

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

THIS ASSIGNMENT is made and entered into as of the 11th day of May, 2011, effective as of May 16, 2011, by and between **BT MONTEVALLO ASSOCIATES, LLC**, a **Tennessee limited liability company** hereinafter referred to as "ASSIGNOR," and **CPLP XX (MONTEVALLO) LLC**, a **Delaware limited liability company**, hereinafter referred to as "ASSIGNEE."

WITNESSETH:

WHEREAS, Assignor is the lessor under that certain Lease Agreement dated as of August 12, 2010, (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 4633 Highway 25, Montevallo, Shelby County, Alabama, together with all improvements now or hereafter located thereon (collectively, the "**Premises**"), according to the terms and conditions set out therein; and

WHEREAS, the Lease has been memorialized in the Probate Office of Shelby County, Alabama pursuant to that certain Memorandum of Lease by and between Assignor and Tractor Supply Company, dated August 12, 2010 and recorded at Instrument No. 20100816000261220; 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 Assignor'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 Assignor's interest under said Lease.

TO HAVE AND TO HOLD all of Assignor'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 after the date of this Assignment. Assignor hereby agrees to defend, indemnify and hold Assignee harmless and shall remain liable

for lessor's obligations which are in existence under the Lease on and prior to the date of this Assignment. By acceptance of this Assignment, Assignee hereby agrees to defend, indemnify and hold Assignor harmless and shall be liable for lessor's obligations under the Lease after the 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.

Assignor and Assignee shall reconcile and prorate all amounts due from and to lessor under the Lease as of the date hereof such that Assignor shall be responsible for amounts payable by lessor, and entitled to amounts due to lessor, attributable to the period on and prior to the date hereof; and Assignee shall be responsible for amounts payable by lessor, and entitled to amounts due to lessor, attributable to the period after the date hereof.

Assignor hereby represents, certifies and warrants the following:


1. Attached hereto at Exhibit A is a true, correct and complete copy of the Lease, which is in full force and effect and has not been modified or amended.
2. Assignor has not, other than by this Assignment, assigned its interest in the Lease.
3. No controversy, complaint, negotiation, proceeding, suit or litigation relating to the Lease is pending or, to Assignor's knowledge, threatened, whether in any tribunal or informally.
4. Lessee is not entitled to, and has made no agreement(s) with Assignor or its agents or employees concerning, any free rent, rental abatements, any credit or offset or deduction in rent, or any other type of rental concession, including, without limitation, lease support payments or lease buy-outs, which would be applicable from or after the date hereof.
5. No event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, will constitute a default under the Lease. Lessee has no existing defenses or offsets against the enforcement of the Lease by Assignor.
6. All conditions under the Lease to be performed by Assignor on or prior to the date hereof have been satisfied.

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.

