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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:

Jeffrey S. McCaskill
Baskin, McCarroll, McCaskill & Campbell, P.A.
P. O. Box 190
Southaven, MS 38671
Tel. (662) 349-0664
MB# 09405

Return to:

Cole CV Southaven MS, LLC
2555 E. Camelback Road, Suite 400
Phoenix, AZ 85016
Tel. (602) 778-8700
Attention: Ms. Lari Clark

Indexing Instructions: Lot 1, District 21, Phase A, Snowden Farms PUD, Plat Book 108, Pages 14-16, and the Northeast Quarter of Section 33, Township 1 South, Range 7 West, DeSoto County, Mississippi.

ASSIGNMENT AND ASSUMPTION OF LEASE AND GUARANTY

This **ASSIGNMENT AND ASSUMPTION OF LEASE AND GUARANTY** (the "**Assignment**"), dated as of July 31st, 2009 (the "**Effective Date**"), is by and between **BOOS-SOUTHAVEN, LLC**, a Florida limited liability company ("**Assignor**"), and **COLE CV SOUTHAVEN MS, LLC**, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is presently the holder of the lessor's interest under the lease, as amended (collectively, the "**Lease**") listed on **Exhibit "A"** attached hereto and by this reference incorporated herein. The Lease affects the real property described on **Exhibit "B"** attached hereto and by this reference incorporated herein.

WHEREAS, CVS Caremark Corporation guaranteed the obligations of the tenant under the Lease pursuant to that certain Guaranty listed on **Exhibit "A"** (the "**Guaranty**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease and Guaranty, including, without limitation, all of Assignor's right, title and interest in and to security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease against any lessee thereunder, subject to the rights of the lessees under the Lease. Notwithstanding the foregoing, any rents or other charges applicable to periods

Baskin

prior to the date of this Assignment have not been assigned to Assignee and Assignor shall be entitled to such sums.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the lessor under the Lease, from and after the Effective Date.

3. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Lease, based upon or arising out of any breach or alleged breach of the Lease by Assignee occurring or alleged to have occurred from and after the Effective Date.

4. Assignor's Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Lease, based upon or arising out of any breach or alleged breach of the Lease by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR: **BOOS-SOUTHAVEN, LLC**, a Florida limited liability company

By: **BOOS STATES DEVELOPMENT, LLC**, a Florida limited liability company, its Managing Member

By: *Robert D. Boos*
Robert D. Boos, Managing Member

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of July, 2009, within my jurisdiction, the within named **ROBERT D. BOOS**, who acknowledged that he is Managing Member of **BOOS STATES DEVELOPMENT, LLC**, a Florida limited liability company, which is the sole member of **BOOS-SOUTHAVEN, LLC**, a Florida limited liability company, and as the act and deed of **BOOS-STATES DEVELOPMENT, LLC**, a Florida limited liability company, and as the act and deed of **BOOS-SOUTHAVEN, LLC**, a Florida limited liability company he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies so to do.



Blenda J. Santiago
Notary Public
My Commission expires: 7/25/2012

[Notarial Seal]

ASSIGNEE:

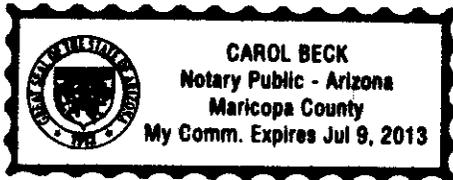
COLE CV SOUTHAVEN MS, LLC, a Delaware limited liability company

By: **COLE REIT ADVISORS III, LLC**, a Delaware limited liability company, Manager

By: 
Todd J. Weiss, Vice President

STATE OF Arizona)
COUNTY OF Maricopa)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of July, 2009, within my jurisdiction, the within named **TODD J. WEISS**, who acknowledged that he is the Vice President of **COLE REIT ADVISORS III**, a Delaware limited liability company, which is the manager of **COLE CV SOUTHAVEN MS, LLC**, a Delaware limited liability company, and as the act and deed of **COLE CV SOUTHAVEN MS, LLC**, a Delaware limited liability company and as the act and deed of **COLE REIT ADVISORS III**, a Delaware limited liability company he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies so to do.



