

**ASSIGNMENT OF LESSOR'S INTEREST IN
LEASE AGREEMENT**

THIS ASSIGNMENT made and entered into as of the 18th day of July, 2008, by and between **BT CHELSEA ASSOCIATES, LLC**, a Tennessee limited liability company, hereinafter referred to as "ASSIGNOR," and **RILEY SLOAN RAINWATER, JR.** an individual, hereinafter referred to as "ASSIGNEE."

WITNESSETH:

WHEREAS, Assignor is the lessor under that certain Lease Agreement as of November 23, 2007, (the "Lease") with Tractor Supply Company, a Delaware corporation, as lessee (the "Lessee"), wherein Assignor agreed to lease to Lessee certain property having the address 119 Atchison Drive, Chelsea, Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements now or hereafter located thereon (collectively, the "Premises"), according to the terms and conditions set out therein; and

WHEREAS, Assignor desires expressly to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in and to the Lessor's interest under said Lease and any subsequent amendments to said Lease;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey to Assignee, its successors and assigns, all Assignor's right, title and interest in, to and under the Lessor's interest under said Lease.

TO HAVE AND TO HOLD all of Lessor's interest under said Lease unto Assignee, its successors and assigns, forever.

By acceptance of this Assignment, Assignee hereby assumes the due and full performance of all the obligations and duties imposed upon Assignor as Lessor under the Lease, but only to the extent such obligations first arise and accrue on or after the date of this Assignment. Assignor hereby agrees to defend, indemnify and hold Assignee harmless and shall remain liable for landlord's obligations which are in existence under the Lease prior to the date of this Assignment. In addition, it is understood and agreed that Assignor has agreed to remain responsible to Lessee, and to indemnify, defend and hold harmless Assignee for the obligations under section 13 of the Lease during the one year period described in section 13 of the Lease. Assignee hereby agrees to defend, indemnify and hold Assignor harmless and shall be liable for

landlord's obligations under the Lease on and after the date of this Assignment, except for Assignor's obligation in the preceding sentence. This mutual indemnification shall include without limitation, court costs and reasonable attorneys' fees to the prevailing party which are incurred in connection with the enforcement of this indemnity.

This Assignment and the covenants herein contained shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors and assigns.


This Assignment may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes.

Intentionally Left Blank

Signature Pages to Follow

IN WITNESS WHEREOF, Assignor hereunder has executed this Assignment on the day and first above written.

**BT CHELSEA ASSOCIATES, LLC,
A Tennessee limited liability company**

BY: 
N. Brad Thomason, its Sole Member &
Manager

As of the date hereof, Assignee hereby accepts this Assignment in accordance with its terms and assumes the obligations provided therein.

Riley Sloan Rainwater, Jr.

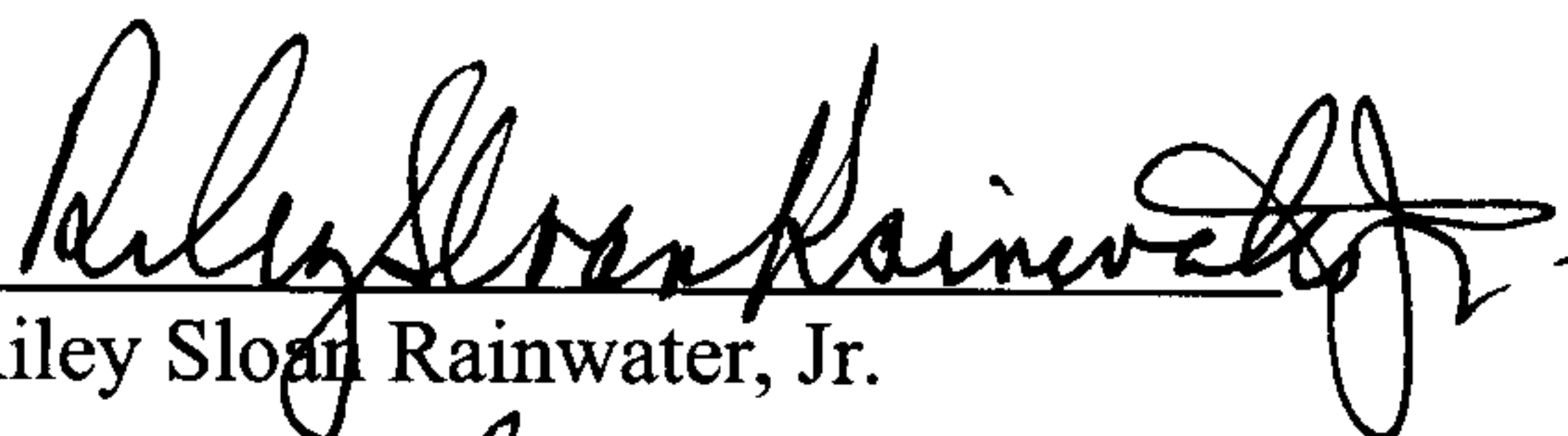
Date: _____

IN WITNESS WHEREOF, Assignor hereunder has executed this Assignment on the day and first above written.

BT CHELSEA ASSOCIATES, LLC,
A Tennessee limited liability company

BY: _____
N. Brad Thomason, its Sole Member &
Manager

As of the date hereof, Assignee hereby accepts this Assignment in accordance with its terms and assumes the obligations provided therein.



Riley Sloan Rainwater, Jr.

