

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
LATHAM & WATKINS, LLP
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Attn: David Meckler, Esq.

MAIL TAX STATEMENTS TO:
HEALTH CARE PROPERTY INVESTORS, INC.
3760 Kilroy Airport Way, Suite 300
Long Beach, California 90806
Attention: Tax Department

(Space Above For Recorder's Use Only)

NOTE TO PROBATE JUDGE: Transfer tax is being paid in connection with the recordation of this instrument as follows: (1) \$64 for the remainder of the term of the ground lease being assigned, which ground lease provides for an annual rental of \$5000 for the initial term which expires November 1, 2023 and (ii) \$3,100 for the value of the improvements being transferred, said improvements having a value of \$3,100,000. Total transfer tax remitted herewith is \$3,164.00.

**ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST
IN GROUND LEASE AND SPECIAL WARRANTY DEED**

THIS ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN GROUND LEASE AND SPECIAL WARRANTY DEED ("Instrument") is made and entered into as of January 4, 2006 to be effective as of the Effective Date (as defined below), by and between NSC 31, LLC, an Alabama limited liability company ("Assignor"), and HCP Family Medicine South MOB, LLC, a Delaware limited liability company ("Assignee") with reference to the following:

RECITALS

A. Assignor is the ground lessee of that certain land described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), pursuant to that certain Ground Lease, dated as of October 16, 1998, by and between Brockwood Center Development Corporation, as "Landlord" and Assignor, as "Tenant" (the "Ground Lease"), for which a Memorandum of Lease was recorded as Instrument No. 1998-40834.

B. Assignor is also the owner of all buildings, structures and other improvements located on the Land (collectively, the "Improvements"), subject to the terms and conditions of the Ground Lease.

C. Assignor desires to grant, assign, transfer, convey and set over to Assignee, and Assignee desires to acquire, all of Assignor's estate, right, title and interest in and to the Ground Lease and the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant, Warrant and Assignment. Effective as of the date of delivery hereof from Assignor to Assignee (the "Effective Date"), Assignor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, AND SETS OVER unto Assignee, all of Assignor's right, title and interest in and to the Ground Lease and the Improvements, together with any and all rights and appurtenances thereto in any way belonging to Assignor.

SUBJECT TO (the "Permitted Exceptions"):

- (a) a lien not yet delinquent for general and special real property taxes and assessments, and supplemental assessments, if any, against the Land and/or Improvements;
- (b) the terms and conditions of the Ground Lease;
- (c) all liens, encumbrances, covenants, conditions and restrictions, reservations, rights, rights-of-way, easements and other matters of record; and
- (e) all rights of parties in possession.

TO HAVE AND TO HOLD forever the above described rights, titles and interests unto Assignee, its successors and assigns, subject to the Permitted Exceptions. Assignor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, title to the interests hereunder assigned unto Assignee, its successors, legal representatives and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Assignor, but not otherwise.

2. Acceptance and Assumption. Assignee does hereby assume and agree to perform all of Assignor's obligations under or with respect to the Ground Lease accruing from and after the Effective Date. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in Assignee's obligations hereunder. Assignor shall remain liable for all of Assignor's obligations under or with respect to the Ground Lease accruing prior to the Effective Date. Assignor agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in Assignor's obligations hereunder.

