

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT ("Assignment") is made and entered into as of the ___ day of March, 2022 (the "Execution Date"), by and between PUBLIC SQUARE, LLC, a Tennessee limited liability company ("Assignor"), and METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Assignee").

RECITALS

WHEREAS, Assignor, as purchaser, and, Global Mall Partnership, a Tennessee general partnership as seller ("Seller"), initially entered into that certain original purchase and sale agreement dated October 29, 2020 and thereafter amended and extended;

WHEREAS, thereafter Assignor undertook extensive due diligence and incurred substantial expense to assist with entitlements for the future development and feasibility of the Property (as defined below), including the cancellation of the Hickory Hollow Planned Unit Development;

WHEREAS, as a result and thereafter, the Seller and Assignor terminated the original purchase and sale agreement and subsequently entered into that certain Purchase and Sale Agreement dated January 27, 2022, (as restated, supplemented, or otherwise modified, the "Agreement"), with respect to that certain real property comprising six parcels located at 5234 Mt. View Road, 5252 Hickory Hollow Parkway, 0 Mt. View Road, 5178 Mt. View Road, 927 Bell Road, and 5246 Hickory Hollow Parkway, in Antioch, Tennessee 37013 (Tax IDs: 16300042300; 16300022800; 16300025600; 16300042100; 16300035200; and 16300035300), containing approximately 27.23 acres +/- ("Property"), whereby Assignor has contracted to purchase the Property from Seller;

WHEREAS, a true and correct copy of the Agreement is attached as Exhibit 1 and incorporated into this Assignment by reference;

WHEREAS, pursuant to the Agreement, Assignor made an earnest money payment to the Seller, which is non-refundable and not to be applied to the purchase price for the Property;

WHEREAS, Assignor now wishes to assign its rights in and to the Agreement to the Assignee as of the Effective Date (as defined below); and

WHEREAS, Assignee desires to acquire such assignment of rights, and assume all of Assignor's obligations under the Agreement, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. This Assignment shall become effective only after the Metropolitan Council's approval by appropriate legislation and upon the date (the "Effective Date") of its filing with the Metropolitan Clerk.

2. The recitals set forth above are true and correct and are incorporated into this Assignment by this reference.

3. Assignor hereby assigns the Agreement to the Assignee as of the Effective Date of this Assignment, provided Assignee agrees that Assignee will not re-assign or amend the Agreement without the written consent of Assignor, which shall not be unreasonably withheld, conditioned, or delayed.

4. Assignee hereby assumes and agrees to perform all of the duties, obligations and liabilities of Assignor under the Agreement.

5. Assignor hereby agrees to defend, indemnify and hold harmless Assignee from (i) all of the liabilities, obligations and duties under the Agreement which accrued on or prior to the Effective Date of this Assignment or upon or after any Re-Assignment, and (ii) all losses, damages and expenses (including reasonable attorney's fees) resulting from any breach of the Agreement by Assignor on or prior to the Effective Date of this Assignment or upon or after any Re-Assignment.

6. To the extent permitted by applicable law, Assignee hereby agrees to defend, indemnify and hold harmless Assignor from (i) all of the liabilities, obligations and duties under the Agreement which accrue after the Effective Date of this Assignment, and (ii) all losses, damages and expenses (including reasonable attorney's fees) resulting from any breach of the Agreement by Assignee after the Effective Date of this Assignment; provided that the foregoing indemnities shall not extend beyond the effective date of any Re-Assignment except as results from the gross negligence or willful misconduct of Assignee. Notwithstanding any other provision of this Assignment, Assignee may in good faith assert a defense of any claim arising under this paragraph pursuant to Tennessee Attorney General Opinion 93-01.

7. Assignee shall file the appropriate legislation seeking approval of this Assignment by the Metropolitan Council within 30 days after the Execution Date. In the event that the Assignment has not been approved by the Metropolitan Council and filed with the Metropolitan Clerk by May 28, 2022, either party may terminate this Assignment by notifying the other by written notice at any time thereafter.

8. Subject to the outside closing date set forth in the Agreement, the closing date shall take place on or before June 28, 2022. If Assignee fails to close on the purchase of the Property within such period, this Assignment shall be deemed automatically re-assigned to, and re-assumed by, Assignor (a "Re-Assignment") and the parties shall have no further rights or obligations hereunder. Assignor has the right under the Agreement to extend the closing date a first time through May 28, 2022 and, provided the Assignment has been approved by the Metropolitan Council, a second time through June 28, 2022. Upon Assignee's request (the "First Extension Request") delivered not later than 5:00 PM on April 25, 2022, Assignor shall extend the closing date to May 28, 2022, pursuant to the terms of the Agreement. Provided that Assignee has delivered the First Extension Request as provided herein, then upon Assignee's written request delivered not later than 5:00 PM on May 25, 2022, Assignor shall extend the closing date to June 28, 2022, pursuant to the terms of the Agreement. Assignee shall reimburse Assignor for Assignor's actual costs of exercising such extensions, not to exceed the amounts provided in the Agreement. Notices of extension contemplated by this paragraph may be delivered either by hand or electronic mail to:

Mr. K. Clay Haynes
106 Public Square, Suite 1
Gallatin, TN 37066
clay@onepublicsquare.com

9. The purchase price of the Property is Twenty Four Million and No/100 Dollars (\$24,000,000.00) (the "Assignment Purchase Price"). At the closing of the purchase of the Property by Assignee, Assignee shall pay to Assignor the amount of the Assignment Purchase Price minus the purchase price set forth in the Agreement (such difference being the "Assignment Fee"). The Assignment Fee shall be paid to Assignor as a separate line item on the settlement statement. Assignee is responsible for all closing costs and no closing costs or other deductions or adjustments shall reduce the Assignment Fee. Each party shall be responsible for its own attorneys' fees. Assignor shall retain the right to directly communicate with the Escrow Agent (as defined in the Agreement). The "Purchaser" and "Seller" closing settlement statements shall be separated and Assignor shall retain the right to coordinate and direct the production and circulation of all settlement statements.

10. To the extent transferable, Assignor hereby transfers to Assignee all of Assignor's right, title and interest in and to any third-party reports prepared for Assignor related to the acquisition of and due diligence for the Property (the "Third-Party Reports"). Electronic or hard copies of all such Third-Party Reports shall be provided to Assignee within five days after the Execution Date. As part of the transfer of the Third-Party Reports, Assignor shall use good faith efforts to cause the Third-Party Reports to be addressed or certified (or a reliance letter to be issued) to Assignee. In the event of a Re-Assignment, the Third-Party Reports shall be deemed automatically re-assigned to Assignor and any hard copies shall be immediately returned to Assignor.

11. Assignor represents and warrants to Assignee that (i) neither Assignor nor Seller have provided a notice of a default or declared a default pursuant to the Agreement on or prior to the Effective Date; (ii) Assignor has not assigned, in whole or in part, any right, title or interest of Assignor as Purchaser under the Agreement; and (iii) Assignor has the limited liability company authority to assign the Agreement and enter into this Assignment.

12. In the event that Assignee defaults under this Assignment or the Agreement, if Assignor so elects, all rights of Assignee hereunder shall be deemed automatically a Re-Assignment back to Assignor, and Assignor shall once again be the "Purchaser" under the Agreement.

13. Prior to Closing, Assignee agrees to cooperate and consult with Assignor regarding any press release or similar public announcement with respect to the transactions contemplated herein or any matters set forth in this Assignment and in the Agreement. Notwithstanding anything to the contrary in this Assignment, Assignee shall have the right to make all disclosures with regard to the transactions contemplated in this Assignment and in the Agreement as are required under applicable law and regulation, including, without limitation, all applicable laws and regulations relating to securities, securities exchanges and the issuers of securities.

14. The Assignor hereby designates Clay Haynes to be the Assignor Representative (the "Assignor Representative") for purposes of this Assignment. Any written approval, decision or determination hereunder to be made by Assignor shall be made by the Assignor Representative and the giving of such approval or making of such determination or decision by the Assignor Representative shall be confirmation that all necessary action of the Assignor has been taken to make the same binding on the Assignor. Assignee shall deal directly with the Assignor Representative regarding the purchase of the Property and the Agreement and shall have the unconditional right to rely on such approval, decision or determination of the Assignor Representative.

15. This Assignment may be executed in two or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but each counterpart shall together constitute one and the same instrument. Electronic copies of this Assignment and any signature thereon shall be considered for all purposes hereof an original.

16. This Assignment expresses the entire agreement of the Assignor and Assignee and supersedes any and all previous agreements between Assignor and Assignee with regard to the subject matter hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNEE:

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**


Recommended by:



Director, Public Property Administration

ASSIGNOR:


**PUBLIC SQUARE, LLC,
a Tennessee limited liability company**

By: 

Name: K. Clay Haynes


Title: President

Approved as to Funding Availability:



Director, Department of Finance

Approved as to Form and Legality:



Metropolitan Attorney

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between Global Mall Partnership, a Tennessee general partnership ("Seller"), and Public Square, LLC, a Tennessee limited liability company ("Purchaser").

1. Description of Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase, for the price and upon the terms and conditions set forth below, those certain properties commonly known as 5234 Mt. View Road, 5252 Hickory Hollow Parkway, 0 Mt. View Road, 5178 Mt. View Road, 927 Bell Road and 5246 Hickory Hollow Parkway in Antioch, Tennessee 37013 (Tax IDs: 16300042300; 16300022800; 16300025600; 16300042100; 16300035200; and 16300035300) containing approximately 27.23 acres in the aggregate, together with all buildings and other improvements (in "as-is condition") located thereon, and all rights, easements privileges and appurtenances thereto belonging (collectively the "Property").

2. Purchase Price. The purchase price of the Property is [REDACTED]. The Purchase Price shall be paid as follows: (a) fifty thousand dollars in the form of a cashiers check (\$50,000.00) within five (5) business days of the full execution of this Agreement which shall be immediately non-refundable, non-applicable to purchase price and dispersed to the seller, (b) one hundred thousand dollars (\$100,000.00) held by Fidelity National Title Group (Attn: Teresa Beardsley, 615-224-7426, 6840 Carothers Pkwy, Franklin, TN 37067) as escrow agent ("Escrow Agent" or "Title Company"), and (c) the remaining balance paid and delivered at Closing, after first deducting the Deposits, in cash at Closing or by wire transfer of confirmed funds through escrow. Notwithstanding the foregoing, the Purchase Price shall increase by two hundred fifty thousand dollars (\$250,000.00) with the first Extension Event (as defined in Section 4 below), if exercised: and shall increase by an additional two hundred fifty thousand dollars (\$250,000.00) with the second extension event if exercised. For the sake of clarity, the Purchase Price amounts are as follows:

- a. Closing with initial Diligence Period: [REDACTED] (Closing 4/28/2022)
- b. Closing with First Extension exercised: [REDACTED] (Closing 5/28/2022)
- c. Closing with Second Extension exercised: [REDACTED] (Closing 6/28/2022)

3. Title and Survey. The Property shall be conveyed subject to the following title exceptions and no other: (a) current real estate taxes not yet due and payable; and (b) all survey matters and title exceptions to the extent approved by Purchaser. Promptly after the execution of this Agreement, Purchaser shall obtain, a commitment for owner's title insurance issued by Title Company, in an amount of not less than the Purchase Price, naming Purchaser as the proposed insured. Purchaser shall choose the title agent. Seller shall cooperate with the Title Company to cause to be issued at closing a policy of title insurance pursuant to said commitment containing only those exceptions specified above. Purchaser shall have forty (45) days from the Effective Date to examine the title to the Property, review the Survey and any other supporting documents and give Seller written notice of any objections with respect to any

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matters shown on or by the Surveyor the Commitment. If Purchaser does not either accept the conditions of the Commitment and the Survey in the time frame set forth in this Section, then shall have fifteen (15) days to object. If Purchaser fails to object within said fifteen (15) day period, then Purchaser shall be deemed to have accepted the title and Survey as is except for matters to which notice has been given by Purchaser, such exceptions and Survey matters herein "Permitted Exceptions". In no event shall mortgages, deeds of trust, monetary liens, or leases be deemed Permitted Exceptions. Upon receipt of notice of any such objections, except for liens which can be satisfied at Closing from the proceeds of the Purchase Price to be received by Seller, the Seller shall have fifteen (15) days after receipt of such notice to satisfy or cure such objections. If Seller fails or declines to satisfy the same within such period, the Purchaser, at Purchaser's option as evidenced by written notice to Seller, may elect to (i) terminate this Agreement in which event the Earnest Money shall be refunded to Purchaser. Any further obligations of the parties shall expire, and this Agreement shall become null and void, or (ii) waive in writing any such obligations and close the purchase of the property subject to such objections in which event any such objections shall thereafter constitute Permitted Exceptions under this Agreement.

In addition, Purchaser may obtain, at Purchaser's own expense, a current survey of the Property (the "Survey"). Notwithstanding the foregoing, Seller agrees that in all events it shall (a) cause all mortgages, deeds of trust, security interests, loan documents, and other liens to be released at or before the Closing, (b) execute all affidavits necessary to remove the so-called standard exceptions from such policy (except for the "survey exception" which shall be the responsibility of Purchaser), and (c) provide all resolutions, good standing certificates and other items necessary to satisfy any requirements set forth in the title commitment relating to the good standing, authorization or other corporate matters relating to the Seller, all regardless of whether any such items are raised in Purchaser's title objection letter. Nothing in this Section 3 shall limit Purchaser's right to terminate this Agreement prior to the expiration of the Inspection Period. Purchaser acknowledges that purchaser is satisfied in all respects with the title and survey.

4. Due Diligence. The obligations of Purchaser hereunder are conditioned upon Purchaser obtaining satisfactory assurances with respect to the Property, in Purchaser's sole and absolute discretion, by the date (April 28, 2022) that is ninety (90) days after the Effective Date (January 28, 2022) (the "Due Diligence Period"). Due Diligence and closing periods are one and the same and running concurrently. Purchaser acknowledges that the property is currently closed and is being sold "as-is," and there is no guarantee that systems are operational. At its sole option, Purchaser shall have the right to extend the Due Diligence/ Closing Period for two (2) additional periods of thirty (30) days each upon written notice to Seller given prior to the expiration of the Inspection / Closing Period (the exercise of such extension with written notice to Seller in each case being an "Extension Event.") Upon each of the Extension Events, an additional fifty thousand dollars (\$50,000.00) of the Deposit shall become nonrefundable to Purchaser and non-applicable to purchase price except if this Agreement terminates before closing for any reason other than Purchaser's default hereunder. If Purchaser is unable to obtain satisfactory assurances with respect to the Property for any reason or no reason at all, Purchaser may terminate this Agreement by notifying Seller at any time before 11:59 P.M. (Central time) on or

before the last day of the inspection /closing Period (as may be extended) and Purchaser shall recover the Deposit (less any portion that was deemed nonrefundable pursuant to an Extension Event). If Purchaser fails to terminate this Agreement prior to the expiration of the Inspection / closing Period, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section, and the entire Deposit shall be nonrefundable to Purchaser except in the event that this Agreement terminates prior to closing for any reason other than Purchaser's default hereunder. Seller grants Purchaser and Purchaser's agents, representatives, and designees the right to enter the Property to inspect it, make soil test borings, make drainage tests, take surveys, make engineering and architectural drawings or tests, and make and perform other tests and inspections of the Property, provided that the foregoing shall not materially alter or damage the Property or materially and unreasonably interfere with the normal activities of Seller on the Property. Upon request of Seller, Purchaser shall provide periodic updates regarding the status of its due diligence and planning. In the event this sale is not closed for any reason other than Seller's default, Purchaser shall deliver to Seller copies of all drawings, studies, tests, and other materials which it may have compiled with respect to the property in preparation for the purchase of the same. In order to ensure approval of Purchaser's intended use of the Property, Purchaser may require assistance from Seller in negotiations and discussions with applicable governing authorities and/or lenders. From the Effective Date until Closing, Seller agrees to cooperate with Purchaser and such governing authorities and lenders, and reasonably assist Purchaser with such negotiations and discussions, including the execution of documents reasonably acceptable to Seller. Purchaser acknowledges that purchaser is satisfied in all respects with the Due Diligence.

5. Closing Costs. The Closing shall take place at the offices of the Title Company in Nashville, Tennessee at a date and time mutually agreeable to Purchaser and Seller or telephonically or at another location as mutually agreed by Purchaser and Seller, but in no event later than (April 28,2022) ninety (90) days after the effective date (Jan 28, 2022). At Closing, Seller shall execute and deliver to Purchaser (a) a good and valid warranty deed conveying fee simple title to the Property to Purchaser subject only to the title exceptions described in Section 3 above, and a quitclaim deed for the property as described in the Survey, if applicable, and (b) all assignment of all leases, and all other customary documents and other documents reasonably required for Closing (including without limitation, any estoppels requested by Purchaser), and Purchaser shall pay the Purchase Price (after first deducting the Deposit). Purchaser acknowledges property's agreements/ obligations to Metro Nashville using a part of parking. Receipt of all such documents shall be a condition precedent to Purchaser's obligation to close. At Closing, Seller shall deliver exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions and also convey to Purchaser any and all rights it may have in and to all fixtures and mechanical equipment incorporated in, or used in connection with, the Property, and shall deliver to Purchaser all keys relating to the Property. At Closing, Purchaser shall receive a credit against the Purchase Price in the amount of all unapplied security deposits provided for in each lease. Real estate taxes, Rents and utilities for the Property shall be apportioned and prorated at the end of the day preceding the closing date. If the amount of any prorated item for the year in which the Closing takes place is not known at the Closing, it shall be estimated based on the most current information available on the closing date, and if the

actual amount of any such item for the year of Closing is different from the estimated amount, Seller and Purchaser will promptly adjust such amounts, and the appropriate party will pay the difference to the other party within ten (10) days after the amount of such adjustment has been determined. The foregoing agreements shall survive the Closing. Purchaser shall pay all transfer taxes and recording costs related to this transaction and the cost of the Survey to the extent obtained by Purchaser pursuant to Section 3 above, and Seller shall pay the premium for the title insurance to be furnished pursuant to Section 3 above (including any endorsements reasonably requested by Purchaser). Each party shall be responsible for its own attorney's fees in connection with this transaction, their respective customary closing costs, and one-half of any settlement fees charged by the Escrow Agent, in addition to any other conditions precedent in favor of Purchaser as may be expressly set forth elsewhere in this Agreement. Purchaser's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section on or before the closing date, each of which shall be the responsibility of Seller: (a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing; (b) On the date of Closing all of the representations and warranties of Seller set forth in Section 7 hereof shall be true, accurate, and complete in all material respects; (c) at closing the Title Company shall be irrevocably committed to issue to Purchaser the title policy described above; and (d) there shall have been no material adverse change in the physical condition of or the title to the Property from the expiration of the Inspection Period through the date of Closing.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows: (a) the Property is not subject to any pending litigation or condemnation proceeding and to Seller's knowledge, none is threatened; (b) there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws or any other litigation contemplated by or pending or threatened against the Seller or the Property; (c) the Property is not subject to or encumbered by a mortgage, deed of trust or any other lien of any nature that will continue to encumber or affect Purchaser or the Property after the Closing; (d) the Property is not the subject of any outstanding sale contract, right of first refusal, right of first offer or option to purchase or finance in favor of a third party; (e) no leases or occupancy agreements affect the Property except Metro Nashville parking; (f) the Property is not the subject of any administrative order or any judgment or decree; (g) Seller is the sole owner of the Property with good and marketable title to the Property and has the full right, power, and authority to execute this Agreement and to consummate the transactions contemplated hereby; (h) the execution, delivery, and performance of this Agreement do not conflict with or result in a breach of the terms, conditions or provisions of Seller's organizational documents or any contract agreement, mortgage, trust deed, note, bond indenture or other instrument or obligation of any nature to which Seller is a party or by which Seller is bound, and the execution, delivery, and performance of this Agreement does not contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree or require the approval consent or permission of any governmental or regulatory body or authority; and (i) all taxes and assessments constituting a lien upon the Property have been paid in full or shall be paid at or prior to Closing, and there are no claims pending which would result in the creation of any lien on the Property



for any improvements completed or in progress. None of the information contained in the representations and warranties of Seller set forth in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading. Such representations and warranties are and shall be true as of the Closing and the Effective Date. The foregoing warranties and covenants will survive the Closing. Seller hereby agrees to indemnify and hold Purchaser harmless from any liability claim or demand, cost or expense up to \$50,000, including reasonable attorneys' fees up to \$10,000 that Purchaser may suffer or incur by reason of any of the foregoing representations and warranties being false in any respect. At Purchaser's request, Seller shall reaffirm the foregoing warranties to Purchaser in writing at the Closing.

7. Continuing Operations. From the Effective Date until Closing, Seller shall (i) not intentionally cause damage to the Property, (ii) not make any material alterations to the Property and (iii) neither enter into any new, nor terminate, modify, extend, amend or renew any existing, lease or service, management, maintenance, repair, construction, leasing, or other contract or agreement affecting the Property that will bind the Property or Purchaser after the closing date, including, without limitation, the existing leases (each, a "New Agreement") without providing at least five (5) business days prior notice to Purchaser and obtaining Purchaser's prior written approval of such New Agreement, which approval shall be Purchaser's sole and absolute discretion, provided that (i) if Purchaser consents to any new lease, Seller shall pay Purchaser or its affiliate a market commission with respect to such lease; and (ii) if Purchaser consents to the sale of any portion of the Property, the Purchase Price shall be reduced by the gross sales price

8. Notices. Any notice required to be given herewith shall be in writing and delivered personally (including by commercial courier and/or hand delivery), sent by nationally recognized courier service (such as FedEx), or sent by United States certified mail return receipt requested addressed to the parties at the addresses set forth below, or to such other address as either party may hereafter give the other or by electronic mail. Notices sent by mail or courier service shall be deemed given at the earlier of receipt or rejection of same by the intended recipient.

