

**AGREEMENT OF PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made effective as of the ___ day of _____, 2023 (being the last and latest date affixed hereto next to the signature lines of Seller and Purchaser, the "Effective Date"), by and between: ROBERT F. GREEN, individual (the "Seller"); and AMERICAN BATTLEFIELD TRUST, a Virginia non-stock corporation (the "Purchaser").

RECITALS:

A. Seller is the fee simple record title owner of all or portions of twelve (12) certain parcels of land containing 2.36± acres, more or less, located at 607 Bass Street, Nashville, Davidson County, Tennessee, 37203, identified as tax parcels 105-02-0-257.00, 105-02-0-433.00 and 105-02-0-432.00, said land being located in Davidson County, Tennessee, and as described in a deed recorded with the Davidson County Register's Office in Deed Book 6451, Page 440, together with all improvements and buildings constructed thereon, timber, mineral, water and all other rights, privileges, and easements appurtenant thereto or used in connection therewith, including all of Seller's right, title, and interest in and to any streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto or used in connection therewith (collectively the "Property");

B. Seller desires to sell and convey all of his right, title and interest in and to the Property, and Purchaser desires to buy and acquire above-described Property AS-IS, WHERE-IS, subject only to the contingencies, terms and conditions herein contained in this Agreement, and as a consequence, Seller and Purchaser are executing and ratifying the Agreement to specify and set forth the terms and conditions under which the Seller will sell and convey, and the Purchaser will buy and acquire the aforesaid Property.

NOW THEREFORE, WITNESSETH: In consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell to Purchaser, and Purchaser agrees to buy from the Seller in fee simple title, the Property, under the following terms and conditions:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller will sell and convey to Purchaser, and Purchaser will buy and acquire from Seller all of Seller's right, title and interest in and to the Property.

2. Purchase Price; Terms of Payment; Deposit. On the date of settlement and closing (the "Closing Date") of the purchase and sale of the Property (the "Closing"), Purchaser shall purchase and buy the Property from the Seller for the purchase price (the "Purchase Price") of NINE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$9,250,000.00). At Closing, the Purchaser shall pay the Purchase Price in cash, or by cashier's or certified check, or by wire transfer of funds delivered to the settlement/closing agent for the Purchaser, of which amount the Deposit (as hereinafter defined) shall be made a part and credited towards the payment of such Purchase Price, and which Purchase Price (net of the Seller's costs and expenses of Closing)



is to be disbursed by the settlement/closing agent of the Purchaser to Seller on the same day recordation of the deed conveying title to the Property is accomplished, which recording is to be accomplished within three (3) business days after the Closing Date.

Within fifteen (15) business days of the mutual and full execution and delivery of this Agreement, Purchaser shall deliver in escrow to an escrow agent chosen by Purchaser (the "Escrow Agent") an earnest money deposit in the amount of TWENTY-FIVE THOUSAND and No/100ths Dollars (\$25,000.00) (the "Deposit"), which Deposit shall be paid by Purchaser in the form of cash or cashier's or certified check, or by wire transfer of funds. The Deposit shall be deposited and held by Escrow Agent. The Deposit is refundable to Purchaser in the event of default hereunder by Seller, or in the event Purchaser terminates this Agreement in accordance with Section 4.4, or in the event of a failure of a Condition to Closing as defined in Section 9.3. If this Agreement is not closed, then the Escrow Agent shall disburse the Deposit as applicable in the manner provided for elsewhere herein, and the parties agree to promptly notify the Escrow Agent in writing upon any termination of this Agreement and which party is entitled to the Deposit.

As recited above, the Purchase Price for the Property is \$9,250,000.00. Purchaser and Seller acknowledge that if the Purchase Price is less than the fair market value ("FMV") of the Property, any excess of the FMV over the Purchase Price for the Property is intended by Seller as a donation to Purchaser, conveyed with Sellers' appropriate donative intent. Note that the Purchaser does not provide tax or legal advice, and the Seller should retain qualified tax and legal advisors for determining the tax ramifications of this Agreement.

Unless prior to the Closing Date hereunder the Purchaser or Seller becomes entitled to the Deposit as provided in this Agreement, the Escrow Agent shall, concurrent with Closing, pay over and transfer the Deposit to the Settlement Agent (if a different party from Escrow Agent) for application and credit of Purchaser towards the payment of Purchase Price.