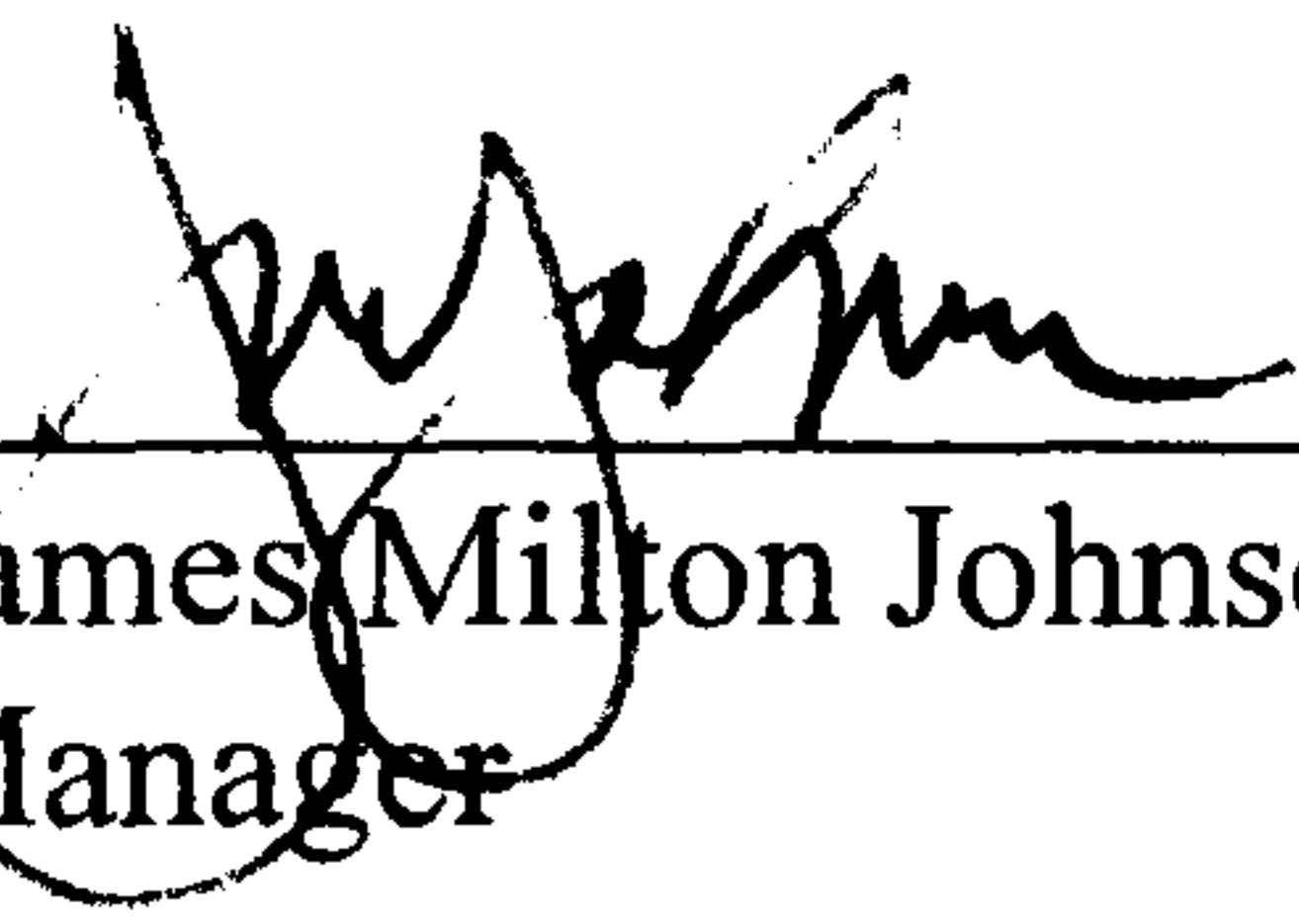
3. Miscellaneous. Each of Assignor and Assignee agrees to execute such other documents and perform such other acts as may be necessary or desirable to effectuate the intent of this Instrument. If either party brings any action or suit against the other arising from or interpreting this Instrument, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorneys' fees, whether or not the same proceeds to final judgment. This Instrument shall be governed by and construed in accordance with the laws of the State within which the Land is located, and shall be

binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Instrument may be executed in multiple counterparts, all of which shall be but one and the same instrument, binding on all parties when all separately executed copies have been fully delivered.

