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Cross Reference

2014006762 ASSIGNMENT \$27.00
02/24/2014 03:39:50P 7 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented
[Barcode]

the Memorandum of Collateral Assignment referenced herein is recorded in the Office of the Hamilton County Recorder (the "Recorder's Office") as Instrument No. 2010027237.

The Real Estate Mortgage, Security Agreement, Assignment, and Fixture Filing referenced herein is recorded in the Recorder's Office as Instrument No. 2010053112, which is a "re-recording" of the Real Estate Mortgage, Security Agreement, Assignment, and Fixture Filing recorded in the Recorder's Office as Instrument No. 2010027238. The foregoing Real Estate Mortgage, Security Agreement, Assignment, and Fixture Filing amended, restated, and superseded in its entirety that certain Real Estate Mortgage, Security Agreement, Assignment, and Fixture Filing recorded as Instrument No. 2007027805 in the Recorder's Office.

**CONFIRMATION OF ASSIGNMENT
(CTDC to 4CDC)**

This Confirmation of Assignment (CTDC to 4CDC) (the "Confirmation"), executed this 5th day of June, 2013, by Carmel Theater Development Company, LLC ("CTDC"), Witnesses:

Recitals

WHEREAS, in June, 2010, CTDC obtained the CTDC/UFB Loan;

WHEREAS, to secure the CTDC/UFB Loan, CTDC collaterally assigned to UFB the interests of CTDC in: (a) the Installment Contract; and (b) the Loan Interests; pursuant to the Collateral Assignment;

WHEREAS, as additional security, UFB required the execution of the UFB/BJS Note and the UFB/BJS Mortgage, which replaced and superseded the FFB Notes and the FFB Mortgage in their entirety;

WHEREAS, the replacement of the FFB Notes and the FFB Mortgage with the UFB/BJS Note and the UFB/BJS Mortgage had no effect on the existence of the Loan Interests, which remained collaterally assigned to UFB pursuant to the Collateral Assignment;

WHEREAS, on December 27, 2012: (a) CRC prepaid in full all of its obligations under the Installment Contract; and (b) CTDC repaid the CTDC/UFB Loan in full;

WHEREAS, pursuant to the CA Release Confirmation, UFB confirmed that, as of December 27, 2012: (a) the Collateral Assignment was terminated; (b) the Loan Interests were released by UFB to CTDC; and (c) CTDC owned the Loan Interests free and clear of any rights or interests of UFB;

WHEREAS, the repayment of the CTDC/UFB Loan, and the termination of the Collateral Assignment, did not have any effect on the UFB/BJS Note or the UFB/BJS Mortgage, which remained in full force and effect, with CTDC in the position of the "Lender" and the "Mortgagee", respectively;

WHEREAS, because CRC had satisfied in full all of its obligations under the Installment Contract, CRC was entitled to receive CTDC's rights and interests in and to the Loan Interests;

WHEREAS, pursuant to the Designation, CRC designated 4CDC as the party to which CTDC should assign its rights and interests in and to the Loan Interests;

WHEREAS, pursuant to the Assignment, CTDC assigned its rights and interests in and to the Loan Interests to 4CDC; and

WHEREAS, CTDC wishes to confirm the foregoing assignment of the Loan Interests;

Confirmation

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, CTDC agrees as follows:

1. Definitions.

4CDC shall mean Carmel City Center Community Development Corporation.

Assignment shall mean that certain Assignment of Acquisition Property (Parcel 10) executed by and between CTDC and 4CDC and dated December 27, 2012, a copy of which is attached hereto as Exhibit A.

CA Memorandum shall mean that certain Memorandum of Collateral Assignment recorded as Instrument No. 2010027237 in the Recorder's Office.

CA Release Confirmation shall mean that certain Confirmation of Release (Collateral Assignment) of even date herewith executed by UFB, which will be recorded in the Recorder's Office.

Collateral Assignment shall mean that certain Collateral Assignment, Lock Box, and Security Agreement executed by and among UFB, CTDC, and CRC and dated June 10, 2010.

CRC shall mean The City of Carmel Redevelopment Commission.

CTDC/UFB Loan shall mean a loan from UFB to CTDC to finance the acquisition of the Property, which loan was secured by assignments of the Installment Contract and the Loan Interests.

Designation shall mean that certain Notice of Designation dated December 27, 2012, a copy of which is attached hereto as Exhibit B.

FFB shall mean First Financial Bank, NA.

