


RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

  
20060302000100210 1/7 \$14929.00  
Shelby Cnty Judge of Probate, AL  
03/02/2006 04:01:01PM FILED/CERT

LATHAM & WATKINS, LLP  
650 Town Center Drive, 20<sup>th</sup> 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  
Attn: Tax Department

(Space Above For Recorder's Use Only)

**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 February 28, 2006 (the "Effective Date"), by and between TST Houston, L.P., a Texas limited partnership ("Assignor"), and HCP Shelby 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 March 28, 2002, as amended by the First Amendment to Ground Lease, dated November 15, 2004, by and between Baptist Health System, Inc., as "Landlord" and Assignor, as successor in interest to Shelby MOB III, LLC as "Tenant" (the "Ground Lease"), for which a Memorandum of Ground Lease was recorded as Instrument No. 2002-209240, a Corrective Memorandum of Lease was recorded as Instrument No.: 2004-64446, and Assignment recorded as Instrument No. 2004-64444.

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, 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



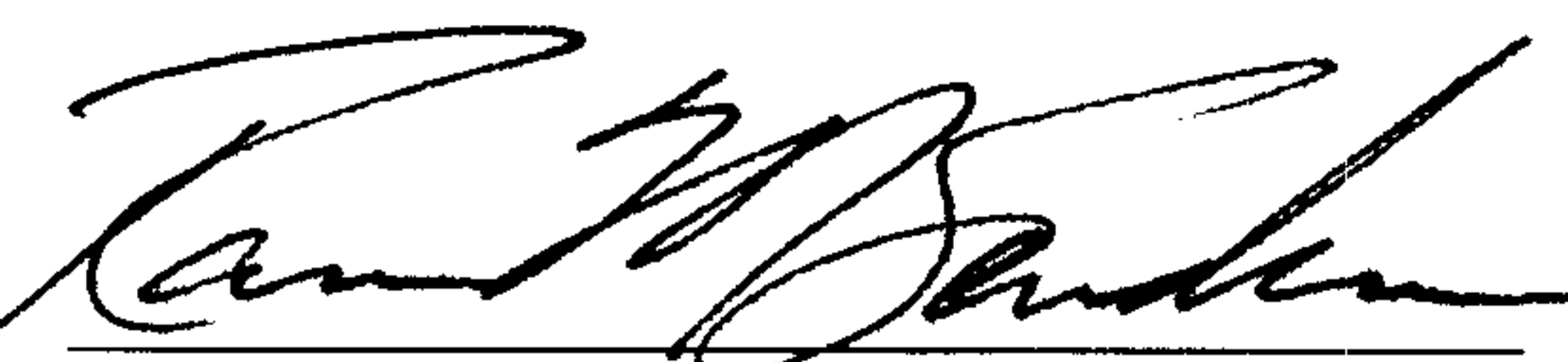
or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorneys' fees, whether or not the same proceeds to final judgment. This Instrument shall be governed by and construed in accordance with the laws of the State within which the Land 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.