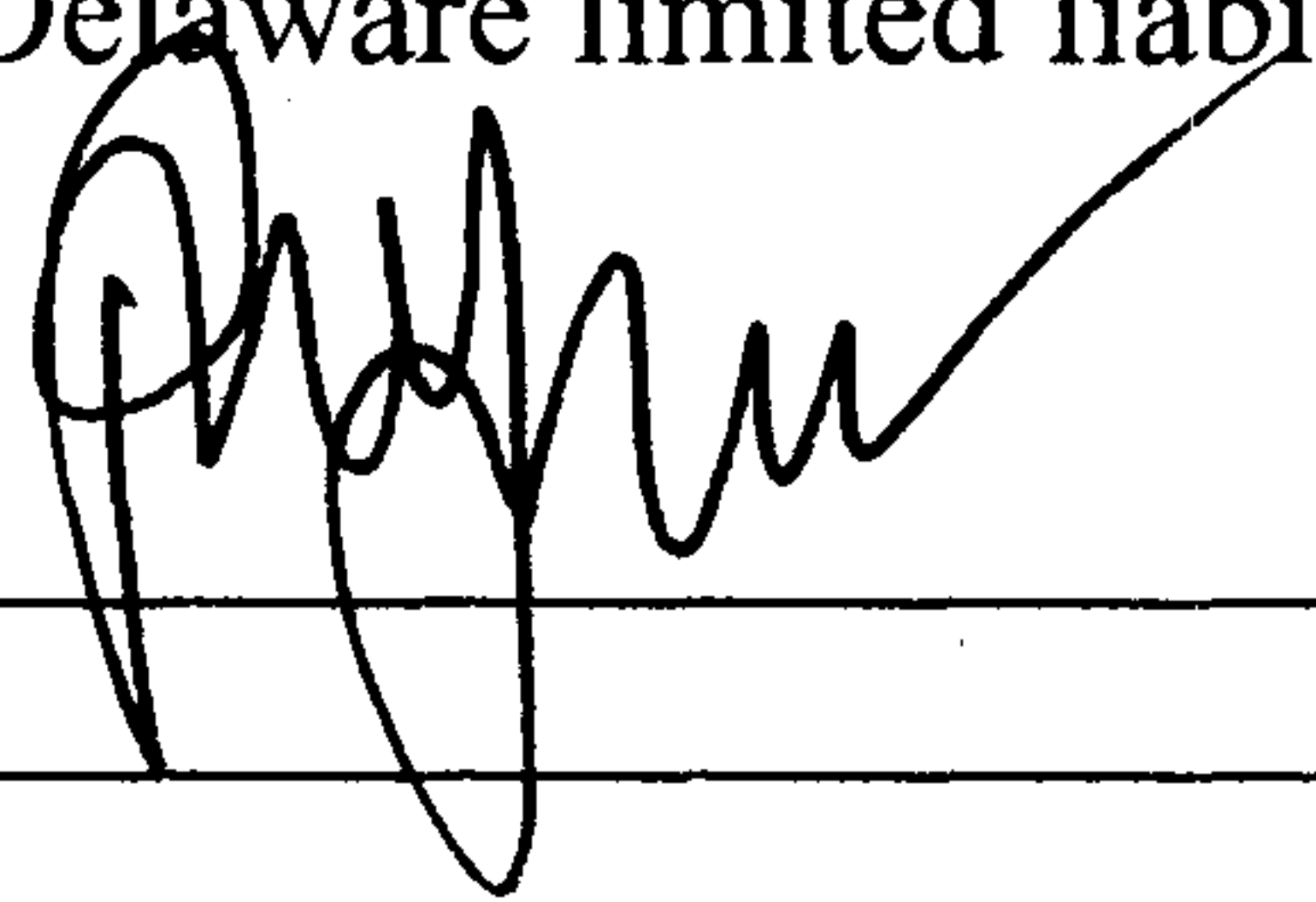
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Instrument as of
the date and year first above written.