Purchaser's Notice:
Public Square, LLC
106 Public Square, Suite 1 Gallatin, Tennessee 37066 Attn: K. Clay Haynes
Email: clay@onepublicsquare.com

Seller's Notice:
Global Mall Partnership
757 Armstrong Place Brentwood, Tennessee 37207 Attn: Dr. Rajesh Aggarwal
Email aggarwal8765@gmail.com

9. Condemnation and Casualty. If any authority having the power of eminent domain shall commence legal action against Seller for the damaging, taking, or acquiring of all or any part of the Property either temporarily or permanently, in any condemnation proceeding or by the exercise of the power of eminent domain or if the property is damaged or destroyed by fire or other casualty, Seller shall immediately give notice of the same to Purchaser. Upon any such



occurrence, if it reasonably appears that such taking damage or destruction could materially interfere with Purchaser's intended use of the Property, then Purchaser shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the closing date, in which event Purchaser shall be released of all further obligations hereunder, and the Deposit shall be returned. If Purchaser does not so terminate this Agreement, the Purchase Price shall be reduced by the total value of any awards, settlement proceeds, insurance proceeds, or other proceeds received by Seller with respect to any damage or destruction. At the time of Closing, Seller shall assign to Purchaser all rights of Seller in and to any unpaid awards settlement proceeds, insurance proceeds, or other proceeds payable by reason of any such taking, damage, or destruction. In the event of any negotiations regarding the payment of any such awards or proceeds, Seller will inform Purchaser of all such negotiations of which Seller has notice and will permit Purchaser to take part therein.

10. **Brokers.** Seller and Purchaser represent and warrant to each other that it has not dealt with, consulted, or engaged any real estate broker or agent in connection with this transaction. Each party hereby agrees to indemnify and hold the other party harmless from any liability, claim or demand, cost or expense including reasonable attorneys' fees such other party may suffer or incur by reason of the claims of any real estate broker or agent other than who may claim to have dealt with consulted or been engaged by such first party in connection with this transaction, notwithstanding anything contained herein to the contrary, this indemnity shall survive Closing or termination of this Agreement and shall not be subject to the limitations on remedies contained in Section 12 below.

11. **Default.** If the sale of the Property to Purchaser does not close as a result of default by Purchaser hereunder, and such default is not cured by Purchaser within five (5) business days following written notice from Seller, Escrow Agent shall deliver the Deposit to Sellers liquidated damages as Seller's sole remedy. If the sale of the Property to Purchaser does not close as a result of default hereunder by Seller and such default is not cured by Seller within five (5) business days following written notice from Purchaser, Escrow Agent shall refund the Deposit to Purchaser and Purchaser may seek specific performance and/or recover its damages (such recoverable damages not to exceed \$200,000). Notwithstanding anything contained in this Agreement to the contrary in the event of willful or intentional default of Seller hereunder (e.g. detecting the Property to a third party, filing for bankruptcy), and provided specific performance is not an available remedy therefor, Purchaser shall, in addition to the foregoing be permitted to pursue any and all rights and remedies available to Purchaser at law or in equity. Seller waives the right to assert the defense of lack of mutuality in any suit for specific performance instituted by Purchaser. The foregoing provisions relating to liquidated damages shall not apply in any way to the indemnities provided by each party to the other pursuant to this Agreement.

12. **Prevailing Party.** If any legal or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party in a final, non-appealable court of competent jurisdiction shall be entitled to recover reasonable



attorneys' fees not to exceed \$10,000 and other costs not to exceed \$10,000 incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

13. JURY WAIVER. PURCHASER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY PURCHASER AT CLOSING OR SELLER AT CLOSING OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF THE OTHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER AND PURCHASER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY SELLER AND PURCHASER AT CLOSING AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

14. Miscellaneous. The Section headings are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope or content of this Agreement or any provision hereof. All prior understandings and agreements between the parties are null and void. This agreement supersedes any oral agreement or otherwise between the parties. This Agreement may be modified only by an agreement in writing signed by the parties. Purchaser may assign this Agreement and its rights hereunder without Seller's consent. This Agreement shall apply to, bind, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement. The "Effective Date" of this Agreement shall be the day it is last executed by Seller or Purchaser. This Agreement shall be governed by Tennessee law. Time is of the essence. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. A counterpart executed by a party and transmitted to another party by facsimile or electronic mail shall have the same effect as the delivery of the original counterpart. Any expiration date herein that falls on a weekend (Saturday or Sunday) or a holiday shall move to the next business day. Seller acknowledges that this transaction may be part of a 1031 Exchange, and Seller agrees to cooperate in connection with any such 1031 Exchange. Subject to the terms and conditions herein provided, each party hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. The parties shall execute such additional documents and do such other acts as may be reasonably required to carry out the intent of this Agreement.



[signature page follows]

IN WITNESS WHEREOF Seller and Purchaser have executed, or caused to be executed, this Agreement on the day and year written beside their signatures below.

SELLER:

GLOBAL MALL PARTNERSHIP

By: Rajesh Aggarwal

Date: January 27, 2022

Name: Dr. Rajesh Aggarwal

Title: Managing Partner

PURCHASER:

PUBLIC SQUARE, LLC

By: [Signature]

Date: January 28, 2022

Name: K. Clay Haynes

Title: Managing Partner

**ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE
AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT ("Assignment") is made and entered into as of the 23rd day of March, 2022 (the "Execution Date"), by and between TRUSTEES OF THE JOE C. DAVIS FOUNDATION, ESTABLISHED UNDER THE JOE C. DAVIS FOUNDATION DECLARATION OF TRUST, DATED DECEMBER 23, 1976 ("Assignor"), and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Assignee").

RECITALS

WHEREAS, Assignor, as purchaser, and CV Hickory Hollow, LLC, a Tennessee limited liability company ("Seller"), are parties to that certain Real Estate Purchase and Sale Agreement with an effective date of January 21, 2022 (the "Purchase Agreement"), a copy of which is attached hereto as Exhibit A, for the purchase and sale of certain real and personal property all as more particularly described and defined in the Purchase Agreement as the "Property"; and

WHEREAS, Assignor desires to assign its right, title and interest in and to the Purchase Agreement to Assignee as of the Effective Date (as defined below), and Assignee desires to acquire Assignor's right, title and interest in and to the Purchase Agreement as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. The recitals set forth above are true and correct and are incorporated into this Assignment by this reference.

2. Effective as of the date upon which Assignee obtains all necessary approvals (whether by resolution, legislation or otherwise) for this Assignment and the transactions contemplated herein and in the Purchase Agreement and provides Assignee written notice of such approvals (such date, the "Effective Date"), Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the Purchase Agreement as of the Effective Date. Except for the Earnest Money (as defined in the Purchase Agreement), Assignor shall indemnify and hold Assignee harmless from and against any claims, losses, damages or liabilities relating to the Purchase Agreement to the extent the same arise or accrue prior to the Execution Date.

3. As of the Effective Date, Assignee hereby accepts the foregoing conveyance, transfer and assignment and hereby assumes, and agrees to perform, all the terms, covenants, liabilities, obligations and conditions of the Assignor under Purchase Agreement. To the extent permitted by applicable law, Assignee shall indemnify and hold Assignor harmless from any claims, losses, damages, costs, expenses or liabilities (including reasonable attorneys' fees) relating to the Purchase Agreement to the extent the same arise or accrue from and after the Execution Date or otherwise result from Assignee's failure to pay or perform any obligations of the Assignor under the Purchase Agreement or from any other act or omission of Assignee occurring from and after the Execution Date. To the extent, and only to the extent, that Assignee's indemnification obligations under this Assignment are limited, eliminated, deemed null and void or otherwise unenforceable by or under applicable law, Assignee agrees to, upon demand, reimburse Assignor for all reasonable costs,

expenses and other sums incurred by Assignor relating the Purchase Agreement to the extent the same arise or accrue from and after the Execution Date or otherwise result from Assignee's failure to pay or perform any obligations of the Assignor under the Purchase Agreement or from any other act or omission of Assignee occurring from and after the Execution Date. Assignee's indemnification and/or reimbursement obligations contained in this Section 3 shall survive a termination of this Assignment or the Purchase Agreement and the Closing indefinitely.

4. The purchase price for the conveyance, transfer and assignment to Assignee of Assignor's right, title and interest in, to and under the Purchase Agreement (the "Assignment Purchase Price") shall equal:

- (a) \$100,000.00 representing the Earnest Money described and defined in the Purchase Agreement; and
- (b) all documented, out-of-pocket costs and expenses, not to exceed \$50,000.00, incurred by Assignor in connection with the Purchase Agreement, this Assignment and/or the Property including, without limitation, all attorneys' fees and expenses, title insurance costs, survey costs, environmental diligence and/or reports costs, costs and expenses for property inspection reports and appraisal fees.

Assignee shall pay the Assignment Purchase Price to Assignor in immediately available funds on or before the Closing Date (as defined in the Purchase Agreement). Assignee shall be responsible for the Purchase Price (as defined in the Purchase Agreement) and all other closing costs and expenses under and pursuant to the Purchase Agreement and nothing contained herein or under the Purchase Agreement shall reduce the Assignment Purchase Price. The Assignment Purchase Price shall be paid to Assignor as a separate line item on the settlement statement. Assignor shall retain the right to directly communicate with the Title Company (as defined in the Agreement). The "Buyer" and "Seller" closing settlement statements under the Purchase Agreement shall be separated, and Assignor shall retain the right to coordinate, review and direct the production and circulation of all settlement statements.

5. Assignee covenants and agrees with Assignor that Assignee will not re-assign or amend or modify the Purchase Agreement without the prior, written consent of Assignor, which shall not be unreasonably withheld, conditioned, or delayed.

6. To the extent transferable, as of the Effective Date Assignor hereby transfers to Assignee all of Assignor's right, title and interest in and to any third-party reports prepared for Assignor related to the acquisition of and due diligence for the Property (the "Third-Party Reports"). Electronic or hard copies of all such Third-Party Reports shall be provided to Assignee within five days after the Execution Date. As part of the transfer of the Third-Party Reports, Assignor shall use good faith efforts, at no cost and expense to Assignor, to cause the Third-Party Reports to be addressed or certified (or a reliance letter to be issued) to Assignee. Assignee shall reimburse Assignor, promptly on demand, for all reasonable costs and expenses incurred by Assignor in performing its obligations under this Section 6. The assignment to Assignee of Assignor's right, title and interest in and to the Third-Party Reports is made "**AS-IS, WHERE IS**" and without any representation or warranty of Assignor whatsoever.

7. Assignee shall file for and seek appropriate approvals of this Assignment and the transactions contemplated herein and in the Purchase Agreement promptly after the Execution Date. In the event Assignee has not obtained all necessary approvals (whether by resolution, legislation or

otherwise) for this Assignment and provided Assignee written notice thereof on or before May 18, 2022, this Assignment shall automatically terminate without the need of any action by either party hereto, the conveyance, transfer and assignment of the Purchase Agreement to Assignee as set forth herein shall be deemed null and void and the parties shall have no further rights or obligations hereunder (except those obligations which by their terms survive termination).

8. Assignor represents and warrants to Assignee that (i) neither Assignor nor, to Assignor's knowledge, Seller have provided a notice of a default or declared a default pursuant to the Purchase Agreement on or prior to the Execution Date and (ii) Assignor has not assigned, in whole or in part, any right, title or interest of Assignor under the Purchase Agreement.

9. In the event that Assignee defaults under this Assignment (including, without limitation, failure to pay the Assignment Purchase Price as set forth in Section 4 above) or the Purchase Agreement, Assignor shall have all rights and remedies available to it under applicable law, including, without limitation, the right to seek damages against Assignee. Additionally, at Assignor's sole discretion, Assignor shall have the right to cause a re-assignment of the Purchase Agreement to Assignor from Assignee should Assignee default under this Assignment or the Purchase Agreement.

10. Prior to Closing, Assignee agrees to cooperate and consult with Assignor regarding any press release or similar public announcement with respect to the transactions contemplated herein or any matters set forth in this Assignment and in the Purchase Agreement. Notwithstanding anything to the contrary in this Assignment, Assignee shall have the right to make all disclosures with regard to the transactions contemplated in this Assignment and in the Purchase Agreement as are required under applicable law and regulation, including, without limitation, all applicable laws and regulations relating to securities, securities exchanges and the issuers of securities.

11. This Assignment may be executed in two or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but each counterpart shall together constitute one and the same instrument. Electronic copies of this Assignment and any signature thereon shall be considered for all purposes hereof an original.

12. Any notice or other writing required or permitted to be given to a party under this Assignment shall be given in writing and shall be delivered through or by UPS, Federal Express, or other expedient mail or package service. Any notice or demand that may be given hereunder shall be deemed complete on the next business day after depositing any such notice or demand with UPS, Federal Express, or other expedient mail or package delivery service for next business day delivery. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

If to Assignor: Joe C. Davis Foundation
 104 Woodmont Blvd
 Suite #310
 Nashville, TN 37205
 Attn: Angela Goddard
 Email: agoddard@joecdavisfoundation.org

with copy to: Bass, Berry & Sims PLC
 150 Third Ave South
 Suite 2800

Nashville, TN 37201
Attn: Jason S. Lewallen
E-mail: jlewallen@bassberry.com

If to Assignee: Metropolitan Government of Nashville and Davidson County
106 Metropolitan Courthouse
Nashville, TN 37201
Attn: Kelly Flannery, Director Finance
Email: kelly.flannery@nashville.gov

with copy to: Metropolitan Government of Nashville and Davidson County
108 Metropolitan Courthouse
Nashville, TN 37201
Attn: Wally Dietz, Director of Law
Email: wally.dietz@nashville.gov

13. Notwithstanding anything to the contrary contained in this Assignment or in the Purchase Agreement, Assignee acknowledges and agrees that Assignor has, prior to the Execution Date, consented to Seller entering into that certain Lease Agreement (the "Lease") for approximately 77,673 square feet of the Property for a term commencing on June 1, 2023 and expiring on June 30, 2024, and such Lease shall be deemed a Permitted Exception as defined in and pursuant to the Purchase Agreement. Assignee agrees and acknowledges that it has received a copy of such Lease, has reviewed the same and hereby expressly consents to Assignor consenting to the entering into of the Lease by Seller.

14. As additional consideration for Assignor assigning its right, title and interest in and to the Purchase Agreement to Assignee pursuant to the terms and conditions of this Assignment, Assignee agrees to work together with Assignor, in good faith, on the future development of the Property (and the surrounding and adjacent real estate formerly known as the Hickory Hollow Mall) to determine the feasibility of developing the Property and such surrounding and adjacent real estate as a "town center" concept that also includes other community-centric elements, all of which Assignor and Assignee, including, without limitation, the Mayor of Assignee, have discussed prior to the Execution Date. Such cooperation by Assignee with Assignor shall include dedicating resources to study a plan to finance and develop such concepts. The obligations of Assignee under this Section 14 shall survive the Closing under the Purchase Agreement, if any.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNEE:


**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Recommended by:



Director, Public Property Administration

Approved as to Funding Availability:



Director, Department of Finance

Approved as to Form and Legality:



Metropolitan Attorney

ASSIGNOR:

**TRUSTEES OF THE JOE C. DAVIS
FOUNDATION, ESTABLISHED UNDER
THE JOE C. DAVIS FOUNDATION
DECLARATION OF TRUST, DATED
DECEMBER 23, 1976**


By: 
Name: W.B. DeLoache, Jr.
Title: Trustee

Exhibit A

[Purchase Agreement]

(see attached)

32680110.4

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) made on the 21st of January, 2022 (the “**Effective Date**”) by and between **CV HICKORY HOLLOW, LLC**, a Tennessee limited liability company (“**Seller**”), and **TRUSTEES OF THE JOE C. DAVIS FOUNDATION, ESTABLISHED UNDER THE JOE C. DAVIS FOUNDATION DECLARATION OF TRUST, DATED DECEMBER 23, 1976** (“**Buyer**”).

WITNESSETH

WHEREAS, Seller is the owner of the Property (as defined below); and

WHEREAS, Seller desires and agrees to sell the Property to Buyer and Buyer desires and agrees to purchase the Property from Seller, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and the mutual covenants and promises of the parties, Seller and Buyer agree as follows:

AGREEMENT

1. **The Property**. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell and convey and Buyer shall purchase the following described property (all of which is hereinafter collectively referred to as the “**Property**”):

(a) the real property located in Davidson County, Tennessee commonly known by the Metropolitan Nashville & Davidson County Assessor of Property as Parcel ID: 16300022100 and being more particularly described on Exhibit A attached hereto and made a part hereof, together with all easements, covenants, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining thereto, including, but not limited to, Seller’s right, title and interest in and to the streets, alleys and right-of-ways which abut such real property, and any air rights, subsurface rights, oil, gas and mineral rights, development rights and water rights appurtenant to such real property (collectively, the “**Land**”);

(b) all the buildings, structures, fixtures and other improvements located on the Land (collectively, the “**Improvements**”);

(c) all furniture, furnishings, fixtures, equipment, machinery, maintenance vehicles and equipment, tools, parts and other tangible personal property of every kind situated in, on or about the Land and Improvements as of the Effective Date or used in connection therewith as of the Effective Date, owned by Seller or in which Seller otherwise has an interest, together with all replacements and substitutions therefor (the “**Tangible Personal Property**”), including, but not limited to, those items set forth on Schedule 1(c) attached hereto; and

(d) all right, title and interest of Seller in and to any transferable warranties or guaranties issued in connection with the Land, Improvements or Tangible Personal Property, and any other intangible personal property owned by Seller or in which Seller otherwise has an

interest, and used in connection with the Property or the business transacted thereon (collectively, the “**Intangible Personal Property**”), including, without limitation, to the extent assignable, all land use entitlements, development rights, licenses, permits, authorizations, names, and telephone exchange numbers.

2. **Purchase Price.** The purchase price for the Property shall be TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) (the “**Purchase Price**”). The Purchase Price for the Property shall be payable as follows:

(a) the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) payable by Buyer in immediately available funds within five (5) business days after the Effective Date as an earnest money deposit for the Property (the “**Earnest Money**”), to be held by First American Title Insurance Company, which has an address of 611 Commerce Street, Suite 3101, Nashville, TN 37203 (the “**Title Company**”), in accordance with this Agreement. Upon the Effective Date, Fifty Thousand and No/100 Dollars (\$50,000.00) of the Earnest Money (the “**Nonrefundable Earnest Money**”; and the Earnest Money, less the Nonrefundable Earnest Money, hereinafter referred to as the “**Refundable Earnest Money**”) shall be nonrefundable to Seller except as expressly set forth in Section 13(b) hereof but shall remain applicable to the Purchase Price; and

(b) the balance of the Purchase Price shall be paid, by wire transfer of immediately available funds to the Title Company for disbursement to Seller, at the closing of the sale of the Property and delivery of Seller’s Deed (the “**Closing**”). The Earnest Money at all times shall be and remain applicable to the Purchase Price should Closing occur.

3. **Seller’s Deed.** Upon payment of the Purchase Price, Seller shall execute and deliver to Buyer its recordable and transferable special warranty deed (“**Deed**”), conveying to Buyer title to the Land and Improvements, in fee simple, subject only to the following (“**Permitted Exceptions**”):

(a) ad valorem real estate taxes, assessments and special assessments (excluding any applicable rollback taxes) for public improvements not then due and payable;

(b) any matter relating to title or survey which is accepted (or deemed accepted) by Buyer during the Inspection Period pursuant to the terms of Section 8 hereof; and

(c) any title exception created by any act or omission of Buyer or its representatives, agents, employees or invitees.

4. **Seller’s Representations and Warranties.** For the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as follows:

(a) Seller is a limited liability company, duly organized and existing under the laws of the State of Tennessee. Seller has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller’s obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations

hereunder have been, or by the Closing will have been, taken. The person or entity signing this Agreement on behalf of Seller is authorized to do so.

(b) This Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No action, consent or approval of any person, including any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, is required for Seller's execution and delivery of this Agreement and the performance of Seller's obligations hereunder. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, default under, nor acceleration of, any agreement to which Seller is a party or by which Seller or the Property are bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property are subject.

(c) Seller owns own good, marketable and indefeasible title to the Land and Improvements, free and clear of all liens and encumbrances other than the Permitted Exceptions.

(d) Seller has made available, either via electronic access or by delivery of materials to Buyer' representatives, true and complete copies of the following, to the extent in Seller's possession or control: governmental approvals, contracts, surveys, ad valorem tax statements, declarations and restrictive covenants, property condition reports, engineering studies or reports (including architectural, structural, drainage, plumbing, soils or electrical, civil or mechanical engineering reports), plans and specifications, soil reports, warranties, environmental reports, maps, income and expense statements for the Property, material correspondence with any governmental or quasi-governmental authority, including, without limitation, the Metropolitan Government of Nashville & Davidson County, Tennessee and the State of Tennessee for the prior three (3) years, and other material documents relating to the condition, use, development, ownership or operation of the Property (collectively, the "**Documents**").

(e) Seller has not entered into any contracts, subcontracts or agreements, including without limitation, any brokerage agreements, affecting the Property which will be binding upon Buyer after the Closing.

(f) There is no pending or, to Seller's knowledge, threatened condemnation or similar proceeding affecting the Property or any portion thereof. There is no pending or, to Seller's knowledge, threatened action, suit or proceeding against Seller or affecting the Property or any portion thereof, or relating to or arising out of the ownership, operation, management, use or maintenance of the Property. Seller has not received any notice alleging that it is in default under any of the documents, recorded or unrecorded, referred to in the Permitted Exceptions.

(g) Seller is not acting on behalf of, (i) an "employee benefit plan" (as defined in Section 3(3) of the Employment Retirement Income Security Act of 1974 ("**ERISA**")) that is subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975(e) of the Internal Revenue Code of 1986 (the "**Code**") that is subject to Section 4975 of the Code (each of the foregoing a "**Plan**"), (iii) an entity or account the assets of which constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA or (iv) a "governmental plan" within the meaning of Section 3(32) of ERISA.

(h) All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Seller's acquisition, development, ownership, or management of the Property have been paid in full, and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released or will be satisfied and released on the Closing.

(i) Except for that certain Parking License Agreement dated February 1, 2022, by and between Seller and the State of Tennessee (which Parking License Agreement is terminable upon sixty (60) days' notice to either party), there are no written or oral leases, licenses or other occupancy agreements affecting the Land or Improvements, and there are no parties in possession of any portion of the Land or Improvements as lessees, tenants at sufferance, trespassers or otherwise.