3. Contingencies.

3.1 Environmental Site Assessment. This Agreement is contingent upon the completion of a Phase I Environmental Site Assessment (the "ESA") of the Property to be paid for by Purchaser; and upon there being no items or information contained in said Phase I of the Property that the Purchaser, in its sole and absolute discretion, finds unsatisfactory.

4. Feasibility Study Period; Due Diligence.

4.1 Purpose; Duration. Etc. Purchaser shall have a period of time (the "Feasibility Study Period") from the Effective Date of this Agreement, within which to conduct such tests and investigations with respect to the Property as it shall deem necessary and/or appropriate to its determination to proceed to Closing, and in which time to obtain the approval of the requisite officials of Purchaser to proceed to Closing. The Feasibility Study Period shall commence on the Effective Date of this Agreement, and shall expire at 5:00 p.m. E.D.T. on September 30, 2023. During the Feasibility Study Period, Purchaser shall, at its sole cost and expense, (a) undertake and finalize its title and survey investigations, and (b) have the right to conduct all desired due diligence investigations, tests and studies with respect to the Property including, without limitation, zoning,

engineering, and environmental tests and studies; provided, however, that in connection with such due diligence investigations Purchaser shall use all reasonable efforts not to disturb or interfere with the rights of Seller at the Property.

4.2 Delivery of Due Diligence Items; Access. Seller shall promptly, upon the execution hereof, but in no event more than ten (10) calendar days after the date this Agreement is fully executed on behalf of Seller, furnish to Purchaser without representation or warranty of any type as to the volume or the accuracy of the information contained therein, all of Seller's files for the Property in Seller's possession or control, if any, including, without limitation, any surveys, existing title reports, improvement plans and specifications, studies, reports, environmental reports, title insurance policies, copies of leases and amendments (if any), or other information which Seller has in its possession or control with respect to the Property. During the Feasibility Study Period, upon reasonable notice from Purchaser to Seller, Seller agrees to allow Purchaser and Purchaser's agents or representatives reasonable access to the Property for purposes of any non-intrusive physical or environmental inspection of the Property necessary in the reasonable discretion of Purchaser to evaluate and analyze the feasibility of purchasing and acquiring the Property for Purchaser's intended use thereof. Purchaser agrees not to conduct or authorize any physically intrusive testing of, on, or under the Property without first obtaining Seller's written consent as to the timing and scope of work to be performed, such consent not to be unreasonably withheld or delayed.

4.3 Title. As provided in Section 5, during the Feasibility Study Period, Purchaser shall obtain the Title Commitment.

4.4 Purchaser's Right to Terminate. Purchaser shall have the right, in its sole and absolute discretion, on or before the expiration and conclusion of the Feasibility Study Period to terminate its obligation to purchase the Property by giving Seller written notice of termination (the "Termination Notice") if Purchaser decides, in its sole and absolute discretion, not to purchase the Property. If the Termination Notice is timely given, the Escrow Agent shall return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further obligations or liabilities hereunder except as expressly set forth in this Agreement. In the event that Purchaser does not tender to Seller the Termination Notice on or prior to the expiration and conclusion of the Feasibility Study Period, then (i) this Agreement shall not be terminated as of the expiration of the Feasibility Study Period, but shall remain in full force and effect, it being deemed that the Purchaser shall proceed forward to purchase and acquire the Property, and (ii) the Deposit shall become nonrefundable (except in the event of a Seller default or failure of a condition precedent to Closing).

In the event Purchaser terminates this Agreement pursuant to this Section 4.4, then, upon the request of Seller, Purchaser shall, without lien, cost or expense to Seller, and without warranty or representation, immediately deliver and transfer to Seller copies of all work product (exclusive of confidential work product generated by Purchaser's attorneys, accountants, or staff) prepared by or on behalf of the Purchaser that is specific only to the Property, including tests, studies, plans, and plats as prepared in connection with Purchaser's prospective ownership of the Property. This provision shall survive termination of this Agreement.