“ASSIGNOR”: NSC 31, LLC, an Alabama limited liability
company

By: 
Name: James Milton Johnson
Title: Manager

“ASSIGNEE”: HCP FAMILY MEDICINE SOUTH MOB,
LLC, a Delaware limited liability company

By: 
Name: _____
Title: _____



20060110000017000 5/9 \$3135.00
Shelby Cnty Judge of Probate, AL
01/10/2006 01:51:37PM FILED/CERT

Exhibit A

DESCRIPTION OF THE LAND

The land referred to herein is situated in the State of Alabama, County of Shelby, and is described as follows:

[SEE ATTACHED]

PARCEL A: (Leasehold)

A part of Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama located in the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

From the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 53' 33" East along the section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12° 00' 06" West along said right of way line, 428.12 feet; thence leaving said right of way run North 89° 58' 10" East, 62.48 feet; thence North 00° 01' 50" West, 9.86 feet to the point of beginning; thence North 89° 58' 10" East, 190.50 feet; thence North 00° 01' 50" West, 95.50 feet; thence South 89° 58' 10" West, 116.04 feet; thence North 37° 16' 22" West, 17.85 feet; thence South 67° 52' 18" West, 89.88 feet; thence South 49° 25' 47" East, 25.85 feet; thence South 00° 01' 50" East, 59.07 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL B: (Appurtenant Easement)

The non-exclusive easements granted to NSC 31, L.L.C. by the Declaration of Easement Agreement dated October 16, 1998 by and between Brookwood Center Development Corporation and NSC 31, L.L.C. , recorded as Instrument Number 1998-40833 in the Probate Office, over and across the following described property:

A part of Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama located in the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 53' 33" East along the Section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12° 00' 06" West along said right of way line, 428.12 feet to the point of beginning; thence North 89° 58' 10" East, 308.75 feet; thence North 01° 39' 20" East, 127.59 feet; thence North 25° 57' 47" West, 220.98 feet to a point on the Southerly right of way of Yeager Parkway; thence Southwesterly along said right of way line on the arc of a curve concave Northwesterly, having a radius of 396.93 feet, an arc distance of 101.89 feet; thence leaving said right of way line, run South 12° 13' 36" East, 66.22 feet; thence South 77° 48' 48" West, 180.06 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence South 12° 06' 33" East, along said right of way line, 186.47 feet to the point of beginning.

LESS AND EXCEPT PARCEL "A" being more particularly described as follows:

A part of Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama located in the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows: From the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 53' 33" East along the Section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12° 00' 06" West along said right of way line, 428.12 feet; thence leaving said right of way run North 89° 58' 10" East, 62.48 feet; thence North 00° 01' 50" West, 9.86 feet to the point of beginning; thence North 89° 58' 10" East, 190.50 feet; thence North 00° 01' 50" West, 95.50 feet; thence South 89° 58' 10" West, 116.04 feet; thence North 37° 16' 22" West, 17.85 feet; thence South 67° 52' 18" West, 89.88 feet; thence South 49° 25' 47" East, 25.85 feet; thence South 00° 01' 50" East, 59.07 feet to the point of beginning; being situated in Shelby County, Alabama.