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

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

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

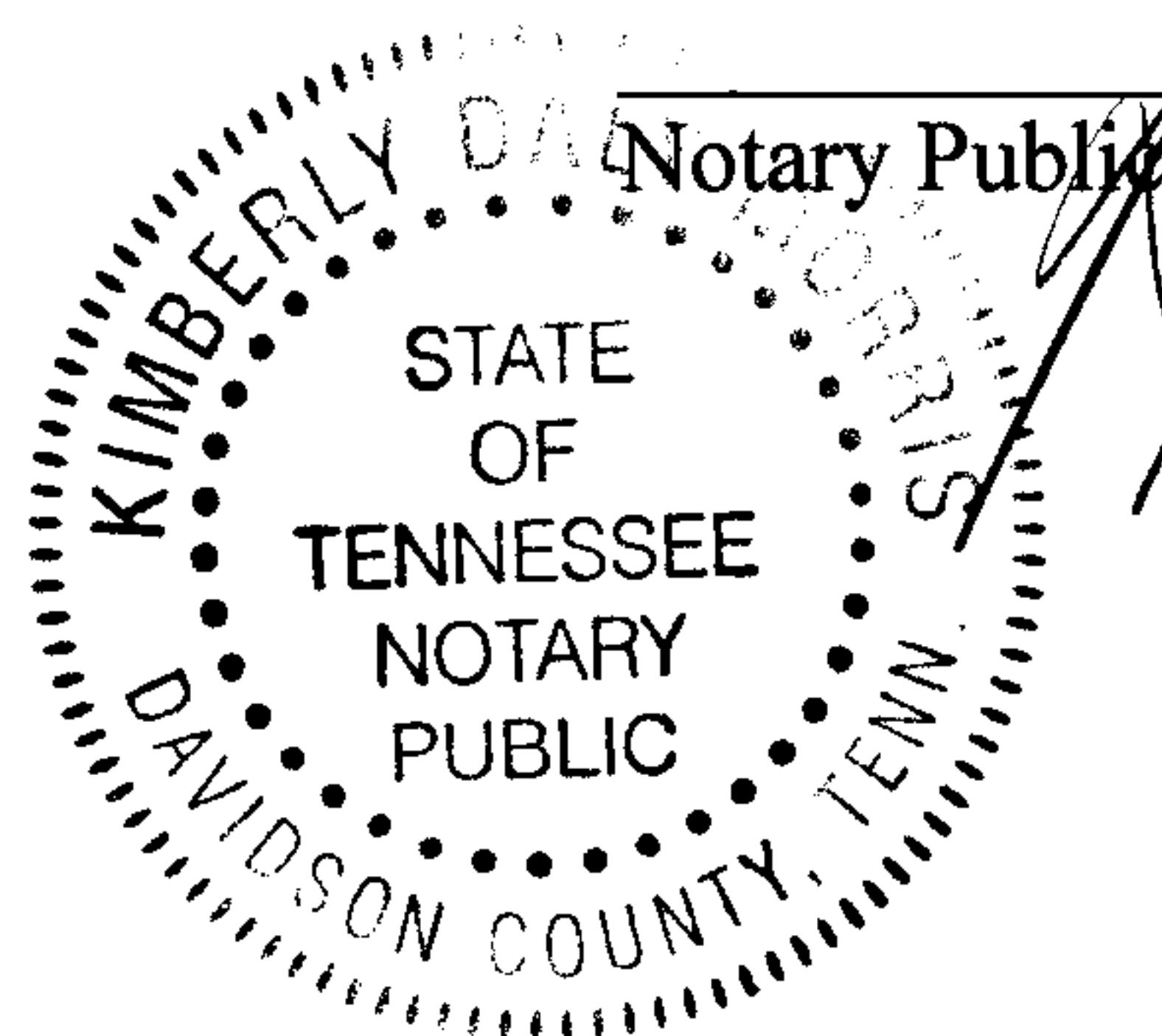
STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, the undersigned, Kimberly Daly Morris, 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 Montevallo 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 12th day of May, 2011.


My commission expires:



My Commission Expires MAR. 4, 2013

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

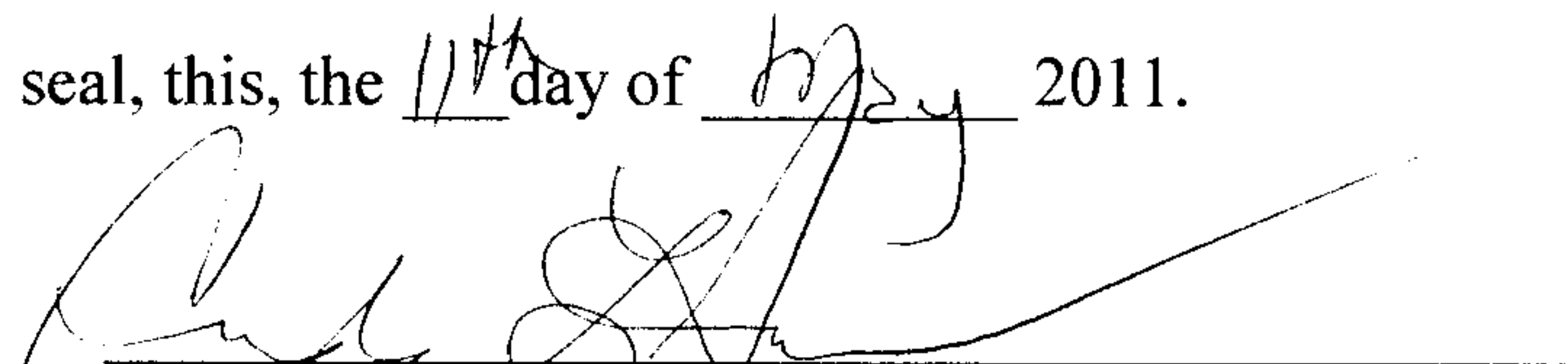
CPLP XX (Montevallo) LLC, a Delaware limited liability company