(j) There are no unrecorded easements, unrecorded reservations or encroachments on the Land or Improvements, or any encroachments by Improvements on the Land onto any easements or rights of way or any adjoining property or which would otherwise conflict with the property rights of any other person.

(k) Neither Seller nor the Property is in violation of any applicable laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants and restrictions relating to the Property or any part thereof. The Land and Improvements are in good condition and repair (ordinary wear and tear excepted), free from structural defects and of good workmanship and materials, and is clean, orderly and sanitary, safe, well lit and well maintained.

(l) There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of Seller's knowledge, threatened by or against Seller or the Property. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length, and Seller believes the consideration paid represents fair value for the assets to be transferred.

(m) Seller is not a foreign person as such term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(n) Neither Seller nor any Seller Related Party (as defined below) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and will not contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. As used herein, the term "**Seller Related Party**" means (i) any affiliate of Seller, (ii) any person or entity holding any direct or indirect legal or beneficial interest in Seller, and (iii) any employee, officer,

director, representative or agent of Seller or any of the persons or entities described in clauses (i) and (ii).

(o) To Sellers' knowledge there is no currently existing violation of the Land and Improvements under any applicable Environmental Law. Neither the Seller nor, to Seller's knowledge, any other party has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Land or Improvements or any part thereof in forms or concentrations which violate applicable laws and regulations, and neither the Land and Improvements nor any part thereof has ever been used as a dump or storage site (whether permanent or temporary) for any Hazardous Materials. For purposes hereof, the term "**Hazardous Materials**" means, collectively, any hazardous wastes, hazardous substances or hazardous materials, as those terms are defined and used in Environmental Laws; and the term "**Environmental Laws**" means, collectively: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601, et seq., (B) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Section 6901, et seq., (C) the Clean Water Act, 33 U.S.C. Section 1251, et seq., (D) the Toxic Substances and Control Act, 15 U.S.C. Section 2601, et seq., (E) the Clean Air Act, 42 U.S.C. Section 7401, et seq., and (F) environmental laws of the State of Tennessee governing Hazardous Materials applicable to the Property, as such Environmental Laws exist on the Effective Date. The Land does not currently contain and, to the Seller's knowledge, has not in the past contained any underground storage tanks. The environmental reports included within the Documents, if any, are all the reports in Seller's or Seller's affiliates' possession or control which relate to the presence of Hazardous Materials at, under or near the Land and Improvements or compliance with Environmental Laws with respect to the Land and Improvements, and full, correct and complete copies of such reports have been delivered to Buyer.

All representations and warranties made by Seller in this Agreement (i) are true and correct as of the Effective Date, (ii) shall be true and correct as of the Closing Date (as hereinafter defined), and (iii) shall survive the Closing, but only for a period of twelve (12) months thereafter (the "**Survival Period**"), and not otherwise. From the Effective Date through the earlier of the Closing or earlier termination of this Agreement, Seller agrees that if Seller learns of an error in any of the foregoing representations or warranties prior to the Closing, Seller promptly shall give written notice thereof to Buyer. Seller shall not be liable to Buyer for a breach of any of the representations and warranties set forth in this Agreement if, and to the extent that, Buyer has actual knowledge of such breach at Closing, and Buyer elects to proceed to Closing.

5. **Buyer's Representations and Warranties.** For the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to Seller as follows:

(a) Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Buyer is authorized to do so.

(b) There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the best of Buyer's knowledge, threatened by or against Buyer.

(c) Buyer has the financial wherewithal to pay the Purchase Price if Buyer acquires the Property pursuant to the terms and conditions of this Agreement. The Closing shall not be conditioned on Buyer's ability to obtain any financing.

All representations and warranties made by Buyer in this Agreement (i) are true and correct as of the Effective Date, (ii) shall be true and correct as of the Closing Date, and (iii) shall survive the Closing, but only for the Survival Period, and not otherwise.

6. **Buyer Conditions Precedent.** The obligation of Buyer hereunder to purchase the Property is subject to the following conditions and Buyer may elect not to close on the purchase of the Property, unless all of the following conditions are satisfied or waived by Buyer:

(a) The representations and warranties of Seller set forth in this Agreement shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties have been made on and as of the Closing Date, and Seller shall have complied with all covenants and obligations set forth in this Agreement.

(b) Seller shall have delivered to Title Company for delivery to Buyer all documents and items to be delivered at Closing pursuant to the terms of this Agreement, and Seller shall have performed and complied with all covenants, obligations and agreements required by this Agreement to be performed or complied with by Seller on or prior to the Closing.

(c) Between the Effective Date and the Closing, no material adverse change in the physical condition of the Property shall have occurred and be continuing. Additionally, no order, stay, injunction or restraining order, pending or threatened litigation, legal requirement, or any other condition, event or circumstance shall exist that in the reasonable determination of Buyer could have a material adverse effect on the Property.

(d) The Title Company shall be irrevocably committed to issuing an owner's policy of title insurance to Buyer (together with such extended coverages and endorsements as Buyer may reasonably require, the "**Title Policy**") with respect to the Land and Improvements, dated as of the Closing Date, in form and substance satisfactory to Buyer.

The conditions precedent set forth in this Section 6 are intended solely for the benefit of Buyer. If any of such condition(s) are not satisfied on or before the Closing Date, Buyer shall have the right, in addition to any other remedies it may be entitled to under Section 13 below in the event any such condition is not satisfied as a result of the default of Seller hereunder, at its election, either to: (i) waive the condition(s) in question, either in whole or in part, and proceed with the purchase; or (ii) terminate this Agreement with respect to the Property to be purchased by giving Seller and the Title Company written notice of such election, in which event Buyer shall no longer have a right to purchase the Property pursuant to this Agreement and the Title Company shall return the Refundable Earnest Money to Buyer. If this Agreement is terminated

pursuant to this Section, the parties shall be released from all liabilities and obligations under this Agreement with respect to the Property.

7. **Inspection and Access.** Commencing on the Effective Date and continuing until the date that is one hundred twenty (120) days after the Effective Date (the “**Inspection Period**”), Seller shall afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Land and Improvements and conduct engineering studies, non-intrusive environmental testing, geotechnical tests and studies, surveys, feasibility studies, and any other inspections Buyer deems necessary or desirable. Notwithstanding the foregoing, Buyer shall not conduct any soil borings or any so-called "Phase II" environmental assessment of the Land and Improvements, other invasive or intrusive environmental inspection or testing of the Land and Improvements or any other environmental sampling of the Land and Improvements without Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed. Buyer shall promptly restore the Land and Improvements to the condition in which Buyer found it if the Land and Improvements are damaged, disturbed or altered in any way in connection with any studies, tests, examinations and/or inspections performed by or on behalf of Buyer, free of any mechanic's or materialman's liens or other encumbrances arising out of any such studies, tests, examinations and/or inspections or any restoration of the Land and Improvements by or on behalf of Buyer. Buyer shall indemnify and hold Seller harmless from and against any loss, claim or liability arising or resulting from any physical damage to the Land and Improvements, injuries to persons or property or liens asserted against the Land and Improvements resulting from the inspections made by Buyer or Buyer's agents or representatives (and the foregoing indemnity shall survive Closing or termination of this Agreement indefinitely); provided, however, the foregoing indemnity shall not apply to any claims or liabilities arising due to existing Land or Improvements conditions discovered by Buyer during the course of its inspections. If for any reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period. Subject to the provisions of Section 13(b), if Buyer terminates this Agreement before the expiration of the Inspection Period, the Refundable Earnest Money only shall be immediately returned to the Buyer by the Title Company. If Buyer does not terminate this Agreement before the expiration of the Inspection Period, Buyer shall be deemed to have approved the condition of the Property (subject to the terms of this Agreement), the Earnest Money shall thereafter be nonrefundable (except as expressly otherwise set forth in this Agreement) and this Agreement shall remain in effect. If Buyer closes on the purchase of the Property, the Earnest Money shall be applied to payment of the Purchase Price at Closing.

8. **Title Insurance and Survey.**

(a) During the Inspection Period, Seller shall obtain and deliver to Buyer a commitment for an owner's policy of title insurance (“**Title Commitment**”) from the Title Company, and provide a copy of such Title Commitment to Seller. Buyer may also obtain, at Buyer's cost and expense, a current ALTA survey of the Land and Improvements prepared by a licensed surveyor (the “**Survey**”).

(b) If the Title Commitment shows that Seller does not have good, record and marketable fee simple title to the Land and Improvements, or that there are any defects, liens or

encumbrances or any other matters shown by the Title Commitment or the Survey which are not acceptable to Buyer ("**Buyer's Objections**"), Buyer may notify Seller prior to the date that is fifteen (15) days prior to the expiration of the Inspection Period. By not later than five (5) days after receipt of notice of such Buyer's Objections (the "**Seller's Response Period**"), Seller shall notify Buyer in writing whether Seller is willing to endeavor to cure any of Buyer's Objections. If Seller fails to notify Buyer before the end of the Seller's Response Period whether Seller is willing to endeavor to cure any of such Buyer's Objections, Seller shall be deemed to have elected not to endeavor to cure such Buyer's Objections. If Seller notifies Buyer (or is deemed to have notified Buyer) that it is not willing to endeavor to cure any of Buyer's Objections, Buyer shall have the option, exercisable within five (5) days after expiration of Seller's Response Period (the "**Buyer's Reply Period**"), to accept the status of title of the Land and Improvements subject to such Buyer's Objections and proceed with this Agreement, or give Seller written notice of termination, in which event this Agreement shall terminate, the Refundable Earnest Money shall be returned to Buyer (less \$100, which shall be delivered to Seller in consideration of Seller's willingness to enter into this Agreement), and Buyer shall be released of all liabilities and obligations under this Agreement (except those set forth in this Agreement which expressly survive a termination of this Agreement). If Buyer fails to notify Seller before the end of Buyer's Reply Period of its election pursuant to the previous sentence, Buyer shall be deemed to have elected to accept the status of title of the Land and Improvements subject to such Buyer's Objections and proceed with this Agreement. If Seller notifies Buyer in writing (or is deemed to have notified Buyer) within the Seller's Response Period that Seller is willing to endeavor to cure one or more of such Buyer's Objections, Seller shall attempt to cure the applicable Buyer's Objection on or before the Closing Date to the reasonable satisfaction of Buyer. Except for any Monetary Encumbrances (defined below), any exception to title not objected to by Buyer in the manner and within the time periods specified in this Section 8 shall be deemed waived by Buyer and shall thereafter be a Permitted Exception. If Seller notifies Buyer in writing that it is willing to endeavor to cure one or more Buyer's Objections, and Seller fails to cure the applicable Buyer's Objections by the Closing Date, Buyer shall have the right, as its sole and exclusive remedy, to either (i) terminate this Agreement by delivering written notice thereof to the Seller and the Title Company on or before the Closing Date, in which case (A) the Refundable Earnest Money shall be returned to Buyer within two (2) business days after such termination, and (B) all other rights and obligations of Seller and Buyer hereunder (except those set forth in this Agreement which expressly survive a termination of this Agreement) shall terminate immediately; or (ii) waive the unsatisfied Buyer's Objections and proceed to Closing.

(c) Notwithstanding anything to the contrary contained herein, on or prior to Closing, Seller shall deliver to Buyer and the Title Company releases, in form and substance satisfactory to Buyer and the Title Company, of (i) all deeds of trust and/or mortgages and similar liens for monetary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements and (ii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary liens. No monetary liens of any amount shall be deemed to be a Permitted Exception hereunder.

9. **Closing Date, Costs and Documents.**

(a) If this Agreement has not terminated in accordance with the express provisions hereof, then delivery of the Deed and all other closing documents to be delivered by

Seller to Buyer and payment of the Purchase Price in accordance with the provisions of Section 2 hereof, shall take place in escrow with the Title Company on a date mutually agreed upon by the parties that is no later than thirty (30) days after the expiration of the Inspection Period (the "**Closing Date**").

(b) Seller shall pay (i) any prorations that are the responsibility of the Seller pursuant to Section 11; (ii) one-half of any closing or escrow fees charged by the Title Company; and (iii) the title insurance premium for the issuance of a standard owner's policy of title insurance and any search and exam fees associated therewith. Buyer shall pay for (i) all of the costs for any endorsements for Buyer's title insurance policy; (ii) all transfer taxes payable in connection with the conveyance of the Property to Buyer; (iii) the recording fees for the Deed; and (iv) one-half of any closing or escrow fees charged by the Title Company. Each party shall pay its attorneys' fees.

(c) At Closing, in addition to the Deed, Seller shall deliver to Buyer and the Title Company (i) such instruments or documents as are necessary, or reasonably required by the Title Company, to evidence the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the purchase and sale transaction contemplated hereby; (ii) a satisfactory written certificate complying under the Foreign Investment in Real Property Act and the regulations thereunder ("**FIRPTA**"), certifying that Seller is neither a foreign person nor subject to withholding under FIRPTA, and containing Seller's tax identification or social security number and address; (iii) a standard and customary owner/seller affidavit and indemnity (with gap indemnity) in the form reasonably required by the Title Company and which will cause the Title Company to remove the so-called "standard exceptions" from the final Title Policy; (iv) a settlement statement (which shall also be executed by the Buyer) detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs; (v) a bill of sale and assignment transferring and conveying to Buyer the Tangible Personal Property and the Intangible Personal Property (the "**Bill of Sale**"); and (vi) such other documents as are reasonably required to carry out the terms and provisions of this Agreement.

(d) At Closing, Buyer shall deliver to Seller and the Title Company (i) the Purchase Price, (ii) a counterpart of the settlement statement detailing the financial transaction contemplated herein, including, but not limited to, the Purchase Price, prorations and closing costs; (iii) a counterpart to the Bill of Sale; and (iv) such other documents as are reasonably required to carry out the terms and provisions of this Agreement.

10. **Possession.** Exclusive possession of the Property shall be given to Buyer on the date of Closing.

11. **Prorations.**

(a) Except as otherwise set forth hereinafter, if the transaction contemplated by this Agreement is consummated, the following items shall be paid, prorated or adjusted as of 12:01 a.m. on the Closing Date ("**Proration Date**"), in the manner hereinafter set forth:

(i) All real estate taxes and personal property taxes due and owing as of the Proration Date, and all installments of assessments for public improvements or other matters or facilities which constitute a lien against the Property and are due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller on or before the Closing Date.

(ii) Real estate taxes not yet due and owing as of the Proration Date shall be prorated as of the Proration Date based upon the tax year of the applicable taxing authority so that the portion of the prorated taxes allocable to the period from the beginning of each tax year through the Proration Date shall be credited to Buyer and the portion of the current taxes allocable to the portion of such tax year following the Proration Date to the end of such tax year shall be the responsibility of Buyer. The adjustment shall be predicated upon the most recently available tax bills or actual rates and assessments, provided that such real estate taxes shall be reprorated forthwith upon Buyer's receipt of the actual tax bill or bills for the tax year or tax years in question.

(iii) Intentionally Deleted.

(iv) All other items which are customarily prorated in transactions similar to the transaction contemplated hereby (including, without limitation, any association fees applicable to the Property), and which were not heretofore dealt with, will be prorated as of the Proration Date.

(b) All prorations shall be calculated on the basis of a three hundred sixty-five (365) day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Proration Date, then the same shall be calculated after the Proration Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party. This provision shall survive Closing until the one (1) year anniversary following Closing.

12. **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement shall be given in writing and shall be (i) delivered by hand or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, Federal Express, or other expedient mail or package service, or (iv) delivered by electronic mail PDF format with a hard copy to follow via overnight courier on the date such electronic mail is sent, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete: (a) on the third business day after depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) on the next business day after depositing any such notice or demand with UPS, Federal Express, or other expedient mail or package delivery service for next business day delivery, (c) upon hand delivery to the appropriate address as herein provided or (d) upon the date such electronic mail is sent to the email address set forth below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

If to Seller: CV Hickory Hollow, LLC

2015 Gladstone Avenue
Nashville, TN 37211
Attn: Jonathan McNabb
Email: jonathan@v3realty.com

with copy to: Butler Snow LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201
Attn: Robert Holland
Email: Robert.Holland@butlersnow.com

If to Buyer: Joe C. Davis Foundation
104 Woodmont Blvd
Suite #310
Nashville, TN 37205
Attn: Angela Goddard
Email: agoddard@joecdavisfoundation.org

with copy to: Bass, Berry & Sims PLC
150 Third Ave South
Suite 2800
Nashville, TN 37201
Attn: Jason S. Lewallen
E-mail: jlewallen@bassberry.com

If to Title Company: First American Title Insurance Company
611 Commerce Street
Suite 3101
Nashville, TN 37203
Attn: Susan Felts
Email: sfelts@firstam.com

13. Remedies.

(a) If this Agreement has not been terminated in accordance with any of its provisions at or prior to Closing, and Buyer fails to consummate the purchase of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Seller to perform hereunder, or if prior to Closing any one or more of Buyer's representations or warranties are breached in any material respect, Seller shall provide Buyer with written notice of such default or breach. Buyer shall have five (5) business days after Buyer's receipt of such notice to cure such default. If Buyer does not cure such default within five (5) business days after Buyer's receipt of the written notice, then Seller may, as Seller's sole remedy, elect to terminate this Agreement by written notice delivered to Buyer and the Title Company shall deliver the Earnest Money to Seller, as Seller's liquidated damages (the parties hereby agreeing that such sum constitutes the parties' reasonable estimate of the damages which Seller would sustain on account of such default by Buyer and that Seller's

actual damages in such circumstances would be difficult, if not impossible, to determine, and therefore, the parties hereby fix such amount as liquidated damages).

(b) If this Agreement has not been terminated in accordance with any of its provisions at or prior to Closing, and Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Buyer to perform hereunder, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect, Buyer shall provide Seller with written notice of such default or breach. Seller shall have five (5) business days after Seller's receipt of such notice to cure such default. If Seller does not cure such default within five (5) business days after Seller's receipt of the written notice, the Buyer may, at Buyer's sole option and as its sole and exclusive remedy, do any one of the following: (i) terminate this Agreement by written notice delivered to Seller, receive a full refund of the Earnest Money (Refundable Earnest Money and the Nonrefundable Earnest Money) from the Title Company and Seller shall reimburse Buyer for Buyer's actual, documented out-of-pocket expenses incurred in connection with this Agreement and the transactions contemplated hereby in an amount not to exceed \$100,000.00; or (ii) enforce specific performance of this Agreement against Seller; provided, however, if specific performance is not available as a remedy to Buyer due to the actions of Seller, Seller shall reimburse Buyer for Buyer's actual, documented out-of-pocket expenses incurred in connection with this Agreement and the transactions contemplated hereby.

(c) Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder, but only on the following conditions: (i) the party bringing the action for breach first learns of the breach after Closing and files such action prior to the expiration of the Survival Period, and (ii) neither party shall have the right to bring a cause of action for a breach of a representation or warranty unless the damage to such party on account of such breach (individually or when combined with damages from other breaches) equals or exceeds \$25,000.00. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had actual knowledge as of Closing. The provisions of this Section 13(c) shall survive the Closing.

14. **Brokers.** Seller and Buyer represent and warrant to each other that they have not dealt with any real estate agent or broker in connection with this Agreement. Seller and Buyer covenant and agree to defend, indemnify and save harmless the other from and against any claim for any broker's commission or similar fee or compensation claimed by any party for any service rendered on behalf of Seller or Buyer in connection with the sale and purchase of the Property. This indemnity provisions contained in this Section 14 shall survive Closing.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

17. **Waiver of Jury Trial.** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or,

relating to this Agreement, or the transaction contemplated by this Agreement (i) the prevailing party shall be entitled to recover all of its costs and expenses, including a reasonable attorneys' fees and costs, and (ii) **A COURT SHALL DETERMINATE ALL ISSUES OF LAW AND FACT, A JURY TRIAL BEING EXPRESSLY WAIVED.**

18. **Time of the Essence.** Time is declared to be of the essence of this Agreement.

19. **Miscellaneous.**

(a) **Assignment.** This Agreement shall constitute a binding contract between Seller and Buyer and shall be binding upon and inure to the benefit of the respective successors and permitted assigns of Seller and Buyer. Buyer may assign its rights and obligations under this Agreement without Seller's consent and, upon providing written notice to Seller of such assignment and delivery of a copy of an assignment and assumption agreement, Buyer shall not be released from all of its obligations and liabilities under this Agreement. Seller may assign its rights to receive the proceeds of sale, subject to the terms of this Agreement, to a third party; but Seller shall not convey or encumber the Property without Buyer's written consent.

(b) **Severability.** In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

(c) **No Recordation.** Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Buyer.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, in original or by facsimile or electronic mail PDF format copy, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A facsimile of PDF signature shall have the same force and effect as an "original" signature.

(e) **Attorneys Fees.** In any dispute or action between the parties relating to this Agreement, the prevailing party in any dispute or litigation shall be entitled to reimbursement from the other party of all the prevailing party's court costs and reasonable attorneys' fees.

(f) **Additional Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered at the Closing, Buyer and Seller agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to (i) evidence and vest in the Buyer the ownership of, and title to, the Property and (ii) consummate the transactions contemplated hereunder.

(g) Business Day. In the event that the date for taking any action under this Agreement (including, but not limited to, the giving of a notice of termination or closing) falls on a Saturday, Sunday or legal holiday, then such time period shall automatically be extended until 5:00 p.m. Central Time on the next regularly scheduled business day in Nashville, Tennessee.