ACKNOWLEDGMENT

State of California

County of Orange

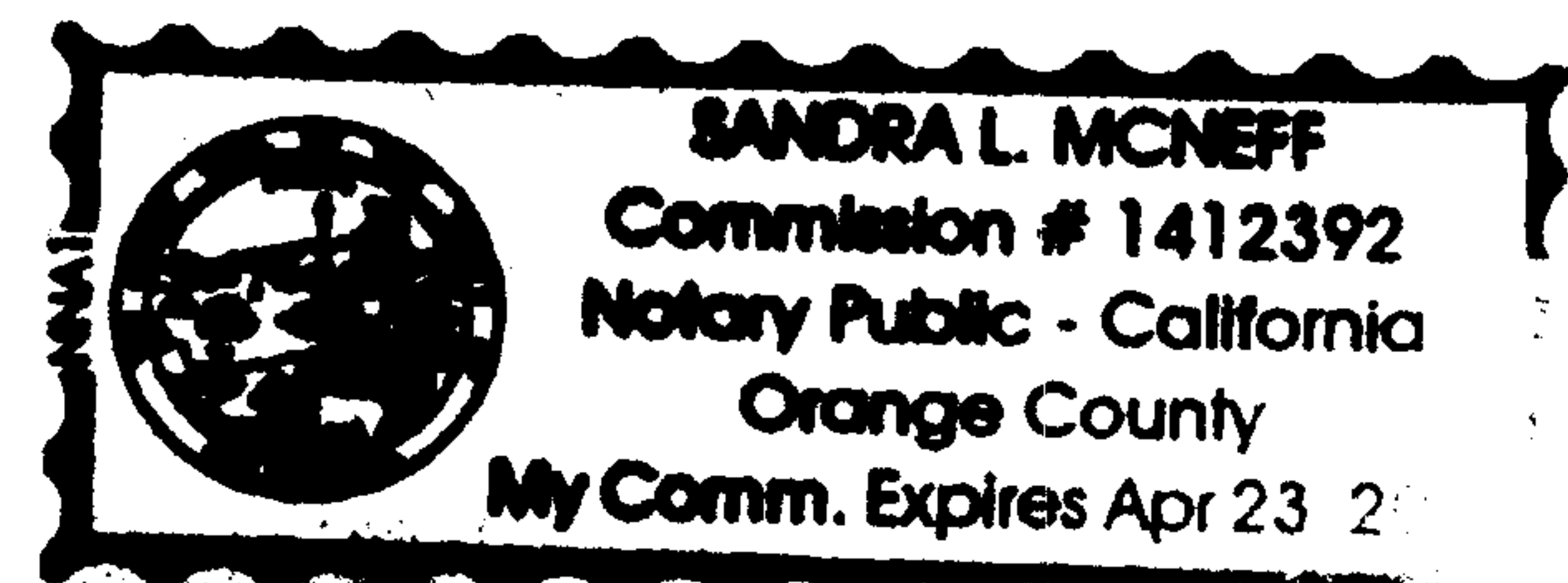
On 12.21.05 before me, Sandra L. McNeff,
(here insert name and title of the officer)

personally appeared James Milton Johnson

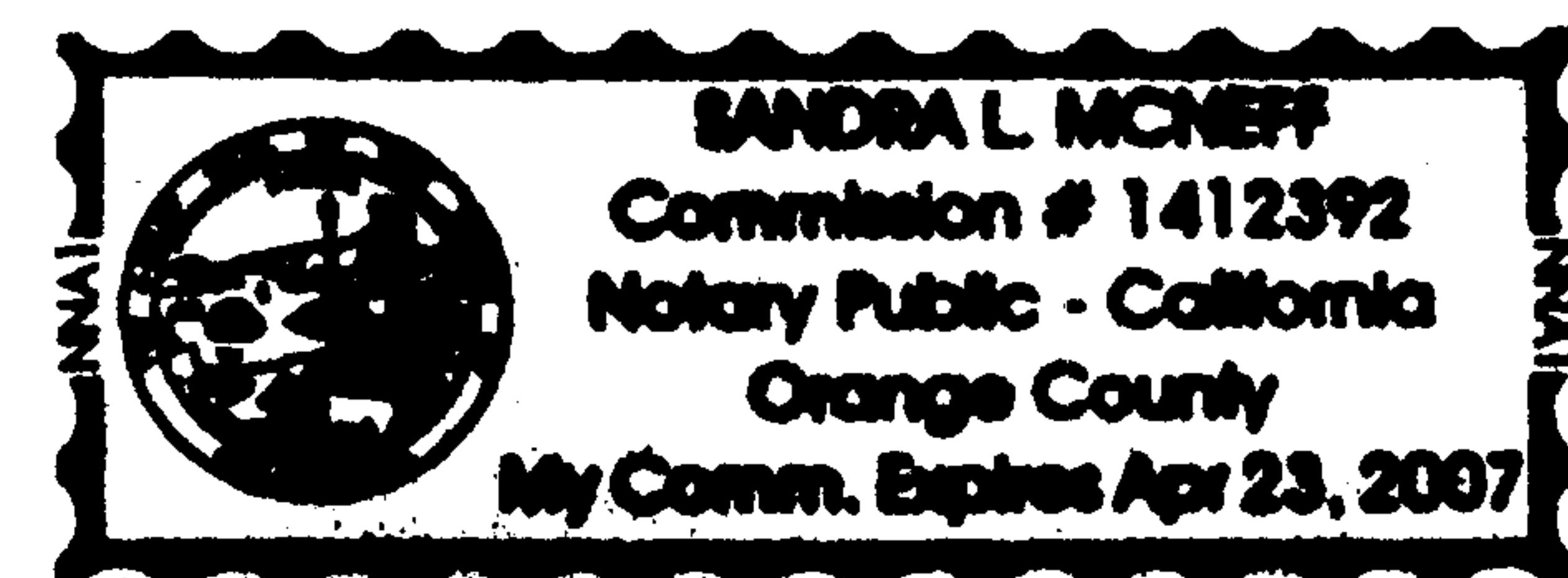
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sandra L. McNeff



