

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT made and entered into effective as of the 20 day of May, 2015, by and between **CHELSEA RSR LLC, an Alabama limited liability company**, hereinafter referred to as "ASSIGNOR," and **SS REALTY, LLC, a Georgia 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, 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 of Assignor's right, title and interest in and to the Lease.

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

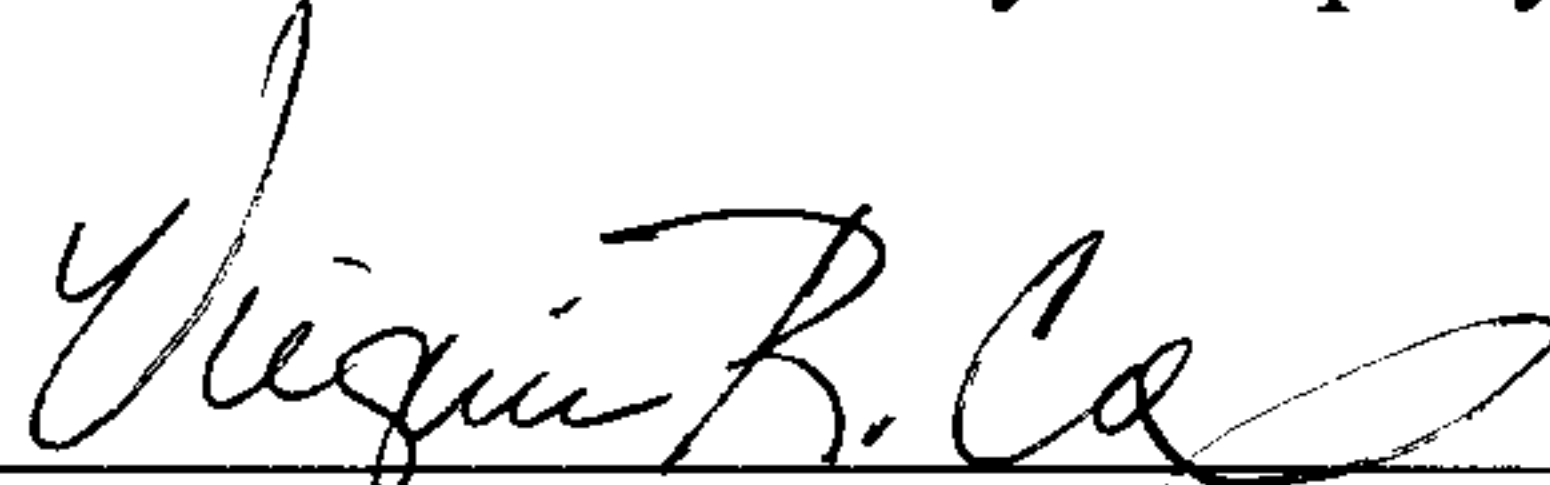
By acceptance of this Assignment, Assignee hereby assumes the due and full performance of all the obligations and duties now imposed upon Assignor under the Lease, but only to the extent such obligations first arise and accrue on or after the effective date of this Assignment. Assignor hereby agrees to defend, indemnify and hold Assignee harmless and shall remain liable for Assignor's obligations which are in existence under the Lease 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 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.

CHELSEA RSR LLC,
an Alabama limited liability company

By 
Virginia R. Cox, Co-Manager

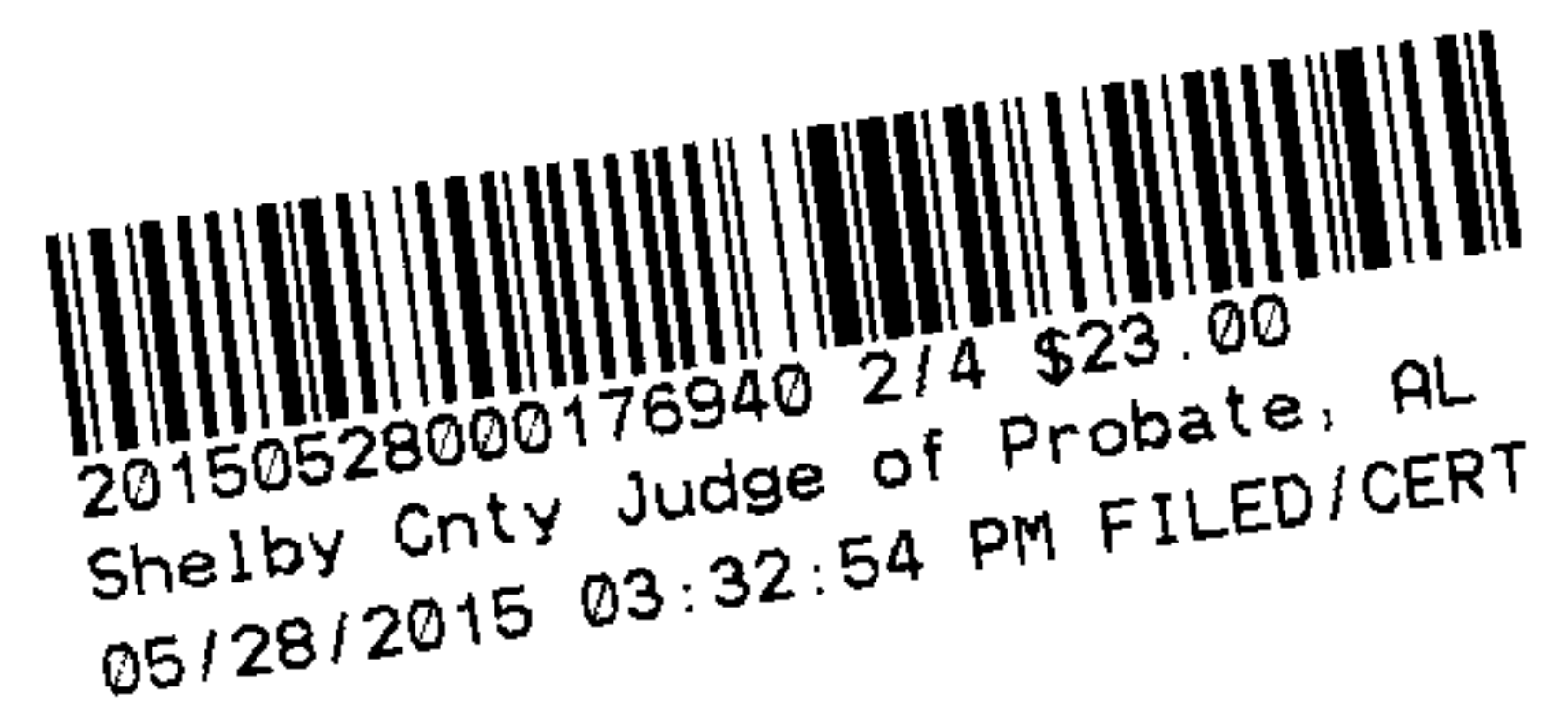
By 
William I. Rainwater, Jr., Co-Manager

