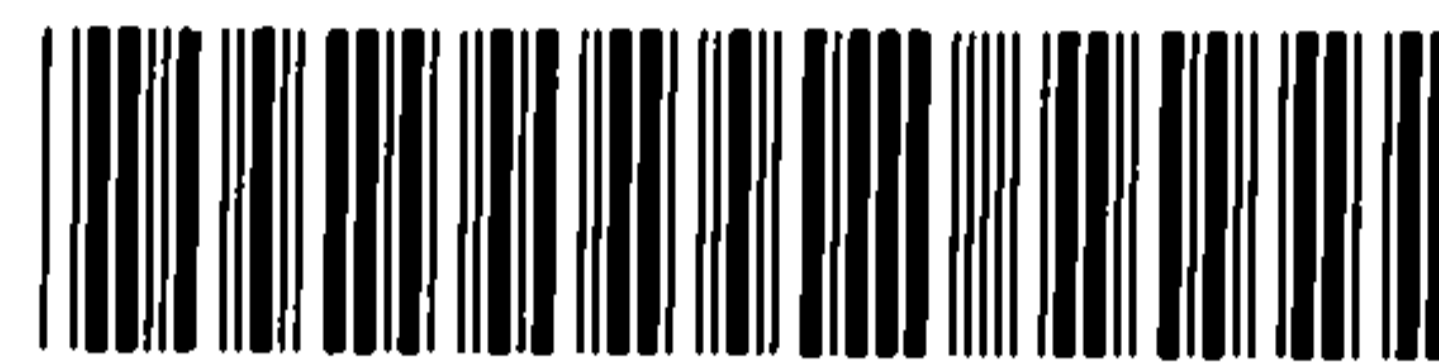
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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

DCOURSEY Receipt#1554507

Doc Stamp-Deed: 325,500.00



2012143747

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### ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

DATE: November 1, 2012 (the "Conveyance Date")

ASSIGNOR: WALDEMERE VENTURES, LLC, a Florida limited liability company

ASSIGNEE: Health Care REIT, Inc., a Delaware corporation

#### RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of September 25, 2012 (the "Purchase Agreement"), wherein Assignor agreed to assign all of its right, title and interest in and to the Ground Lease (as defined in the Purchase Agreement) and the Leasehold Interest (as defined in the Purchase Agreement) and sell the other Property (as defined in the Purchase Agreement) to Assignee and Assignee has agreed to assume the Leasehold Interest and buy the other Property.

WHEREAS, Assignee desires to assume and Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Ground Lease and the Leasehold Interest, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Leasehold Interest").

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

1. Assignment. Assignor conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Ground Lease and the Leasehold Interest.

2. Assumption. Assignee assumes and agrees to be bound by all of Assignor's liabilities and obligations pursuant to the Ground Lease, if any, and agrees to perform and

observe all of the covenants and conditions contained in the Ground Lease, from and after the Conveyance Date.

3. Indemnification. Assignee further covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Ground Lease or out of any other facts connected with the Ground Lease, occurring or alleged to have occurred on and after the Conveyance Date. Assignor covenants and agrees to indemnify and hold harmless Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Ground Lease or out of any other facts connected with the Ground Lease, occurring or alleged to have occurred before the Conveyance Date.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. Construction; Definitions. This Assignment shall be construed according to the laws of the State of Florida. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.


6. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.


7. Non-Recourse. Assignee agrees that the liability of Assignor under this Assignment, the Purchase Agreement, and any other agreement, document, certificate or instrument delivered by Seller and Buyer, or under any law applicable to the Property or this transaction, shall be limited as provided in of the Purchase Agreement.

*[Remainder of Page Intentionally Blank]*

DATED as of the day and year first above written.

