

ASSIGNMENT OF LANDLORD'S INTEREST IN LEASE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS THAT, in consideration of one dollar (\$1.00) and other good and valuable consideration to the undersigned **WN GOODMAN & CRAFT, LLC**, a Mississippi limited liability company ("Assignor"), in hand paid by **GOODMAN & CRAFT LLC**, a Mississippi limited liability company, and **6958 GOODMAN ROAD, L.L.C.**, a Mississippi limited liability company, as co-tenants in common (together, the "Assignee"), the receipt and sufficiency of which are hereby acknowledged, Assignor does by these presents assign, transfer, grant, bargain, sell, and convey unto Assignee, its successors, heirs, and assigns, all of Assignor's right, title, and interest as Landlord under that Lease dated March 7, 2002 (the "Lease"), by and between Assignor, as "Landlord", and Walgreen Co., an Illinois corporation, as "Tenant", and pertaining to that real property described in Exhibit A, (the "Property"), the terms and provisions of which Lease being incorporated by reference as if set forth in full herein, and further described in that certain Memorandum of Lease dated March 7, 2002, by and between such Landlord and Tenant, recorded on March 11, 2002, in Book 93, Page 350, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD, the Lease, together with all rights and appurtenances thereunto appertaining unto the Assignee, Assignee's successors, heirs, and assigns.

To the best of Assignor's actual knowledge, Assignor warrants and represents unto Assignee as follows:

1. The Lease is in full force and effect according to its terms;
2. The Lease has not been amended except as may be otherwise disclosed in this Assignment;
3. Assignor is not in default under the Lease and knows of no default by any other party to the Lease except as may be otherwise disclosed in this Assignment; and
4. Other than the Lease, there are no leases affecting or otherwise pertaining to the Property.

Notwithstanding the foregoing assignment, the Assignor expressly retains primary obligation for any and all obligations of the Landlord under Section 28 of the Lease to allow the Tenant to inspect and audit, for a period of two (2) years from the Rent Commencement Date, at any time, and from time to time, Landlord's books, records, and documents which evidence the purchase price of the land and the development and construction costs of the improvements on the Leased Premises.

Capitalized terms used and not otherwise defined herein have the meanings provided by the Lease. This Assignment shall be construed under and enforced in accordance with the laws of the State of Mississippi, without reference to its conflict of laws provisions. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives, and assigns of the parties hereto.

STATE MS. - DESOTO CO.

WILLIAMS

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W.E. DAVIS CH. CLK.

BOOK 0096 PAGE 0565

By acceptance of this Assignment, and subject to the foregoing terms and conditions, Assignee assumes and agrees to perform all obligations of the Landlord under the Lease accruing on and after the date of this Assignment. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all cost, liability, loss, damage or expense, including, but not limited to, reasonable attorney's fees and expenses, arising out of Landlord's obligations under the Lease from and after the date hereof. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all cost, liability, loss, damage or expense, including, but not limited to, reasonable attorney's fees and expenses, arising out of or in any way related to the Landlord's obligations under the Lease prior to the date hereof.

If any legal action or other proceeding is brought for the enforcement of this Assignment, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Assignment, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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Assignment of Landlord's
Interest in Lease

BOOK 0096 PAGE 0566

WN Goodman-Craft, LLC
> Goodman & Craft LLC &
6958 Goodman Road, L.L.C.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto caused this Assignment to be executed effective as of this 6th day of November, 2002.

ASSIGNOR:

WN GOODMAN-CRAFT, LLC

(SEAL)

By: West Newman
Its: Chief Manager

ACCEPTED BY ASSIGNEE:

GOODMAN & CRAFT LLC

6958 GOODMAN ROAD, L.L.C.

By: _____

By: _____

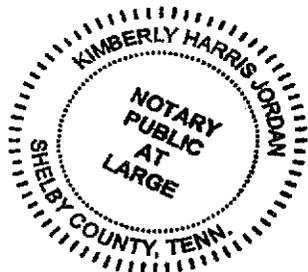
Its: Manager

Its: Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the above County and State, hereby certify that West Newman, the Chief Manager and authorized representative of WN GOODMAN-CRAFT, LLC, a Mississippi limited liability company, whose name in that capacity is signed to the foregoing instrument of assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of that instrument, he, as such Chief Manager, and with full authority, executed the same voluntarily for and as the act of that limited liability company as of the date of this acknowledgment.

Given under my hand and official seal this the 6 day of November, 2002.



Kimberly Harris Jordan
Notary Public
My Commission Expires: 5-14-03

IN WITNESS WHEREOF, Assignor and Assignee have hereunto caused this Assignment
to be executed effective as of this 6 day of November, 2002.