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

SS REALTY, LLC,
a Georgia limited liability company
By: SSIL Inc., Managing Member

By: _____
Sidney Spiegel, as President

Date: _____



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.

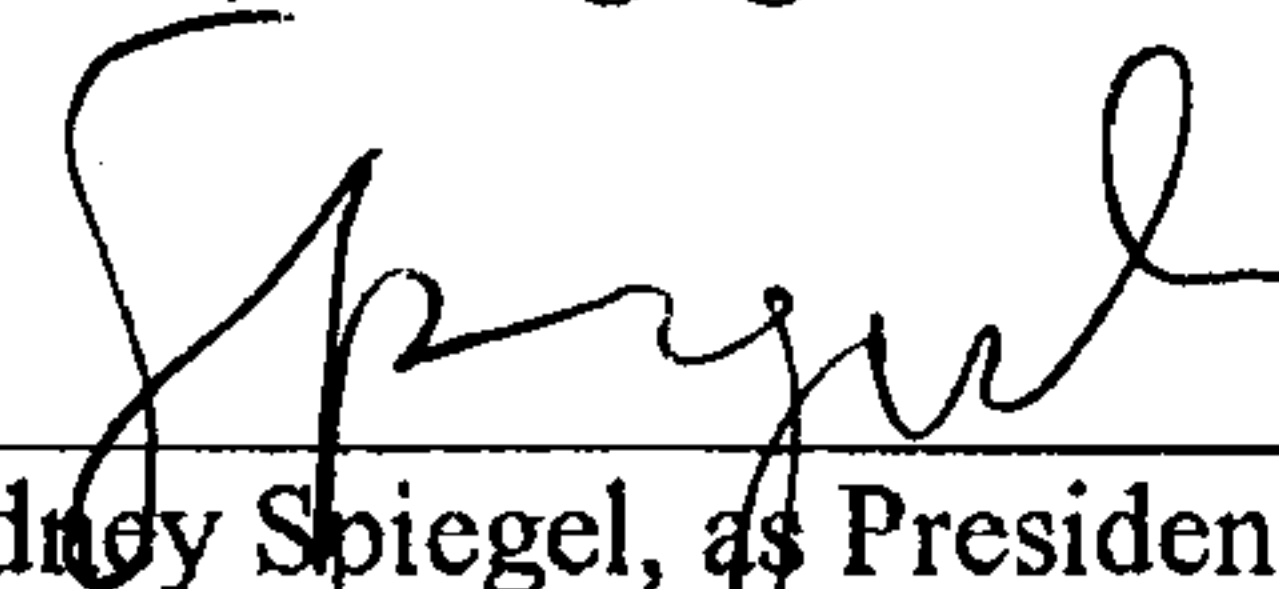
CHELSEA RSR LLC,
an Alabama limited liability company

By _____
Virginia R. Cox, Co-Manager

By _____
William I. Rainwater, Jr., Co-Manager

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

SS REALTY, LLC,
a Georgia limited liability company
By: SSIL Inc., Managing Member

By: 
Sidney Spiegel, as President

Date: May 19, 2015



20150528000176940 3/4 \$23.00
Shelby Cnty Judge of Probate, AL
05/28/2015 03:32:54 PM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 Atchison Commercial Development, as recorded in Map Book 39, page 70, in the Probate Office of Shelby County, Alabama



20150528000176940 4/4 \$23.00
Shelby Cnty Judge of Probate, AL
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