

ASSIGNMENT AND ASSUMPTION OF SPECIAL PERMISSION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SPECIAL PERMISSION AGREEMENT (this "Assignment"), made as of this ____ day of June, 2014, by and between **OHIO MEDICAL DEVELOPMENT LLC**, a Wisconsin limited liability company, having an address at c/o Synergy Property Management LLC, 4131 West Loomis Road, Suite 210, Greenfield, Wisconsin 53221 ("Assignor"), **LAKESHORE MEDICAL PROPERTIES LLC**, a Delaware limited liability company, having an address at 101 Old Short Hills Road, Suite PH-1, West Orange, NJ 07052 ("Assignee") and the **CITY OF MILWAUKEE**, a municipal corporation ("City").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Assignor and Assignee dated March 14, 2014 (the "Agreement"), Assignee shall purchase all of Assignor's right, title and interest in that certain parcel of land lying and being situated in the city of Milwaukee and being more particularly described in Exhibit "A" attached hereto (the "Land"), all improvements and buildings situated thereon (collectively "Improvements");

WHEREAS, pursuant to the Agreement, in addition to the Land, Assignor shall convey to Assignee, its rights, title and interest in all adjacent streets, roads, alleyways, easements, covenants and agreements or rights benefitting the Land or Improvements;

WHEREAS, City and Assignee are parties to that certain Special Permission Agreement dated December 13, 1999 and recorded in the Office of the Milwaukee County Registrar's Office as document number 7868281 (the "SPA"), pursuant to which Assignor has certain rights and obligations in connection with a portion of a public alley legally described in Exhibit "B" (the "SPA Area") and a copy of which SPA is attached hereto as Exhibit "C";

WHEREAS, the SPA may be assigned by the Assignor to the Assignee provided the City provides written consent to such assignment;

WHEREAS, in accordance with the provisions of the Agreement, Assignor and Assignee desire to effectuate this Assignment simultaneously with the sale and transfer of title to the Land; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, sets over and transfers to Assignee all of Assignee's right, title and interest in, to the SPA Area and under the SPA. Assignor warrants that it possesses the rights to the SPA Area and that it has the full and complete power and authority to grant this Assignment. Assignor makes no other representations or warranties regarding the SPA or the SPA Area. Assignor, at no cost to Assignor, shall

perform all such acts (including without limitation executing and delivering instruments and documents) as reasonably may be necessary to fully effectuate the intent and purpose of this Assignment.

2. Indemnification; Assumption.

(a) Assignor retains all of the liabilities and obligations of Assignor under the SPA arising or accruing prior to the date hereof. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any loss, cost, claim, liability or expense of whatever kind or nature under the SPA arising or accruing prior to the date hereof.

(b) Assignee hereby assumes all of the liabilities and obligations of Assignor under the SPA arising or accruing from and after the date hereof. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any loss, cost, claim, liability or expense of whatever kind or nature under the SPA arising or accruing on or subsequent to the date hereof.

3. Consent to this Assignment. Pursuant to paragraph 14 of the SPA, City hereby consents to the assignment of the SPA from Assignor to Assignee.

4. City Representations. The City hereby represent that (a) the SPA is in full force and effect, (b) no default exists on the part of Assignor under the SPA, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default, and (c) the SPA has not been amended, modified or supplemented, and has not been superseded.

5. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Agreement, shall be binding upon and inure to the benefit of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Wisconsin, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

OHIO MEDICAL DEVELOPMENT LLC

By: _____
Randall G. Erkert, Manager

ASSIGNEE:

LAKESHORE MEDICAL PROPERTIES LLC

By: _____
Name:
Title:

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Jim Owcarski, City Clerk

Countersigned:

By: _____
Martin Matson, Comptroller

City Common Council Resolution File No. _____ adopted _____, 2014.

CITY ATTORNEY APPROVAL/AUTHENTICATION

_____, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. § 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

EXHIBIT A

Legal Description of the Land

Parcel 1 of Certified Survey Map No. 6773, recorded on January 31, 2000, as Document No. 7868279, being a division of Lot 1, Block 1 in Art Levin Subdivision and lands in the Southeast 1/4 of the Northwest 1/4 of Section 18, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No: 534-0921-3

Address: 3305 S. 20th Street

EXHIBIT B

Legal Description of SPA Area

That part of open alley in the Northwest 1/4 of Section 18, Township 6 North, Range 22 East, described as follows: Commencing at the northeast corner of Lot 2 in Block 1 of Art Levin Subdivision, a recorded subdivision, in said 1/4 Section; thence Westerly, along the north line of Lot 2 and its westerly extension, to a point lying 18.00 feet west of, as measured normal to, the west line of said subdivision; thence Northerly, parallel to said west line, to a point lying 34.00 feet north of, as measured normal to, the north line of Lot 2 and its westerly extension; thence Easterly, parallel to the north line of Lot 2, to a point in the east line of said subdivision, also being the west line of South 20th Street; thence Southerly, along the east line of said subdivision, to the point of commencement.

EXHIBIT C

Special Permission Agreement

See attached.