(h) Risk of Loss. If, prior to Closing, the Property or any part thereof shall (i) be condemned or transferred in lieu of condemnation, or (ii) be destroyed or damaged by fire or other casualty, then Seller shall so notify Buyer in writing, and:

(i) If such event (A) would result in the loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property in question to a condition substantially identical to that of the Property in question prior to the event of damage would be, in the opinion of an architect selected by Seller and reasonably approved by Buyer (1) equal to or greater than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or (2) greater than the amount of insurance proceeds plus any credit for deductibles that Buyer would receive at Closing pursuant to the other provisions of this Section 19(h), or (B) would result in any loss due to a condemnation which permanently and materially impairs Buyer's intended use of the Property (any such event, a "**Material Event**"), then Buyer shall have the option either to (i) terminate this Agreement (by written notice given to Seller within ten (10) days of receipt of notice of the applicable event) in which event the Refundable Earnest Money shall be returned to Buyer or (ii) consummate the transaction contemplated by this Agreement notwithstanding such condemnation, destruction or damage. If Buyer elects to consummate the transaction contemplated by this Agreement, Buyer shall be entitled to receive the condemnation proceeds or settle the loss under all policies of insurance applicable to the destruction or, damage and receive the proceeds of insurance applicable thereto, and Seller shall credit Buyer for the amount of all deductibles under any insurance policies and further shall execute and deliver to Buyer all required proofs of loss, assignments of claims and other similar items. If Buyer elects to terminate this Agreement, this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement (except those set forth in this Agreement which expressly survive a termination of this Agreement); and

(ii) If such event is not a Material Event, Buyer shall be required to close, but shall be entitled to receive the condemnation proceeds or settle the loss under all policies of insurance applicable to the destruction or damage and receive the proceeds of insurance applicable thereto, and Seller shall credit Buyer for the amount of all deductibles under any insurance policies and further shall execute and deliver to Buyer all required proofs of loss, assignments of claims and other similar items.

20. **Title Company as Escrow Agent.** The Title Company shall promptly deposit the Earnest Money and hold the same and disburse the same in accordance with this Agreement. Failure of clearance of the Earnest Money shall not excuse Buyer from performance under this Agreement, and shall be a breach of the Agreement by Buyer. The Earnest Money shall be applied against the Purchase Price at Closing, or refunded to Buyer or paid to Seller if this transaction is not closed, as the case may be, all in accordance with the terms of this Agreement. The Earnest Money shall be deposited by Title Company in an account at an FDIC insured financial institution. In performing any of its duties hereunder, the Title Company shall not be liable to a party or to any third person for any erroneous delivery to Buyer or Seller of monies

subject to the escrow, nor shall the Title Company incur any liability to anyone for any damages, losses or expenses, except for the Title Company's own willful default, neglect or breach of trust. In the event Title Company has doubts as to its duties or liabilities under this Agreement, the Title Company may, in its discretion, continue to hold monies in escrow until the parties mutually agree on disbursement thereof, or until a court of competent jurisdiction shall determine the rights of the parties thereto. Alternatively, the Title Company may elect to deposit the funds held with a court having jurisdiction of the dispute, and upon notifying the parties of such disposition, all liability of the Title Company under this Agreement shall terminate. In the event of any action between Buyer and Seller in which the Title Company is made a party by virtue of serving as Title Company under this Agreement, or in the event of any suit in which the Title Company interpleads the monies in escrow, the Title Company shall be entitled to recover all costs including a reasonable attorney's fee through all trials, appeals and other proceedings from the losing party.

21. **Limitation on Liability.** Any obligation or liability of Buyer or Seller whatsoever which may arise at any time under this Agreement or any obligation or liability which may be incurred by Buyer or Seller pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all and subject to any limitations set forth elsewhere in this Agreement, out of Buyer's or Seller's assets only. Except in the event of fraud, no obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Buyer's or Seller's trustees, officers, employees, partners, shareholders or agents.

22. **Section 1031 Exchange Covenants.** The parties acknowledge that each may contemplate a Section 1031 tax-deferred exchange with respect to the transaction contemplated hereby, and each party agrees that it will execute any documentation reasonably necessary and otherwise cooperate with the other in effecting such exchanges, so long as such cooperation does not increase the expenses of the accommodating party or result in any delay of Closing or any additional liability to the accommodating party.

23. **Reciprocal Easement Agreement.** Seller covenants and agrees with Buyer that it shall not enter into any contract, license or other agreement that will be an obligation affecting Buyer or the Property subsequent to the Closing, unless Seller obtains Buyer's prior written consent, such consent to be granted or withheld in Buyer's sole and absolute discretion; provided, however, Seller shall have the right, without Buyer's consent, to enter into that certain Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements for Hickory Hollow in the form and substance attached hereto as Exhibit B.

24. **Tangible Personal Property.** Seller agrees that, except for the ping pong table and a few chairs located in the Improvements that Seller has previously sold prior to the Effective Date, Seller shall not remove, or cause or allow the removal of, any Tangible Personal Property prior to Closing.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below their respective signatures.

SELLER:

CV HICKORY HOLLOW, LLC, a Tennessee limited liability company

By: 
Name: Garry M. Nabb
Title: Managing Member

[Signatures Continue on Following Page]

BUYER:

**TRUSTEES OF THE JOE C. DAVIS
FOUNDATION, ESTABLISHED UNDER
THE JOE C. DAVIS FOUNDATION
DECLARATION OF TRUST, DATED
DECEMBER 23, 1976**

By: WR DeLoache, Jr
Name: William R. DeLoache, Jr
Title: TRUSTEE

[Signatures Continue on Following Page]

The undersigned joins herein for the purpose of agreeing to serve as Title Company, subject to the provisions of this Agreement.

TITLE COMPANY:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: *Susan Felts*
Name: Susan Felts
Title: Sales and Relationship Manager

EXHIBIT A

The Land

BEING LOT NO. 1 ON THE PLAT OF HICKORY HOLLOW MALL -- SECTION ONE, OF RECORD IN BOOK 5050, PAGE 25, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION

BEING THE SAME PROPERTY CONVEYED TO SEARS, ROEBUCK AND CO. BY WARRANTY DEED OF RECORD IN BOOK 5098, PAGE 2, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

EXHIBIT B

RECIPROCAL EASEMENT AGREEMENT

(see attached)

When Recorded, Return to:

Brooks R. Smith, Esq.
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203

TERMINATION OF PREDECESSOR AGREEMENTS
AND CREATION OF RECIPROCAL EASEMENT AGREEMENTS
FOR HICKORY HOLLOW
HICKORY HOLLOW PARKWAY
ANTIOCH, TENNESSEE

**TERMINATION OF PREDECESSOR AGREEMENTS AND
CREATION OF RECIPROCAL EASEMENT AGREEMENTS FOR
HICKORY HOLLOW**

THIS TERMINATION OF PREDECESSOR AGREEMENTS AND CREATION OF RECIPROCAL EASEMENT AGREEMENT FOR HICKORY HOLLOW (this "**Agreement**") is made as of the ___ day of _____, 2022, by and among Global Mall Partnership, a Tennessee general partnership ("**GMP**"), the State of Tennessee (the "**State**"), CV Hickory Hollow, LLC, a Tennessee limited liability company ("**CVHH**"), The Metropolitan Government of Nashville and Davidson County ("**Metro**") and CV LHF, LLC, a Tennessee limited liability company ("**CVLHF**") (each, individually, a "**Party**", and collectively, the "**Parties**").

RECITALS

A. GMP is the owner of that certain property located within Hickory Hollow more particularly identified on **Exhibit A** (the "**GMP Property**");

B. State is the owner of that certain property located within Hickory Hollow more particularly identified on **Exhibit B** (the "**State Property**");

C. CVHH is the owner of that certain property located within Hickory Hollow more particularly identified on **Exhibit C** (the "**CVHH Property**");

D. Metro is the owner of that certain property located within Hickory Hollow more particularly identified on **Exhibit D** (the "**Metro Property**");

E. KIPP has entered into a Purchase and Sale Agreement dated February 10, 2021 with CV LHF, LLC, pursuant to which KIPP intends to acquire that certain property located within Hickory Hollow more particularly identified on **Exhibit E** from CV LHF, LLC, a Tennessee limited liability company (the "**CV LHF Property**", together with the GMP Property, the State Property, the CVHH Property and the Metro Property, the "**Hickory Hollow Property**");

F. The Hickory Hollow Property is subject to certain Operating, Supplemental Operating and Expense Agreements, as well as a Deed of Declaration, all of which are more particularly described on **Schedule 1** attached hereto (the "**Predecessor Agreements**"), all of which Predecessor Agreements were entered into by Parties' predecessors-in-interest;

G. The Parties have agreed to terminate all of the Predecessor Agreements applicable to the Hickory Hollow Property so that said Predecessor Agreement shall have no further force or effect, and on behalf of themselves and their successors and assigns hereby fully release each other from all obligations, claims and liabilities, whether past, present or future, fixed or contingent, relating to the Predecessor Agreement, and indemnify the Parties from any and all existing or potential liabilities or obligations under such Predecessor Agreements; and

H. In the place of the Predecessor Agreements the Parties have agreed to enter into this Agreement in order to (i) establish and subject each and every portion of the Hickory Hollow Property to the easements, covenants, conditions, restrictions, reservations, servitudes and development standards hereinafter set forth, (ii) provide for the safety, use and maintenance of the Hickory Hollow Property, and (iii) enhance and protect the value and desirability of the Hickory Hollow Property by encouraging the development of attractive improvements at appropriate locations, preventing haphazard or inharmonious development, assuring adequate pedestrian and vehicular ingress, egress and circulation throughout the

Hickory Hollow Property and assuring the installation and maintenance of attractive landscaping, assuring appropriate lighting, and otherwise regulating the development, use and operation of the Hickory Hollow Property.

NOW, THEREFORE, it is declared, on behalf of all present and subsequent Owners (as hereinafter defined), that the Hickory Hollow Property and all portions thereof are now held and from and after the date hereof will be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following easements, covenants, conditions, restrictions, reservations, servitudes and development standards, all of which are declared to be in furtherance of a plan for the mutual and reciprocal benefit, common use and enjoyment, improvement and sale of the Hickory Hollow Property and all portions thereof, and which are established for the purpose of enhancing and protecting the value of the Hickory Hollow Property as a whole, as follows:

AGREEMENTS

ARTICLE 1 DEFINITIONS

When used in this Agreement, the following capitalized terms have the following meanings:

1.1 "**Applicable Laws**" mean all applicable governmental laws, statutes, codes, ordinances, regulations, rules, orders, judgments and decrees.

1.2 "**Building**" means a building or other structure intended for occupancy and constructed or to be constructed from time to time on a Parcel.

1.3 "**City**" means the Metropolitan Government of Nashville and Davidson County.

1.4 "**Common Use Areas**" mean those portions of the Hickory Hollow Property that are available, under this Agreement, for the nonexclusive use, convenience and enjoyment of all Owners and their Permittees, including the Ring Road (unless and until such Ring Road is dedicated and accepted to and by the City) and those portions of the Hickory Hollow Property intended from time to time for use as landscaped areas, walkways, roadways and ingress and egress to and from public rights-of-way. Common Use Areas do not include parking areas, loading, docking, delivery or service areas or facilities, drive-up or drive-through lanes and/or facilities located on a Parcel, fenced exterior play yard areas of an educational or child care facility, or any portion of a Parcel.

1.5 "**Drainage Area**" means those portions, if any, of a Parcel including all associated pipes, mains, and water drainage systems and facilities necessary in connection therewith, if any, used or intended to be used for the purpose of conveying storm water runoff to a retention area or otherwise.

1.6 "**Hickory Hollow Property**" means the real property described on Exhibits A, B, C, D and E, attached hereto, being collectively the CVLHF Property, the GMP Property, the State Property, the CVHH Property and the Metro Property.

1.7 "**Improvements**" means all Buildings, parking areas, loading areas, play and ball field areas, refuse, storage or collection areas and similar structures, fences, walls, paving, sidewalks, landscaping, light poles and bases, lighting, signs and any other structures or improvements, constructed or to be constructed on a Parcel.

1.8 "**Majority Vote**" means a vote of the Owners owning 50.1% of the total square feet of area in the Hickory Hollow Property.

1.9 "**Monument Signs**" means the signs and wayfinding signage located or to be located along the Ring Road. The Monument Signs may only be used for purposes of identification of the Hickory Hollow Property or of businesses operated in the Hickory Hollow Property from time to time.

1.10 "**Owner**" means the holder(s) of fee simple title to a Parcel in the Hickory Hollow Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise; provided, however, the term "**Owner**" does not include the holder of any lien or encumbrance on a Parcel, or any tenant or occupant occupying space in a Building who is not also vested with fee simple title.

1.11 "**Parcel**" means any portion of the Hickory Hollow Property established as such together with any adjacent property added by Super Majority Vote of the Owners.

1.12 "**Permittees**" means the tenant(s) or lawful occupant(s) of a Parcel (an "**Occupant**"), and the respective employees, agents, contractors, customers, invitees, and licensees of (i) the Owner of such Parcel, and (ii) such Occupant(s).

1.13 "**Person**" means an individual, corporation, partnership, limited liability company, association, trust, government or subdivisions thereof, or other legal entity, or combination of them.

1.14 "**Predecessor Agreements**" means, collectively, those Operating, Supplemental Operating and Expense Agreements, as well as a Deed of Declaration, all of which are more particularly described on **Schedule 1** attached hereto.

1.15 "**Private/Public Water and Sewer Mains**" means water and/or sewer (sanitary and storm) mains, lines and appurtenant facilities (including lift stations) installed in the Hickory Hollow Property including abutting rights-of-way that serve one or more Owners.

1.16 "**Proportionate Share**" means, with respect to any Parcel, the percentage equivalent of a fraction whose (A) numerator is the square footage land comprising such Parcel, and (B) whose denominator is the square footage of all the land comprising the Hickory Hollow Property.

1.17 "**Register's Office**" shall mean and refer to the Office of the Register for Deeds of Davidson County, Tennessee.

1.18 "**Ring Road**" means that driveway corridor designated as the Ring Road, including, without limitation, any immediately adjacent sidewalk, walkways, curbs, gutters and similar improvements appurtenant thereto. The Ring Road is intended to remain paved and improved and used for purposes of vehicular and pedestrian access, ingress and egress. The Parties may dedicate any portion of the Ring Road within their applicable Parcel to the City.

1.19 "**Ring Road Improvements**" means the lights, including light poles and standards, upon or in the vicinity of and primarily intended to illuminate the Ring Road, as well as any bike lane or pedestrian running lane that may be within the Ring Road.

1.20 "**Super Majority Vote**" means a means a vote of the Owners owning 66.7% of the total square feet of area in the Hickory Hollow Property.

Construction of Agreement. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder", "herein" and similar expressions refer to this Agreement as a whole, (ii) the singular shall include the plural, (iii) any pronoun shall include the masculine, feminine and neuter forms, (iv) all references to sections, subsections and paragraph shall be deemed references to the sections, subsections and paragraph of this Agreement, (v) the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation"; (vi) the word "or" will have the inclusive meaning represented by the phrase "and/or"; (vii) the phrase "and/or," when used in a conjunctive phrase, shall mean any one or more of the Persons specified in or the existence or occurrence of any one or more of the events, conditions or circumstances set forth in that phrase. The section headings in this Agreement are for convenience only and do not alter, amend, define, limit or otherwise affect the terms set forth herein. No inference shall be drawn from the addition, deletion or modification of any language contained in a prior draft of this Agreement.

ARTICLE 2
TERMINATION OF PREDECESSOR AGREEMENTS

As evidenced by the execution of the Owners hereto and by extension a vote of majority in interest, as provided for in Article IV, Section 1 of the Declaration of Protective Covenants for Hickory Hollow of record at Book 5125, Page 769, said Register's Office, as restated in Article III, Section 1 of the Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record at Book 5441, page 968, said Register's Office (as amended from time to time, the "***Predecessor Declaration***"), which Predecessor Declaration was released and terminated pursuant to that certain Agreement dated as of June 7, 1984 of record at Book 6321, page 311, said Register's Office, and consistent with Section 50 of that certain Operating Agreement of record at Book 5098, page 17, said Register's Office (as amended from time to time, the "***Predecessor Operating Agreement***"), and as provided in Section 18 of the First Amendment to Operating Agreement of record at Book 5318, page 780, said Register's Office regarding termination of easements, and specifically as to the termination of parking ratio requirements as set forth in Section 4 of the Third Amendment to Operating Agreement dated January 18, 2012 of record at Instrument 20120118-0005031 said Register's Office, and as provided in Section 9 of that certain Supplemental Operating Agreement of record at Book 5098, page 101, said Register's Office, and as provided in Section 5(c) of the Supplemental Operating Agreement of record at Book 5098, page 111, said Register's Office, whereas no department store is operated at the Hickory Hollow Property and each Supplemental Operating Agreement as provided in Schedule 1 attached hereto requires each previous shopping center original owner to operate as a retail department store, and as such Predecessor Operating Agreement has failed to satisfy and changed circumstances have led to Hickory Hollow Property used not as a Shopping Center, as provided in the Predecessor Agreements, the Owners hereto revoke, terminate and cancel the Predecessor Agreement so that such Predecessor Agreements are of no further force or effect.

ARTICLE 3
EASEMENTS

3.1 Grant of Easements. Intending to benefit and burden each Parcel now existing within the Hickory Hollow Property or as may hereafter from time to time be established, the Parties hereby grant and reserve the following easements over the Common Use Areas of the Hickory Hollow Property:

3.1.1 Easements in favor of the Owners and their Permittees for driveway purposes and the reasonable passage of pedestrians and motor vehicles (including trucks and delivery vehicles) over and across the Ring Road, together with an easement for the installation, maintenance, repair, and replacement of the surfaces, entrances and exits of the Ring Road, the maintenance, repair, illumination

and replacement of Ring Road Improvements, and the maintenance, repair and replacement of the Drainage Areas and the Monument Signs.

3.1.2 Easements in favor of the Owners and their Permittees for reasonable access, ingress and egress over all paved driveways, roadways and walkways as now or hereafter constructed and constituting a part of the Common Use Areas, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Use Areas intended for such purposes, and to and from all abutting public streets or rights of way furnishing access to the Hickory Hollow Property.

3.1.3 An easement in favor of the Owners and their Permittees upon, over, above, across, and under the Common Use Areas adjacent to or within their respective Parcels for the purpose of the construction, use, operation, maintenance, removal, and replacement of Private/Public Water and Sewer Mains, water (domestic and fire), gas, electric, telephone, sewer (storm and sanitary, including lift stations) fiber optic and cable television lines, conduits or systems, and similar reasonable and necessary utilities or services, together with reasonable rights of ingress and egress thereto. At any time and from time to time the Owner of a Parcel has the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement that is then located on such Owner's Parcel, provided that such relocation (1) may be performed only after the Owner proposing to undertake such relocation gives at least thirty (30) days' prior notice to the Owner of each Parcel served by the utility line or facility, (2) may not unreasonably interfere with or diminish utility service to the Parcel(s) served by the utility line or facility, (3) may not reduce or unreasonably impair the usefulness or function of the utility line or facility, (4) must be performed without cost or expense to the Owner of any other Parcel, (5) must be performed with all due diligence so as to minimize any disruption, and (6) must restore the surface of all affected areas to a condition equal to or better than the condition that existed prior to such relocation. The Owner performing such relocation agrees to provide, within thirty (30) days following the date of completion of such relocation, as-built plans for all such relocated utility lines and facilities to the Owner(s) of all Parcel(s) served by such utility lines and facilities. Upon completion of such relocation, any specific easement recorded as specified above will be amended by the necessary parties to conform to the relocation of the improvements.

3.1.4 Easements in favor of the Owners for screen walls, curbing, and light pole bases or standards which may encroach by no more than three (3) feet into or upon the Common Use Areas of another Owner's Parcel, excluding the Ring Road; provided, however, the Owner of the Parcel upon which an improvement encroaches but for this easement may require by advance written notice to the encroaching Owner that in the event of damage, destruction, demolition, exterior renovation or remodeling, or other removal by any means of all or any significant portion of the encroaching improvement so identified, the encroaching improvement must be removed in its entirety from the notifying Owner's Parcel, at the encroaching Owner's sole expense. The foregoing does not permit encroachment by any Building; all Buildings are subject to ordinary City setback regulations.

3.1.5 An easement in favor of the Owners for purposes of the construction, use, operation, maintenance, removal and replacement of any portion of any landscape planters, light poles, bases and standards, curbing, sidewalks and drive aisles which encroach into or upon the Common Use Areas of an adjoining Parcel, excluding the Ring Road, subject to the written approval of the Owner of the affected Parcel as to the location of the easement, which approval may not be unreasonably withheld so long as such location does not unreasonably impair the use, enjoyment and operation of the Common Use Areas of the affected Parcel or adversely affect the conduct of business thereon.

3.1.6 A temporary easement in favor of the Owners upon, over, above, and across the Common Use Areas of each Parcel for the sole purpose of constructing, maintaining, repairing, or reconstructing with due diligence any Improvements on a Parcel that may most advantageously be

constructed, maintained, repaired or reconstructed from the Parcel of another Owner, including construction and installation of Buildings and other Improvements, subject to the written approval of the Owner of the affected Parcel as to the nature, extent and duration of any proposed use of the easement, which approval may not be unreasonably withheld so long as the use of such easement does not unreasonably impair the use, enjoyment and operation of the Common Use Areas of the affected Parcel or adversely affect the conduct of business thereon, excluding the Ring Road. Without limiting the generality of the foregoing, this easement is also for the maintenance, repair and service of any portion of the Common Use Areas that any Owner is obligated or permitted to perform hereunder, subject to the provisions hereof. Use of this easement must be minimized to the extent reasonably practicable.

3.1.7 Easements in favor of the Owners upon, over, above, under and across the the Hickory Hollow Property for the incidental diversion of storm water runoff consistent with drainage plans approved by the City. Any retention of storm water runoff from one Parcel onto another is permitted only with the prior written consent of the Owner of the burdened Parcel.

3.1.8 An easement in favor of Owner(s) served by the easement over, above and across the Common Use Areas of the Hickory Hollow Property for the purpose of diverting above or below portions of the Common Use Areas (and retaining in any retention areas) excess storm water runoff from the Parcels, including, without limitation, storm water runoff from the Ring Road, or from adjacent public rights-of-way or adjacent property outside of the Hickory Hollow Property, together with the right to construct, operate, maintain, repair, remove and replace all pipes, mains, and water drainage and storage systems and facilities necessary in connection therewith and approved by the City, and reasonable rights of ingress and egress with respect thereto. No change to such Drainage Area or retention area that materially adversely affects another Parcel may be made without the prior written consent of the Owner of the adversely affected Parcel, not to be unreasonably withheld or delayed so long as comparable replacement Improvements are installed.