WITNESSES:

Signature   
Print Name LOLA E. SHEA

Signature   
Print Name MELISSA COSTELLO

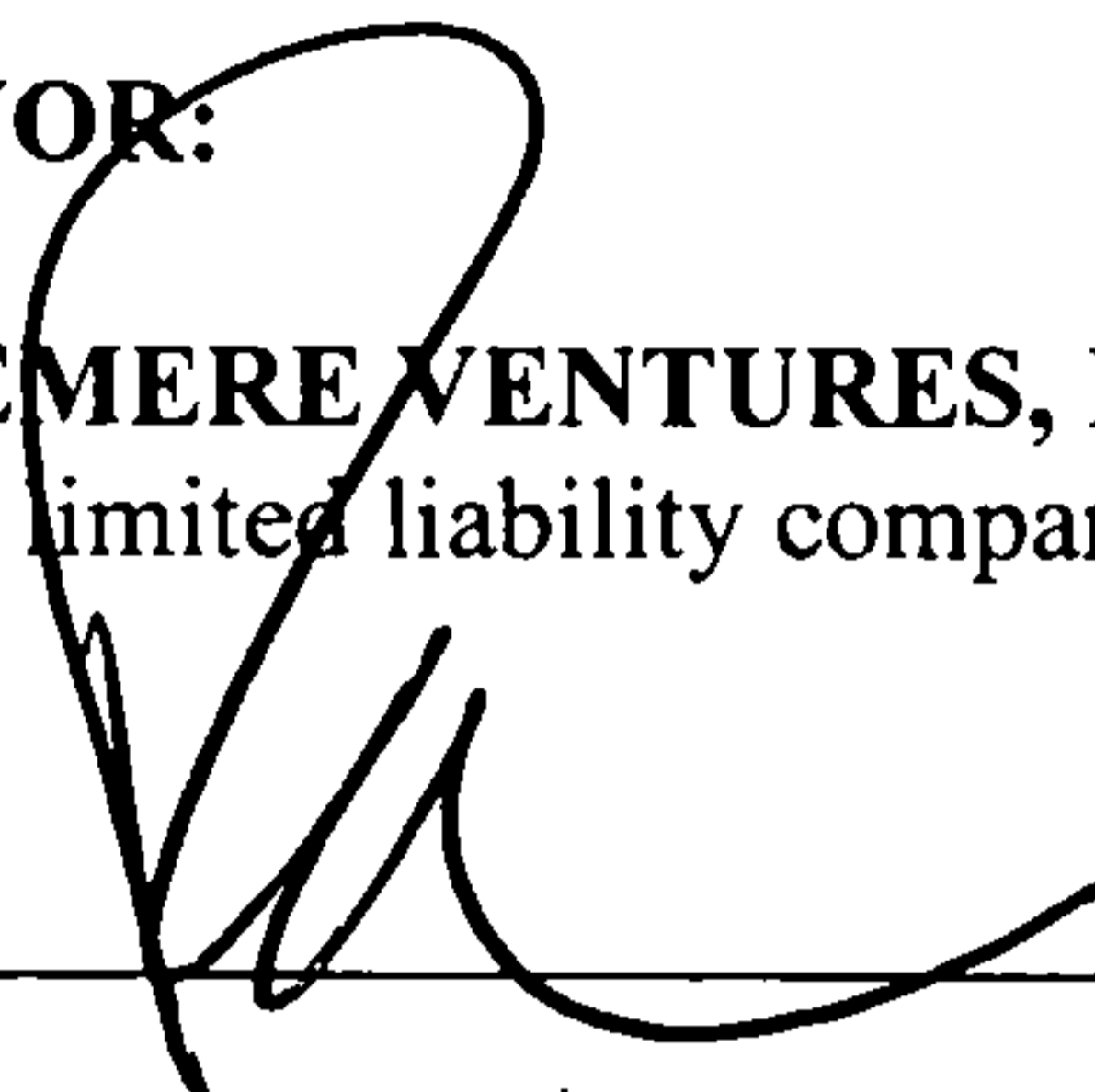
WITNESSES:

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

ASSIGNOR:

**WALDEMERE VENTURES, LLC,**  
a Florida limited liability company

By: 

Name: PAUL R. MARCUS

Title: MANAGER

ASSIGNEE:

**HEALTH CARE REIT, INC.**

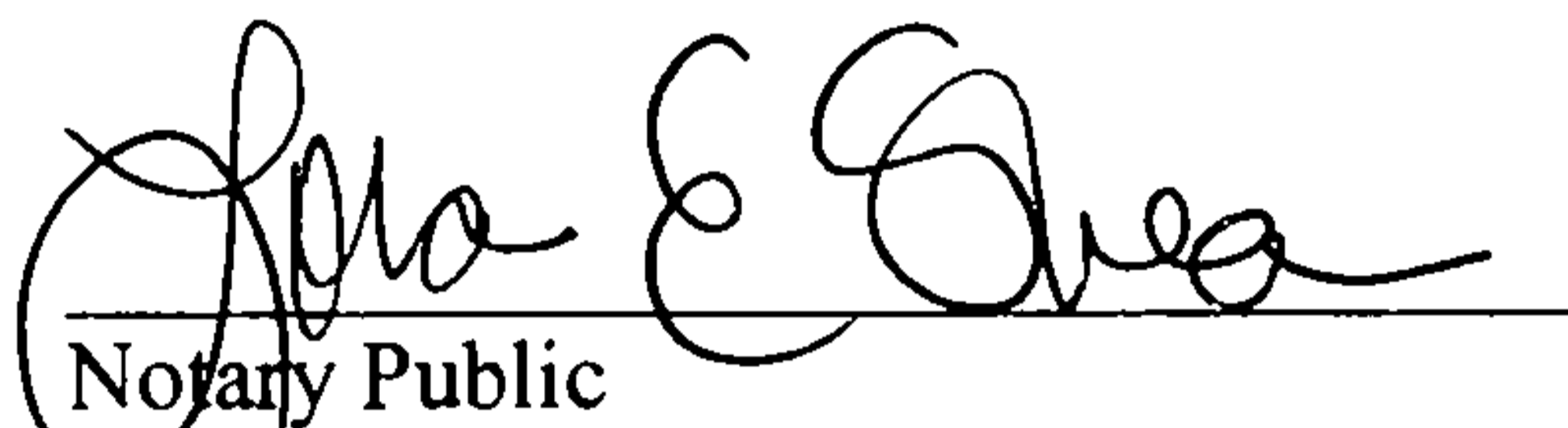
By: \_\_\_\_\_  
Erin C. Ibele  
Senior Vice President – Administration  
and Corporate Secretary



COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss:

On this 30 day of OCTOBER, 2012, before me, the undersigned notary public, personally appeared Paul R. Marcus, as Manager of Waldemere Ventures, LLC, a Florida limited liability company, proved to me through satisfactory evidence of identification, which was KNOWN TO ME, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as stated above.



Notary Public

Print Name: LARA E. SHEA

My Commission Expires: DECEMBER 14, 2012

DATED as of the day and year first above written.

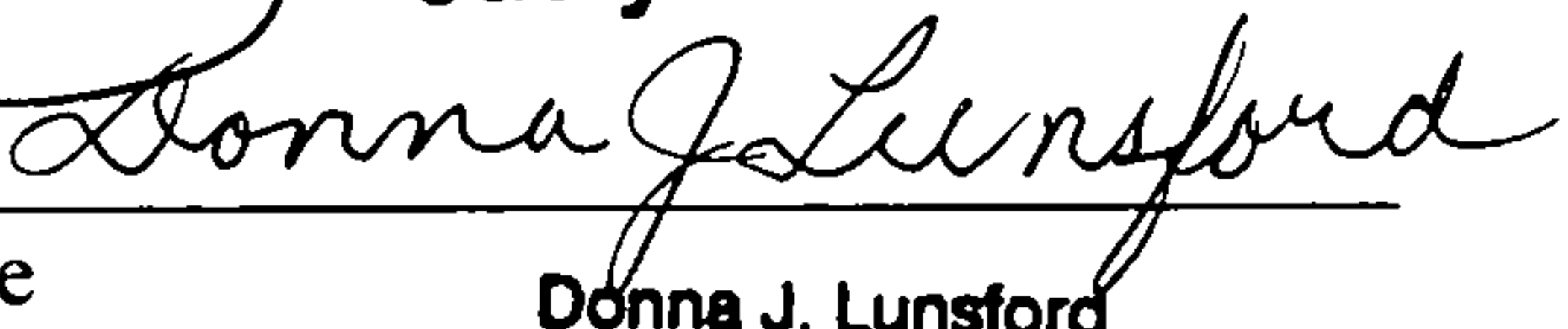
WITNESSES:

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

WITNESSES:

Signature  \_\_\_\_\_  
Print Name **Jaclyn R. Gawrych**

Signature  \_\_\_\_\_  
Print Name **Donna J. Lunsford**

ASSIGNOR:

**WALDEMERE VENTURES, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

**HEALTH CARE REIT, INC.**

By:  \_\_\_\_\_

Erin C. Ibele  
Senior Vice President – Administration  
and Corporate Secretary

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2012, by Erin C. Ibele, the Senior Vice President-Administration and Corporate Secretary of Health Care REIT, Inc., a Delaware corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[SEAL]



**Jaclyn R. Gawrych**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
June 8, 2016



## EXHIBIT A

### LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5 and a portion of Lots 6, 7 and 9 of the plat titled A Resubdivision of Block B, Pine Grove as recorded in Plat Book 3, Page 93 of the Public Records of Sarasota County, Florida and more particularly described as follows:

Begin at the southwest corner of said plat, A Resubdivision of Block B, Pine Grove, also being the intersection of the north right-of-way of Waldemere Street (a variable width public right-of-way, fifty feet wide in this location) and the east right-of-way of Lasula Court (a forty-foot-wide public right-of-way); thence N. 00°62'22" W. along the west line of said plat, A Resubdivision of Block B, Pine Grove, also along said east right-of-way of Lasula Court, a distance of 290.77 feet to the northwest corner of said plat, A Resubdivision of Block B, Pine Grove, also to the south right-of-way of Floyd Street (a forty-foot-wide public right-of-way); thence S. 89°52'25" E. along the north line of said plat, A Resubdivision of Block B, Pine Grove, also along said south right-of-way of Floyd Street, a distance of 205.70 feet to the northerly extension of a line along the east exterior face of the Waldemere Medical Plaza building; thence S. 00°12'03" W. along said east exterior face of the Waldemere Medical Plaza building, and its northerly and southerly extension, a distance of 101.49 feet to the north exterior face of the Cape Surgery building; (the following three (3) calls are along said north exterior face of the Cape Surgery building): (1) thence N. 89°54'18" W., a distance of 56.66 feet; (2) thence N. 00°12'03" E., a distance of 0.80 feet; (3) thence N. 00°55'56" W., a distance of 4.65 feet to the approximate centerline of the party wall between the Waldemere Medical Plaza building and the Cape Surgery building; (the following six (6) calls are along said approximate centerline): (1) thence S. 00°14'22" W., a distance of 60.68 feet; (2) thence N. 89°47'30" W., a distance of 14.89 feet; (3) thence S. 00°03'40" W., a distance of 22.10 feet; (4) thence S. 49°18'05" E., a distance of 7.94 feet; (5) thence S. 00°22'24" W., a distance of 26.42 feet; (6) thence S. 78°30'29" W., a distance of 1.57 feet; thence S. 00°10'35" W., a distance of 12.38 feet; thence S. 52°13'31" E., a distance of 5.49 feet; thence S. 00°10'35" W. a distance of 59.78 feet to the abovementioned north right-of-way of Waldemere Street; thence N. 89°49'25" W., along said north right-of-way of Waldemere Street, a distance of 136.76 feet to the POINT OF BEGINNING.

Together with non exclusive easements that benefit the foregoing lands pursuant to Easements Agreement ("Easement Agreement") recorded in Official Records Instrument Number 2008014512 and identified therein as Easements B, C, D, E, F, H, I, and J, and the non exclusive easement described in Section 2.12 of the Easement Agreement, together with a non exclusive parking easement concerning the property described as Lots 20 through 33, Block A, Pine Grove, as per plat thereof recorded in Plat Book 2, Page 181, Public Records of Sarasota County, Florida, as set forth in Section 2.11 of the Easement Agreement.

Together with non exclusive rights in areas designated as A-1 and A-2 of the Easement Agreement pursuant to Interlocal Agreement with the City of Sarasota as recorded in Official Records Instrument Number 2008011630, as amended by First Amendment to Inter-Local Agreement recorded in Official Records Instrument Number 2008101656 of the Public Records of Sarasota County, Florida.