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

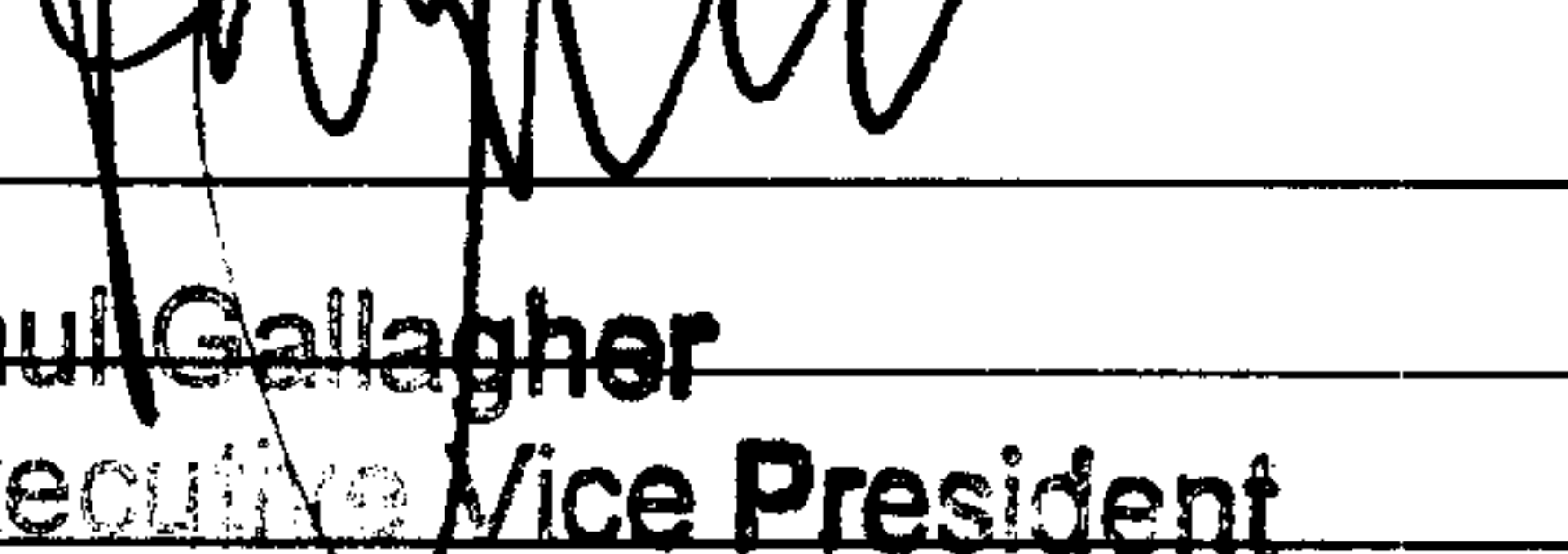
"ASSIGNOR": TST HOUSTON, L.P.,  
a Texas limited partnership

By: TST Houston Management,  
LLC, a Texas limited liability  
company

Its: General Partner

By:   
Name: Rance M. Sanders  
Its: Manager

"ASSIGNEE": HCP SHELBY MOB, LLC, a Delaware  
limited liability company

By:   
Name: Paul Gallagher  
Title: Executive Vice President



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## ACKNOWLEDGMENT

State of California

County of ORANGE

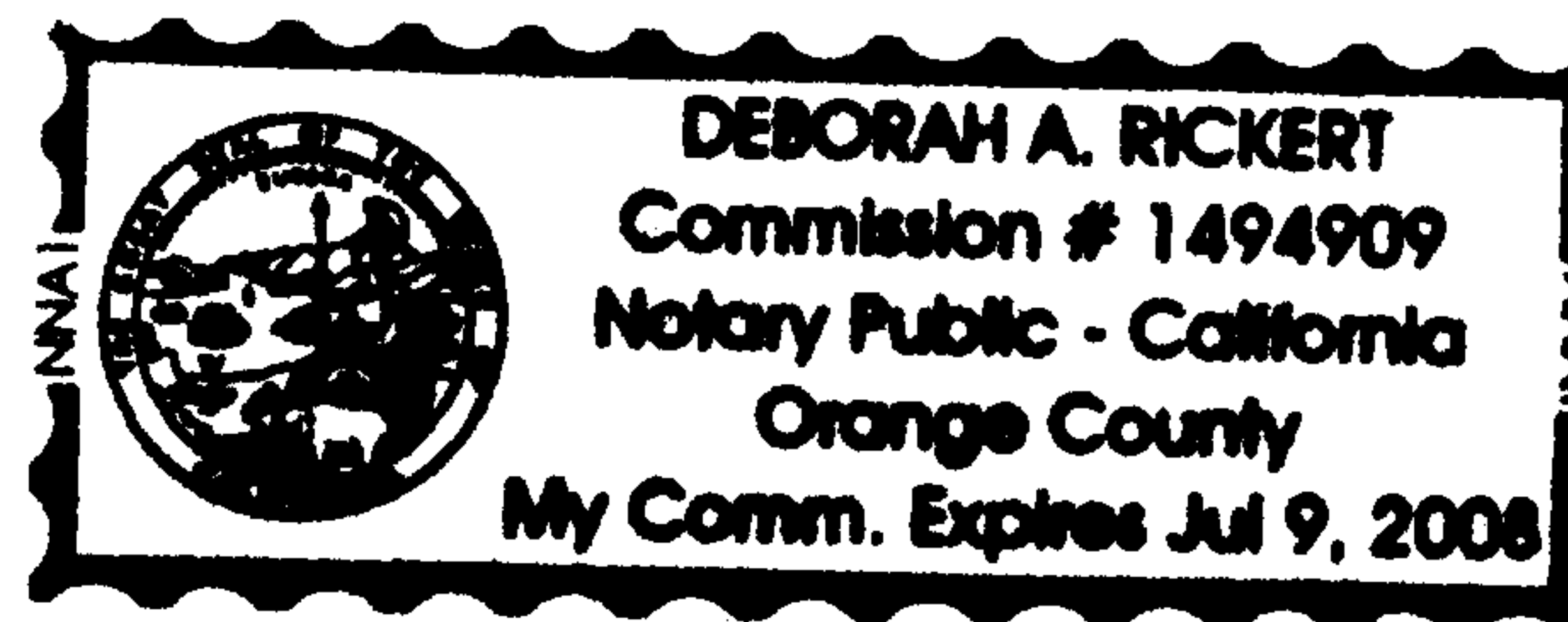
On 1-27-06 before me, DEBORAH A. RICKERT,  
(here insert name and title of the officer)