By: 
Name: Danny C. Aderholt
Title: Manager

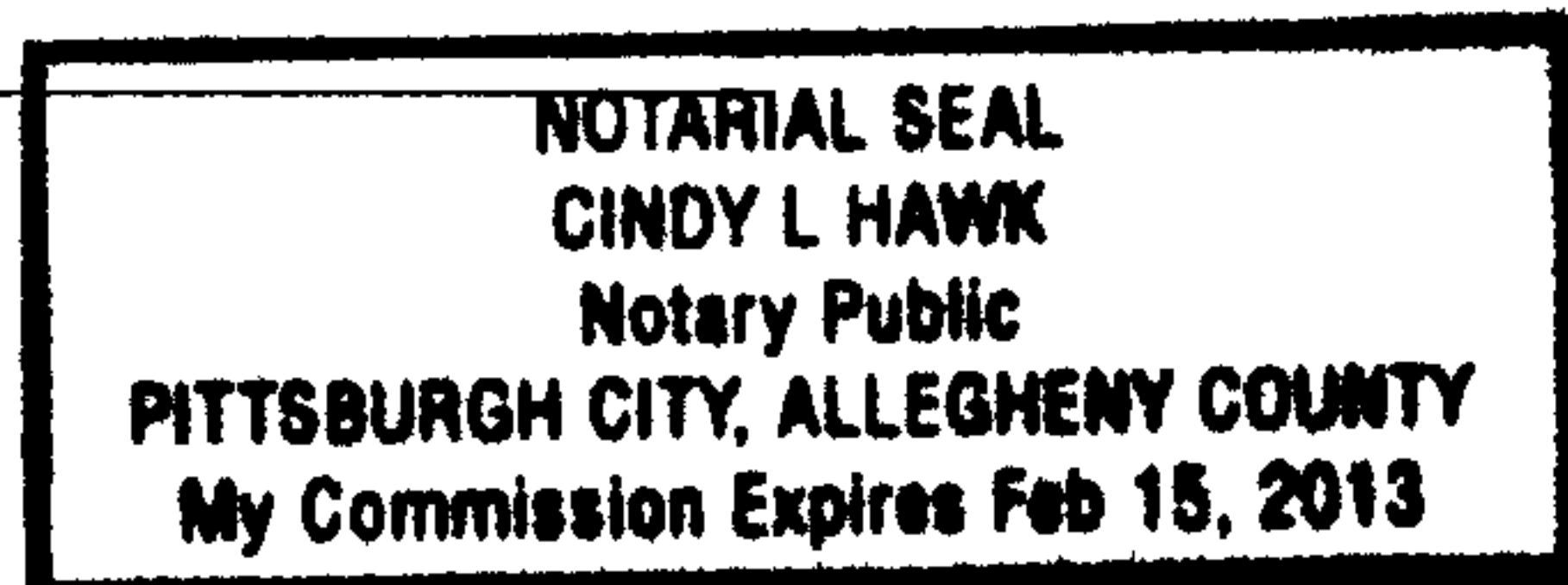
STATE OF Pennsylvania)
COUNTY OF Allegheny)

Personally appeared before me, the undersigned authority in and for said county and state, on this the 11th day of May, 2011, within my jurisdiction, the within named Danny C. Aderholt who acknowledged that he is the Manager of CPLP XX (MONTEVALLO) LLC, a Delaware limited liability company, and that for and on behalf of said company and as its act and deed he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said company.

Given under my hand and official seal, this, the 11th day of May 2011.


Notary Public

My commission expires:



20110901000259310 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/01/2011 03:15:48 PM FILED/CERT

Exhibit A

The Lease

[intentionally deleted for purposes of recording]