

## ASSIGNMENT AND ASSUMPTION AGREEMENT

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THIS ASSIGNMENT made and entered into effective as of the 1st day of January, 2011, by and between **RILEY SLOAN RAINWATER, JR., an individual**, hereinafter referred to as "ASSIGNOR," and **CHELSEA RSR LLC, an Alabama limited liability company**, hereinafter referred to as "ASSIGNEE."

### WITNESSETH:

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

**WHEREAS**, said Lease was previously assigned to Assignor by virtue of that certain Assignment of Lessor's Interest In Lease Agreement dated as of July 18, 2008, by and between BT Chelsea Associates, LLC and Assignor; 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; and

**WHEREAS**, Assignor is the obligor under a Promissory Note dated August 1, 2008, payable to the Bank of America, N.A., in the original principal amount of \$1,066,219 (the "Note"), and additionally desires to assign, transfer and convey to Assignee his interest in the Note.

**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 of Assignor's right, title and interest in and to the Lease and the Note.

**TO HAVE AND TO HOLD** all of Lessor's interest under said Lease and Note 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 now imposed upon Assignor under the Lease and Note, but only to the extent such obligations first arise and accrue on or after the effective date of this Assignment. Assignor hereby agrees to defend, indemnify and hold Assignee harmless and shall remain liable for Assignor's obligations which are in

existence under the Lease and Note prior to the effective date of this Assignment. Assignee hereby agrees to defend, indemnify and hold Assignor harmless and shall be liable for duties imposed upon it under the Lease and Note on and after the effective date of this Assignment. 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, and their respective heirs, 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.

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

Riley Sloan Rainwater, Jr.  
Riley Sloan Rainwater, Jr.

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

CHELSEA RSR LLC,  
An Alabama Limited Liability Company

By: Riley Sloan Rainwater, Jr.  
Riley Sloan Rainwater, Jr.,  
Its Sole Member & Manager

Date: Jan 1, 2011



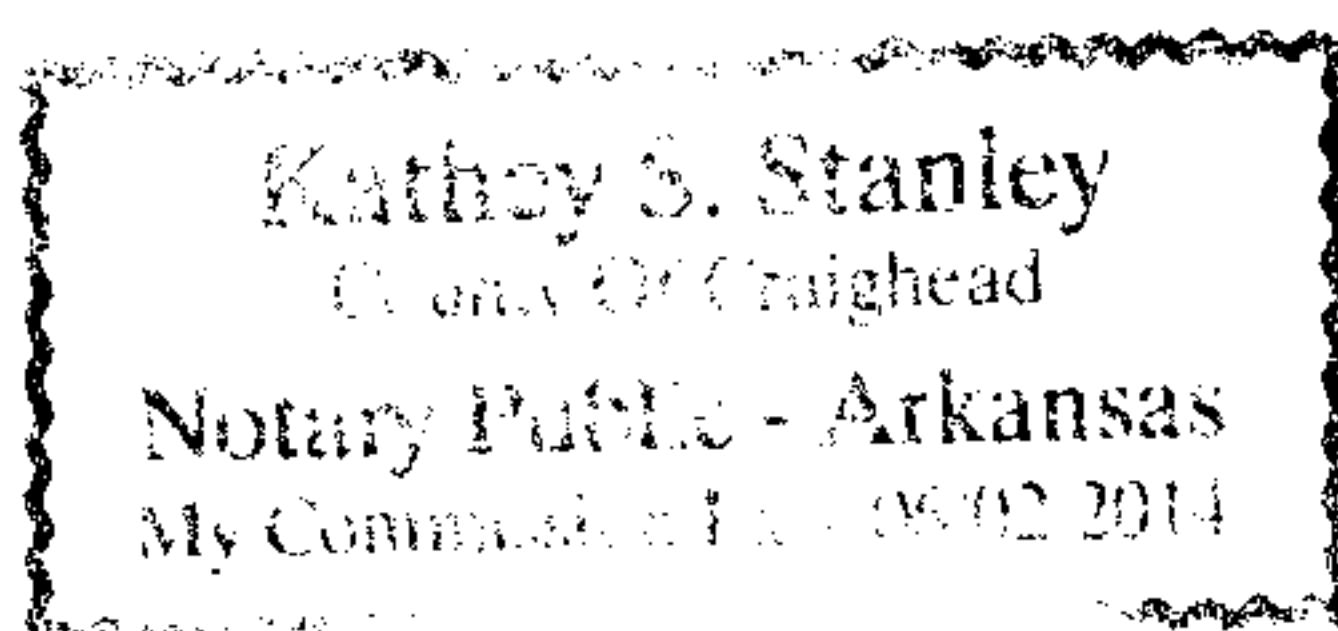
20110111000009140 3/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
01/11/2011 09:40:38 AM FILED/CERT