personally appeared PAUL 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 Deborah A. Rickert



(Seal)

Attached to Assignment and Assumption  
of Tenant's Interest in Ground Lease  
and Special Warranty Deed

TST Houston, L.P.



STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rance M. Sanders, whose name as Manager of TST Houston Management, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for, and as the act of, said company.

Given under my hand and official seal, this the 8<sup>th</sup> day of February, 2006.

Barbara V. Abel  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 9, 2007  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires: \_\_\_\_\_

SEAL

~~STATE OF CALIFORNIA )  
ORANGE COUNTY )~~

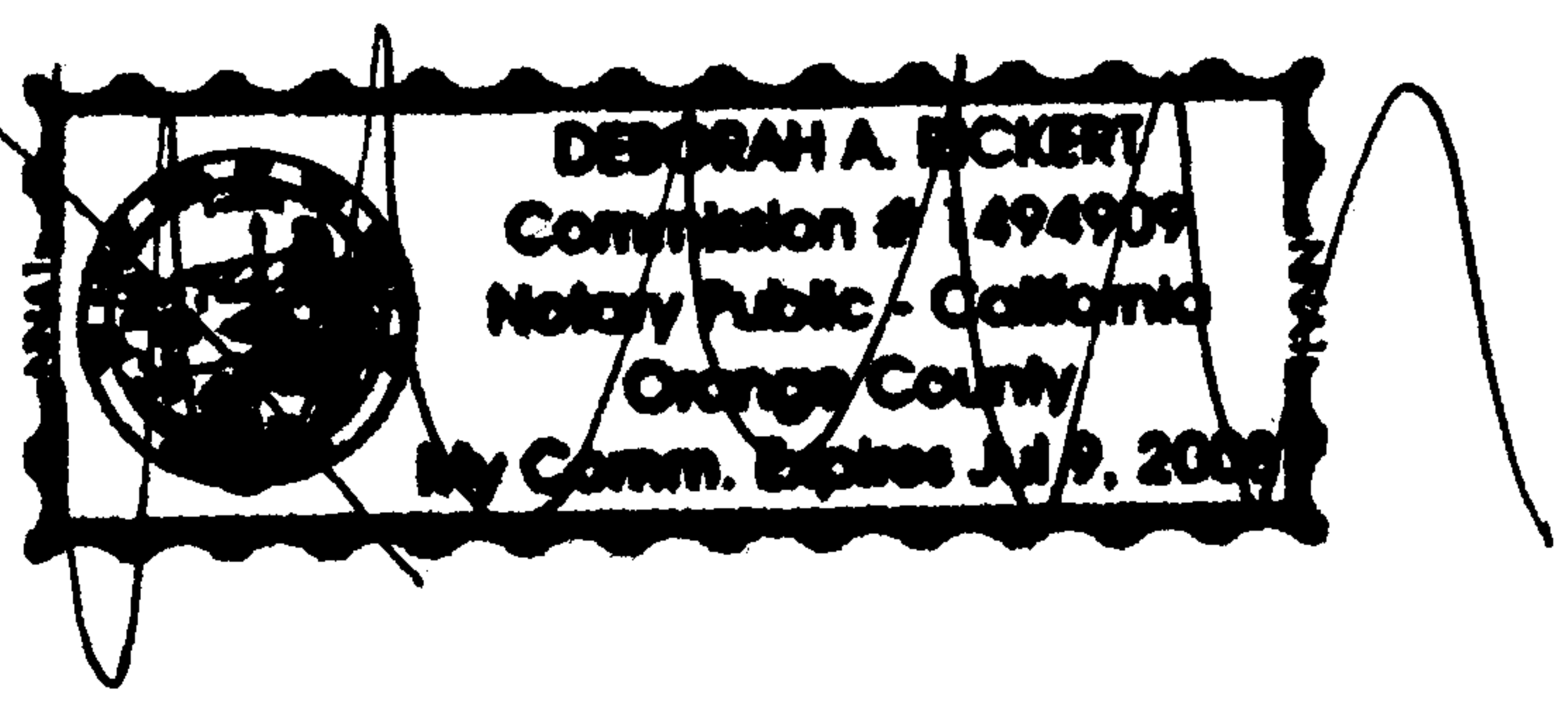
~~I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for, and as the act of, said company.~~

