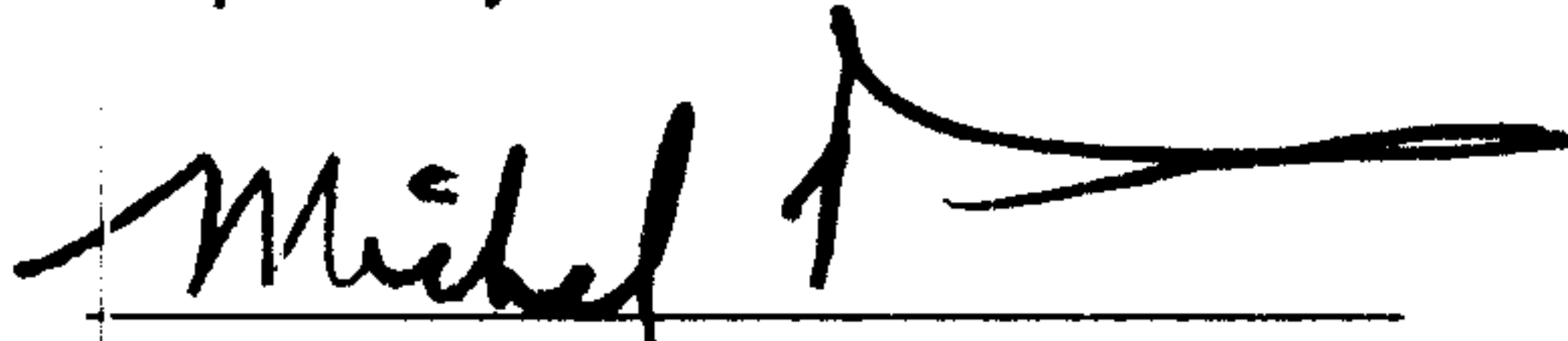



Prepared by:



Michel R. Hondagneu, Esq.  
The Marcus & Millichap Company  
777 California Avenue  
Palo Alto, CA 94304

  
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Shelby Cnty Judge of Probate, AL  
03/31/2006 03:30:07PM FILED/CERT

**RECORD AND RETURN TO:**

Golden Gate Partners, LLC and RMC Jax, LLC  
c/o REI Capital, LLC  
115 Penn Warren Drive  
Suite 300-385  
Brentwood, TN 37027

ASSIGNMENT OF LEASE AND BILL OF SALE

This instrument is executed and delivered as of March 31<sup>st</sup>, 2006 pursuant to that certain Purchase and Sale Agreement ("Agreement") dated February 7, 2006, by and between SOVEREIGN RA, LLC ("Seller"), and GOLDEN GATE PARTNERS, LLC and RMC JAX, LLC, as joint tenants, ("Purchaser"), covering the real property described in Exhibit A attached hereto ("Real Property").

1 Sale of Personalty. For good and valuable consideration, Seller hereby sells, transfers, sets over and conveys to Purchaser the following (the "Personal Property"):

(a) Tangible Personalty. All of Seller's right, title and interest, if any, in and to all the furniture, fixtures, equipment, and other tangible personal property owned by Seller and located in or on the Real Property, except any personal property belonging to tenant under the Lease (hereinafter defined) or to the management agent; and

(b) Intangible Personalty. All the right, title and interest of Seller, if any, in and to assignable licenses and permits relating to the operation of the Property, assignable guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Property, and the right to use the name of the Property (if any), but specifically excluding any right, title or interest of Seller in any trademarks, service marks and trade names of Seller and with reservation by Seller to use such name in connection with other property owned by Seller in the vicinity of the Property.

2 Assignment and Assumption of Lease. For good and valuable consideration, Seller hereby assigns, transfers, sets over and conveys to Purchaser, and Purchaser hereby accepts (i) all of the landlord's right, title and interest in and to, that certain Sublease Agreement dated November 8, 2005, between Seller, as landlord, and HARCO, Inc., an Alabama corporation, as tenant ("Lease"), a memorandum of which is of record as Instrument No. 20051209000639730 in the Office of the Judge of Probate for Shelby County, Alabama. Purchaser hereby assumes the obligations of Seller under the Lease arising from and after the Closing Date and shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Seller by reason of the failure of Purchaser to fulfill, perform, discharge, and observe its obligations with respect to the Lease arising from and after the Closing Date. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any liability, damages, causes of action, expenses, and attorney's fees incurred by Purchaser by reason of the failure of Seller to fulfill, perform, discharge, and observe its obligations with respect to the Lease arising before the Closing Date.