3.2 Party Wall.

3.2.1 Owners do hereby establish and create for the benefit of each and every person, firm, or corporation hereinafter owning or leasing any part of the Hickory Hollow Property, a perpetual, mutual and reciprocal easement for (a) the location and use of the party wall located on the property line between the Parcel (the "**Party Wall**"); (b) support of the improvements constructed on any such Parcel along the joint property line that involve the Party Wall; (c) temporary easements on each Parcel for the repair, maintenance and, if necessary, replacement of the Party Wall; and (d) minor encroachments of improvements and extensions of the Party Wall along the joint property line onto the adjoining Tract (collectively, the "**Party Wall Easement**"). In the exercise of the foregoing rights, each Owner shall use commercially reasonable efforts to minimize any disruption in the use of the Parcels.

3.2.2 The cost of reasonable repair and maintenance of the Party Wall shall be borne by the applicable Owners, in proportion to the amount of the Party Wall used by each Parcel. In case either of the Owners, their successors or assigns, desires to build a building longer than the initial Party Wall, the same shall be on a line with the initial Party Wall, and, if either Owner shall desire to build more than two stories high, the wall shall be on top of and on the same line as the initial Party Wall or any extension thereof. It is expressly understood and agreed that the initial Party Wall herein described and any extension thereof shall at all times be and the same is a party wall.

3.2.3 If the Party Wall is destroyed or damaged by fire or other casualty, either Owner may restore it. Whenever the party wall shall be rebuilt, it shall be erected on the same spot and on the

same line, and be of the same size, and the same or similar material, and of like quality with the present wall.

3.2.4 Each Owner reserves all rights of any nature necessary or appropriate to construct the Party Wall and entrances to the Party Wall as such Party Wall may be constructed, and thereafter to keep the Party Wall in good order and repair and ensure that the Party Wall provides all intended structural support and other benefits necessary.

3.3 Reasonable Use of Easements. Each Owner and its Permittees may only use the easements granted herein in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. The easements granted herein are nonexclusive, and each Owner has the right to use and occupy all or any portion of the Common Use Areas of such Owner's Parcel for any use or purpose not inconsistent with such easements and this Agreement.

3.4 Easements Perpetual. Except as otherwise expressly provided herein, all easements granted in this Agreement are perpetual in duration.

3.5 No Parking Easements. For the avoidance of doubt, no easement for vehicular parking is being granted or established by this Agreement. Each Owner of a Parcel shall construct and maintain sufficient parking on its Parcel to comply with Applicable Laws at all times, and each Owner and its Permittees shall only park their vehicles on such Owner's Parcel unless it has obtained written permission from another Owner to use the parking areas on such other Owner's Parcel.

3.6 No Implied Easements. Nothing contained in this Agreement creates any implied easements not otherwise expressly granted herein.

3.7 Additional Property. The Owners, by Super Majority Vote, shall have the right, at any time and from time to time during the pendency of this Agreement, to add and submit any contiguous additional property to the provisions of this Agreement ("**Additional Property**") and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Agreement by the Owners, then any such Additional Property shall constitute part of the Hickory Hollow Property. Additional Property may be submitted to the provisions of this Agreement by an instrument executed by the Owners in the manner required for the execution of deeds and recorded in the Register's Office, which instrument shall be deemed an amendment to this Agreement and shall (a) refer to this Agreement, (b) contain a statement that such Additional Property is conveyed or subject to the provisions of this Agreement or only specified portions thereof, (c) contain a legal description of such Additional Property and (d) set forth any such other or different covenants, conditions and restrictions which Owners, in their discretion, may specify to regulate and control the use, occupancy and improvement of such Additional Property. From and after the date on which an amendment to this Agreement is recorded in the Register's Office submitting any Additional Property to the terms and provisions of this Agreement, the voting rights and percentages of the Owners shall be changed so that each Parcel is entitled to the voting percentage determined in accordance with the Proportionate Share.

3.8 Subdivision. Each Owner reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, one or more subdivision plats setting forth such information as such Owner may deem necessary with regard to the Owner's Property, including, without limitation, the locations and dimensions of all Parcels and Common Use Areas, public roads or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-

back line restrictions, lakes, retention ponds and drainage basins. Any such subdivision plats and any amendments thereto shall be binding on the portions of the Owner's Property indicated thereon as if such subdivision plat were specifically incorporated into this Agreement. Notwithstanding anything provided to the contrary in this Agreement, the rights reserved by each Owner pursuant to this Section 2.7 may be exercised by such owner without any requirement that the consent or approval of any Owners or Mortgagees be obtained (other than the Owner or Mortgagee of any Parcel which is being subdivided or re-subdivided) and shall include, without limitation, the right to (a) divide and re-subdivide, combine, subdivide and re-subdivide any Parcel, Common Use Areas and other portions of the Owner's Property owned by Owner, and (b) amend from time to time and at any time Exhibit to this Agreement to reflect any such subdivision or re-subdivision of any portion of such Owner's Property.

ARTICLE 4 COMMON USE AREAS

4.1 Use and Configuration of Common Use Areas. Common Use Areas may only be used for purposes of ingress, egress and vehicular and pedestrian access and circulation between the Parcels and adjacent public rights-of-way, for vehicular parking (to the extent permitted under this Agreement), for loading and unloading of commercial and other vehicles and the servicing and supplying of businesses in the Hickory Hollow Property, for the comfort and convenience of Owners and their Permittees, and for any other use expressly permitted by this Agreement or required by any governmental authority having jurisdiction over the Hickory Hollow Property.

4.2 No Obstructions. No bumper guard, curb, lighting standard, landscape planter, sidewalk, fence, wall, rail, division or any other permanent Improvement that could constitute a barrier to any portion of the Ring Road may be constructed or placed by an Owner in the Common Use Areas of such Owner's Parcel, if the same materially interferes with the Ring Road, vehicular and pedestrian circulation, or access in, out and through the Common Use Areas of the Hickory Hollow Property. Temporary structures and barricades may be installed on portions of the Hickory Hollow Property in connection with the construction of permanent Improvements on the Parcels or the maintenance or repair of the Ring Road. All temporary barricades and structures must be maintained in a safe, neat and clean condition by the Owner installing them.

4.3 Use of Common Use Areas. The Owners and their respective Permittees jointly enjoy use of the Common Use Areas under and subject to this Agreement.

4.4 Parking. Except as may be expressly agreed among two or more Owners in a separate written instrument, motor vehicles of Owners and Permittees must be parked within the applicable Owner's Parcel, and no Owner or Permittee has any easement or other right to park its motor vehicles on the Parcel of any other Owner.

4.5 Waste or Nuisance. No rubbish or debris of any kind may be placed or permitted to accumulate upon any portion of the Hickory Hollow Property for any unreasonable length of time, and no obnoxious or offensive odor is permitted to arise from any portion of the Hickory Hollow Property.

ARTICLE 5 PARCEL CONSTRUCTION AND MAINTENANCE

5.1 General Provisions Regarding Construction. All construction, alteration or repair work undertaken by an Owner must be accomplished in an expeditious and efficient manner, in accordance with all Applicable Laws, and in a good and workmanlike manner using first-class materials, free and

clear of liens and encumbrances (other than liens associated with financing for such Building or Improvements). All construction work must be accomplished in such a manner as to minimize any damage or adverse effect that might be caused by such work to any other Owner or its Permittees. Each Owner shall have (a) the right to construct and install one or more temporary construction trailers used in connection with construction activities within a Parcel owned by such Owner, (b) the right to use any Parcel owned by such Owner for equipment and materials staging and storage in connection with construction activities within such Parcel or any adjacent Parcel owned by such Owner, provided that all such equipment and materials (to the extent not incorporated into Improvements) shall be removed from the Parcel promptly after the completion of all applicable construction activity.

5.2 Covenant to Maintain.

5.2.1 Until such time as any new Improvements are constructed on a Parcel, the Owner thereof, at its expense, agrees to take such measures as are reasonably necessary to control weeds, and blowing dirt, sand and refuse on or from such Owner's Parcel and to maintain the Parcel in compliance with all Applicable Laws.

5.2.2 Each Owner agrees to operate, maintain, repair and replace, at its sole cost and expense, all Buildings, other Improvements, and Common Use Areas located on its Parcel in good order, condition and repair.

5.2.3 If any Owner fails to perform any operation, maintenance, repair, replacement or illumination of the Building(s), Improvements or Common Use Areas located on such Owner's Parcel as required herein, the impacted Owner may give the Owner written notice of such failure. If such Owner fails to commence the required performance within sixty (60) days from the date of such written notice or thereafter fails to diligently prosecute such performance to completion, or if such Owner fails to complete the required performance within sixty (60) days from the date of the notice (provided, however, if the nature of the performance is such that it cannot reasonably be completed within sixty (60) days, provided that the Owner so noticed has commenced to render the required performance and is diligently pursuing such performance to completion without interruption, such Owner shall have a reasonable period of time within which to complete such performance), the impacted Owner is entitled, but not obligated, to enter upon such Parcel during reasonable hours and perform such operation, maintenance, repair, replacement or illumination at such Owner's sole cost and expense. Notwithstanding the foregoing to the contrary, if such Owner's failure to maintain its Building or Improvements presents an immediate risk of damage to property, injury to persons, or loss or obstruction of access, the prior notice requirement of this Section does not apply, and such impacted Owner is entitled, but not obligated, to take immediate steps to minimize or eliminate such risk, at the cost and expense of such Owner as aforesaid. In such event, notice of such action will be given to such Owner as soon as reasonably practicable under the circumstances.

5.2.4 Each Owner shall regularly monitor its Building(s) and Improvements, if any, located on its Parcel in order to determine the presence of graffiti and each Owner shall promptly, and in any event not later than five (5) business days after written notice, remove any graffiti from its Building(s) and Improvements. If an Owner fails to remove graffiti from its Building(s) and Improvements within such five (5) business day period, which failure is not cured within five (5) business days after a second written notice, the impacted Owner may remove such graffiti at the expense and for the account of such Owner.

5.3 Damage or Destruction of Buildings. If all or a portion of a Building on a Parcel is damaged or destroyed, the Owner of such Parcel agrees with all due diligence, and at its sole cost and expense, to either (a) repair, restore and rebuild such Building generally to its condition existing prior to

such damage or destruction, or (b) tear down and remove all portions of such damaged or destroyed Building and related Improvements, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level and clean condition.

5.4 Common Use Area Lighting. After completion of any Ring Road Improvements, each Owner hereby covenants and agrees to keep its Parcel fully illuminated each day from dusk to at least 11:00 p.m. Each Owner further agrees to keep any exterior building security lights, plus each of the Ring Road Improvements illuminated from dusk until dawn. During the term of this Agreement, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcels.

ARTICLE 6 MANAGEMENT OF COMMON USE AREAS

6.1 Maintenance Obligations. The Owners will perform or cause to be performed within their respective Parcel within Hickory Hollow Property, the following:

6.1.1 Drive and Parking Areas. Unless and until the Ring Road is dedicated to the City, maintaining and repairing all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resealing and resurfacing.

6.1.2 Debris and Refuse. Periodic removal (but in any event, at least five (5) days per week) of all papers, debris, filth, refuse, ice and snow (2" on surface), including daily vacuuming and broom or blower sweeping, to the extent necessary to keep the Parcel in a good and sightly condition.

6.1.3 Non-Occupant Signs and Markers. Maintaining, cleaning, and replacing any Monument Signs, Hickory Hollow Property identification signage, theme walls and appropriate directional, stop or handicapped parking signs; restriping parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian crosswalks.

6.1.4 Lighting. Maintaining, cleaning and replacing Common Use Area lighting facilities (including seasonal lighting and Ring Road Improvements) including, without limitation, light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.

6.1.5 Landscaping. Maintaining and replacing of all landscape planting, trees and shrubs in an attractive and thriving condition, trimmed and weed free. Maintaining and replacing landscape planters, excluding, however, those located within sidewalks and other areas, adjacent to exterior walls of Buildings.

6.1.6 Common Utility Lines. Maintaining, cleaning, replacing, and repairing any and all common utility lines (including Private/Public Water and Sewer Mains, (if any), electrical lines, gas lines, telephone, fiber optic and cable TV facilities (to the extent not the responsibility of the appropriate public utility company)), including the cost of any temporary utilities consumed during the periods of any repair or replacements to common utility lines.

6.1.7 Obstructions. Keeping the Ring Road free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Agreement.

6.1.8 Sidewalks. Maintaining, cleaning, repairing and replacing of all sidewalks, including those adjacent and contiguous to Buildings located within the Hickory Hollow Property (except for sidewalks located "back of curb" on the freestanding pads or drive-thru canopies).

6.1.9 Traffic. Direction of traffic at entrances and exits to the Hickory Hollow Property and within the Hickory Hollow Property as conditions reasonably require in order to maintain an orderly and proper traffic flow.

6.1.10 Compliance with Law. Operating and maintaining the Common Use Areas in compliance with all Applicable Laws and the provisions of this Agreement.

6.1.11 Retention Areas; Drainage Areas. Reasonable and necessary periodic landscaping, maintenance, repair and replacement of any retention area and Drainage Area, including, without limitation, cleaning and replacement of sediment filters, if any.

6.1.12 Public Art. Maintaining, cleaning, repairing and insuring any public art in the Hickory Hollow Property.

6.1.13 First Class Condition. In addition to the foregoing, such other activities, maintenance, repairs and replacements as are consistent with the operation and maintenance of common areas of other first-class mixed-use commercial centers in the Antioch, Tennessee metropolitan area or as may be necessary to keep, place and maintain the Hickory Hollow Property in first class condition.

6.2 Maintenance. Furthermore, each Owner shall maintain and repair, at its sole cost, in a clean, sightly and safe condition any exterior shipping/receiving dock area, any truck ramp or truck parking area, any drive thru lanes or drive up facilities, any refuse, compactor or dumpster area located on its Parcel, any landscape planters within sidewalks and other areas adjacent to exterior walls of Buildings on the freestanding pads and any exterior areas of such Owner's Parcel. Each Owner is also obligated to supply at its expense all utilities (including power and water) necessary for the proper operation of lighting and irrigation improvements related to such Owner's Parcel. An Owner shall have the right, from time to time, to select another Person or Persons to maintain its Parcel.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1 Indemnification.

7.1.1 Each Owner agrees to indemnify, defend and hold harmless all other Owners within the Hickory Hollow Property, and their respective Permittees, for, from and against any and all claims and all costs, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of any accident, injury, death, loss or damage whatsoever to any Person, or to the property of any Person, proximately caused by the acts or omissions of such Owner or its Permittees and occurring on such Owner's Parcel, except to the extent caused by the negligence or intentional misconduct in whole or in part of an indemnified party.

7.1.2 Each Owner having rights with respect to an easement granted hereunder agrees to indemnify, defend and hold harmless the Owner whose Parcel is subject to the easement for, from and against any and all claims and all costs, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceeding brought thereon, arising

from or as a result of any accident, injury, death, loss or damage whatsoever to any Person, or to the property of any Person, proximately caused by the acts or omissions of such Owner or its Permittees in the use of any such easement granted hereunder, except to the extent of the negligence or intentional misconduct in whole or in part of the indemnified party whose Parcel is subject to the easement or its Permittees.

7.2 Insurance by Owners. Each Owner (or Permittee of such Owner responsible for carrying insurance) agrees to provide and maintain, or cause its Permittees to provide and maintain, such policies of property insurance ("*Causes of Loss-Special Form*") on all Building(s) and other Improvements located on such Owner's Parcel (in an amount not less than the full replacement value thereof), and commercial general liability insurance insuring against claims for bodily injury, personal injury, death or property damage (including contractual liability arising under the indemnities contained in Section 7.1 above), occurring on or about such Owner's Parcel and the easement areas which are subject to use and enjoyment by such Owner and its Permittees hereunder, with combined single limit coverage of not less than Two Million Dollars (\$2,000,000) per occurrence, or such higher amounts of coverage as the Owner's by Majority Vote of the Owners may from time to time reasonably designate (but without obligation to do so) based on insurance coverage carried by reasonable and prudent owners of like property in metropolitan Nashville, Tennessee. Limits of liability may also be attained through the combination of a commercial general liability policy and a follow-form excess liability policy. Each policy of commercial general liability insurance procured and maintained by an Owner or its Permittees must be primary and not contributing with any policy or policies of insurance maintained by any other Owner or its Permittees, and must name all other Owners as additional insureds (using ISO Endorsement CG 2026, or its equivalent), provided that the Owner obtaining such insurance has been supplied with the name(s) of the other Owner(s) in the event of a change therein. Any insurance required under this Agreement may be brought within the coverage of so-called blanket or master policies of insurance, provided that such blanket or master policies contain a so-called "per location aggregate" endorsement (or equivalent) preventing the coverages required by this Agreement from being reduced or diminished by reason of the use of such policies. All insurance must be issued by insurance companies authorized to do business in the State of Tennessee having a general policy holders rating in the then most current edition of Best's Key Rating Guide of A:X or better, must be written on an occurrence basis and must include coverage for contractual liability and broad form property damage.

7.3 Evidence of Insurance. Upon reasonable request by an Owner, an Owner agrees to furnish to the requesting party certificates of insurance and, with respect to the additional insured obligations referenced in this Article, a copy of ISO Endorsement CG 2026 (or its equivalent), and other reasonable evidence indicating that insurance meeting the requirements hereof has been obtained and is in full force and effect.

7.4 Mutual Waiver. The Owner of each Parcel in the Hickory Hollow Property, for itself, and, to the extent legally permissible, on behalf of its Permittees and insurance carriers, hereby waives the right of recovery against any other Owner for (a) any loss or damage to the property of the waiving Owner located in the Hickory Hollow Property, (b) any loss or damage to the Buildings or other Improvements in the Hickory Hollow Property or the contents thereof, and (c) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is or would be covered by the property insurance required to be carried pursuant to this Article 7; provided, however, this waiver is effective only in the event and to the extent of actual recovery or payment under the applicable property insurance policy or policies. Each Owner agrees to obtain for the benefit of each other Owner a waiver of any right of subrogation which the insurance carrier(s) of the waiving Owner may acquire against any other Owner by virtue of the payment of any such loss covered by such property insurance.

ARTICLE 8
SIGNS

All signs within the Hickory Hollow Property including, without limitation, Building signs, temporary signs, grand opening signage, and special events signage must conform to all Applicable Laws.

ARTICLE 9
CONDEMNATION

If all or any part of the Hickory Hollow Property is taken by eminent domain, condemnation or similar process by a duly constituted authority, the entire award for the value of the land and Improvements so taken belongs to the Owner of the Parcel so taken (and to such Owner's mortgagees and tenants, as their interests may appear), and no other Owner has a right to claim any portion of the award by virtue of any interest created by this Agreement. Any Owner of a Parcel that is not the subject of such taking (and such Owner's mortgagees and tenants, as their interests may appear) may, however, file a separate claim with the condemning authority (but not against the Owner of the Parcel so taken) for the loss of easement or other rights to the extent of any damage resulting from the severance of the land or Improvements so taken. In the event of a partial taking, the Owner of the portion of the Hickory Hollow Property so taken agrees to restore the Improvements located on the Common Use Areas of such Owner's Parcel as nearly as possible to the condition existing prior to the taking to assure the continued ingress and egress to, from and between all areas of the Hickory Hollow Property to the extent reasonably feasible, without contribution from any other Owner.

ARTICLE 10
RESTRICTIONS

All Parcels within the Hickory Hollow Property may only be used for lawful purposes in conformance with all restrictions imposed by all Applicable Laws. No Owner may use or permit the use of all or any portion of such Owner's Parcel for any of the businesses or purpose(s) described on Schedule 2. Each Owner agrees that such Owner's Parcel and any and all facilities located or operations conducted on such Parcel will not be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process hazardous, toxic or regulated substances or solid wastes of any kind, except in compliance with all Applicable Laws. Each Owner agrees to indemnify, defend, and hold harmless each and every other Owner, for, from and against any and all actions, causes of action, claims, liabilities, damages, costs, expenses and losses (including reasonable attorneys' fees and costs) of any nature whatsoever, arising from a breach by the indemnifying Owner of this covenant.

ARTICLE 11
ENFORCEMENT

11.1 Remedies. If an Owner or its Permittees breaches or threatens to breach this Agreement, any one or more of the other Owners are entitled to any or all remedies available at law or in equity including, without limitation, the right to collect actual damages, the right to enjoin such breach or threatened breach in any court of competent jurisdiction, and the right of specific performance.

11.2 Remedies Cumulative. The remedies specified herein are cumulative and in addition to all other remedies permitted at law or in equity.

11.3 No Cancellation. Notwithstanding anything to the contrary contained herein, no breach of this Agreement entitles any Owner to cancel, rescind or otherwise terminate this Agreement, but such

limitation does not affect in any manner any of the other rights or remedies which any Owner may have by reason of a breach of this Agreement.

ARTICLE 12
TERM OF AGREEMENT

This Agreement and the easements, covenants, conditions and restrictions contained herein are effective commencing on the date of recordation of this Agreement in the Register's Office, and continue in perpetuity except to the extent this Agreement is modified, amended, canceled, terminated or rescinded in whole or in part under Article 13 hereof.

ARTICLE 13
AMENDMENT

This Agreement may not be modified or amended in any respect, or canceled, terminated or rescinded, in whole or in part, except by a written instrument duly recorded in the Register's Office, fully executed and acknowledged by at least a Super Majority Vote of the Owners.

ARTICLE 14
MISCELLANEOUS

14.1 Notices. Any notice to be given by any Owner hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., FedEx), or forwarded by first class U.S. Mail, postage prepaid, or by electronic mail, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

Owners: Unless otherwise advised to the contrary by notice given in accordance herewith, to the address for mailing tax bills for any Parcel owned by such Owner, as set forth in the records of the Davidson County Register of Deeds

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

14.2 Attorneys' Fees. If an Owner institutes a legal action or proceeding for the enforcement of any right or obligation contained in this Agreement, the prevailing party in such action or proceeding is entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval may not be unreasonably withheld.

14.4 No Waiver. No waiver of any default of any obligation by an Owner may be implied from any omission by an Owner to take any action with respect to such default.

14.5 No Agency. Nothing in this Agreement creates the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association among the Owners or any of them, nor does it create any fiduciary duty on the part of any Person.

14.6 Covenants to Run with Land. All of the easements, covenants, conditions, restrictions, reservations, servitudes and development standards set forth herein run with the land and create equitable servitudes in favor of the entire Hickory Hollow Property, bind every person having any fee, leasehold or other interest therein and inure to the benefit of the Owners, and their respective successors, assigns, heirs, and personal representatives. All agreements set forth herein are deemed covenants regardless of whether expressly so designated.