(Seal)



ACKNOWLEDGMENT

State of California

County of Orange

On 12.21.05 before me, Sandra L. McKeef,
(here insert name and title of the officer)

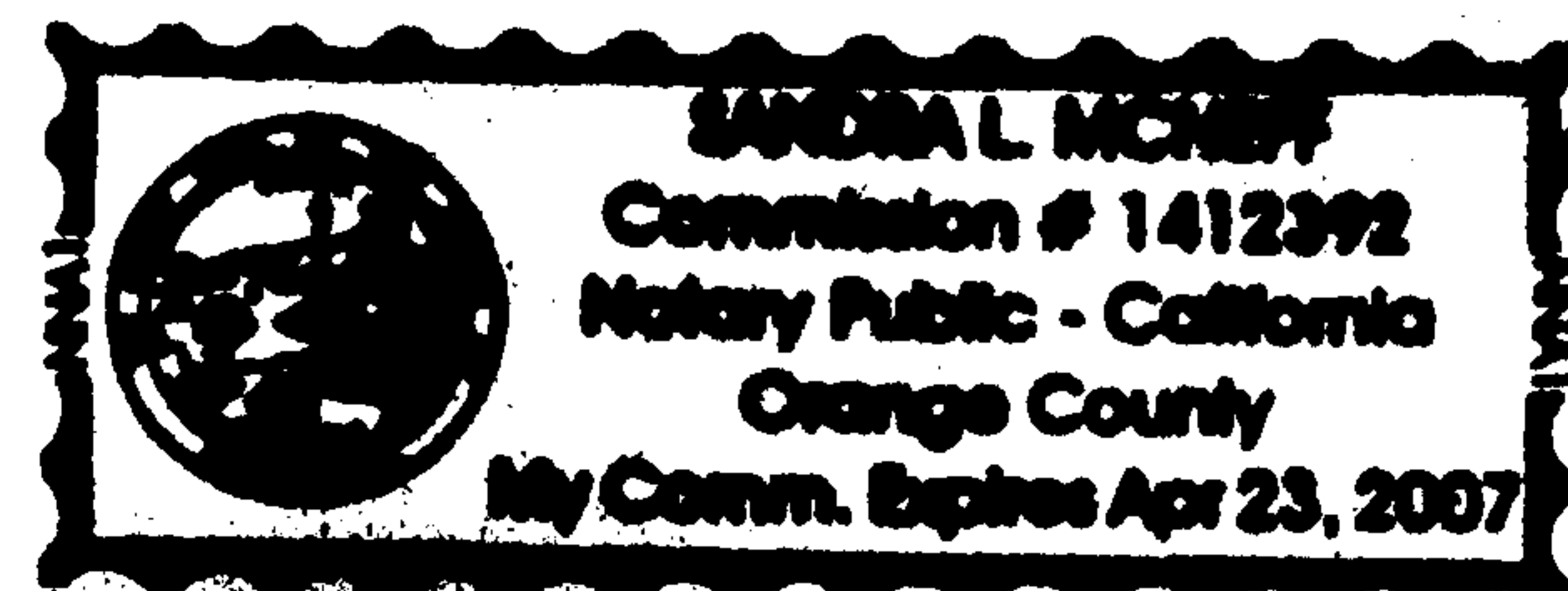
personally appeared Paul Francis Gallagher

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Sandra L. McKeef



(Seal)

Shelby County, AL 01/10/2006
State of Alabama

Deed Tax: \$3100.00