4.5 Purchaser's Obligations with respect to Due Diligence. After its inspections are completed, to the extent that such restoration is necessitated by Purchaser's inspections, Purchaser shall, at Purchaser's sole cost and expense, restore the Property to substantially the same condition as immediately prior to Purchaser's inspections. To the extent permitted by Tennessee law, Purchaser agrees to indemnify Seller for all claims or damages to the extent attributable to Purchaser's inspections, including, without limitation, claims for personal injury or property damage, and including all costs and attorneys' fees, whether caused by Purchaser or any of Purchaser's employees, contractors, agents or licensees. These obligations of Purchaser to restore and indemnify shall survive termination of this Agreement.

5. Title. It shall be a condition precedent to Purchaser's obligation to proceed to Closing that, on the Closing Date, title to the Property shall be good of record and in fact, marketable, free of any liens and encumbrances except the Permitted Encumbrances (as defined below), and otherwise insurable at regular rates by a reputable title insurance company. Within fifteen (15) calendar days after the Effective Date of this Agreement, Purchaser shall order a commitment from a title company (the "Title Company") to issue an owner's policy of title insurance insuring the Land (the "Title Commitment"), and promptly upon receipt, shall provide the Seller with a true and complete copy of the Title Commitment. Within ten (10) days of receipt by Purchaser, Purchaser shall notify Seller in writing as to which (if any) of the matters disclosed in the Title Commitment are unacceptable to the Purchaser, except that the Purchaser shall not be obligated to notify the Seller of Purchaser's objections to any financial liens or encumbrances created by Seller that may be released upon payment of a specified or computable sum of money (the "Financial Liens") affecting the Property, as Seller is obligated to cure such Financial Liens before the Closing Date (and if not so cured, the parties hereby direct the Escrow Agent to cure such Financial Liens out of the proceeds to be paid to Seller at Closing, and deduct such amounts from the Purchase Price paid to Seller). Within seven (7) calendar days after receipt of the Title Commitment and Purchaser's letter of objections, the Seller shall notify the Purchaser in writing as to which (if any) of the title matters objected to by the Purchaser the Seller is willing to correct. If Seller does not notify Purchaser as set forth above, it shall be deemed that Seller has refused to correct any such matter(s) to which Purchaser has objected. Purchaser shall then have the balance of the Feasibility Study Period to either elect to waive those title defects that the Seller has not agreed to remedy and cure, or to terminate this Agreement if Purchaser remains unsatisfied with the condition of title to the Property. In the event of termination of this Agreement, neither party shall have any further rights or obligations under this Agreement, except for those obligations which survive termination hereunder, and Escrow Agent shall return the Deposit to Purchaser. "Permitted Encumbrances" as used herein shall mean (i) those title matters that appear on Schedule B-2 of the Title Commitment (other than Financial Liens and the so-called "pre-printed exceptions") and to which Purchaser makes no objection and (ii) those title matters to which Purchaser makes objection, and Seller refuses to correct, and in spite of such refusal Purchaser nevertheless elects to proceed hereunder after expiration of the Feasibility Study Period.

6. Disclaimer. Except for the express representations made herein by Seller to Purchaser with regard to the Property, Purchaser acknowledges and agrees that Seller has not made, does not make, and specifically negates and disclaims any other representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, including, but not limited to, the following: (a) the

value, nature, quality, or condition of the Property, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (f) the manner, quality, state of repair, or lack of repair of the Property, or (g) any other matter with respect to the Property. Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, servant, or other person. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" "WHERE IS" condition and basis with all faults. The provisions of this section/paragraph shall survive Closing.

7. Representations of Seller. Seller represents the following:

7.1 Due Authorization, Ownership, and Authority. Seller is the legal owner of the Property, and does have the legal right, power and authority to enter into this Agreement and to perform his obligations hereunder, including conveying the Property. Seller has not granted any options or rights of first refusal or rights of first offer to other third parties to purchase or otherwise acquire an interest in the Property.

7.2 Encroachments. To the best knowledge of Seller there are no encroachments on to the Property from adjoining property, and the Property does not encroach on adjoining property, easements, or streets.

7.3 FIRPTA. Seller hereby represents and warrants to Purchaser that Seller is not a "foreign person or company" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and Seller further agrees, if requested at closing, to furnish Purchaser an affidavit to this effect.

