


Prepared by:



John M. Baird, Esq.

jBairdlaw

4117 Hillsboro Pike, Suite 103-165

Nashville, TN 37215

RECORD AND RETURN TO:

RA Valleydale, LLC

c/o REI Capital, LLC

115 Penn Warren Drive, Suite 300-385

Brentwood, TN 37027

Tax Parcels: #58-10-5-15-0-001-039; 58-10-5-15-0-001-038.004; 58-10-5-15-0-001-038.003; 58-10-5-15-0-001-038

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, dated and effective as of _____, 2011 (this "Assignment"), is entered into by and between **GOLDEN GATE PARTNERS, LLC, a Florida limited liability company**, and **RMC JAX, LLC, a Florida limited liability company**, as joint tenants, (collectively, the "Assignors") and **RA VALLEYDALE, LLC, a Florida limited liability company** ("Assignee"), , whose mailing address is 115 Penn Warren Drive, Suite 300-385, Brentwood, TN 37027.

RECITALS

A. Assignors, as successors in interest to Harco, Inc., an Alabama corporation, and Sovereign RA, LLC, a Delaware limited liability company, are parties to that certain ground lease dated as of November 1, 2005 by and between Babington Properties, L.P., an Alabama limited partnership, as landlord, and Harco, Inc., as tenant (the "Ground Lease"); as evidenced by a Memorandum of Lease dated November 1, 2005 by and between Babington Properties, LP and Harco, Inc. as recorded in Instrument # 20051209000639710 in the Probate Office of Shelby County, Alabama, as assigned by that certain Assignment and Assumption of Ground Lease dated November 22, 2005 by and between Harco, Inc., as Assignor, and Sovereign RA, LLC, as Assignee, as recorded in Instrument # 20051209000639720 in the Probate Office of Shelby County, Alabama, and as further assigned by that certain Assignment and Assumption of Ground Lease dated March 31, 2006 by and between Sovereign RA, LLC, as Assignor, and Golden Gate Partners, LLC and RMC JAX, LLC, as tenants in common, as Assignees, as recorded in Instrument # 2006033100015890 in the Probate Office of Shelby County, Alabama.

B. Assignors desire to assign to Assignee their interests as tenant under the Ground Lease, and Assignee desires to accept said assignment and assume the obligations of Assignors under said Ground Lease upon the terms, covenants and conditions set forth in this Assignment.

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

1. Assignment. Assignors hereby assign, transfer and set over unto Assignee all of Assignors' right, title and interest in and to the Ground Lease.

2. Assumption. Assignee accepts said assignment and assumes and promises to observe and perform all the covenants and obligations of Assignors under the Ground Lease arising from and after the date of this Assignment.

3. Indemnification. Assignors shall indemnify and hold Assignee harmless from and against all liabilities, claims, obligations, costs and expenses, including without limitation, reasonable attorney fees and expenses, which arise out of Assignors' interest as tenant under the Ground Lease and relate to the period prior to the date of this Assignment. Assignee shall indemnify and hold Assignors harmless from and against all liabilities, claims, obligations, costs and expenses, including without limitation, reasonable attorney fees and expenses, which arise out of Assignee's interest as tenant under the Ground Lease and relate to the period from and after the date of this Assignment.

4. Enforceability. Each provision contained in this Agreement shall be a separate and independent obligation. If any provision of this Assignment or application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Assignment shall be valid and shall be enforceable to the extent permitted by applicable law.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

7. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Alabama.

8. IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

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20110609000169550 3/6 \$29.00
Shelby Cnty Judge of Probate, AL
06/09/2011 08:52:01 AM FILED/CERT

ASSIGNORS:

GOLDEN GATE PARTNERS, LLC, a Florida
limited liability company

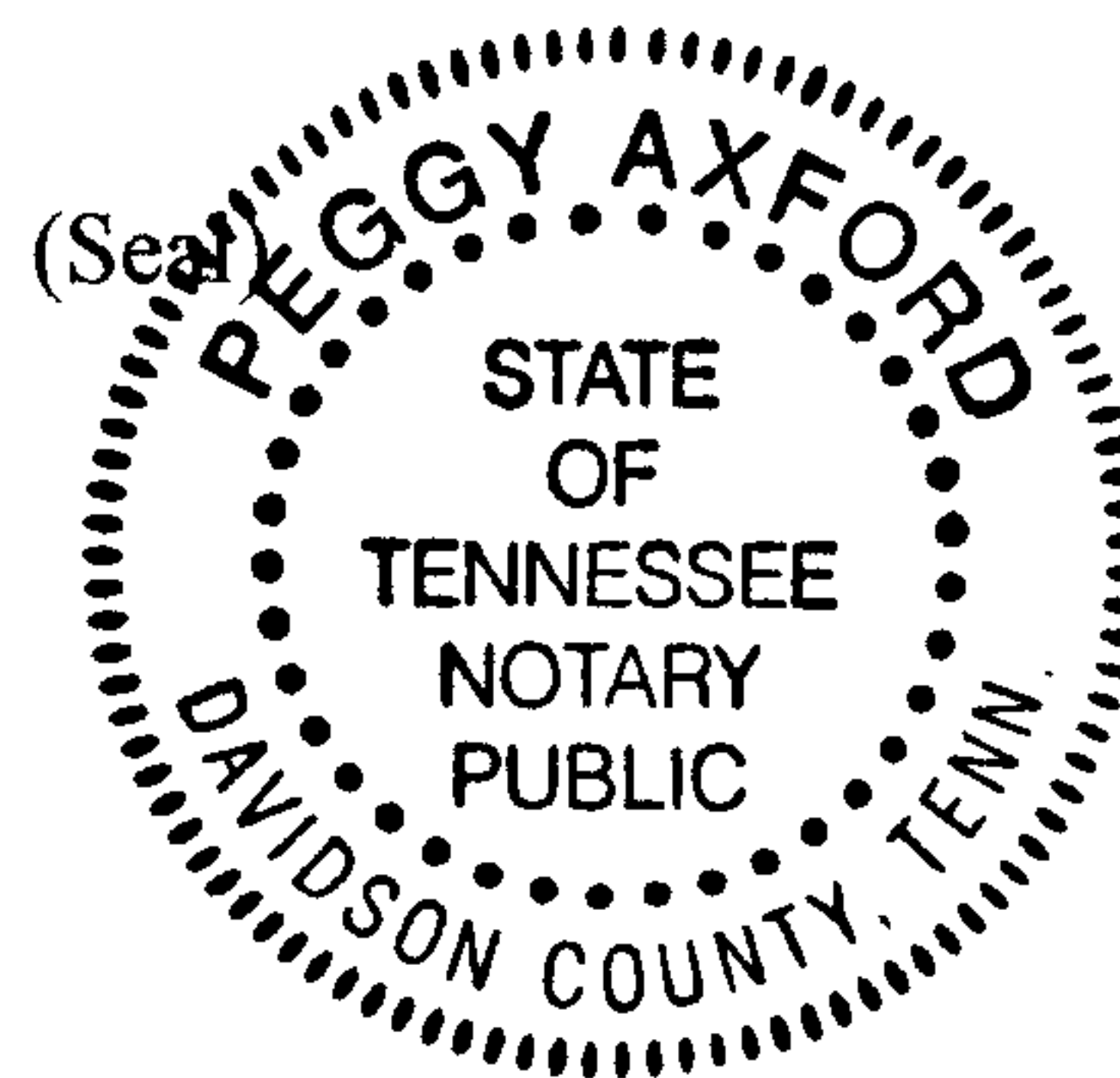
By: John W. Coleman
Name: John W. Coleman
Title: Manager

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

On June 2, 2011 before me, Peggy Axford, a notary public in
and for said state, personally appeared John W. Coleman personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Peggy Axford
Signature of Notary
Expires: May 5, 2015



20110609000169550 4/6 \$29.00
Shelby Cnty Judge of Probate, AL
06/09/2011 08:52:01 AM FILED/CERT

RMC JAX, LLC, a Florida limited liability company

By: R Marie Coleman
Name: R. Marie Coleman
Title: Manager

STATE OF GEORGIA)
) SS.
COUNTY OF CLARKE)

On May 26, 2011 before me, Matt Edwards, a notary public in and for said state, personally appeared R. Marie Coleman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Matt Edwards
Signature of Notary

(Seal)

ASSIGNEE:

