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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. CVLHF proposes to sell for educational and youth development purposes a portion of the CVLHF Property (the "**CV LHF Property**") as shown on **Exhibit E** (the CV LHF Property, together with the GMP Property, the State Property, the CVHH Property and the Metro Property together being 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

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 CV LHF 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. Provided, however, that the City shall have no obligation to accept such proposed dedication.

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 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 3.8 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. Any construction, alteration, or repair undertaken pursuant to this subparagraph must be diligently pursued to completion.

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 and accepted by 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

This Article 7 does not and shall not apply to the Metropolitan Government as an Owner or otherwise.

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. Provided, however, that the immediately preceding sentence shall not apply to the Metropolitan Government as Owner or otherwise.

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. This subparagraph shall not apply to the Metropolitan Government as Owner or otherwise.

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, and (d) whether this Agreement is in full force and effect. 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 bargainor, 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 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.

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 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.

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 bargainer, 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 I, 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, 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 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 angle 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 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 $05^{\circ} 25' 55''$ a radius of 1100.00 feet, a tangent of 52.18 feet and a chord of $N 60^{\circ} 11' 04'' W$ 104.25 feet; thence leaving said line with the easterly line of Lot No. I, 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. $N 14^{\circ} 38' 00'' E$ 506.78 feet to a point; thence continuing with said line $S 75^{\circ} 22' 00'' E$ 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 Inc. by deed of record in Book 8377, Page 434, R.O.D.C. $S 14^{\circ} 38' 00'' W$ 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 $N 64^{\circ} 08' 34'' W$ a distance of 90.71'; thence leaving Global Mall Partnership and with the aforementioned right-of-way the following courses and distances: $S 31^{\circ} 08' 01'' E$ 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 $S 41^{\circ} 41' 37'' E$, chord length of 247.66') to a 1/2" Rebar (0) with no cap; $S 52^{\circ} 15' 26'' E$ a distance of 64.14' to a 1/2" Rebar (N) with T&A Cap; $S 56^{\circ} 30' 12'' E$ 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: $S 56^{\circ} 44' 13'' W$ 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 $N 37^{\circ} 30' 59'' W$, chord length of 177.07') to a 1/2" Rebar (0) with no cap; $S 56^{\circ} 44' 13'' W$ a distance of 389.73' to a 1/2" Rebar (0) with no cap, this being the southeast corner of the property described herein; $N 74^{\circ} 37' 47'' W$ 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: $N 15^{\circ} 28' 11'' E$ 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 $N 35^{\circ} 51' 24'' E$, chord length of 203.31') to a 1/2" Rebar (N) with Sexton Cap; $N 56^{\circ} 34' 48'' E$ 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: $S 43^{\circ} 15' 47'' E$ a distance of 61.03' to a 1/2" Rebar (0) with no cap; $N 58^{\circ} 51' 59'' E$ 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 angle 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%) 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.O.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, 95.12 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 5098, 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, 30.00 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 1/2" 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 (0) 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