

RETURN TO:  
FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
ATTN: WENDY TEAGUE  
5690 W. Cypress St., Ste A  
Tampa, FL 33607  
NAPS / FNT File No NT050410

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

WALLER LANSDEN DORTCH & DAVIS, LLP  
511 Union Street, Suite 2700  
P.O. Box 198966, Nashville, Tennessee 37219  
Attn: Stephen C. Baker

MAIL TAX STATEMENTS TO:

HCA Realty, Inc.  
P. O. Box 1504  
Nashville, TN 37202

Inst:2006013688 Date:06/07/2006 Time:15:30  
Doc Stamp-Deed : 13447.00  
1.9 DC, P. DeWitt Cason, Columbia County B:1085 P:2706

(Space Above For Recorder's Use Only)

### ASSIGNMENT AND ASSUMPTION OF GROUND LESSEE'S INTEREST IN GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LESSEE'S INTEREST IN GROUND LEASE ("Instrument") is made and entered into as of May 3, 2006 (the "Transfer Date"), by and between MEDICAL OFFICE BUILDINGS OF FLORIDA, LLC, a Delaware limited liability company, having an address c/o HCP Medical Office Portfolio, LLC, 3100 West End Avenue, Suite 800, Nashville, Tennessee 37203 ("Assignor"), and HCA REALTY, INC., a Tennessee corporation, having an address at One Park Plaza, Nashville, Tennessee 37203 ("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 July 1, 2000, as more particularly described on Schedule 1 attached hereto and incorporated herein by this reference (the "Ground Lease").

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 legal sufficiency of which are 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, ASSIGNS, TRANSFERS, CONVEYS 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 covenants, conditions and restrictions, reservations, rights, rights-of-way, easements and other matters of record;
- (d) all matters which would be revealed or disclosed in an accurate survey of the Land or by a physical inspection of the Land;
- (e) all rights of tenants under leases, including any preemptive rights of tenants under leases; and
- (f) local, state and federal laws, ordinances or governmental regulations, including but not limited to building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Properties.

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 hereby accepts the foregoing grant and assignment subject to the Permitted Exceptions, and assumes and agrees to keep, perform and fulfill all of the terms, covenants and conditions of the Ground Lease on the part of the ground lessee therein required to be performed from and after the Transfer Date (but not prior thereto, which shall remain the obligation and responsibility of Assignor, except to the extent prorated or otherwise provided in that certain Purchase and Sale Agreement dated November 21, 2005 between Assignor and Assignee, as the same has been amended).

3. Indemnity.

(a) Assignee shall defend, protect, indemnify, and hold harmless Assignor and its affiliates from and against any and all loss, cost, liability, expense, claim, action, damages, and fines (including those arising from the loss of life, personal injury and/or property damage), including reasonable attorneys' fees, directly or indirectly arising from or out of any failure by

Assignee to perform Assignee's obligations under the Ground Lease from and after the Transfer Date.

(b) Assignor shall defend, protect, indemnify, and hold harmless Assignee and its affiliates from and against any and all loss, cost, liability, expense, claim, action, damages, and fines (including those arising from the loss of life, personal injury and/or property damage), including reasonable attorneys' fees, directly or indirectly arising from or out of any failure by Assignor to perform Assignor's obligations under the Ground Lease before the Transfer Date.

4. 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.

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\_\_\_\_\_, P. DeWitt Cason, Columbia County B:1085 P:2708

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

**ASSIGNOR:**

MEDICAL OFFICE BUILDINGS OF  
FLORIDA, LLC, a Delaware limited liability  
company

By: 

Its: Authorized Signatory

Thomas M. Klaritch

**WITNESSES:**

  
Print Name: Kim Hildebrand

  
Print Name: Jennifer Lipscomb

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**ASSIGNEE:**

HCA REALTY, INC., a Tennessee corporation

By: Howard K. Pettus  
Its: Vice President

**WITNESSES:**

Stephen C Baker  
Print Name: Stephen C. Baker  
Tammy S. Horton  
Print Name: Tammy S. Horton

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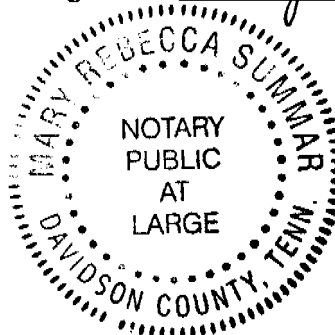
STATE OF Tennessee )  
 ) ss  
COUNTY OF Davidson )