FFB Mortgage shall mean, collectively, that certain: (a) Real Estate Mortgage recorded as Instrument No. 200002805 in the Recorder's Office; and (b) Assignment of Lease and Rents recorded as Instrument No. 200002806 in the Recorder's Office. The FFB Mortgage has been amended, restated, and superseded in its entirety by the UFB/BJIS Mortgage.

FFB Notes shall mean the promissory notes executed by BJS, LLC, in favor of FFB in connection with the FFB Loans. The FFB Notes have been amended, restated, and superseded in their entirety by the UFB/BJIS Note.

Installment Contract shall mean that certain Installment Contract (Shapiro Loan Interests and Property) by and between CRC and CTDC and dated June 10, 2010, pursuant to which CRC agreed to purchase the Property from CTDC on an installment basis.

Loan Interests shall mean the interest of the "Lender" and the "Mortgagee" under the FFB Note and the FFB Mortgage, as amended, restated, and superseded in their entirety by the UFB/BJIS Note and the UFB/BJIS Mortgage, respectively.

Property shall mean the Loan Interests, together with certain other property.

Recorder's Office shall mean the Office of the Hamilton County Recorder.

UFB shall mean United Fidelity Bank.

UFB/BJs Mortgage shall mean that certain Real Estate Mortgage, Security Agreement, Assignment, and Fixture Filing: (a) recorded as Instrument No. 2010027238 in the Recorder's Office; and (b) re-recorded as Instrument No. 2010053112 in the Recorder's Office. The UFB/BJs Mortgage amends, restates, and supersedes the FFB Mortgage in its entirety.

UFB/BJs Note shall mean that certain Promissory Note executed by BJS in favor of UFB. The UFB/BJs Note amends, restates, and supersedes the FFB Notes in their entirety.

2. Confirmation. CTDC confirms that: (a) pursuant to the Assignment, it has assigned its rights and interests in and to the Loan Interests to 4CDC; (b) CTDC no longer has any rights or interests in or to the Loan Interests; and (b) as a result of the Assignment, 4CDC assumed the position of the "Lender" and the "Mortgagee" with respect to the UFB/BJs Note and the UFB/BJs Mortgage, respectively.

3. Release. Because: (a) the Collateral Assignment was terminated as of December 27, 2012; and (b) pursuant to the CA Release Confirmation, UFB: (i) confirmed such release; and (ii) consented to the release of the CA Memorandum from the record; CTDC hereby releases the CA Memorandum from the record.

IN WITNESS WHEREOF, CTDC has executed this Confirmation as of the date set forth above.

CARMEL THEATER DEVELOPMENT
COMPANY, LLC

By: REI Real Estate Services, LLC, Sole
Member

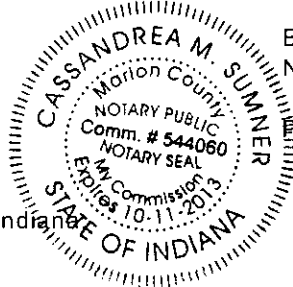
By: Jeffrey S. Sporleder
Jeffrey S. Sporleder, CFO

ACKNOWLEDGMENT

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Jeffrey S. Sporleder, the CFO of REI Real Estate Services, LLC, the Sole Member of Carmel Theater Development Company, LLC, who acknowledged the execution of the foregoing Confirmation of Assignment (CTDC to 4CDC) on behalf of such entity.

WITNESS my hand and Notarial Seal this 5th day of June, 2013.



By: Cassandra M. Sumner
Notary Public

Printed Name: Cassandra M. Sumner

I am a resident of Marion County, Indiana

My commission expires 10-11-2013

This instrument was prepared by Jennifer R. Shoup, Attorney-At-Law, Wallack Somers & Haas, One Indiana Square, Suite 1500, Indianapolis, Indiana 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Jennifer R. Shoup

Exhibit A

**ASSIGNMENT OF ACQUISITION PROPERTY
(Parcel 10)**

This Assignment of Acquisition Property (the "Assignment"), executed this 27th day of December 2012, by and between Carmel Theater Development Company, LLC ("CTDC") and Carmel City Center Community Development Corporation ("4CDC"), Witnesses:

Recitals

WHEREAS, United Fidelity Bank ("UFB") and CTDC have entered into that certain Assignment of Acquisition Property dated as of the date hereof pursuant to which UFB assigned the Acquisition Property to CTDC;

WHEREAS, in connection with the Loan, UFB, CTDC, and The City of Carmel Redevelopment Commission ("CRC") executed that certain Tri-Party Agreement dated June 10, 2010 (the "Tri-Party Agreement");