Carol Beck
Notary Public Carol Beck
My Commission expires: July 9, 2013

[Notarial Seal]

EXHIBIT A

Lease Description

LANDLORD: BOOS-SOUTHAVEN, LLC, a Florida limited liability company
2651 McCormick Drive
Clearwater, FL 33759

TENANT: MISSISSIPPI CVS PHARMACY, L.L.C., a Mississippi limited liability company
One CVS Drive
Woonsocket, RI 02895
Attention: Property Administration Dept.
Store No: 8491

DATE: December 1, 2008

PREMISES: SWC of the intersection of Goodman Road and Getwell Road, Southaven, DeSoto County, MS

TERM: Commencing on May 28, 2009 and ending on January 31, 2035.

EXHIBIT B**Legal Description****TRACT 1**

Lot 1, District 21, Phase A, Snowden Farms PUD, situated in Section 33, Township 1 South Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, Pages 14-16, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being a part of the Bob White Land, LLC, Bob White Farm, LLC, RTA Properties, LLC, THT, III Properties, LLC, BST Properties, LLC and RCT Properties, LLC property as described in Book 569 Page 754 (Parcel V) and being in the Northeast Quarter of Section 33. Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi:-

Commencing at the recognized and accepted Northeast corner of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi, said point being the intersection of the centerlines of Goodman Road (Mississippi Highway 302) and Getwell Road; thence North 89 Degrees 22 Minutes 56 Seconds West with the centerline of Goodman Road a distance of 381.27 feet to a point; thence South 00 Degrees 37 Minutes 04 Seconds West a distance of 75.00 feet to an iron pin set in the south line of Goodman Road (right-of-way varies) said iron pin being the true point of beginning; thence South 00 Degrees 14 Minutes 56 Seconds East a distance of 135.94 feet to an iron pin set at a point of curvature; thence southeastwardly along a curve to the left having a radius of 216.00 feet a distance of 142.82 feet (chord = South 19 Degrees 11 Minutes 28 Seconds East 140.23 feet, Delta 37 Degrees 53 Minutes 05 Seconds) to an iron pin set; thence South 50 Degrees 06 Minutes 47 Seconds West a distance of 100.77 feet to an iron pin set; thence North 38 Degrees 42 Minutes 14 Seconds West a distance of 51.82 feet to an iron pin set; thence South 89 Degrees 45 Minutes 04 Seconds West a distance of 216.72 feet to an iron pin set; thence North 00 Degrees 14 Minutes 56 Seconds West a distance of 286.78 feet to an iron pin set in the south line of Goodman Road; thence easterly along the south line of Goodman Road the following three calls:-

South 89 Degrees 11 Minutes 13 Seconds East a distance of 108.14 feet to an iron pin set; thence North 86 Degrees 28 Minutes 25 Seconds East a distance of 140.05 feet to an iron pin set; thence South 89 Degrees 22 Minutes 56 Seconds East a distance of 33.10 feet to the point of beginning.

Together with those appurtenant rights and easements and the benefits thereof to the extent they represent interests in the real property by virtue of the Declaration of Easements, Covenants, Conditions and Restrictions dated December 19, 2008 entered into by and among RTA Properties, LLC, THT III Properties, LLC, BST Properties, LLC, RCT Properties, LLC, Bob White Land, LLC, and Bob White Farms, LLC, recorded in Deed Book 600 Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi more particularly described as follows: (I) nonexclusive, perpetual

and reciprocal easement for reasonable access, ingress and egress; (ii) nonexclusive Detention Facility and Drainage Easements; and (iii) Utility Easements.

Ingress/Egress Easement #1

Commencing at the recognized and accepted Northeast corner of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi, said point being the intersection of the centerlines of Goodman Road (Mississippi Highway 302) and Getwell Road; thence North 89 Degrees 22 Minutes and 56 Seconds West with the centerline of Goodman Road a distance of 381.27 feet to a point; thence South 00 degrees 37 Minutes 04 Seconds West a Distance of 75.00 feet to an iron pin set in the south line of Goodman Road (right-of-way varies), thence with the south line of Goodman Road the following three Calls: -