On May 25, 2006, before me, Mary Rebecca Summar, a Notary Public in and for said State, personally appeared Thomas H. Klarich and \_\_\_\_\_, 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 Mary Rebecca Summar

(Seal)



My Commission Expires MAY. 28, 2006

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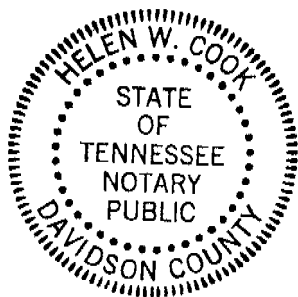
\_\_\_\_\_DC,P.DeWitt Cason,Columbia County B:1085 P:2711

STATE OF Tennessee )  
 ) ss  
COUNTY OF Davidson )

On May 25, 2006, before me, Helen W. Cook, a  
Notary Public in and for said State, personally appeared Howard K. Patterson and  
\_\_\_\_\_, 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.

(Seal)



Signature

Helen W. Cook

My Commission Expires  
March 20, 2010

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\_\_\_\_DC,P.Dewitt Cason,Columbia County B:1085 P:2712

## **EXHIBIT A**

### **DESCRIPTION OF THE LAND**

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

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**MOB 145 (Florida)**

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**THE FOLLOWING PERTAINS PROPERTY LOCATED IN COLUMBIA COUNTY - MOB#145**

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Township 3 South, Range 16 East, Columbia County, Florida and run North 87 degrees 20 minutes 18 seconds East, along the North line of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  a distance of 1223.10 feet to the point of beginning; thence continue North 87 degrees 20 minutes 18 seconds East, still along the said North line, 715.00 feet; thence South 02 degrees 14 minutes 18 seconds West, 1570.49 feet; thence South 83 degrees 56 minutes 38 seconds East, 353.97 feet; thence South 07 degrees 26 minutes 25 seconds West, along the West line of a 15 foot ingress and egress easement, 197.96 feet to a point on the northerly end of the right of way of a 60 foot county road, thence North 83 degrees 55 minutes 31 seconds West, along said northerly end of the right of way of a 60 foot County Road 15.00 feet to a point on the westerly right of way line of said 60 foot County Road, thence South 07 degrees 42 minutes 22 seconds West, along said westerly right of way line 244.15 feet; thence South 84 degrees 45 minutes 48 seconds West, 257.88 feet; thence South 80 degrees 55 minutes 18 seconds West, 343.97 feet; thence North 09 degrees 04 minutes 00 seconds East, 97.34 feet to the point of beginning; thence South 80 degrees 56 minutes 00 seconds West, 68.00 feet; thence North 09 degrees 04 minutes 00 seconds West, 2.50 feet; thence South 80 degrees 56 minutes 00 seconds West, 20.00 feet; thence South 09 degrees 04 minutes 00 seconds East, 2.50 feet; thence South 80 degrees 56 minutes 00 seconds West, 40.00 feet; thence North 09 degrees 04 minutes 00 seconds West, 2.50 feet; thence South 80 degrees 56 minutes 00 seconds West, 20.00 feet; thence South 09 degrees 04 minutes 00 seconds East, 2.50 feet; thence South 80 degrees 56 minutes 00 seconds West, 68.00 feet; thence North 09 degrees 04 minutes 00 seconds West, 41.00 feet; thence North 80 degrees 56 minutes 00 seconds East, 2.50 feet; thence North 09 degrees 04 minutes 00 seconds West, 6.00 feet; thence South 80 degrees 56 minutes 00 seconds West, 2.50 feet; thence North 09 degrees 04 minutes 00 seconds West, 29.00 feet; thence North 80 degrees 56 minutes 00 seconds West, 2.50 feet; thence North 09 degrees 04 minutes 00 seconds West, 6.00 feet; thence South 80 degrees 56 minutes 00 seconds West, 2.50 feet; thence North 09 degrees 04 minutes 00 seconds West, 41.00 feet; thence North 80 degrees 56 minutes 00 seconds East, 68.00 feet; thence South 09 degrees 04 minutes 00, secbqds East, 2.50 feet; thence North 80 degrees 56 minutes 00 seconds East, 20.00 feet; thence North 09 degrees 04 minutes 00 seconds West 2.50 feet; thence North 80 degrees 56 minutes 00 seconds East, 40.00 feet; thence South 09 degrees 04 minutes 00 seconds East, 2.50 feet; thence North 80 degrees 56 minutes 00 seconds East, 20.00 feet; thence North 09 degrees 04 minutes 00 seconds West, 2.50 feet; thence North 80 degrees 56 minutes 00 seconds East, 68.00 feet; thence South 09 degrees 04 minutes 00 seconds East, 41.00 feet; thence South 80 degrees 56 minutes 00 seconds West, 2.50 feet; thence South 09 degrees 04 minutes 00 seconds East, 6.00 feet; thence North 80 degrees 56 minutes 00 seconds East, 2.50 feet; thence South 09 degrees 04 minutes 00 East, 29.00 feet; thence South 80 degrees 56 minutes 00 seconds West, 2.50 feet; thence South 09 degrees 04 minutes 00 seconds East, 6.00 feet; thence North 80 degrees 56 minutes 00 seconds East, 2.50 feet; thence South 09 degrees 04 minutes 00 seconds East, 41.00 feet to the point of beginning.