~~Given under my hand and official seal, this the 27 day of February, 2006.~~

~~Deborah A. Eckert  
Notary Public~~

~~My Commission expires: July 9, 2008~~

~~SEAL~~





## EXHIBIT A

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Parcel located in Shelby County, Alabama

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in an Easterly direction along the North line of said quarter-quarter line a distance of 316.16 feet to a point; thence deflect 88 degrees 34 minutes 47 seconds and run to the right and in a Southerly direction a distance of 262.86 feet to a point; thence deflect 136 degrees 48 minutes 4.1 seconds and run to the left and in a South-Easterly direction a distance of 86.47 feet to the point of beginning of the herein described parcel; thence deflect 50 degrees 35 minutes 59 seconds and run to the right and in a Southerly direction a distance of 120.67 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right and in a Westerly direction a distance of 184.00 feet to a point; thence turn an interior angle of 00 degrees 00 minutes 00 seconds and run to the right and in a Northerly direction a distance of 120.67 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right and in an Easterly direction a distance of 184.00 feet to the point of beginning of the herein described parcel. Shelby County, Alabama.

Also the following non-exclusive easements as set out in Access, Ingress, Parking and Utility Easements and Restrictions Agreement in Instrument #2002-20925

### ACCESS EASEMENT NO. 1

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Westerly direction along the bearing of the North line of said 1/4-1/4 Section a distance of 14.33 feet to a point on a curve to the left having a central angle of 2 degrees 37 minutes 54 seconds and a radius of 5629.58 feet, said point also being on the Easterly right-of-way line of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and right of way a distance of 258.58 feet to the Point of Beginning of the herein described access easement; thence deflect 95 degrees 08 minutes 59 seconds from the tangent of said curve and run to the left in a Northeasterly direction a distance of 147.08 feet to a point; thence turn an interior angle of 180 degrees 36 minutes 31 seconds and run in an Easterly direction a distance of 227.72 feet to a point; thence turn an interior angle of 85 degrees 15 minutes 31 seconds and run in a Southerly direction a distance of 56.71 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Westerly direction a distance 60.00 feet to a point; then turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northerly direction a distance of 20.63 feet to a point; thence turn an interior angle of 274 degrees 44 minutes 29 seconds and run in a Westerly direction a distance of 104.19 feet to a point; thence turn an interior angle of 175 degrees 24 minutes 19 seconds and run in a Northwesterly direction a distance of 84.96 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 244.23 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction a distance of 87.87 feet to a point; thence turn an interior angle of 135 degrees 00 minutes 00 seconds and run in a Northwesterly direction a distance of 54.41 feet to a point, said point being on the Easterly right-of-way line of U.S. Highway 31; thence turn an interior angle of 135 degrees 03 minutes 20 seconds and run in a Northerly direction along said right-of-way a distance of 101.81 feet to a point on a curve to the right, having a central angle of 1 degree 13 minutes 08 seconds and a radius of 5629.58 feet; thence continue along the arc of said curve and said right-of-way a distance of 119.77 feet to the Point of Beginning of said easement. Shelby County, Alabama.