North 89 Degrees 22 Minutes 56 Seconds West a distance of 33.10 feet; thence South 86 Degrees 28 Minutes 25 Seconds West a distance of 140.05 feet; thence North 89 Degrees 11 Minutes 13 Seconds West a distance of 108.14 feet to an iron pin set in the west line of Tract 1; thence South 00 Degrees 14 Minutes 56 Seconds East with said west line a distance of 42.50 feet to a point, said point being the true point of beginning; thence South 00 Degrees 14 Minutes 56 Seconds East a distance of 24.00 feet to a point; thence South 89 Degrees 45 Minutes 04 Seconds West a distance of 181.50 feet to a point of curvature; thence northwestwardly along a curve to the right having a radius of 25.00 feet a distance of 39.27 feet, Chord = North 45 Degrees 14 Minutes 56 Seconds West 35.36 feet, Delta = 90 Degrees 00 Minutes 00 Seconds) to a point of tangency; thence North 00 Degrees 14 minutes 56 Seconds West a distance of 45.33 feet to a point in the south line of Goodman Road; thence South 89 Degrees 11 Minutes 13 Seconds East with the south line of Goodman Road a distance of 36.51 feet to a point; thence South 00 Degrees 14 Minutes 56 Seconds East a distance of 15.65 feet to a point of curvature; thence southeastwardly along a curve to the left having a radius of 30.00 feet a distance of 47.12 feet (chord = South 45 Degrees 14 Minutes 56 Seconds East 42.43 feet, Delta = 90 Degrees 00 minutes 00 Seconds) to a point of tangency; thence North 89 Degrees 45 Minutes 04 Seconds East a distance of 140.00 feet to the point of beginning.

Ingress/Egress Easement #2

Commencing at the recognized and accepted Northeast corner of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi, said point being the intersection of the centerlines of Goodman Road (Mississippi Highway 302) and Getwell Road; thence South 00 Degrees 07 Minutes 40 Seconds East, with the centerline of Getwell Road a distance of 421.52 feet to a point; thence South 89 Degrees 52 Minutes 20 Seconds West a distance of 60.00 feet to an iron pin set in the south line of Tract 2, said iron pin being the true point of beginning;

thence South 00 Degrees 07 Minutes 40 Seconds East with the west line of Getwell Road a distance of 15.50 feet to a point; thence South 89 Degrees 52 Minutes 20 Seconds West a distance of 105.93 feet to a point of curvature; thence northwestwardly along a curve to the right having a radius of 231.50 feet a distance of 180.52 feet (chord = North 67

Degrees 47 Minutes 18 Seconds West 175.98 feet, Delta = 44 degrees 40 Minutes 44 Seconds) to a point of reverse curve; thence northwestwardly along a curve to the left having a radius of 15.00 feet a distance of 22.11 feet (chord = North 87 Degrees 40 Minutes 04 Seconds West 20.16 feet, Delta 84 Degrees 26 Minutes 17 Seconds) to a point; thence South 50 Degrees 06 Minutes 47 Seconds West a distance of 30.21 feet to a point of curvature; thence southwestwardly along a curve to the left having a radius of 15.00 feet a distance of 23.11 feet (chord = South 05 Degrees 58 Minutes 26 Seconds West 20.89 feet, Delta 88 Degrees 16 Minutes 42 Seconds) to a point; thence South 47 Degrees 57 Minutes 57 Seconds West a distance of 24.05 feet to a point on curve; thence northwestwardly along a curve to the left having a radius of 15.00 feet a distance of 8.96 feet (chord = North 55 Degrees 16 Minutes 09 Seconds West 8.82 feet, Delta 34 Degrees 12 Minutes 27 Seconds) to a point; thence North 38 Degrees 37 Minutes 54 Seconds West a distance 22.45 feet to a point in the southeast line of Tract 1; thence North 50 Degrees 06 Minutes 47 Seconds East with said southeast line a distance of 100.53 feet to a point on curve in the south line of Tract 2; thence southeastwardly along a curve to the left having a radius of 216.00 feet to distance of 196.01 feet (chord South 64 Degrees 07 Minutes 49 Seconds East 189.35 feet, Delta = 51 Degrees 59 Minutes 37 Seconds) to a point; thence North 89 Degrees 52 Minutes 20 Seconds East a distance of 105.93 feet to the point of beginning.