Cahaba Title, Inc.

3 Agreement Applies. The covenants, agreements, disclaimers, representations, warranties, indemnities and limitations provided in the Agreement with respect to the Property (including, without limitation, the limitations of liability provided in the Agreement), are incorporated herein by this reference as if set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

4. Limitation of Liability. Notice is hereby given that all persons dealing with Seller shall look to the assets of Seller for the enforcement of any claim against Seller, as none of the trustees, directors, officers, employees and shareholders of Seller assume any personal liability for obligations entered into by or on behalf of Seller.

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

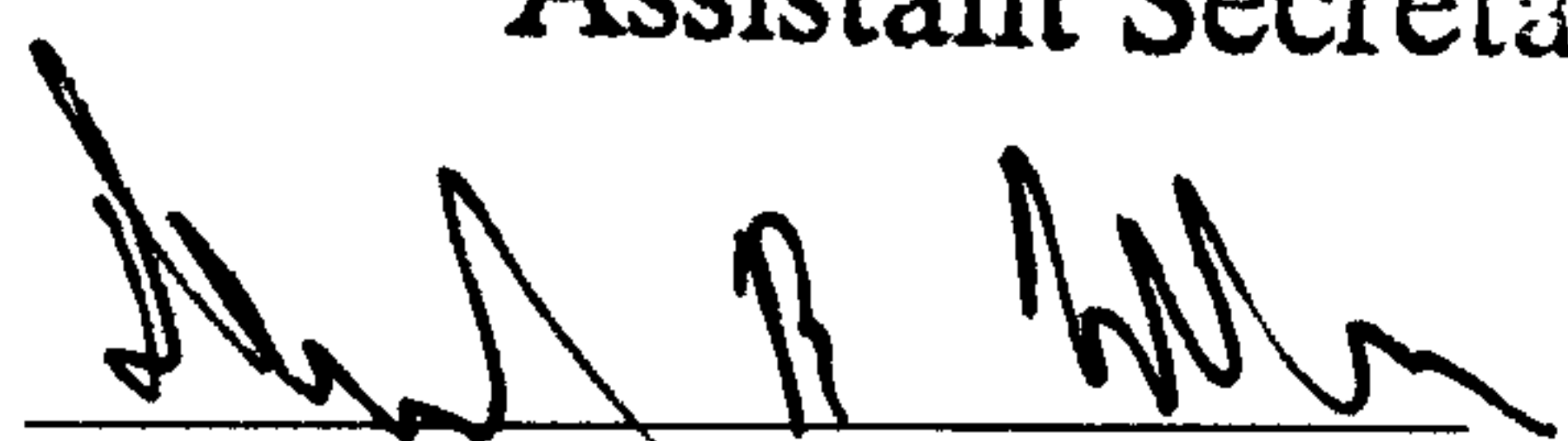
SELLER

SOVEREIGN RA, LLC,  
a Delaware limited liability company

By: Sovereign GL, LLC, a Delaware limited liability  
company, its Manager

By: Sovereign Investment Company, a  
California corporation, its Manager

By:   
Name: Michel R. Hondagne  
Title: Assistant Secretary

By:   
Name: Daniel B. Williams  
Title: Assistant Secretary

PURCHASER

GOLDEN GATE PARTNERS, LLC, a Florida limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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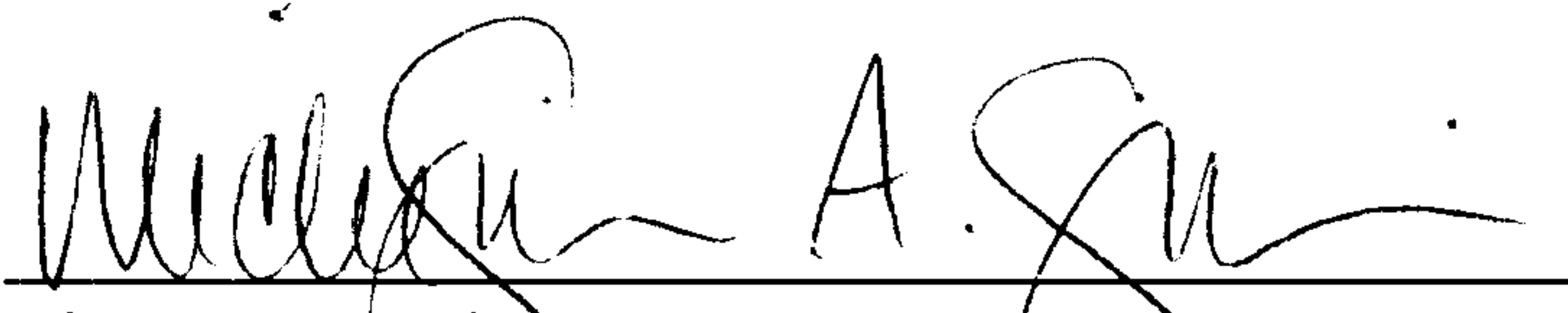


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STATE OF CALIFORNIA            )  
                                          ) SS.  
COUNTY OF SANTA CLARA    )

On March 29, 2006, before me, Micheline A. Capaci, a notary public in and for said state, personally appeared Daniel B. Williams and Michel R. Hondagneu, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary



(Seal)

the limitations of liability provided in the Agreement), are incorporated herein by this reference as if set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

4. Limitation of Liability. Notice is hereby given that all persons dealing with Seller shall look to the assets of Seller for the enforcement of any claim against Seller, as none of the trustees, directors, officers, employees and shareholders of Seller assume any personal liability for obligations entered into by or on behalf of Seller.

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

SELLER

SOVEREIGN RA, LLC,  
a Delaware limited liability company

By: Sovereign GL, LLC, a Delaware limited liability  
company, its Manager

By: Sovereign Investment Company, a  
California corporation, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER

GOLDEN GATE PARTNERS, LLC, a Florida limited  
liability company

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

RMC JAX, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

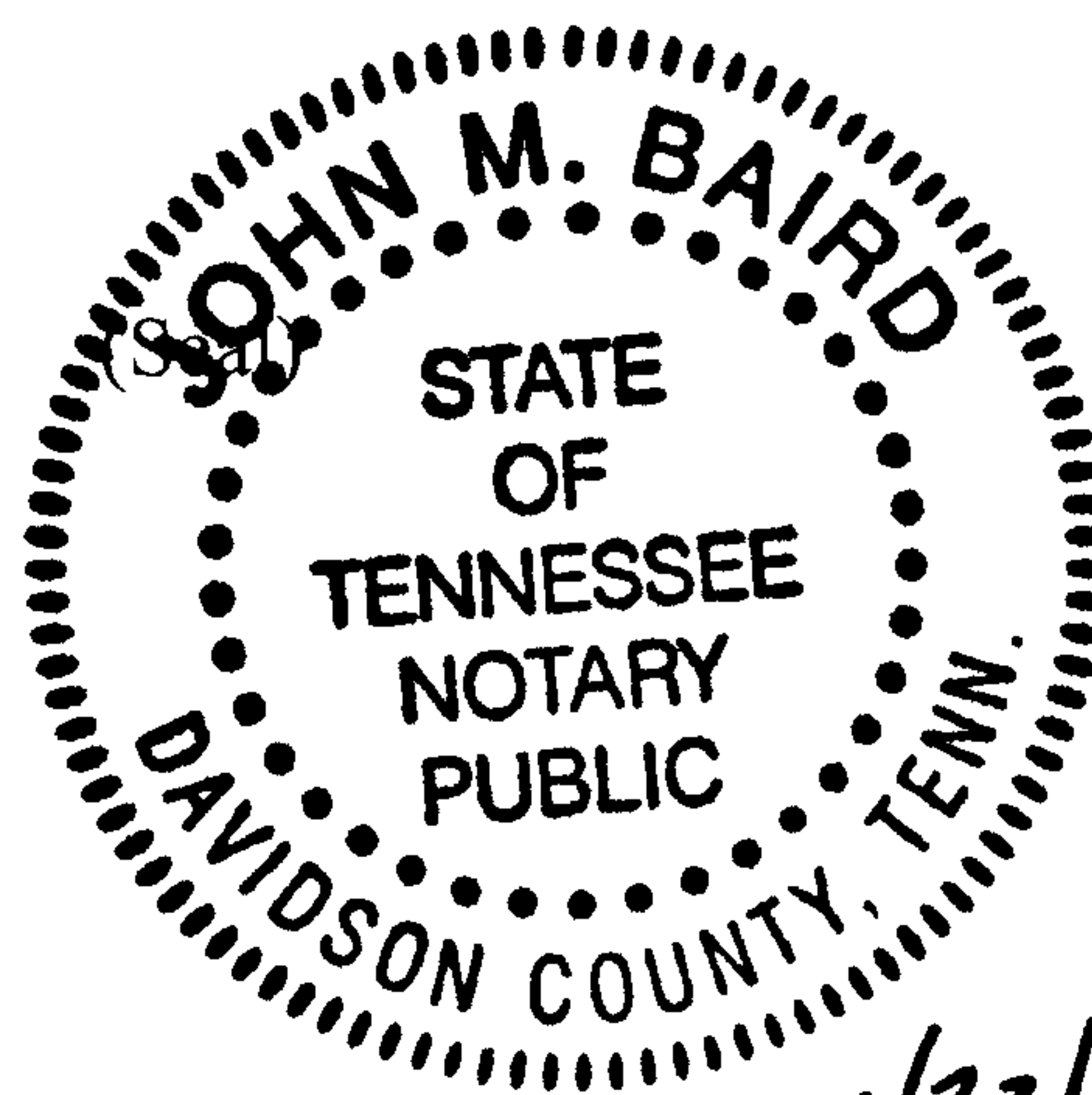
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STATE OF Tennessee )  
 ) SS.  
COUNTY OF Davidson )

On March 29, 2006 before me, John M. Baird, 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/she executed the same in his/her authorized capacity, and that by his/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.

  
\_\_\_\_\_  
Signature of Notary



My Commission Expires 1/23/10

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2006 before me, \_\_\_\_\_, a notary public in and for said state, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized capacity, and that by his/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.

\_\_\_\_\_  
Signature of Notary

(Seal)



the limitations of liability provided in the Agreement), are incorporated herein by this reference as if set out in full and shall inure to the benefit of and shall be binding upon Purchaser and Seller and their respective successors and assigns.

4. Limitation of Liability. Notice is hereby given that all persons dealing with Seller shall look to the assets of Seller for the enforcement of any claim against Seller, as none of the trustees, directors, officers, employees and shareholders of Seller assume any personal liability for obligations entered into by or on behalf of Seller.

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

SELLER

SOVEREIGN RA, LLC,  
a Delaware limited liability company

By: Sovereign GL, LLC, a Delaware limited liability  
company, its Manager

By: Sovereign Investment Company, a  
California corporation, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER

GOLDEN GATE PARTNERS, LLC, a Florida limited  
liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RMC JAX, LLC, a Florida limited liability company

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

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Shelby Cnty Judge of Probate, AL  
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STATE OF FL )  
COUNTY OF Leon ) SS.  
)

On 3-29, 2006 before me, Sharon M. Haughton, 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 he/she executed the same in his/her authorized capacity, and that by his/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.

Sharon M. Haughton (Seal)  
Signature of Notary



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
)

On \_\_\_\_\_, 2006 before me, \_\_\_\_\_, a notary public in and for said state, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized capacity, and that by his/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.

\_\_\_\_\_  
Signature of Notary (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  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  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  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  $\frac{1}{4}$ - $\frac{1}{4}$  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 November 31st, 2006, of record at Instrument No. 20060331000150990, said Probate Office.