14.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof from a subsequent Owner of such Parcel, accepts such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, reservations, servitudes and development standards contained herein. By such acceptance, any such grantee for himself and his successors, assigns, heirs, and personal representatives, is deemed to covenant, consent, and agree to and with the other Owners, to keep, observe, comply with, and perform the obligations and agreements set forth in this Agreement with respect to the property so acquired by such grantee.

14.8 Rights and Obligations of Lenders. The burdens and benefits of this Agreement are, and at all times will be, prior and superior to the lien or charge of any mortgage or deed of trust affecting any Parcel or any part thereof, or any Improvements now or hereafter placed thereon; provided, however, a breach of any of the provisions of this Agreement or the enforcement of any lien rights herein granted does not defeat or render invalid the lien or charge of any mortgage or deed of trust given in good faith and for value.

14.9 No Rights in Public. Except as the Ring Road may be dedicated to the City, nothing contained in this Agreement creates any rights in the general public or dedicates for public use all or any portion of the Hickory Hollow Property.

14.10 Taxes and Assessments. Each Owner agrees to pay all taxes, assessments, and charges of any type levied or made by any governmental authority or agency with respect to its Parcel.

14.11 Severability. Each provision of this Agreement is declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Agreement.

14.12 Time of Essence. Time is of the essence of this Agreement. Any prevention, delay or stoppage due to Force Majeure shall excuse the performance by an Owner or Permittee for a period equal to any such prevention, delay or stoppage.

14.13 Entire Agreement. This Agreement (including all Exhibits attached hereto, which are incorporated herein by this reference) contains the complete declaration, understanding and agreement of the Parties with respect to all matters referred to herein.

14.14 Captions. The underlined captions preceding the various Sections herein and the headings of the Articles, are for convenience of reference only, and may not be used as an aid to the construction or interpretation of any provision of this Agreement. Whenever applicable, the singular form includes the plural, and the masculine gender includes the feminine and neuter, and vice versa.

14.15 Ownership of Hickory Hollow Property. The validity and binding effect of this Agreement is not affected or impaired by reason of the ownership of the entire Hickory Hollow Property by the same Person.

14.16 Prescriptive Easements/Adverse Possession. No title, easement or use pertaining to the Hickory Hollow Property or any portion thereof may be established by prescription or adverse possession, the statute of limitations for such purposes being expressly hereby waived.

14.17 Incorporation of Recitals. The Recitals of this Agreement are incorporated herein and made a part of this Agreement by this reference.

14.18 Governing Law. The law of the State of Tennessee governs the interpretation, validity, performance, and enforcement of this Agreement, without regard to conflicts of laws principles.

14.19 Estoppel Certificate. Each Owner agrees that within thirty (30) days following receipt of a written request (which shall not be more frequent than three (3) times during any calendar year) from any other Owner, it will issue, without cost, to such Person, or its existing or prospective Mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date (a) whether it knows of any default under this Agreement by the requesting Owner and if there are known defaults, specifying the nature thereof, (b) whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof, (c) whether any sums are currently due and payable to it or by it, (d) whether this Agreement is in full force and effect, and (e) other commercially reasonable matters. Such statement shall act as a waiver of any claim by the Person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement. Failure to provide such estoppel certificate shall be deemed acquiescence and agreement with the estoppel so provided.

14.20 Mortgagee Notice and Right to Cure. If requested, each Owner agrees to give to the Mortgagee of any other Owner a notice certifying, if true, that the other Owner is in default under this Agreement, provided that the Mortgagee shall have previously requested the right to receive that notice by providing an address to which the notice shall be delivered and by delivering to all Owners a copy of the following certification:

The undersigned, whose address is _____ does hereby certify that it is the holder of a first lien upon the land (or, alternatively the holder of a first lien upon the leasehold estate) described on Exhibit A attached hereto which lien encumbers the Parcel of _____ in Hickory Hollow and is the Mortgagee holding the security interest in said Parcel. If any notice shall be given of the default of the Owner upon whose Parcel this lien applies, a copy thereof shall be delivered to the undersigned who shall have all rights of such party to cure such default pursuant to the Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements ("**REA**"). Failure to deliver a copy of such notice to the undersigned shall in no way affect the validity of the notice of default as it respects such Owner, but shall toll any applicable time period for cure by the Mortgagee or the taking by the Mortgagee of any other action required under the REA until such notice is properly delivered.

Any such notice to a Mortgagee shall be given in the same manner as provided in Section 14.1 of this Agreement. If any notice shall be given of the default of Owner and the defaulting Owner has failed to

cure or commence to cure the default as provided in this Agreement, then and in that event the Mortgagee under any Mortgage affecting the Parcel of the defaulting Owner shall be entitled to an additional notice given in the manner provided in Section 14.1 of this Agreement, that the defaulting Owner has failed to cure the default and the Mortgagee shall have thirty (30) days after that additional notice to cure any such default, or, if the default cannot be cured within thirty (30) days, diligently to commence curing within such time and diligently pursue such cure to completion within reasonable time thereafter. Giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Owner so declaring a default. A failure to deliver a copy of such notice to the Mortgagee shall in no way affect the validity of such notice as it respects such Owner, but shall toll any applicable time period for cure by the Mortgagee or the taking by the Mortgagee of any other action required under this Agreement until such notice is properly delivered.

Signatures begin on following page

CONSENT OF OWNER

The undersigned, being an Owner pursuant to the foregoing Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements (the "**REA**"), hereby consents to and approves the REA and agrees that its right, title and interest in and to any and all Parcels (as defined in the REA) is and shall be subject to the REA.

Global Mall Partnership
a Tennessee general partnership

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of Global Mall Partnership, the within named bargainer, a Tennessee general partnership, and that he/she as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself/herself as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 202__.

Notary Public
My Commission Expires: _____

Signatures Continue on Following Page

CONSENT OF OWNER

The undersigned, being an Owner pursuant to the foregoing Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements (the "**REA**"), hereby consents to and approves the REA and agrees that its right, title and interest in and to any and all Parcels (as defined in the REA) is and shall be subject to the REA.

CV LHF, LLC
a Tennessee limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of CV LHF, LLC, the within named bargainor, a Tennessee limited liability company, and that he/she as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 202__.

Notary Public
My Commission Expires: _____

Signatures Continue on Following Page

CONSENT OF OWNER

The undersigned, being an Owner pursuant to the foregoing Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements (the "**REA**"), hereby consents to and approves the REA and agrees that its right, title and interest in and to any and all Parcels (as defined in the REA) is and shall be subject to the REA.

The Metropolitan Government of Nashville and Davidson County

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the _____ within named bargainor, a _____, and that he/she as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by himself/herself as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 202__.

Notary Public
My Commission Expires: _____

Signatures Continue on Following Page

CONSENT OF OWNER

The undersigned, being an Owner pursuant to the foregoing Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements (the "**REA**"), hereby consents to and approves the REA and agrees that its right, title and interest in and to any and all Parcels (as defined in the REA) is and shall be subject to the REA.

CV Hickory Hollow LLC
a Tennessee limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of CV Hickory Hollow, LLC, the within named bargainer, a Tennessee limited liability company, and that he/she as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 202__.

Notary Public
My Commission Expires: _____

Signatures Continue on Following Page

CONSENT OF OWNER

The undersigned, being an Owner pursuant to the foregoing Termination of Predecessor Agreements and Creation of Reciprocal Easement Agreements (the "**REA**"), hereby consents to and approves the REA and agrees that its right, title and interest in and to any and all Parcels (as defined in the REA) is and shall be subject to the REA.

State of Tennessee

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of _____, the _____ within named bargainor, a _____, and that he/she as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by himself/herself as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 202__.

Notary Public
My Commission Expires: _____

EXHIBIT A
GMP Property

Parcel No. 163-00-0-353.00 (5246 Hickory Hollow Pkwy) – owned by Global Mall Partnership, a Tennessee general partnership (conveyed by Hickory Hollow Mall Limited Partnership in 2012)

• **Tract 1: Parcel 16300022800 (5252 Hickory Hollow Parkway)**

Being a parcel of land in Nashville, First Civil District, Twenty-Ninth Councilmanic District, Davidson County, Tennessee, located on the southerly side of Mt View Road (a 60 foot wide right of way), west of Bell Road (a 150 foot right of way), being Lot No. 1 as shown on the plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall as of record in Book 7900, Page 280, R.O.D.C., being property conveyed to Nashland Associates by deed of record in Book 8377, Page 427, R.O.D.C., and being more particularly described as follows:

Beginning at an iron pin in the southerly right of way line of Mt. View Road (a 60 foot wide right of way) said pin being westerly 705.03 feet from the northwesterly right of way of Bell Road (a 150 foot wide right of way); thence leaving said right of way with the westerly line of Lot Has shown on the plan of Section Nine, Hickory Hollow Mall, as of record in Book 5210, Page 123, R.O.D.C. as conveyed to Nashland Associates by deed of record in Book 6321, Page 223, R.O.D.C. S 47° 14' 00" W 303.92 feet to a point in the easterly line of Lot No. 3 as shown on the aforementioned plan of Resubdivision of Lots 1, 3 and Parcel 3 52, Section One, Hickory Hollow Mall, as conveyed to Mercantile Properties Inc. by deed of record in Book 8377, Page 463, R.O.D.C.; thence with said line with a curve to the left 45.01 feet to a point, said curve having a central angle of 10° 18' 53" a radius of 250.00 feet, a tangent of 22.56 feet and a chord of N 18° 42' 43" W 44.95 feet; thence continuing with said line N 33° 58' 04" W 150.79 feet to a point; thence with the northerly line of said lot N 75° 22' 00" W 591.57 feet to a point; thence with the westerly line of said lot S 14° 38' 00" W, 631.00 feet to a point in the northerly line of Lot No. 2 as shown on the plan of Resubdivision of Lots 2 and 4, Section One, Hickory Hollow Mall as of record in Book 7900, Page 258, R.O.D.C. as conveyed to Cain Sloan Inc. by deed of record in Book 8377, Page 434, R.O.D.C.; thence with said line the following calls: N 75° 22' 00" W 493.70 feet to a point; N 14° 38' 00" E 57.09 feet to a point; N 75° 22' 00" W 227 .63 feet to a point; thence continuing with said line and the easterly line of Lot No. 1, as shown on the plan of Section One Hickory Hollow Mall as of record in Book 5050, Page 25, R.O.D.C. as conveyed to Sears, Roebuck and Company by deed of record in Book 5098, Page 2, R.O.D.C. N 14° 38' 00" E 603.42 feet to a point; thence leaving said line with the southerly line of Section Five, Hickory Hollow Mall as of record in Book 5210, Page 87, R.O.D.C. as conveyed to J.C. Penney Properties Inc. by deed of record in Book 5741, Page 784, R.O.D.C. the following calls: S 75° 22' 00" E 595.82 feet to a point; N 56° 00' 00" E 389.73 feet to a point; with a curve to the right 177.12 feet to a point, said curve having a central angle of 05° 04' 27", a radius of 2000.00 feet, a tangent of 88.62 feet and a chord of S 38° 15' 10" E 177.06 feet; N 56°, 00' 00" E 150.93 feet to an iron pin in the southerly right of way line of Mt View Road (a 60 foot right of way); thence with said right of way line S 57° 14' 25" E 55.51 feet to a concrete monument; then continuing with said line S 52° 59' 36" E 505.44 feet to an iron pin, being the point of beginning, containing 697,451 square feet or 16.01 acres more or less.

Tract 2: Parcel 16300025600 (0. Mt. View Road)

Being a parcel of land in Nashville, First Civil District, Twenty Ninth Councilmanic District, Davi(Ison County, Tennessee, located on the southerly side of Mt. View Road (a 60 foot wide right of way), west of Bell Road (a 150 foot wide right of way) and being a part of Lot No. 4, Section One, Hickory Hollow Mall, as of record in Plat Book 5050, Page 25, R.O.D.C. being property conveyed to Nashland Associates by deed of record in Book 6321, Page 223, R.O.D.C. and being more particularly descnoed as follows:

Beginning at an iron pin in the southerly right of way line of Mt. View Road (a 60 foot right of way) approximately 1494 feet westerly from the westerly right of way of Bell Road (a 150 foot right of way); thence leaving said right of way line with the northerly line of Lot No. 5, as shown on the plan of Section Five, Hickory Hollow Mall as of record in Book 5210, Page 87, R.O.D.C. as conveyed to J.C. Penney Properties Inc. by deed of record in Book 5741, page 784, R.O.D.C., S 58° 07' 46" W 56.68 feet to a point; thence continuing with said line N 44° 00' 00" W 176.78 feet to a point; thence continuing with said line with a curve to the left 369.97 feet to a point, said curve having a central angle of 31°44' 00" a radius of 668.00 feet; a tangent of 189.86 feet and a chord of N 59° 52' 00" W 365.26 feet; thence continuing with said line N 75° 44' 00" W 294.73 feet to a point; thence continuing with said line N 14° 38' 00" E 17.23 feet to a point in the southerly right of way line of Mt. View road (a 60 foot wide right of way); thence with said right of way line S 75° 03' 39" E 496.66 feet to a point; thence continuing with said right of way line with a curve to the right 89.00 feet to a point; said curve having a central angle of 11 ° 47' 46" a radius of 432.29-feet-a tangent of 44.66 feet and a chord of S 69° 09' 46".E 88.84 feet; thence leaving said line with the westerly line of a graveyard, of unknown ownership, S 20° 10' 00" W 45.60 feet to a point; thence with the southerly line of said graveyard, S 71 ° 35' 00" E 67.50 feet to a point; thence with the easterly line of said graveyard N 16° 01' 07" E 30.97 feet to a point in the southerly right of way line of Mt. View Road (a 60 foot wide right of way); thence with said right of way line with a curve to the right 170.37 feet to a point, said curve having a central angle of 22° 34' 49" a radius of 432.29 feet, a tangent of 86.30 feet and a chord of S 43° 09' 39" E 169.27 feet; thence continuing with said line S 31 ° 52' 14" E 61.71 feet to an iron pin, being the point of beginning, containing 30897 square feet or 0.71 acres more or less.

Tract 3: Parcel 16300025700 (5178 Mt. View Road)

Being a parcel of land in Nashville, First Civil District, Twenty-Ninth Councilmanic District, Davidson County, Tennessee, located on the southerly side of Mt. View Road (a 60 foot wide right of way), west of Bell Road (a 150 foot wide right of way) and being a part of Lot No. 4, Section One, Hickory Hollow Mall, as of record in Plat Book 5050, Page 25, R.O.D.C., being property conveyed to Nashland Associates by deed of record in Book 6321, Page 223, R.O.D.C. and being more particularly described as follows: Beginning at a concrete monument in the southerly right of way line of Mt. View Road (a 60 foot wide right of way), also the northwest corner of Section One, Hickory Hollow Mall, as of record in Book 5050, Page 25 R.O.D.C. said point also being westerly 3090.62 feet from the westerly right of way line of Bell Road (a 150 foot wide right of way); thence with said southerly right of way of Mt View Road, S 77° 40' 05" E 245.00 feet to a point; thence continuing with said right of way line with a curve to the right 81.61 feet to a point, said curve having a central angel of 02° 36' 26" a radius of 1793.53 feet, a tangent of 40.81 feet and a chord of S 76° 21' 52" E 81.61 feet; thence continuing with said right of way line S 75° 03' 39" E 203.67 feet to a point, thence leaving said right of way line with the westerly line of Lot No. 5 as shown on the plan of Section Five, Hickory Hollow Mall, as of record in Book 5210, Page 87, R.O.D.C. as conveyed to J.C. Penney Properties Inc. by deed of record in Book 5741, Page 784, R.O.D.C., s 14° 38' 00" W 597.24 feet to a point in the northerly line of Lot No. 1 as shown on the aforementioned plan of Section One, Hickory Hollow Mall as conveyed to Sears, Roebuck and Company by deed of record in Book 5098, Page 2, R.O.D.C; thence with said northerly line of Lot No. 1 N 75° 22' 00" W 221.88 feet to a point; thence continuing with said line N 30° 22' 00" W 475.99 feet to a point in the easterly line of property conveyed to Wimsatt-Hickory Tract LLC by deed of record in Book 9681, page 868, R.O.D.C.; thence with said line N 21° 08' 00" E 252.27 feet to a concrete monument, being the point of beginning, containing 272169 square feet or 6.25 acres more or less.

Tract 4: Parcel 16300035200 (927 Bell Road)

Being a parcel of land in Nashville, First Civil District, Twenty-Ninth Councilmanic District, Davidson County, Tennessee located on the westerly side of Bell Road (a 150-foot wide right of way), north of Hickory Hollow Parkway (a variable width right of way) and being Parcel No. 352 as shown on the plan

of Resubdivision of Lots 1,3 and Parcel 352, Section One, Hickory Hollow Mall of record in Book 7900, Page 280, R.O.D.C. being property conveyed to Nashland Associates by deed of record in Book 8377, Page 457, R.O.D.C. and being more particularly described as follows: Beginning at an iron pin in the westerly right of way line of Bell Road (a 150 foot wide right of way) said iron pin being northerly 546.31 feet from the northerly right of way line of Hickory Hollow Parkway (a variable width right of way); thence leaving said right of way with the easterly line of Lot F-3, as shown on the plan of Second Revision, Section Two, Hickory Hollow Mall as of record in Book 5200, page 34, R.O.D.C. as conveyed to Nashville City Bank and Trust Company by deed of record in Book 6286, Page 833, R.O.D.C. N 28° 34' 33" W 108.55 feet to a point; thence with the northerly line of said Lot F-3, S 64° 20' 50" W 54.92 feet to a point; thence continuing with said line and the northerly line of Lot 2 as shown on the plan of Resubdivision Lot F-2, Second Revision, Section Two, Hickory Hollow Mall as of record in Book 6900, Page 988, R.O.D.C. as conveyed to Polt Partners by deed of record in Book 8881, Page 516, R.O.D.C. with a curve to the right 248.55 feet to a point, said curve having a central angle of 23° 44' 04" a radius of 600.00 feet, a tangent of 126.08 feet and a chord of S 76° 12' 52" W 246.78 feet; thence leaving said line with the easterly line of Lot No. 2 as shown on the plan of Resubdivision of Lots 2 and 4, Section One, Hickory Hollow Mall as of record in Book 7900, Page 258, R.O.D.C. as conveyed to Cain Sloan Inc. by deed of record in Book 8377, Page 434, R.O.D.C. N 14° 38' 00" 366.07 feet to a point; thence leaving said line with the southerly line of Lot No. 3 as shown on the aforementioned plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall, as conveyed to Mercantile Properties Inc. by deed of record in Book 8377, Page 463, R.O.D.C. S 75° 22' 00" E 510.31 feet to a point in the northerly line of Lot No. G-1 as shown on the plan of Second Revision, Section Two, Hickory Hollow Mall as of record in Book 5200, Page 34, R.O.D.C. as conveyed to Union Planters Bank of Middle Tennessee by deed of record in Book 9433, Page 427, R.O.D.C.; thence with said line with a curve to the right 5.22 feet to a point, said curve having a central angle of 00° 32' 36" a radius of 550.00 feet, a tangent of 2.21 feet and a chord of S 64° 04' 35" W 5.22 feet; thence continuing with said line S 64° 20' 50" W 13.41 feet to a point; thence with the westerly line of said Lot G-1, S 22° 43' 46" E 108.55 feet to a point in the northerly right of way line of Bell Road (a 150 foot wide right of way); thence with said right of way line with a curve to the left 300.00 feet to an iron pin, being the point of beginning, said curve having a central angle of 05° 50' 47" a radius of 2940.00 feet, a tangent of 150.13 feet and a chord of S 64° 20' 50" W 299.86 feet, containing 137625 feet or 3.16 acres more or less.

Tract 5: Parcel 16300035300 (5246 Hickory Hollow Parkway)

Being a parcel of land in Nashville, First Civil District, Twenty-Ninth Councilmanic District, Davidson County, Tennessee, located north of Hickory Hollow Parkway (a variable right of way) and west of Bell Road (a 150 foot wide right of way) being Parcel No. 353 as shown on the plan of Resubdivision of Lots 2 and 4, Section One, Hickory Hollow Mall as of record in Book 7900, Page 258, R.O.D.C. being property conveyed to Nashland Associates by deed of record in Book 6321, Page 223, R.O.D.C. and being more particularly described as follows:

Beginning at an iron pin in the northerly right of way line of Hickory Hollow Parkway (a variable width right of way), said iron pin being westerly 575.66 feet from the westerly right of way line of Bell Road (a 150 foot wide right of way); thence leaving said right of way line with the easterly line of Lot No. E-3 as shown on the plan of Second Revision, Section Two, Hickory Hollow Mall as of record in Book 5200, Page 34, R.O.D.C. as conveyed to First American National Bank by deed of record in Book 8517, page 281, R.O.D.C. the following calls: N 60° 40' 00" E 35.36 feet to a point; N 15° 40' 00" E 95.69 feet to a point; N 29° 19' 18" W 35.36 feet to a point; thence with the northerly line of said Lot E-3 with a curve to the right 219.49 feet to the true point of beginning of the herein described parcel, said curve having a central angle of 11° 25' 57" a radius of 1100.00 feet a tangent of 110.11 feet and a chord of N 68° 37' 02" W 219.12 feet; thence continuing with said line and the northerly line of Lot E-1A., as shown on the plan of Third Revision, Section Two, Resubdivision of Lots E-1 and E-2 Hickory Hollow Mall as of record in

Book 6200, Page 385, R.O.D.C. as conveyed to Haverty Furniture Company fuc. by deed of record in Book 6775, Page 614, R.O.D.C. with a curve to the right 104.28 feet to a point, said curve having a central angle of 05° 25' 55" a radius of 1100.00 feet, a tangent of 52.18 feet and a chord of N 60° 11' 04" W 104.25 feet; thence leaving said line with the easterly line of Lot No. 1, Section One, Hickory Hollow Mall as of record in Book 5050, Page 25, R.O.D.C. as conveyed to Sears, Roebuck and Company by deed of record in Book 5098, Page 2, R.O.D.C. N 14° 38' 00" E 506.78 feet to a point; thence continuing with said line S 75° 22' 00" E 100.61 feet to a point; thence leaving said line with the westerly line of Lot No. 2 as shown ' on the. aforementioned plan of Resubdivision of Lots 2 and 4, Section One, Hickory Hollow Mall as conveyed to Cain Sloan fuc. by deed of record in Book 8377, Page 434, R.O.D.C. S 14° 38' 00" W 534.08 feet to the point of beginning, containing 52444 square feet or 120 acres more or less.

