

**FIRST AMENDMENT TO AGREEMENT FOR
PURCHASE AND SALE OF REAL PROPERTY**

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**") is made as of _____, 2022 (the "**Effective Date**") by and between **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Buyer**"), and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** ("**Seller**").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Agreement for Purchase and Sale of Real Property dated July 6, 2021 (the "**Agreement**"); and

WHEREAS, the parties desire to amend the Agreement and modify the terms thereunder.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Closing**. The Agreement is hereby amended to delete Section 12 of the Agreement in its entirety and replace it with the following:

"Section 12. Closing.

(a) The closing ("**Closing**") shall consist of the execution and delivery by Seller to Buyer of a Special Warranty Deed, a closing statement, the ordinance authorizing Seller to convey the Property and any other documents customarily executed by a seller in similar transactions or otherwise reasonably requested by Buyer, including without limitation, an owner's affidavit, lien waiver forms, a non-foreign affidavit and company resolutions, an incumbency certificate and such organizational documents as may be reasonably required by the Title Company and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. The Closing shall occur through escrow with the Title Company or such other place as the parties hereto may mutually agree on December 30, 2022 (such date, as it may be extended pursuant to this Agreement, the "**Scheduled Closing Date**"; and the actual date of the Closing, the "**Closing Date**"). Notwithstanding anything contained herein to the contrary, Seller shall have the right, from time to time, to extend the Scheduled Closing Date for one or more periods of one hundred eighty (180) days (each, an "**Extension Period**") by providing Buyer written notice thereof (each, an "**Extension Notice**") no more than ninety (90) days and no less than sixty (60) days prior to the then Scheduled Closing Date; provided, however, the Closing shall occur no later than December 31, 2025, unless otherwise approved by Buyer in writing, in its sole discretion, and subject to the Purchase Price reductions described in Section 12(b). Possession of the Property shall be delivered at Closing. Seller acknowledges that the exercise of one or more Extension Periods by Seller shall not be construed to prohibit or limit Buyer's right to address its post-closing plans for the Property with the Tennessee Department of Environment and Conservation (TDEC) as Buyer may deem necessary or convenient.

(b) In consideration of Buyer's willingness to extend the Closing Date as set forth above, the Purchase Price shall be reduced by Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for each Extension Period exercised by Seller commencing with the second exercised Extension Period and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for each Extension Period exercised by Seller commencing with the fifth exercised Extension Period. In the event Buyer, in its sole discretion, agrees to grant any extensions such that the Scheduled Closing Date shall occur after December 31, 2025, the reduction in Purchase Price associated with any such Extension Period shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00). Seller agrees that it shall not claim, and hereby irrevocably waives any right to claim, in any litigation, arbitration, mediation or other proceeding whatsoever that the Purchase Price reductions are not enforceable in any respect in accordance with its terms.

(c) Seller shall, within sixty (60) days of delivery of each Extension Notice, at Seller's sole cost and expense, cause an air sampling test to be performed at the Property in enclosed structures where Seller's employees or other persons regularly work. The air sampling test shall be conducted by a professionally licensed and certified environmental consultant or contractor (the "**Environmental Consultant**"). Seller shall submit its proposed scope of work for the air sampling test to Buyer at least thirty (30) days prior to the proposed test date and obtain Buyer's prior written consent of the proposed scope of work before completing the tests, such consent not to be unreasonably withheld, conditioned, or delayed. In the event Buyer does not approve of the proposed scope of work, Buyer and Seller shall promptly discuss the scope of work in good faith in order to resolve the issue to Buyer's reasonable satisfaction and allow Seller to complete its testing obligation within the required time period. Seller shall provide Buyer 14 days' notice prior to conducting the air sampling test, and a representative of the Buyer shall have the right, but not the obligation, to be present during the air sampling test. Upon Buyer's written request, Seller shall provide Buyer with copies of the Environmental Consultant's air sampling test report. Seller shall, at Seller's sole cost and expense, take reasonable and appropriate measures to protect human health as recommended in such air sampling test report. Although Seller's breach of the obligation in this Section 12(c) shall constitute a material default under Section 11(b), Seller's right to exercise the extensions permitted by Section 12(a) shall not be waived, forfeited or limited, for so long as the Agreement remains in effect, as a result of its failure to comply with this Section 12(c).

2. Access. Commencing on the Effective Date of this Amendment, Buyer and its agents, employees, consultants, contractors, engineers, lenders, attorneys, accountants, investors and representatives (collectively, "**Buyer's Agents**") shall be entitled to enter upon the Property prior to Closing to take any and all actions it deems necessary or desirable to (i) remediate the contamination of the Property by Hazardous Materials and/or (ii) relocate above-ground and below-ground utilities on the Property (collectively, "**Buyer's Work**"). Buyer assumes all responsibility for the acts of itself or Buyer's Agents in exercising its rights under this Section 2 and agrees to indemnify and hold Seller harmless from any damages resulting therefrom, except to the extent any such loss, claim, action, demand or liability is the direct or indirect result of any negligence, willful misconduct, or act or omission of Seller or Seller's agents, contractors or invitees; and provided, however, that Buyer shall not be liable for any losses or liabilities resulting from Buyer uncovering the existence of any environmental contamination or any other defects which adversely impact the Property, and any disclosure of such matters by Buyer or its consultants

to a governmental agency that may be required by any federal, state or local laws, statutes, regulations, rules, ordinances, orders or injunctions, including those related to zoning, subdivision and construction. The parties agree that Buyer's right pursuant to Section 7 of the Agreement to apply for any Required Approvals necessary for Buyer's intended use, as well as Seller's obligations to cooperate with Buyer's efforts to obtain Required Approvals, shall specifically include all permits and approvals necessary for completion of Buyer's Work.

3. Miscellaneous. All other terms and conditions of the Agreement shall remain the same, and the Agreement, as hereby modified and amended by this Amendment, is hereby ratified and confirmed. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. The terms of this Amendment shall control in the event of a conflict between the Agreement and the Amendment. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment effective as of the day and date first shown above.


SELLER:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE



Director of Public Property Administration

Approved as to availability of funding:



Director of Finance

Approved as to form and legality:



Metropolitan Attorney

BUYER:

PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation

By:  Eric J Rouse
Name: Eric J Rouse
Title: Director, Land Services