7.4 Moratoria; Litigation. To the best of Seller's knowledge: the Property and the use thereof are free of any sewer, water, building, or other moratoria, municipal violations, and existing or threatened litigation or condemnation proceedings; Seller has received no notice of liens or other special assessments being levied and made against the Property by any governmental authority; there are no actions, suits, or proceedings before any judicial or quasi-judicial body, or by or before any governmental authority, pending or threatened, against or affecting Seller or the Property; and to the best knowledge of Seller there is no basis for any such action. Seller shall comply with all notices, orders, or requirements of any governmental authority asserting jurisdiction over the Property that are noted or issued prior to the Closing Date.

7.5 Bankruptcy. Seller is not the subject of any bankruptcy, reorganization, or receivership proceedings filed or petitioned for under United States Bankruptcy laws.

7.6 Compliance with Laws. Seller has no actual knowledge or notice of and, to the best of Seller's knowledge, no fact or condition currently exists or previously existed on the

Property which may give rise to any violation of state, local, or federal law and regulations (zoning, occupancy, fire, environmental) governing the Property.

7.7 Leases. The Property is not subject to any leases or other agreements granting another party possession or occupancy of the Property, other than an unwritten lease at will between Seller and Dianne Patrick (the "Lease".)

7.8 Environmental. To the Seller's best knowledge, without any independent study or assessment having been made or conducted, the Property is free of all contamination by hazardous waste and materials and toxic substances as those terms are defined under federal and state environmental regulations and laws governing the Property, except as otherwise previously disclosed to Purchaser. Seller has received no notice and has not been cited for violating such environmental regulations.

All of the above representations and warranties of the Seller set forth in this Agreement shall be true upon the execution of this Agreement and shall be deemed to be repeated by Seller on the Closing Date without the necessity of a separate certificate with respect thereto, and shall survive the delivery of the Deed and other closing instruments and documents for a period of six (6) months.

8. Covenants and Understandings of the Parties.

8.1 Seller's Actions. From and after the Effective Date of this Agreement, Seller shall refrain from making any other change to the Property without the express written permission of Purchaser having been first obtained; refrain from committing any waste to the Property; and shall observe all laws, ordinances, regulations, and restrictions affecting the Property and the use thereof.

8.2 No Further Encumbrance. From and after the Effective Date of this Agreement, without in each instance first obtaining the prior written consent of Purchaser, the Seller shall not (i) encumber and/or pledge the Property or any portion thereof, or otherwise grant a lien or security interest to another in the Property or any portion thereof, or (ii) permit to exist any recorded mechanic's, materialmen's, laborer's, judgment or other adversarial lien upon all or any portion of the Property unless such lien is as the result of work performed by or on behalf of the Purchaser.

8.3 Payment of Charges. Seller shall, prior to the Closing Date, (i) pay as and when due and owing all real estate taxes and other public charges assessed against the Property, subject to adjustment at Closing as provided herein; (ii) pay all of its bills for labor, materials, or services for work performed on or with respect to the Property; (iii) pay and keep current without delinquency all existing loan obligations of Seller presently collaterally secured against the Property; (iv) in no way or manner adversely change the state or condition of title to the Property; and (v) not breach or violate the terms of any covenants, restrictions, easements or agreements affecting the Property.

8.4 All of the representations set forth in Section 8 herein are true and correct as if made by Seller as of the Closing Date, unless permitted to be otherwise qualified and/or waived by Purchaser in their sole discretion.

9. Closing. The purchase and sale of the Property shall be consummated as follows:

9.1 Closing Date. Closing on the purchase and sale of the Property shall occur on or before April 1, 2024.

9.2 Location of Closing. The Closing shall be consummated on the Closing Date at such a place or by mail as shall be agreed upon by the Purchaser and Seller.

9.3 Conditions to Closing. It is an express precondition to Purchaser's obligation to close hereunder that all of the following are true and correct (or waived in writing by Purchaser) on and as of the Closing Date:

9.3(1) Approval of the acquisition of this Property in all respects by the Board of Trustees of the Purchaser.

9.3(2) Title to the Property shall be in the condition required by Section 5 herein.