Being the same property conveyed to Hickory Hollow Mall Limited Partnership by Special Warranty Deed dated July 1, 1998 from Nashland Associated of record in Book 11005, Page 379 in the Register's Office for Davidson County, Tennessee.

Being a certain tract or parcel of land lying and being in the 32nd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, in the Community of Antioch, identified as a portion of Metro PID #16300025500 and is a portion of the The Metropolitan Nashville and Davidson County property recorded as Instrument Number 201201180004995 (R.O.D.C.D, PIO Lot 5, Section 5, Hickory Hollow Mall recorded in Plat Book 5210, Page 087 (R.O.D.C.D, and is more particularly described as follows:

Beginning at a 1/2" Rebar (0) with T&A Cap in the southwest right-of-way of Mount View Road, this being the northwest corner of the property described herein and the northeast corner of Global Mall Partnership (201210300099637), reference a 1/2" Rebar (0) with T&A Cap, the NW parent tract of Metropolitan Nashville and Davidson County, at N 64°08'34" W a distance of 90.71'; thence leaving Global Mall Partnership and with the aforementioned right-of-way the following courses and distances: S 31°08'01" E a distance of 33.92' to a 1/2" Rebar (0) with no cap; on a curve to the left having an arc length of 249.07' and a radius of 675.70' (chord bearing of S 41°41'37" E, chord length of 247.66') to a 1/2" Rebar (0) with no cap; S 52° 15'26" E a distance of 64.14' to a 1/2" Rebar (N) with T&A Cap; S 56°30'12" E a distance of 11.61' to a 1/2" Rebar (0) with no cap, this being the northeast corner of the property described herein and the northwest corner of other lands of Global Mall Partnership (201210300099637); thence leaving the southwest right-of-way of Mount View Road and with other lands of Global Mall Partnership the following courses and distances: S 56°44'13" W a distance of 150.93' to a 1/2" Rebar (0) with no cap; on a curve turning to the left having an arc length of 177.12' and a radius of 2000.00' (chord bearing of N 37°30'59" W, chord length of 177.07') to a 1/2" Rebar (0) with no cap; S 56°44'13" W a distance of 389.73' to a 1/2" Rebar (0) with no cap, this being the southeast corner of the property described herein; N 74°37'47" W a distance of 36.31' to a 1/2" Rebar (N) with Sexton Cap, this being the southwest corner of the property described herein; thence leaving other lands of Global Mall Partnership and severing the lands of The Metropolitan Nashville and Davidson County for three calls: N 15°28'11" E a distance of 205.94' to a 1/2" Rebar (N) with Sexton Cap; on a curve to the right having an arc length of 207.79' and a radius of 288.00' (chord bearing of N 35°51'24" E, chord length of 203.31') to a 1/2" Rebar (N) with Sexton Cap; N 56°34'48" E a distance of 105.29' to a 1/2" Rebar (N) with Sexton Cap in the south line of Global Mall Partnership; thence with Global Mall Partnership for two calls: S 43°15'47" E a distance of 61.03' to a 1/2" Rebar (0) with no cap; N 58°51'59" E a distance of 56.68' to the Point Of Beginning containing 114185.13 square feet or 2.62 acres, more or less, according to a survey performed by Thornton and Associates, Inc., 1205 S. Graycroft Avenue, Madison, Tennessee 37115 on 11 May 2013 and revised on 11 February 2014. Being a portion of the same property conveyed to The Metropolitan Government of Nashville and Davidson County by special warranty deed from Hickory Hollow/SB, LLC, a Tennessee

limited liability company, recorded January 18, 2012 as Instrument No.20120118-0004995 in the Register's Office for Davidson County, Tennessee

EXHIBIT B
State Property

163-00-0-222.00 – owned by the State of Tennessee

○ All that tract or parcel of land lying and being in the 5th Civil District, Nashville, Davidson County, Tennessee, and being more particularly described as follows: BEGINNING at a point on the northerly line of the right-of-way of Cane Ridge Road (as dedicated for relocation) a distance of 575.66 feet as measured northwesterly and westerly along the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) and the northwesterly line of the right-of-way of Bell Road if said lines of said rights-of-way were extend to form an angle instead of a curve; running thence north 60 40' east a distance of 35.36 feet to a point; running thence north 1540' east a distance of 95.96 feet to a point; running thence north 29 20' west a distance 35.36 feet to a point; running thence north 14 38' east a distance of 663.15 feet to a point; running thence south 75 22' east a distance of 104 feet to a point; running thence north 14 38' east distance of 48 feet to a point; running thence south 75 22' east a distance of 48 feet to a point; running thence south 14 38' west a distance of 97.2 feet to a point; running thence south 75 22' east a distance of 50 feet to a point; running thence south 30 22' east a distance of 60 feet to a point; running thence south 75 22' east a distance of 40 feet to a point; running thence south 14 38' West a distance of 265 feet to a point; running thence south 75 22' east a distance of 30 feet to a point; running thence south 14 38' west a distance of 319.57 feet to a point; running thence westerly and northwesterly along a curve to the right having a radius of 600 feet and a central ange of 07 14' 12" a distance of 75.78 feet to a point; running thence north 74 20' west a distance of 259.59 feet to a point; running thence south 60 40' west a distance of 35.36 feet to a point, running thence south 13 40' west a distance of 90.77 feet to a point; running thence south 29 40' east a distance of 35.36 feet to a point on the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation); running thence north 76 40'25" west along the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) a distance of 120.11 feet to the Point of Beginning; being shown as the Allied Site, containing 9.14 acres, more or less, on the plat of survey to which reference is made for all purposes, entitled "Survey of the Entire Premises" prepared by Barge, Waggoner, Sumner & Cannon, dated November 9, 1976. Being the same property conveyed to Hickory Hollow Hill, Inc. a Georgia corporation, as to an undivided fifty percent (50%) interest, and Intereal Company, a Tennessee corporation, as to an undivided fifty percent (50%0) interest by deed from Cousins Properties of Tennessee, Inc., a Georgia corporation of record in book 4920, page 916, and Quitclaim Deed in Book 4920, page 933, said Register's Office.

○ Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being a portion of Lot No. 4 as shown on the Plan of Hickory Hollow Mall, Section One as of record in Book 5050, Page 25, R.O.D.C., and being more particularly described as follows: BEGINNING at a point in the westerly margin of Bell Road, said point being northwesterly 546.31 feet from the northerly margin of Hickory Hollow Parkway; THENCE, with the southerly line of said Lot 4 the following calls: N 28 34' 33" W, 108.55 feet to a point; S 64 20' 50" W, 54.92 feet to a point; with a curve to the right 356.06 feet to the true point of beginning of the herein described parcel, said curve having a central angle of 34 04' 58", a radius of 600.00 feet, a tangent of ____ feet, and a chord of S 81 20' 52" W, 350.86 feet; THENCE, with the common line between Lot 4 and Lot 2 of said Plan, N 14 38' 00" E, 319.47 feet to a point; THENCE, N 75 22' W, 30.00 feet to a point; THENCE, N 14 38' E, 163.54 feet to a point; THENCE, severing Lot 4, S 75 22' 00" E, 135.24 feet to a point in the westerly line of Lot 3 of said plan; THENCE, with said westerly line and severing Lot No. 4, S 14 38' W, 461.75 feet to a point in the southerly line of No. 4; THENCE, with said southerly line and a curve to the right 107.51 feet to the point of beginning, said curve having a central angel of 10 16' 00", a radius of 600.00 feet, a tangent of 53.90 feet, and a chord of W 86 47' 05" W, 107.37 feet; Containing 54, 793 square feet or 1.26 acres, more or less.

○ Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being a portion of Lot No. 2 as shown on the Plan of Hickory Hollow Mall, Section One, as of record in Book 5050, Page 25, R.O.D.C. and being more particularly described as follows: BEGINNING at the point of intersection of the westerly margin of Bell Road and the northerly margin of Hickory Hollow Parkway; THENCE, with said northerly margin the following calls: N 40 23' 25" W, 48.19 feet to a point; with a curve to the left 407.36 feet to a point, said curve having a central angle of 27 27' 31", a radius of 850.00 feet and a tangent of 207.67 feet and a chord of N 34 07' 20", 403.47 feet; N 76 40' 25" W, 120.11 feet to a point; THENCE, leaving said margin with the westerly line of said Lot No. 2 the following calls: N 60 40' 00" E, 35.36 feet to a point; N 15 40' 00" E, 95.69 feet to a point; N 29 19' 18" W, 35.36 feet to a point; with a curve to the right in a westerly direction 124.96 feet to a point, said curve having a central angle of 06 30' 31", a radius of 1,100 feet, a tangent of 62.55 feet, and a chord of N 71 04' 45" W, 124.89 feet; THENCE, with the common line between Lot 2 and Lot 4, N 14 38' 00" E, 527.25 feet to a point, said point being the trust point of beginning of the herein described parcel; THENCE, continuing with said common line the following calls: N 14 38' 00" E, 136.00 feet to a point S 75 22' 00" E, 104.00 feet to a point; N 14 38' 00" E, 48.00 feet to a point; S 75 22' 00" E, 314.00 feet to a point; S 14 38' 00" W, 97.20 feet to a point; S 75 22' 00" E, 50.00 feet to a point; S 30 22' 00" E, 60.00 feet to a point; S 65 22' 00" E, 40.00 feet to a point; S 14 38' 00" W 101.46 feet to a point; THENCE, with a severance line through Lot No. 2 the following calls: N 75 22' 00" W, 398.46 feet to a point; N 14 38' 00" E, 57.09 feet to a point; N 75 22' 00" W, 151.96 feet to the point of beginning. Containing 103,566 square feet or 2.38 acres, more or less.

EXHIBIT C
CV Hickory Hollow Property

BEING LOT NO. 1 ON THE PLAT OF HICKORY HOLLOW MALL- SECTION ONE, OF RECORD IN BOOK 5050, PAGE 25, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION

BEING THE SAME PROPERTY CONVEYED TO SEARS, ROEBUCK AND CO. BY WARRANTY DEED OF RECORD IN BOOK 5098, PAGE 2, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

EXHIBIT D
Metro Property

163-00-0-422.00 – owned by Metropolitan Government of Nashville and Davidson County

○ Being a parcel of land in Nashville, First Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located on the southerly side of Mt. View Road (a 60-foot wide right-of-way), west of Bell Road, being Lot No. 1 as shown on the plan of Section Five, Hickory Hollow Mall as of record in Book 5210, Page 87, R.O.D.C., being property conveyed to J.C. Penney Properties, Inc., by deed of record in Book 5741, Page 784, R.O.D.C., and being more particularly described as follows: BEGINNING at an iron pin in the southerly right-of-way line of Mt. View Road (a 60-foot wide right-of-way), said iron pin being westerly 1,266.36 feet from the westerly right-of-way line of Bell Road (a 150-foot right-of-way); THENCE, leaving said right-of-way line with the northerly line of Lot No. 1, as shown on the plan of Resubdivision of Lots 1, 3, and Parcel 352, Section One, Hickory Hollow Mall as of record in Book 7900, Page 280, R.O.D.C. as conveyed to Hickory Hollow Mall Limited Partnership by deed of record in Book 11005, Page 379, R.O.D.C., the following calls: S 56 degrees 00' 00" W, 150.93 feet to a point; With a curve to the left 177.12 feet to a point, said curve having a central angle of 05 degrees 04' 27", a radius of 2,000 feet, a tangent of 88.62 feet, and a chord of N 38 degrees 15' 10" W, 177.06 feet; S 56 degrees 00' 00" W, 389.73 feet to a point; N 75 degrees 22' 00" W, 595.82 feet to a point in the easterly line of Lot No. 1, as shown on the plan of Section One, Hickory Hollow Mall as of record in Book 5050, Page 25, R.O.D.C., as conveyed to Sears, Roebuck and Company by deed of record in Book S098, Page 2, R.O.D.C.; THENCE, with said line N 14 degrees 38' 00" E, 51.82 feet to a point; THENCE, with the northerly line of said Lot 1, N 75 degrees 22' 00" W, 95.12 feet to a point THENCE leaving said line with the easterly line of a remaining portion of Lot 4, as shown on the said plan of Section One, Hickory Hollow Mall, as conveyed to Hickory Hollow Mall Limited Partnership, N 14 degrees 38' 00" E, 597.24 feet to a point in the southerly right-of-way line of Mt View Road; THENCE, with said right-of-way line S 75 degrees 03' 39" E, 50.00 feet to a point; THENCE, leaving said line with the westerly line of another remaining portion of Lot No. 4, as conveyed to Hickory Hollow Mall Limited Partnership, S 14 degrees 38' 00" W, 17.23 feet to a point; THENCE, with the southerly line of said portion of Lot No. 4 the following calls: S 75 degrees 44' 00" E, 294.73 feet to a point; With a curve to the right 369.97 feet to a point, said curve having a central angle of 31 degrees 44' 00", a radius of 668.00 feet, a tangent of 189.86 feet and a chord of S 59 degrees 52' 00" E, 365.26 feet; S 44 degrees 00' 00" E, 176.78 feet to a point; THENCE, with the easterly line of said portion of Lot No. 4, N 58 degrees 07' 46" E, 56.68 feet to a point in the southerly right-of-way line of Mt View Road; THENCE, with said right-of-way line the following calls: S 31 degrees 52' 14" E, 33.92 feet to a point, With a curve to the left 249.07 feet to a point, said curve having a central angle of 21 degrees 07' 12", a radius of 675.70 feet to a point, a tangent of 125.96 feet and a chord of S 42 degrees 25' 50" E, 247.66 feet; S 52 degrees 59' 39" E, 64.14 feet to a point, S 57 degrees 14' 25" E, 11.61 feet to an iron pin being the point of beginning. Containing 536,060 square feet or 12.31 acres, more or less. BEING the same property conveyed to Hickory Hollow/SB, LLC, a Tennessee limited liability company by Special Warranty Deed from J.C. Penney Properties, Inc., a Delaware corporation, dated May 17, 2006 and recorded May 17, 2006 as Instrument No. 20060523.0060456, Register's Office for Davidson County, Tennessee.

Being a certain tract or parcel of land lying and being in the 32nd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, in the Community of Antioch, identified as a portion of The Metro PID #16300025700 and is a portion of the Global Mall Partnership property recorded as Instrument Number 201210300099637 (R.O.D.C.T), PIO Lot 4, Section 1, Hickory Hollow Mall recorded in Plat Book 5050, Page 025 (R.O.D.C.T), and is more particularly described as follows: Beginning at a ½" Rebar (0) with T&A Cap in the south right-of-way of Mount View Road, this being the northwest corner of the property described herein and the northeast corner of the remaining lands of Global Mall Partnership, reference a Concrete Monument (0), the NW parent tract corner of Global Mall Partnership, at N

76°32'15" W a distance of 330.74'; thence leaving the remaining lands of Global Mall Partnership and with the aforementioned right-of-way S 74°17'05" E a distance of 249.53' to a ½" Rebar (O) with T&A Cap, this being the northeast comer of the property described herein and the northwest comer of Metropolitan Nashville and Davidson County property (201201180004995); thence leaving the south right-of-way of Mount View Road and with the west property line of Metropolitan Nashville and Davidson County S 15°22'13" W a distance of 501.02' to a ½" Rebar (N) with Sexton Cap, this being the southeast comer of the property described herein; thence leaving The Metropolitan Nashville and Davidson County property and severing the lands of Global Mall Partnership the following courses and distances: N 77° 13'46" W a distance of 183.39' to a ½" Rebar (N) with Sexton Cap; this being the southwest comer of the property described herein; N 11 °07' 15" E a distance of 223.39' to a ½" Rebar (N) with Sexton Cap; N 29°23'57" W a distance of 168.38' to a ½" Rebar (N) w/ Sexton Cap; N 63°53'17" E a distance of 89.93' to a ½" Rebar (N) w/ Sexton Cap; N 40°42'24" E a distance of 120.22' to the Point Of Beginning containing 114173.64 square feet or 2.62 acres, more or less, according to a survey performed by Thornton and Associates, Inc., 1205 S. Graycroft Avenue, Madison, Tennessee 37115 on 11 May 2013 and revised on 11 February 2014. Being a portion of the same property conveyed to Global Mall Partnership, a Tennessee general partnership, by Special Warranty Deed from Hickory Hollow Mall Limited Partnership, a Delaware limited partnership, recorded on the 30th day of October, 2012 in Instrument No. 20121030-0099637, in the Register's Office for Davidson County, Tennessee

EXHIBIT A
CVLHF Property

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall, of record in Plat Book 7900, Page 280, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to CV LHF, LLC, a Tennessee limited liability company, by the Special Warranty Deed of record in Instrument No. 20160726-0076812, in the Register's Office for Davidson County, Tennessee.

SCHEDULE 1
Predecessor Agreements

1. Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, Sears Roebuck and Co., Alstores Realty Corporation, The Cain-Sloan CV, Mercantile Properties, Inc., and The Castner-Knott Dry Goods Co. recorded in Book 5098, Page 17, as amended by First Amendment to Operating Agreement in Book 5318, Page 780, as amended by Second Amendment to Operating Agreement in Book 8416, Page 738, as further amended by Third Amendment to Operating Agreement in Instrument No. 20120118-0005031, and as assigned by the Assignment of Documents and Assumption Agreement of record in Instrument No. 20010319-0026233 and the Assignment and Assumption of Operating Agreements of record in Instrument No. 20010319-0026235, all in the Register's Office for Davidson County, Tennessee.
2. Supplemental Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, Intereal Company and Sears, Roebuck and Co. recorded in Book 5098, Page 101, Register's Office for Davidson County, Tennessee.
3. Supplemental Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, Intereal Company, Alstores Realty Corporation and The Cain-Sloan Company recorded in Book 5098, Page 111, Register's Office for Davidson County, Tennessee.
4. Supplemental Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, Intereal Company, Mercantile Properties, Inc., and The Castner-Knott Dry Goods Co. recorded in Book 5098, Page 143, as amended by First Amendment to Supplemental Operating Agreement of record in Book 5318, page 907, Register's Office for Davidson County, Tennessee.
5. Deed of Declaration of record in Book 5091, page 533, as amended by the First Amendment to Deed of Declaration of record in Book 5249, Page 450, the Second Amendment to Deed of Declaration of record in Book 5318, Page 762, and the Third Amendment to Deed of Declaration of record in Book 8416, Page 704, in the Register's Office for Davidson County, Tennessee.
6. Declaration of Protective Covenants for Hickory Hollow of record in Book 5125, Page 769, as amended by the Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5189, Page 947, the Second Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, Page 933, the Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5441, Page 968, the Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5792, Page 491, the Second Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5951, Page 26, the Third Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 6011, Page 163, and the Fourth Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 6095, Page 948, in the Register's Office for Davidson County, Tennessee.