RA VALLEYDALE, LLC, a Florida limited
liability company

By: John W. Coleman
Name: John W. Coleman
Title: Manager

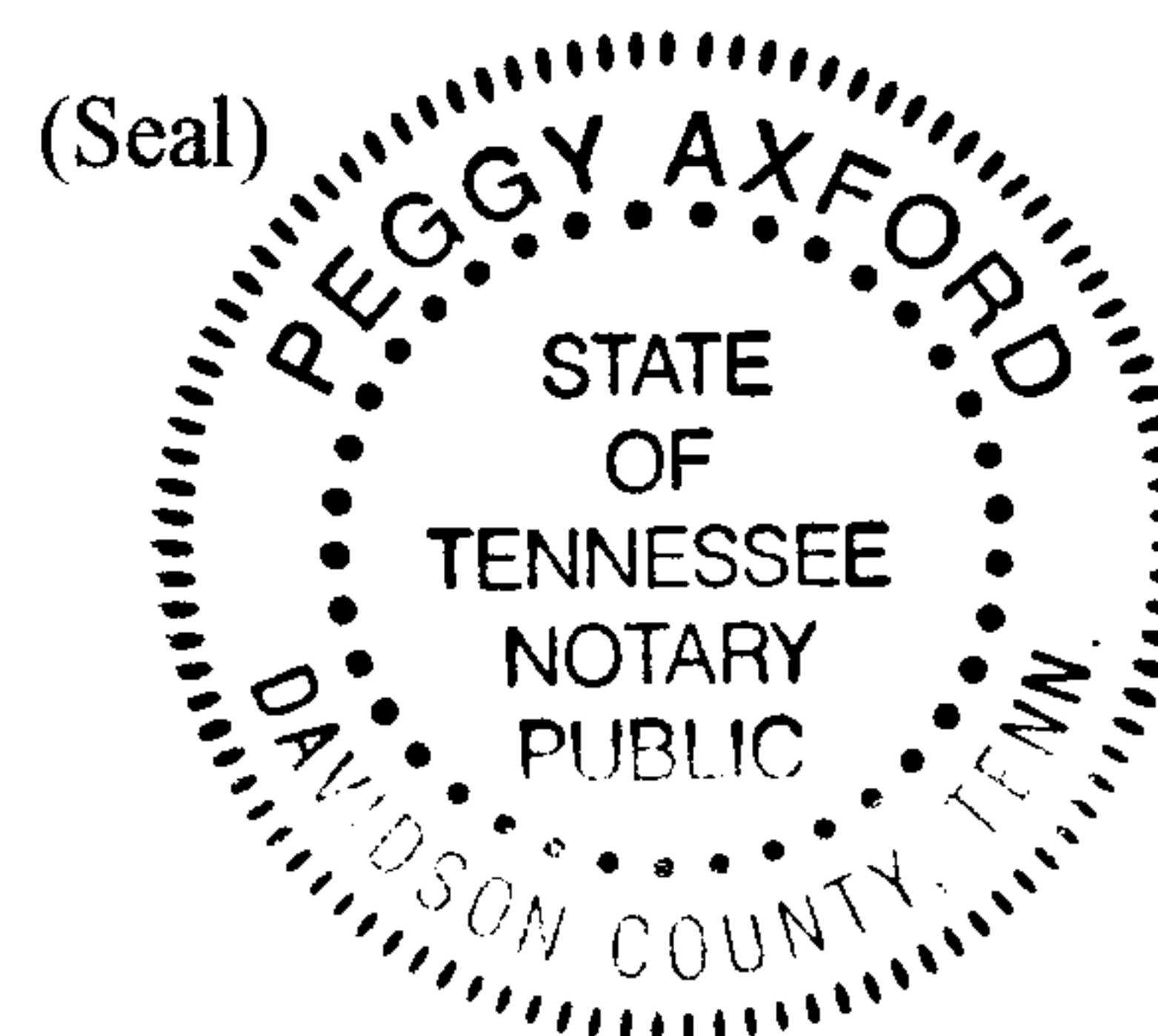
STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

On June 2, 2011 before me, Peggy Axford, a notary
public in and for said state, personally appeared John W. Coleman, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Peggy Axford
Signature of Notary

