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THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (FRD)
2700 First American Center
Nashville, Tennessee 37238

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the 11th day of August, 1999 between JEFFREY EDWIN LAWRENCE, AS TRUSTEE under the will of Catherine A. Sperry (hereinafter referred to as "Assignor") and HENRY W. BELL and FRANCES N. BELL, husband and wife (hereinafter referred to as "Assignee")

RECITALS

1. Assignor is the sublessee under a sublease from Anne R. Nichols dated July 17, 1996, recorded in Book 10133, page 503, Register's Office for Davidson County, Tennessee, covering the real property described on Exhibit A attached hereto (referred to as the "Lease").

2. Assignor possesses all right, title, and interest in and to the Lease and desires to sell, assign, and transfer the Lease to Assignee, and Assignee desires to accept said sale, assignment, and transfer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

1. Assignment. Assignor hereby sells, assigns, and transfers to Assignee any and all Tenant's right, title, and interest in and to the Lease. The foregoing sale, assignment, and transfer is made without any recourse whatsoever to Assignor and without any representations and warranties express or implied of any nature whatsoever.

2. Acceptance and Indemnification. Assignee hereby accepts the foregoing sale, assignment, and transfer and promises and agrees to pay all rent and to faithfully perform all covenants, stipulations, agreements, and obligations under the Lease accruing on or after the date hereof, or

otherwise attributable to the period commencing on said date and continuing thereafter, and Assignor is responsible for the period prior thereto. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever and relating to the Lease or the premises demised thereunder arising on or after the date hereof.

3. Agreement Binding. This agreement shall be binding upon the successors and assigns of the parties hereto. The parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on or as of the day and date first above written.

ASSIGNOR:

JEFFREY EDWIN LAWRENCE, TRUSTEE

ASSIGNEE:

HENRY W. BELL

FRANCES N. BELL

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Jeffrey Edwin Lawrence, Trustee, the within named assignor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of August, 1999.

Laura Lincoln
Notary Public

My Commission Expires:
1-27-01

LAURA LINCOLN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Henry W. and Frances N. Bell, the within named assignees, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 11th day of August, 1999.

Laura Lincoln
Notary Public

My Commission Expires:
1-27-01

LAURA LINCOLN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

#2041540.1

EXHIBIT A

LAND in Davidson County, Tennessee, being Unit No. 95L, created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for The Cloister at St. Henry, Phase ID, as shown on plat of record in Book 6933, page 927, in the Register's Office of Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase ID, attached as Exhibit "B" to said Master Deed for property identification. Also see matters shown on the Plan of Fifth Revision of The Cloister at St. Henry, Phase ID, of record in Book 6250, page 979, Register's Office for Davidson County, Tennessee.

BEING the same property subleased to Catherine A. Sperry, by Sublease of Record in Book 10133, page 503, Register's Office for Davidson County, Tennessee.

Pursuant to Last Will and Testament of Catherine Alberta (Uhlian) Sperry, subject property was devised to Jeffrey Edwin Lawrence, as Trustee, as recorded in Minute Book 440, page 707, Docket No. 99P528, Circuit Court of Davidson County, Tennessee.

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IDENTIF. + REFERENCE
99 AUG 11 AM 11:25
R.L. [illegible] REGISTER
DAVIDSON COUNTY, TN.
#773 08/11 0101 03CHECK 18.00