SCHEDULE 2
Use Restrictions

1. Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building and has material adverse effect on another Parcel; provided, however, this provision shall not prohibit (i) normal cooking odors which are associated with restaurant operations or (ii) any odors or operations normally associated with the operation of a convenience store, the sale of gasoline or other motor vehicle sales, vehicle charging stations, or a motor vehicle repair or service station;
2. Any manufacturing, distilling, refining, smelting, agricultural, or industrial use, mining operation, storage unit rental, warehouse facility, or business primarily engaged in product assembly;
3. Any mobile home park, trailer court, labor camp, junkyard, or stockyard;
4. Any dumping, disposing, incineration, or reduction of garbage, other than the incidental use of garbage compactors located near the rear of any building or otherwise within screened-in areas;
5. Any animal raising facility (except that this prohibition shall not prohibit pet shops or pet supply stores, and veterinary services which are incidental thereto) so long as all of its animals are kept indoors;
6. Any pawnshop or flea market;
7. Any mortuary, funeral home, or crematory;
8. Any adult book store, adult video store, adult movie theater or other business or establishment selling, renting, or exhibiting pornographic or X-rated materials or illegal drug related paraphernalia; provided, however, the foregoing restriction shall not prohibit the incidental sale of pornographic or X-rated materials by a bookstore, video store, convenience store or drug store on any Parcel so long as the sale of such items generate five percent (5%) or less, in the aggregate, of the gross revenue of such book store, video store, convenience store or drug store;
9. Any massage parlor; provided the foregoing provision shall not prohibit therapeutic massages by (i) a medical clinic, beauty salon, health club, athletic training facility or physical therapy or injury rehabilitation clinic, or (ii) a Massage Envy, Massage Deluxe or similar store; and
10. Any casino or other gambling facility or operation, including but not limited to, off-track or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls; provided, the foregoing provision shall not prohibit (i) occasional charitable gambling activities offered by any business or establishment whose normal operations are permitted under the other provisions of this Agreement, (ii) the lawful sale of lottery ticket sales, or (iii) the incidental operation of slot machines, video gambling machines and other similar devices permitted under Applicable Lawss by any business or establishment so long as the sale of such items generate five percent (5%) or less, in the aggregate, of the gross revenue of such business or establishment

Schedule 1(c)

Tangible Personal Property

(see attached)

32250145.5

Qty	Manufacturer	Part Number	Part Description
Note: Listing below is full order summary for Bridgestone Operations Center. Product may have been relocated outside of this facility or added, which is not reflected below.			
558	Knoll	111HP2SXHC	Generation by Knoll task chair, high performance arms, plastic base, standard cylinder, no lumbar, hard casters
1	Knoll	111HP2SXSC	Generation by Knoll task chair, high performance arms, plastic base, standard cylinder, no lumbar, soft casters
1	Global	1236P2FFWS	18"d x 36"w x 27.75"h, 2 Fixed Front Drawers, Lateral File, 1200P SERIES, UNIVERSAL FILING
15	Global	1236P3FFF	18"d x 36"w x 40.5"h, 3 Fixed Front Drawers, Lateral File, 1200P SERIES, UNIVERSAL FILING
12	Global	1236PSRFFFF	18"d x 36"w x 65.88"h, 1 Rec dr w/ Rollout Shelf, 4 Fixed Front Drawers, 1200P SERIES, UNIVERSAL FILING
14	Global	1942P-5F12	19.25"d x 42"w x 66.39"h, 4 Fixed Drawers, 1 Rec dr/rlout, CW Std, 1900P SERIES, UNIVERSAL FILING
16	Knoll	28CNX	MultiGeneration by Knoll bar-height stool, non-upholstered seat, armless, glides
93	Knoll	2SASXHC	MultiGeneration by Knoll stacking chair, fixed arms, hard casters
104	Knoll	441HA2SXHC	ReGeneration by Knoll flex back net task chair, height adjustable arms, plastic base, standard cylinder, no lumbar, hard casters
3	Knoll	441HA2SXSC	ReGeneration by Knoll flex back net task chair, height adjustable arms, plastic base, standard cylinder, no lumbar, soft casters
5	Knoll	441HA2TXHC	ReGeneration by Knoll flex back net high task chair, height adjustable arms, plastic base, no lumbar, hard casters
9	Knoll	441HA2TXSC	ReGeneration by Knoll flex back net high task chair, height adjustable arms, plastic base, no lumbar, soft casters
2		487188	SOHO MIRROR BY THE INCH, 56H X 22W, WALL MOUNTING
88	Global	6711	POPCORN, Wall Saver, Polypropylene Back & Seat, Armless, Std Sled Chrome Frame, Std Without Glides
80	Global	6713	POPCORN, Wall Saver, Polypropylene Back, Upholstered Seat, Armless, Std Sled Chrome Frame, Std Without Glides
52	Global	6751	BAKHITA, Molded Plastic Seat, Back & Frame, Armless, Std 4 Legged Base
4	Knoll	ACTCBMLW3654S	Scribe Mobile Markerboard, 36" x 54" board, 72H, Single Tray, no Cups
10	Knoll	ACTTB2GL	Toboggan Pull Up Table
12	Versteel	ADU-SL	Ashley Duo Under, Soft-wired, Linking (includes jumper)
35	Knoll	AHHSM60	Modesty, half height suspended, 57-1/2Wx13H, for 60W worksurface
994	Knoll	BB2FBK4218P	Full Height Back Kit, 42" high x 18" wide, painted steel
497	Knoll	BB2FBK4230P	Full Height Back Kit, 42" high x 30" wide, painted steel
52	Knoll	BC1CH10	Coat Hook (package of 10)
994	Knoll	BC1EP42NNL	End Panel, 42" high, no knockouts, for use with laminate top
251	Knoll	BC1EPDPBL	Bracket Kit, left hand, connects Template end panel to Dividends Horizon panel
251	Knoll	BC1EPDPBR	Bracket Kit, right hand, connects Template end panel to Dividends Horizon panel
994	Knoll	BC1MP42NL	Mid Panel, 42" high, no knockout, for use with laminate top
546	Knoll	BC1PT1N	Pencil Tray, black
497	Knoll	BC1SH18	Single Shelf Kit, 18" wide
497	Knoll	BC1SH30	Single Shelf Kit, 30" wide
497	Knoll	BC1WSHK118	Worksurface Shelf Kit, 18" wide x 14" deep, flush with front edge
497	Knoll	BC1WSHK130	Worksurface Shelf Kit, 30" wide x 14" deep, flush with front edge
497	Knoll	BC2BASE18E	Base, 18" wide, with cover
497	Knoll	BC2BASE18N	Base, 18" wide, no cover
497	Knoll	BC2BASE30E	Base, 30" wide, with cover
8	Knoll	BD1CBK18	Counterbalance Kit for 18" wide
248	Knoll	BD1FHDK4218LL	Hinge Door Kit, left hand, with lock, 42" high x 18" wide
252	Knoll	BD1FHDK4218RL	Hinge Door Kit, right hand, with lock, 42" high x 18" wide
497	Knoll	BD2BFDK18L	Box/Box/File Drawer Kit, with lock, 18" wide, steel or veneer front
30	Allermuir	BQ-1316	Flex 52 barstool with TP seat and back and 4 leg steel swivel base
8	Great Openings	CG-V8F3	36"Wx23 1/2"Dx77 3/8"H Double Door Storage Cabinet 6 High, with 5 Adjustable Shelves
527	Knoll	D1R5430N	Worksurface, Rectangular, 54Wx30D, no grommet
6	Knoll	D1R7230G	Worksurface, Rectangular, 72Wx30D, with grommet
37	Knoll	D1R7824N	Worksurface, Rectangular, 78Wx24D, no grommet
17	Knoll	DB1C1BL	Cantilever Bracket, Left, 18"D, Single Pack
19	Knoll	DB1C18R	Cantilever Bracket, Right, 18"D, Single Pack
36	Knoll	DB1PSP24	Worksurface End Panel, 24D, Panel Attachment

3	Knoll	DB1PWSL	Panel-to-Worksurface Bracket, Left
6	Knoll	DB1PWSP	Panel-to-Worksurface Bracket, Pair
3	Knoll	DB1PWSR	Panel-to-Worksurface Bracket, Right
37	Knoll	DB1WR54	Stiffening Strap, 54W
1	Knoll	DD1EU18	End Unit Support, 14-7/8Wx18D
1	Knoll	DD1EU24	End Unit Support, 14-7/8Wx24D
25	Knoll	DE1DR15P	Duplex Circuit 1 - Single Pack
19	Knoll	DE1DR1TP	Duplex Circuit 1 - 10 Pack
37	Knoll	DE1DR25P	Duplex Circuit 2 - Single Pack
17	Knoll	DE1DR2TP	Duplex Circuit 2 - 10 Pack
32	Knoll	DE1DR35P	Duplex Circuit 3 - Single Pack
12	Knoll	DE1DR3TP	Duplex Circuit 3 - 10 Pack
61	Knoll	DE1DR45P	Duplex Circuit 4 - Single Pack
51	Knoll	DE1DR4TP	Duplex Circuit 4 - 10 Pack
100	Knoll	DE1EPCNP	Panel Power Connector, 3+1, 12" no post
8	Knoll	DE1EPCWP	Panel Power Connector, 3+1, 15" w/post
12	Knoll	DE1EPJ30WP	Panel Power Jumper, 3+1, 30" Panel, (with post)
172	Knoll	DE1EPJ36NP	Panel Power Jumper, 3+1, 36" Panel
4	Knoll	DE1EPJ36WP	Panel Power Jumper, 3+1, 36" Panel, (with post)
16	Knoll	DE1EPJ60WP	Multiple Panel Power Jumper, 3+1, 60" panel run
16	Knoll	DE1EPM24	Panel Power Module, 3+1, 24" Panel
48	Knoll	DE1EPM30	Panel Power Module, 3+1, 30" Panel
340	Knoll	DE1EPM36	Panel Power Module, 3+1, 36" Panel
1	Knoll	DE1EPM48	Panel Power Module, 3+1, 48" Panel
99	Knoll	DE1ERBI56	Base Power Infeed, 3+1, (reversible)
4	Knoll	DP1AU1460VG	Frameless Add Up, Glass, 14Hx60W, Full View
12	Knoll	DP1AU1463VG	Concealed Post Frameless Add Up, Glass, 14Hx63W, Full View, 60" of Panels + Post
248	Knoll	DP1AU1472VG	Frameless Add Up, Glass, 14Hx72W, Full View
3	Knoll	DP1AU1475VG	Concealed Post Frameless Add Up, Glass, 14Hx75W, Full View, 72" of Panels + Post
18	Knoll	DP1AU1490VG	Frameless Add Up, Glass, 14Hx90W, Full View
5	Knoll	DP1AU1496VG	Frameless Add Up, Glass, 14Hx96W, Full View
26	Knoll	DP1AUECTP	End Cap for Frameless Add Up (package of 10)
7	Knoll	DP1CG	Carpet Grippers (10)
143	Knoll	DP2SOS30	D2 Tile Supports for 30W Panel
12	Knoll	DP2SOS42	D2 Tile Supports for 42W Panel
141	Knoll	DP2SOSC	D2 Tile, Support Mounting Brackets
3	Knoll	DP3PWS42	Panel/Screen Wall Starter, 42H
48	Knoll	DP3SS12830	Painted Steel Tile, 30Wx28H, (1 tile)
12	Knoll	DP3SS12842	Painted Steel Tile, 42Wx28H, (1 tile)
55	Knoll	DP3SS1730	Painted Steel Tile, 30Wx7H, (1 tile)
12	Knoll	DP3SS1742	Painted Steel Tile, 42Wx7H, (1 tile)
48	Knoll	DP3SS22830	Painted Steel Tile, 30Wx28H, (2 tiles)
15	Knoll	DP3SS6730	Painted Steel Tile, 30Wx7H, (6 tiles)
231	Knoll	DP5PE42	Panel End Assembly, 42H, metal flat
33	Knoll	DP5PT24	Panel Top Cap, 24W, metal flat
18	Knoll	DP5PT30	Panel Top Cap, 30W, metal flat
13	Knoll	DP5PT72	Panel Top Cap, 72W, metal flat
1	Knoll	DP5PT84	Panel Top Cap, 84W, metal flat
2	Knoll	DP5PT90	Panel Top Cap, 90W, metal flat

6	Knoll	DP5TCTSP	Panel-to-Panel Top Cap Transition, used with metal flat - Single Pack
2	Knoll	DP8HLC	Utility Connector - 10 Pack
1	Knoll	DP8PC50	Post Cover, Straight, 50H, Horizon
60	Knoll	DP8PPC	Panel to Panel Connector - 10 Pack
34	Knoll	DP8VMMRR4224	Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx24W
110	Knoll	DP8VMMRR4230	Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx30W
517	Knoll	DP8VMMRR4236	Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx36W
1	Knoll	DP8VMMRR4248	Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx48W
12	Knoll	DP8VPA4225	Two Way Post Assembly "L", 42H, Horizon, metal flat, Full View
73	Knoll	DP8VPA4235	Three Way Post Assembly "T", 42H, Horizon, metal flat, Full View
15	Knoll	DP8VPA4245	Four Way Post Assembly "X", 42H, Horizon, metal flat, Full View
1	Knoll	DP8VPT25	Post Top Cap Assembly Two Way, Horizon, metal flat, Full View
1	Knoll	DP8VPT35	Post Top Cap Assembly Three Way, Horizon, metal flat, Full View
1	Knoll	DP8VPT45	Post Top Cap Assembly Four Way, Horizon, metal flat, Full View
8	Knoll	DP8VRR4230	Build-to-Spec Panel Frame, Full View, Fabric to Raceway Side 1 & 2, 42Hx30W
6	Knoll	DP8VRR4242	Build-to-Spec Panel Frame, Full View, Fabric to Raceway Side 1 & 2, 42Hx42W
128	Knoll	DP8VXRR4230	Open Position Panel, Full View, Fabric to Raceway Side 1 & 2, 42Hx30W
3	Knoll	DT1ACX30	Round Table with X Base, Standard Desk Height, 30" Wide
6	Knoll	DT1ACX42	Round Table with X Base, Standard Desk Height, 42" Wide
1	Knoll	DT1ACX4217	Round Table with X Base, 17H, 42" Wide
3	Knoll	DT1ACX4221	Round Table with X Base, 21H, 42" Wide
4	Knoll	DT1ACX4242	Round Table with X Base, 42H, 42" Wide
2	Knoll	DT1ARY7230	Rectangular Table with (2) Y-Legs, 72Wx30D
15	Knoll	DT1ASX3030	Square Table with X Base, Standard Desk Height, 30Wx30D
15	Knoll	DT1ASX3636	Square Table with X Base, Standard Desk Height, 36Wx36D
2	Allseating	FS114-CA	Foster, Recliner, Highback, 3 Position, Closed Arm
40	Uline	H-2189	Uline 36" wide additional shelf
20	Uline	H-2189-ADD	Uline 36x24x60 storage rack
13		HA45TA	Hampton 45x40 Dining table 29" high
24	Knoll	KE4202L60	Power Module 2 power outlets/2 USB outlets, 60" interlink IQ
6	Knoll	KLSC120	Power Link Starter Cord, 120"
64	Knoll	KTPW6030C	Pixel Rectangular T-Leg Table, 60Wx30Dx28.75H, Work Height, Flip Top, with Casters
515	Humanscale	MF2	MFlex for M2 Arms
30	Humanscale	MF21W2C12-P	MFflex for Single Monitor Arms
80	Knoll	MK01AU	Marc Krusin Side Chair with Arms and Upholstered Inset Back
30	Humanscale	NL17LB	NeatLinks, Large 17", black
33	Humanscale	NL17LG	NeatLinks, Large 17", gray
3	Versteel	PA34896REFX	Paces 48x96 laminate table at 42H, rectangle fixed
1	Symmetry	POW-CURRENT-10	Current Series, 3 Power, 2 USB
497	Knoll	QG01832MBC1	Full Width Top, 64" wide x 15" deep, for 42" to 78" h units, laminate
1	Knoll	QG14953MDT1	Rectangular Table with X Base, Standard Desk Height, 24" x 30"
39	Knoll	QG23874KA	Gallery Screen, 42Hx131Wx1D, screen at center of end of spine, no attachment other end
1	Knoll	QG23876CA	Gallery Screen, 42Hx67Wx1D, screen at end of spine, no attachment other end, Non Handed
3	Knoll	QG25930KR	Special Worksurface, Rectangular, 62Wx20Dx1-1/2H
2	Knoll	QG27112KR	Special Tackboard, Wall Hung, 60W x 26H, Railroaded fabric
2	Knoll	QG27118KR	Special Tackboard, Wall Hung, 90W x 26H, Railroaded fabric
15	Knoll	R2P241LR	Pedestal with Hinged Door, Right, 24Wx19Dx28-3/8H
15	Knoll	R2P241W	Pedestal with Waste Recycle Interior, Stepped Base, 24Wx19Dx28-3/8H
3	Knoll	RBF	Top to Top Bracket (2)

1	Knoll	RC7212DHDHL	Cabinet with Left Hinged Door and Coat Rod, 72-1/2Hx16Wx20D, Flush Base, for 28-3/8" planning
2	Knoll	RC7212DHDHR	Cabinet with Right Hinged Door and Coat Rod, 72-1/2Hx16Wx20D, Flush Base, for 28-3/8" planning
3	Knoll	RCAS1620	Cabinet Shelf, 16Wx20D
3	Knoll	RHPLL	30"Deep Height Adjustable Leg Set
6	Knoll	RHP530	Leg Surround, for Height Adjustable Leg Set, 30"D
3	Knoll	RHPTD7830	Worksurface, Rectangular, 78Wx30Dx1-1/2H, height adjustable peninsula top
3	Knoll	RL4L58	LED Task Light, 58Wx2D, for use with 66" and wider overheads (96 LED's)
3	Knoll	RP301J	Pedestal, Box/Box/File, 30Wx19Dx28-3/8H, Flush Base, for 28-3/8" planning
4	Knoll	RP301K	Pedestal, File/File, 30Wx19Dx28-3/8H, Flush Base, for 28-3/8" planning
3	Knoll	RPETRAY3N	Pencil Tray, black, Plastic, for use with metal drawer interiors
2	Knoll	RRMWSO90GB	Wall Hung Shelf, Wood/Laminate Sliding Door, 90Wx15Dx14-7/8H, Gable Both Ends
1	Knoll	RRMWSDL60GB	Wall Hung Shelf, Wood/Laminate Sliding Door Left Hand, 60Wx15Dx14-7/8H, Gable Both Ends
1	Knoll	RRMWSDR60GB	Wall Hung Shelf, Wood/Laminate Sliding Door Right Hand, 60Wx15Dx14-7/8H, Gable Both Ends
15	Knoll	RSA481	Worksurface, Rectangular, 48Wx20Dx1-1/4H
3	Knoll	RSBWH20	Wall Hung Support Bracket, 20D
2	Knoll	RSD301	Worksurface, Rectangular, 30Wx20Dx1-1/2H
1	Knoll	RSD601	Worksurface, Rectangular, 60Wx20Dx1-1/2H
1	Global	S7862F	CITI SQUARE, Fabric, 37"d x 37"w x 30.75"h, Linking Corner Unit, Armless, Std with Square Metal Legs
4	Global	S7875F	CITI SQUARE, Fabric, 31"d x 30"w x 30"h, Lounge Chair, Std 2 Arms, Std with Square Metal Legs
5	Global	S7877F	CITI SQUARE, Fabric, 31"d x 72"w x 30"h, 3 Seat Sofa, Std 2 Arms, Std with Square Metal Legs
1	Global	S7884FNA	CITI SQUARE, Fabric, 31"d x 85.5"w x 30.75"h, 4 Seat Sofa, Armless, Can Gang on Either Side, Std with Square Metal Legs
8	Global	S7893F	CITI SQUARE, Fabric, 21.5"d x 43"w x 17"h, 2 Seat Bench, Std with Square Metal Legs
4	Global	S7894F	CITI SQUARE, Fabric, 21.5"d x 64.5"w x 17"h, 3 Seat Bench, Std with Square Metal Legs
1	Global	S7896F	CITI SQUARE, Fabric, 31"d x 42.5"w x 30.75"h, 2 Seat Sofa, Armless, Can Gang on Either Side, Std with Square Metal Legs
2	Global	S7904F	CITI SQUARE, Fabric, 31"d x 93.5"w x 30" h, 4 Seat Sofa w/ Duo Cushion, Std 2 Arms, Std with Square Metal Legs
592	Symmetry	SECL-USB-	Seclusion Series Power and USB
6	Stylex	SH-7118-L1	Modular Task height, single seat banquette
6	Stylex	SH-7138-L1	Modular Task Height- three seater, banquette
12	Allermuir	SHL02	Shoes Chair
7	Humanscale	SQR7201MF	MFlex for M2 Arms, shipped assembled rather than broken into 2 links. Fully adjustable ball joint
1	Global	T1836	18"d x 36"w x 1.13"h, Laminate Top for Metal Files, UNIVERSAL FILING
1	Global	T1872	18"d x 72"w x 1.13"h, Laminate Top for Metal Files, UNIVERSAL FILING
3	Global	T3672	36"d x 72"w x 1.13"h, Laminate Top for Metal Files, UNIVERSAL FILING
6	Knoll	TBCEF3522G	Tone Electric Height Adjustable C-Leg Table Base, Fixed Width 35W x 22D, with glides (for use with 42W x 24D nominal top)
527	Knoll	TBCEF4728G	Tone Electric Height Adjustable C-Leg Table Base, Fixed Width 47W x 28D, with glides (for use with 54W x 30D nominal top)
2	Knoll	TBCEF6528G	Tone Electric Height Adjustable C-Leg Table Base, Fixed Width 65W x 28D, with glides (for use with 72W x 30D nominal top)
35	Knoll	TBTEF6528G	Tone Electric Height Adjustable T-Leg Table Base, Fixed Width 65W x 28D, with glides (for use with 72W x 30D/36D nominal top)
6	Knoll	TTDR4023N	Tone Dividends Horizon Table Top, Rectangular, 40W x 23D, no grommet
37	Knoll	TTDR7029N	Tone Dividends Horizon Table Top, Rectangular, 70W x 29D, no grommet
26	Magnuson	VA1818L	Valuta Waste and Recycling Unit
2	Neinkamper	VCT3301	Vox round conference table, 48" dia x 30.5 h
3	Neinkamper	VCT33012	Vox boat shaped conference table, 252x60/72x30.5
3	Neinkamper	VCT33016	Vox boat shaped conference table, 144 x 42/54 x 30.5
2	Neinkamper	VCT3303	Vox round conference table, 60" dia x 30.5 h
12	Neinkamper	VCT3304	Vox D End shaped conference table, wall mounted, 66x48x30.5
2	Neinkamper	VCT3306	Vox rectangular shaped conference table, wall mounted, 108x54x30.5
18	Knoll	WL4224FHLHLL	Locker 42H 12W 24D, Full Height Door with Coat Hook, Left Hand, laminate, locking
20	Knoll	WL4224FHRHLL	Locker 42H 12W 24D, Full Height Door with Coat Hook, Right Hand, laminate, locking
37	Knoll	WLLB	Locker L Bracket 15D

37	Knoll	WLT1224L	Locker Top 12W 23-1/2D, laminate
6	Knoll	WP2830FFLL	Doublewide Pedestal 28H 30W, File/File, laminate, locking
20	Knoll	WPC2830OSCBLHLL	Combination Pedestal 28Hx30Wx24D, Open Locker - Box/Box(file front)/File Pedestal, Left Hand, laminate, locking
18	Knoll	WPC2830OSCBRHLL	Combination Pedestal 28Hx30Wx24D, Open Locker - Box/Box(file front)/File Pedestal, Right Hand, laminate, locking
37	Knoll	WPM2412BFLL	Mobile Pedestal 24Hx12Wx20D, Box/File, laminate, locking
6	Knoll	YKTS4830SDHNL	Simple Table Rectangular Top 48Wx30D, Desk Height with Adjustable Glides, high range, no grommet, laminate

CONSENT TO SELLER ENTERING INTO LEASE AGREEMENT

Reference is hereby made to that certain **REAL ESTATE PURCHASE AND SALE AGREEMENT** (the "Agreement") dated as of January 21, 2022, by and between **CV HICKORY HOLLOW, LLC**, a Tennessee limited liability company ("Seller"), and **TRUSTEES OF THE JOE C. DAVIS FOUNDATION, ESTABLISHED UNDER THE JOE C. DAVIS FOUNDATION DECLARATION OF TRUST, DATED DECEMBER 23, 1976** ("Buyer"). Capitalized terms used but not otherwise defined herein have the same meanings as in the Agreement. Pursuant to Section 23 of the Agreement, Buyer hereby consents to Seller entering into that certain Lease Agreement dated on or about March 23, 2022, by and between Seller and KIPP Nashville, Inc., a Tennessee nonprofit corporation, for approximately 77,673 square feet of space in the Improvements.

**TRUSTEES OF THE JOE C. DAVIS
FOUNDATION, ESTABLISHED UNDER THE
JOE C. DAVIS FOUNDATION
DECLARATION OF TRUST, DATED
DECEMBER 23, 1976**

By: WR DeLoache, Jr
Name: WR DeLoache Jr
Title: Trustee