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CONTINUED**

TOGETHER with a Reciprocal Easement over the following described parcel:

**PARCEL B:**

Commence at the northwest corner of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Township 3 South, Range 16 East, Columbia County, Florida, and run North 87 degrees 20 minutes 18 seconds East, along the North line of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ , a distance of 1223.10 feet to the point of beginning; thence continue North 87 degrees 20 minutes 18 seconds East, still along said North line, 715.00 feet; thence South 02 degrees 14 minutes 18 seconds West, 1570.49 feet; thence South 83 degrees 56 minutes 38 seconds East, 353.97 feet; thence South 07 degrees 26 minutes 25 seconds West, along the West line of a 15 foot ingress and egress easement, 197.96 feet to a point on the northerly end of the right of way of a 60 foot County Road; thence North 83 degrees 55 minutes 31 seconds West, along said northerly end of the right of way of a 60 foot County Road 15.00 feet to a point on the westerly right of way line of said 60 foot County Road; thence South 07 degrees 42 minutes 22 seconds West, along said westerly right of way line 244.15 feet; thence South 84 degrees 45 minutes 48 feet West, 257.88 feet; thence South 80 degrees 55 minutes 18 seconds West 719.17 feet to the southeast corner of a parcel of land occupied by a Kentucky Fried Chicken Restaurant; thence North 05 degrees 53 minutes 38 seconds East, along the East line of said parcel of land 310.89 feet to a point of the southerly line of a proposed 60 foot road; thence South 80 degrees 57 minutes 05 seconds West along said southerly line 239.30 feet to the point of a curve concave to the southeast having a radius of 25.00 feet and a total central angle of 105 degrees 57 minutes 14 seconds; thence southwesterly along the arc of said curve, being also said southerly line of a proposed 60 foot road 46.23 feet to a point on the easterly right of way line of a County Road; thence North 25 degrees 00 minutes 09 seconds West, along said easterly right of way line 113.36 feet to the point of curve of a curve concave to the East having a radius of 200.00 feet and a total central angle of 30 degrees 49 minutes 03 seconds; thence northerly along the arc of said curve, being also said easterly right of way line of a County Road 107.57 feet to the point of tangency of said curve; thence North 05 degrees 48 minutes 54 seconds East, still along said easterly right of way line 1367.72 feet to the point of curve of a curve concave to the West having a radius of 160.00 feet and a central angle of 47 degrees 09 minutes 31 seconds; thence northerly along the arc of said curve being also said easterly right of way line of a County Road 131.69 feet; thence North 87 degrees 20 minutes 18 seconds East, 203.43 feet; thence North 05 degrees 48 minutes 54 seconds East, 212.31 feet to the point of beginning.

**SCHEDULE 1**

**SITE DESCRIPTION/GROUND LEASE DOCUMENTS**

Lessor	Lessee	Building	City	County	State	Ground Lease	Memorandum of Ground Lease
NOTAMI HOSPITALS OF FLORIDA, INC., a Florida corporation	Medical Office Buildings of Florida, LLC	Lake City Medical Office Building (37938F)	Lake City	Columbia	FL	Ground Lease, dated as of July 1, 2000, by and between NOTAMI HOSPITALS OF FLORIDA, INC., as landlord, and Medical Office Buildings of Florida, LLC, a Delaware limited liability company, as tenant	Memorandum of Ground Lease, recorded in OR Book 908, Page 165 in the public records of Columbia County, FL on August 9, 2000

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