ASSIGNOR:

WN GOODMAN-CRAFT, LLC

(SEAL)

By: _____
Its: _____

ACCEPTED BY ASSIGNEE:

GOODMAN & CRAFT LLC

6958 GOODMAN ROAD, L.L.C.

By: Daniel G. Hayes
Its: Daniel G. Hayes
Manager

By: Daniel G. Hayes
Its: Daniel G. Hayes
Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the above County and State, hereby certify
that _____, the Chief Manager and authorized representative of
WN GOODMAN-CRAFT, LLC, a Mississippi limited liability company, whose name in that
capacity is signed to the foregoing instrument of assignment, and who is known to me,
acknowledged before me on this day that, being informed of the contents of that instrument, he, as
such Chief Manager, and with full authority, executed the same voluntarily for and as the act of that
limited liability company as of the date of this acknowledgment.

Given under my hand and official seal this the ____ day of November, 2002.

(SEAL)
Notary Public
My Commission Expires: _____

Assignment of Landlord's
Interest in Lease

WN Goodman-Craft, LLC
> Goodman & Craft LLC &
6958 Goodman Road, L.L.C.

BOOK 0096 PAGE 0568

STATE OF VIRGINIA
COUNTY OF PRINCE WILLIAM

I, the undersigned, a Notary Public in and for the above County and State, hereby certify that Daniel G. Hayes, the Manager and authorized representative of GOODMAN & CRAFT LLC, a Mississippi limited liability company, whose name in that capacity is signed to the foregoing instrument of assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of that instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of that limited liability company as of the date of this acknowledgment.

Given under my hand and official seal this the 11th day of November, 2002.

Wanda Herriott (SEAL)
Notary Public
My Commission Expires: 6-30-2006



STATE OF VIRGINIA
COUNTY OF PRINCE WILLIAM

I, the undersigned, a Notary Public in and for the above County and State, hereby certify that Daniel G. Hayes, the Manager and authorized representative of 6958 GOODMAN ROAD, L.L.C., a Mississippi limited liability company, whose name in that capacity is signed to the foregoing instrument of assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of that instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of that limited liability company as of the date of this acknowledgment.

Given under my hand and official seal this the 11th day of November, 2002.

Wanda Herriott (SEAL)
Notary Public
My Commission Expires: 6-30-2006



EXHIBIT A

The following described real estate situated in DeSoto County, Mississippi:

Lot 1, The Market at Cherokee Valley, located in Section 30, Township 1 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 77, Pages 49-50 in the office of the Chancery Clerk of DeSoto County, Mississippi and described as follows:

A 1.962 acre parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, being Lot 1 of The Market At Cherokee Valley as recorded in Plat Book 77, Pages 49-50 at the Chancery Clerk's Office of said county, and being more particularly described as follows:

Commencing at the accepted southeast corner (as per common report) of Section 30, Township 1 South, Range 6 West, said point being the centerline intersection of Goodman Road (State Highway 302) (variable width right of way) and Craft Road (variable width right of way); thence, with the center of Goodman Road, S 89 degrees 44' 00" W, 454.87 feet to a point; thence N 00 degrees 16' 00" W, 90.87 feet, to a point in the north right of way line of Goodman Road at the southwest corner of Lot 1, The Market At Cherokee Valley (Plat Book 77, Pages 49-50), said point being the POINT OF BEGINNING of the parcel described herein; thence, leaving said right of way line with the west line of Lot 1, N 00 degrees 23' 10" W, 249.32 feet, to a set iron pin at the northwest corner of Lot 1; thence, with the north line of Lot 1, N 89 degrees 14' 58" E, 162.35 feet, to a found 1-1/2 inch pipe at the southwest corner of Julia Busby(Deed Book 39, Page 433); thence, continuing with the north line of Lot 1 and with the south line of Julia Busby, N 89 degrees 14' 58" E, 213.78 feet, to a found iron pin in the west right of way line of Craft Road; thence, with the west right of way line of Craft Road and the north right of way line of Goodman Road the following calls: S 06 degrees 03' 21" W, 182.57 feet, to a found right of way monument; thence, S 65 degrees 18' 17" W, 170.75 feet, to a set iron pin; thence, S 89 degrees 36' 50" W, 200.03 feet, to the point of beginning. Containing 85,457 square feet or 1.962 acres within these bounds.

Together with easement described in with Reciprocal Easement Agreement with Covenants, Conditions, and Restrictions, recorded in Book 413, Page 539, of record in the office of the Chancery Clerk of DeSoto County, Mississippi.