WHEREAS, pursuant to the Tri-Party Agreement: (a) the Base Purchase Price was paid to UFB by, or on behalf of, CTDC; and (b) UFB assigned to CTDC all of its right, title, and interest in the Acquisition Property;

WHEREAS, CTDC desires to assign to 4CDC (as the designee of CRC) all of its right, title, and interest in the Acquisition Property; and

WHEREAS, the parties desire to execute this Assignment;

Agreement


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, 4CDC and CTDC agree as follows:

1. **Tri-Party Agreement.** CTDC releases CRC from all of its obligations to CTDC under the Tri-Party Agreement. All capitalized terms used in this Assignment and not defined herein, shall have the meanings ascribed to them in the Tri-Party Agreement.
2. **Assignment.** CTDC assigns and transfers to 4CDC, and 4CDC hereby accepts the assignment and transfer of, all of CTDC's right, title, and interest in the Acquisition Property.
3. **Representations.** CTDC hereby represents and warrants that: (a) it has the right to assign and transfer its right, title, and interest in the Acquisition Property to 4CDC; (b) CTDC is not in default under the Loan Documents; and (c) CTDC is not aware of any valid defenses or offsets of BJS, LLC to: (i) enforcement by UFB or an assignee of the Acquisition Property; (ii) collection by CTDC or an assignee of any amounts due under the Acquisition Property; and/or (iii) exercise by CTDC or an assignee of the rights and remedies afforded by the Indiana Code to mortgagees and/or secured parties (including, without limitation, the right and remedy of foreclosing or enforcing the BJS Mortgage or any lien, security interest, or collateral assignment on or of the collateral for the Loan); subject to bankruptcy, insolvency, reorganization, moratorium, and similar laws in effect from time to time and effecting the enforcement rights of creditors generally.
4. **Further Assignment.** CTDC acknowledges that: (a) the Acquisition Property may be further assigned; (b) the representations and warranties made by it in Section 3 will run with such further assignments; and (c) accordingly, subsequent assignees of the Acquisition Property shall have the right to enforce such representations and warranties, as if such representations and warranties had been made directly to such assignees.

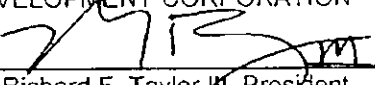
above. IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth

CARMEL THEATER DEVELOPMENT
COMPANY, LLC

By: REI Real Estate Services, LLC, sole
member

By: 
Jeffrey S. Sporkeder, CFO

CARMEL CITY CENTER COMMUNITY
DEVELOPMENT CORPORATION

By: 
Richard F. Taylor III, President

NOTICE OF DESIGNATION

This Notice of Designation (the "Notice"), executed by The City of Carmel Redevelopment Commission ("CRC"), and Carmel City Center Community Development Corporation ("4CDC"), this 27th day of December, 2012 (the "Effective Date"), WITNESSES:

Recitals

WHEREAS, CRC and Carmel Theater Development Company, LLC (the "Developer") have entered into that certain Installment Purchase Contract (Shapiro Loan Interests and Property), dated June 10, 2010 (the "Installment Contract");

WHEREAS, pursuant to the Installment Contract, Developer is to transfer to CRC, and CRC is to purchase from Developer, the Acquisition Property; and

WHEREAS, CRC has designated 4CDC to receive, on behalf of CRC, the Acquisition Property from Developer, in accordance with the terms and conditions of the Installment Contract;

Notice

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, CRC notifies Developer as follows:

1. **Designation.** CRC hereby designates 4CDC to receive, on behalf of CRC, the Acquisition Property, in accordance with the terms and conditions of the Installment Contract, which 4CDC hereby accepts.

2. **Miscellaneous.** All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Installment Contract. This Notice shall be governed by, and construed in accordance with, the laws of the State of Indiana. Each of the undersigned certifies that: (a) he or she is a duly authorized representative of CRC or 4CDC, as the case may be; (b) he or she has been fully authorized and empowered to execute and deliver this Notice; and (c) CRC or 4CDC, as the case may be, has full capacity to assume and agree to perform all of the obligations to be performed by the terms of this Notice. This Notice may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, CRC and 4CDC have executed this Notice as of the Effective Date.

CRC:

THE CITY OF CARMEL REDEVELOPMENT
COMMISSION

By: 

William Hammer, President

4CDC:

CARMEL CITY CENTER COMMUNITY
DEVELOPMENT CORPORATION

By: 

Richard F. Taylor III, President