Date: July 17, 2008

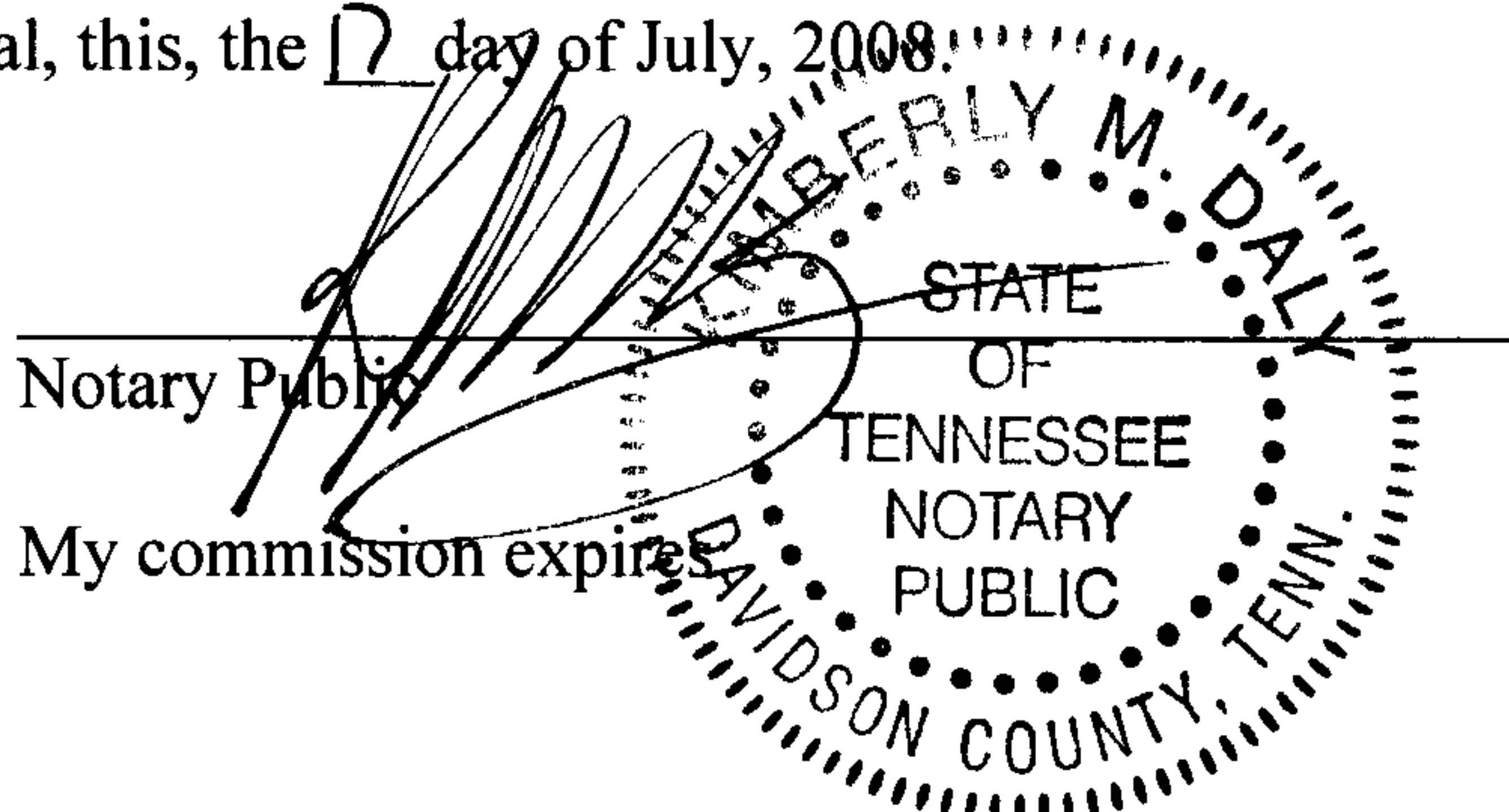
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Shelby Cnty Judge of Probate, AL
07/21/2008 03:07:28PM FILED/CERT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, the undersigned, Kimberly Daly, a Notary Public in and for said County, in said State, hereby certify that N. Brad Thomason, whose name as Sole Member and Manager of BT Chelsea Associates, LLC, a Tennessee limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this, the 17 day of July, 2008.



STATE OF)

My Commission Expires JAN. 24, 2009

COUNTY OF)

Personally appeared before me, a Notary Public, RILEY SLOAN RAINWATER, JR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained

Witness my hand, at office, this _____ day of _____, 200__.

NOTARY PUBLIC
My Commission Expires: _____

20080721000293590 6/7 \$29.00
Shelby Cnty Judge of Probate, AL
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Given under my hand and official seal, this, the ___ day of July, 2008.

Notary Public

My commission expires:

STATE OF ARKANSAS)

COUNTY OF CRAIGHEAD)

Personally appeared before me, a Notary Public, RILEY SLOAN RAINWATER, JR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained

Witness my hand, at office, this 17th day of July, 2008.

Becky Rose
Notary Public, State of Arkansas
Qualified in Craighead County
Commission Expires July 7, 2012

Becky Rose
NOTARY PUBLIC
My Commission Expires: July 7, 2012



20080721000293590 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
07/21/2008 03:07:28PM FILED/CERT

Exhibit A

Lot 2 of according to the survey of Atchison Commercial Development, as recorded in Map Book 39, Page 70, in the Probate Office of Shelby County, Alabama.

Being and intending to be the same property conveyed to BT Chelsea Associates, LLC by Warranty Deed of record in #20080103000004070, Probate Office, Shelby County, Alabama.