### ACCESS EASEMENT NO. 2 (Walkway)

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 316.16 feet to a point; thence deflect 78 degrees 14 minutes 10 seconds to the right and run in a Southeasterly direction a distance of 331.53 feet to a point; thence deflect 17 degrees 41 minutes 19 seconds to the right and run in a Southerly direction a distance of 115.0 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds to the right and run in a Westerly direction a distance of 95.48 feet to the Point of Beginning of the herein described access easement; thence deflect 90 degrees 00 minutes 00 seconds to the left and run in a Southerly direction a distance of 31.48 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Westerly direction a distance of 15.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northerly direction a distance of 31.48 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in an Easterly direction a distance of 15.00 feet to the Point of Beginning of the herein described easement. Shelby County, Alabama.



### Sanitary Sewer Easement

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3 degrees 51 minutes 02 seconds and a radius of 5629.58 feet, said point also being on the Easterly right-of-way line of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and said right of way a distance of 378.35 feet to a point; thence continue on the tangent of said curve and said right of way a distance of 135.11 feet to the Point of Beginning of a 10 foot Sanitary Sewer Easement, lying 5 feet each side of, parallel to and abutting the following described centerline; thence deflect 95 degrees 37 minutes 52 seconds to the left and run in a Northeasterly direction a distance of 241.85 feet to a point; thence deflect 84 degrees 10 minutes 00 seconds to the left and run in a Northerly direction a distance of 84.57 feet to a point; thence deflect 89 degrees 51 minutes 56 seconds to the right and run in an Easterly direction a distance of 128.00 feet to the endpoint of said easement. Shelby County, Alabama.

### GAS AND WATER LINE EASEMENT

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3 degrees 09 minutes 31 seconds and a radius of 5629.58 feet, said point also being on the Easterly right of way of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run along the arc of said curve and right of way in a Southerly direction a distance of 310.35 feet to the Point of Beginning of the centerline of a 20 foot easement lying 10 feet each side of, parallel to and abutting the following described line:

Thence deflect 90 degrees 00 minutes 00 seconds from the tangent of the last described curve and run in an Easterly direction a distance of 42.89 feet to a point; thence deflect 64 degrees 43 minutes 38 seconds to the left and in a Northeasterly direction a distance of 45.19 feet to a point; thence deflect 59 degrees 14 minutes 55 seconds to the right and run in an Easterly direction a distance of 379.07 feet to a point; thence deflect 94 degrees 26 minutes 20 seconds to the right and run in a Southerly direction a distance of 39.55 feet to the endpoint of said easement.

### STORM SEWER EASEMENT

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3 degrees 06 minutes 02 seconds and a radius of 5629.58 feet, said point also being on the Easterly right-of-way line of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and said right of way a distance of 304.65 feet to the Point of Beginning of a 10 foot Storm Sewer Easement, lying 5 feet each side of, parallel to and abutting the following described centerline; thence deflect 62 degrees 15 minutes 23 seconds to the left and run in an Easterly direction a distance of 256.00 feet to a point; thence deflect 27 degrees 32 minutes 41 seconds to the left and run in a Southeasterly direction a distance of 68.03 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds to the left and run in a Northerly direction a distance of 21.32 feet to the Endpoint of said easement. Shelby County, Alabama.

### PARKING EASEMENT

All paved parking spaces located on the Hospital Campus within 400 feet of the insured tract, as set out in Access, Ingress, Egress, Parking and Utilities Easements and Restrictions Agreement in Instrument #2002-20925.

Shelby County, AL 03/02/2006  
State of Alabama

Deed Tax: \$14900.00