Expires: May 5, 2015



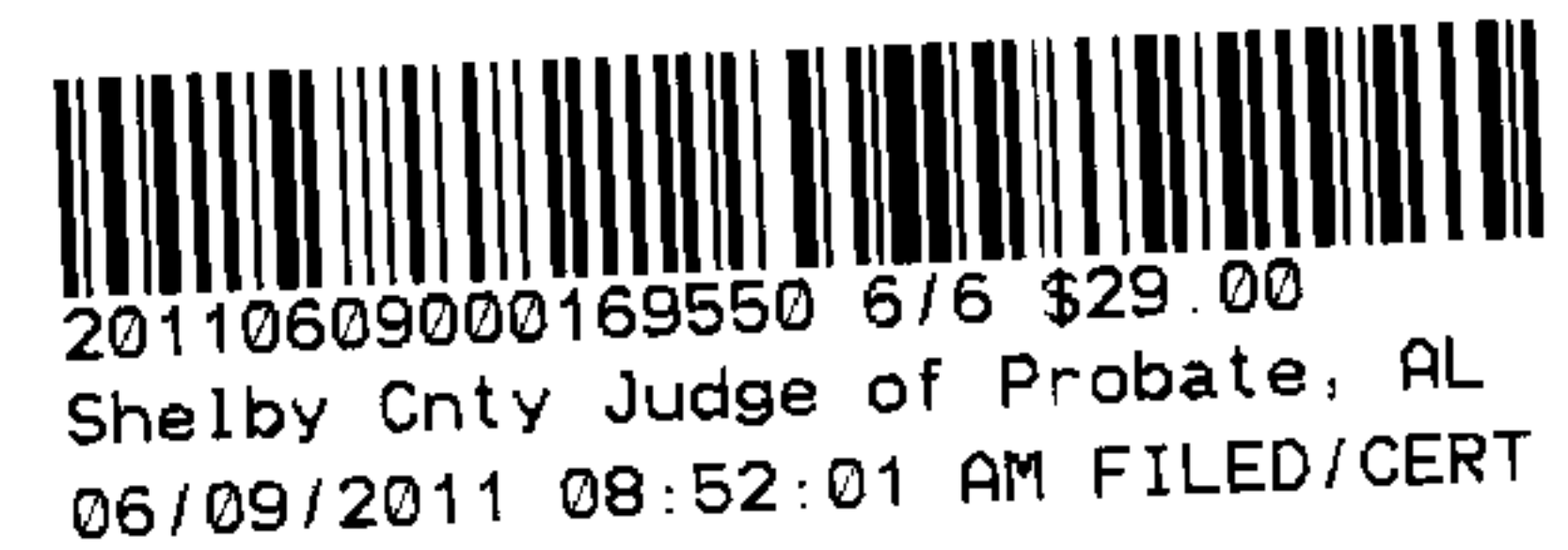


EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land situated in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, and run South 90 deg. 00 min. 00 sec. East along the South line of said 1/4-1/4 section for 254.03 feet to a point on the Easterly right of way line of Caldwell Mill Road and the point of beginning of the tract of land herein described; thence run North 37 deg. 35 min. 31 sec. West along said right of way line for 50.11 feet; thence run North 12 deg. 09 min. 54 sec. East for 99.77 feet to a point on the Southerly right of way line of Valleydale Road and the point of beginning of a curve to the right having a radius of 781.30 feet; thence run along said curve and said right of way line a chord bearing of North 67 deg. 36 min. 33 sec. East for 213.37 feet; thence run South 13 deg. 58 min. 29 sec. East for 224.91 feet; thence run South 89 deg. 56 min. 42 sec. East for 49.01 feet; thence run South 52 deg. 46 min. 09 sec. West for 230.12 feet to a point on said Easterly right of way line of Caldwell Mill Road; thence run North 37 deg. 35 min. 31 sec. West along said right of way line for 175.77 feet to the point of beginning; being situated in Shelby County, Alabama.

The land now known as:

Lot 1, according to the map of Valleydale Rite Aid Survey as recorded in Map Book 36, page 21, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Being a leasehold interest created by Ground Lease Agreement dated as of November 1, 2005, by and between Babington Properties, L.P., an Alabama limited partnership, as ground lessor, and Harco, Inc., an Alabama corporation, as ground lessee, a Memorandum of Lease being recorded at Instrument No. 20051209000639710, in the Probate Office of Shelby County, Alabama; the ground lessee's interest having been subsequently conveyed to Sovereign RA, LLC, by Assignment and Assumption of Ground Lease dated November 22, 2005, of record at Instrument No. 20051209000639720, said Probate Office, and further conveyed from Sovereign RA, LLC, to Golden Gate Partners, LLC, a Florida limited liability company, and RMC JAX, LLC, a Florida limited liability company, as tenants in common, by instrument dated March 31, 2006, of record at Instrument No. 20060331000150890 said Probate Office, and further conveyed from Golden Gate Partners, LLC, a Florida limited liability company, and RMC JAX, LLC, a Florida limited liability company, as tenants in common, to RA Valleydale, LLC, a Florida limited liability company, by this instrument.