

Constantino, Mike

12-083

From: John Kniery [JKniery@foleyandassociates.com]
Sent: Monday, February 25, 2013 5:02 PM
To: Kendrick, Alexis; Constantino, Mike
Cc: Christopher J. Lukaart; Ed Grogg; Abraham Gutnicki; blevinson@plthc.com
Subject: FW: completion report1
Attachments: Assignment and Assumption of Walsh AIA Contract (Springfield).pdf

RECEIVED

FEB 26 2013

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

Ms. Kendrick: Please let me know if this answers your question. Thanks.

John P. Kniery

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From: Christopher J. Lukaart [mailto:CLukaart@mainstreetcap.net]
Sent: Monday, February 25, 2013 4:36 PM
To: John Kniery; Ed Grogg; Abraham Gutnicki; blevinson@plthc.com
Subject: RE: completion report1

There was the attached Assignment of the construction contract from MPG to MS Springfield (which of course then converted to MS Springfield, L.P.).

CJ



mainstreet™

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From: John Kniery [<mailto:JKniery@foleyandassociates.com>]
Sent: Monday, February 25, 2013 4:48 PM
To: Christopher J. Lukaart; Ed Grogg; Abraham Gutnicki; blevinson@plthc.com
Subject: completion report1

I heard back from the State and their one and only question is why the G702 form list Mainstreet Properties entity. They want to know who is that entity and how it fits in. I think that Abe should probably call Alexis Kendrick at the State to explain this issue. Please advise.

John P. Kniery

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ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Assignment"), is entered into this 19th day of October, 2011 ("Effective Date"), by and between **Mainstreet Property Group, LLC**, an Indiana limited liability company ("Assignor") and **MS Springfield, LLC**, an Indiana limited liability company ("Assignee") and consented to by **Walsh Construction Company II, LLC** ("Walsh").

RECITALS:

- A. Assignor and Walsh are parties to an AIA Construction Agreement dated as of September 30, 2011 (the "Contract"), pursuant to which Assignor and Walsh have agreed to the certain terms concerning the construction of short stay rehab facility located on certain real estate in the City of Springfield, Illinois and commonly known as 3089 Old Jacksonville Road (the "Real Estate").
- B. Pursuant to the Contract Assignor may assign the Contract with the consent of Walsh.
- C. Assignor was erroneously identified in the Contract as "Mainstreet Properties Group, Inc."
- D. Assignor desires to assign, and Assignee desires to accept the assignment of the Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises the mutual covenants herein set forth, and other good and valuable consideration, the receipt, legal adequacy and sufficiency of which are hereby acknowledged, it is agreed:

1. **Assignment of Contract.** As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title, interest, duties and obligations in, to and under the Contract.
2. **Acceptance and Assumption.** As of the Effective Date, Assignee hereby accepts the assignment of the Contract and hereby assumes all of Assignor's rights, duties, interest, obligations and responsibilities in, to and under the Contract accruing on and after the Effective Date, and Assignee covenants and agrees to timely and fully comply with, pay and perform the Contract from and after the Effective Date, and hereby agrees to indemnify, defend and hold harmless Assignor with respect to the Contract, including all expenses, charges and liabilities, costs of defense and reasonable attorneys' fees.
3. **Benefit; Additional Instruments.** This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their successors and assigns. The parties shall

execute and deliver such further and additional instruments, agreements, documents and other writings as may be necessary to evidence or carry out the provisions of this Assignment.

4. **Entire Agreement; Amendment.** This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the assignment and assumption of the Contract and supersedes all prior negotiations, commitments, agreements and understandings made by the parties hereto relating to the subject matter hereof. This Assignment may not be amended or modified except by a writing signed by the parties hereto.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provisions.

6. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective deliver thereof.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

MAINSTREET PROPERTY GROUP, LLC,
an Indiana limited liability company

By: Mainstreet Asset Management, Inc.,
an Indiana corporation
Its: Manager

By: 
Paul Ezekiel Turner, President

ASSIGNEE:

MS SPRINGFIELD, LLC,
an Indiana limited liability company

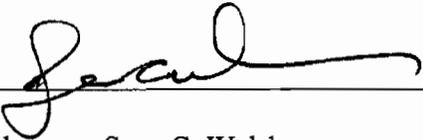
By: Mainstreet Asset Management, Inc.,
an Indiana corporation
Its: Manager

By: 
Paul Ezekiel Turner, President

CONSENT AND JOINDER

The undersigned, as "Contractor" under the Contract hereby joins in the execution of this Assignment for the purpose of consenting thereto and for the further purpose of agreeing to be bound by and subject to the respective rights, obligations and duties of the parties hereunder. Furthermore, the undersigned also hereby acknowledges that under the Contract the "Owner" is erroneously shown as "Mainstreet Properties Group, Inc." and agrees that the intent was for the "Owner" to be Mainstreet Property Group, LLC, an Indiana limited liability company.

Walsh Construction Company II, LLC,
an Illinois limited liability company

By:  _____

Printed: Sean C. Walsh

Title: President

EXHIBIT A

[Attach Contract]