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 1<sup>st</sup> day of January, 2011.



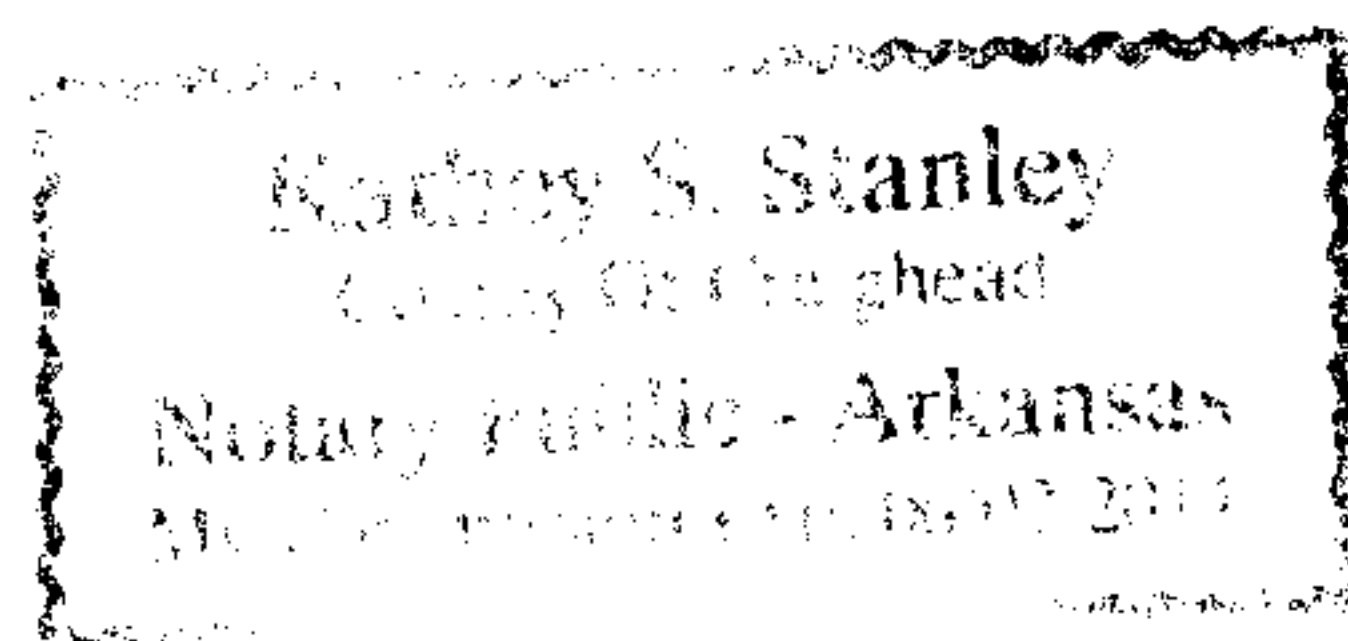
Kathy S. Stanley  
NOTARY PUBLIC  
My Commission Expires: 6/02/2014

STATE OF ARKANSAS )

COUNTY OF CRAIGHEAD)

I, the undersigned, Kathy S. Stanley, a Notary Public, in and for said County, in said State, hereby certify that Riley Sloan Rainwater, Jr., whose name as Sole Member and Manager of Chelsea RSR LLC, an Alabama 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 1<sup>st</sup> day of January, 2011.



Kathy S. Stanley  
Notary Public  
My commission expires:

20110111000009140 4/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
01/11/2011 09:40:38 AM 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.