9.3(3) Satisfactory environmental site assessment report;

9.3(4) Approval and receipt of an American Battlefield Protection Program grant totaling not less than \$3,250,000 funding the acquisition of the Property; and

9.3(5) Approval and receipt of a grant from the State of Tennessee totaling not less than \$3,000,000 funding the acquisition of the Property; and

9.3(6) Approval and receipt of a grant from the Nashville Metropolitan Board of Parks and Recreation totaling not less than \$3,000,000 funding the acquisition of the Property; and

9.3(7) Approved conservation easement conveyed to a qualified conservation easement holder to be executed at Closing or released from an escrow and encumbering the Property; and

9.3(8) Purchaser shall have assigned this Agreement to the Metropolitan Government of Nashville and Davidson County ("Metro"), and Metro shall have accepted and assumed all obligations of purchaser under this Agreement.

9.3(9) All of the contingencies provided for in Section 9 herein shall have either been satisfied or waived by Purchaser.

In the event of a failure of a condition which the Purchaser refuses to waive, Purchaser may in its sole and absolute discretion, extend the date of Closing up to one hundred twenty (120) days from the last date provided in Section 9.1, in order to permit time to satisfy the contingency, or, in the event said contingency(ies) cannot be satisfied in a timeframe agreeable to both parties, terminate this Agreement and receive the prompt return of the Deposit from the Seller or Escrow Agent, or waive such condition and proceed to Closing.

9.4 Seller's Instruments and Items. At Closing, Seller shall (i) deliver or cause to be delivered to Purchaser (a) a customary and recordable Warranty Deed conveying to the Purchaser fee simple title to the Property (title being in the condition required in Section 5 of this Agreement), and (b) the following other documents: (1) a Non-Foreign Affidavit, and (2) an Owner's Title Affidavit, and (ii) execute such documents or instruments as shall be reasonably required by the Purchaser, and the title company and Settlement Agent of Purchaser, to consummate the sale of the Property and insure title to the Property in the condition required by the terms hereof.

9.5 Purchaser's Instruments. At Closing the Purchaser shall pay to the Seller the Purchase Price for the Property and execute such documents or instruments as shall be reasonably required by the title/settlement agent of the Purchaser to consummate the sale of the Property.

9.6 Tender of Settlement. Delivery of all required items and documents by either party to the settlement agent/title company conducting settlement and closing hereunder shall constitute performance of such party's delivery obligations hereunder.

9.7 Costs and Expenses of Closing. At Closing, Seller shall pay Seller's attorney's fees, all costs pertaining to the pay-off and release of any existing financial liens or encumbrances, which are required to be released by Seller pursuant to the terms of this Agreement, the cost of the preparation of the Deed, any delinquent or current owing real estate taxes that may be then due and owing against the Property and the recording costs related to the deed and release of any existing financial liens or encumbrances. At Closing, Purchaser shall pay the Purchaser's attorney's fees, the state transfer tax, the cost of title examination and title insurance premiums, and the cost of the preparation of a survey of the Property, if applicable. In addition, Purchaser shall reimburse Seller for the actual costs incurred in connection with replacement of the roof of a building on the Property, not to exceed Fifty-One Thousand, Seven Hundred Ninety and No/100 Dollars (\$51,970.00). The Parties acknowledge that Metro has approved the replacement of the roof.

9.8 Adjustments. The payment of all real estate taxes then assessed and owing against the Property by the City of Nashville and/or Davidson County, Tennessee, and any public and/or private utilities not otherwise paid for and owing from Seller on the Property, and other revenues and/or expenses affecting the Property, shall all be adjusted and pro rated as of and on the Closing Date as between Seller and Purchaser, and the payment of the real estate taxes and other municipal charges and assessments assumed thereafter by the Purchaser.

9.9 Possession. Possession of the Property shall be delivered by Seller to Purchaser at Closing without any leases or parties in possession or occupancy, except Seller is permitted to lease the Property back in a triple net lease for an annual rent in the amount of one (1) dollar, for a term of up to three (3) years, and subject to a mutually-agreed upon lease agreement. Seller may

terminate said lease agreement with thirty (30) days notice. A copy of the form of the lease is attached hereto as Exhibit A.

10. Brokerage/Agents and Commissions. Seller and Purchaser each represent to the other that neither has dealt with any agent, broker, or finder with respect to the transaction contemplated by this Agreement. In the event that any claim for commission or finder's fee is brought by any other person or entity as a consequence of the transaction contemplated hereby, and as a result of any action or omission of either Seller or Purchaser, then Seller or Purchaser, as the case may be, shall hold harmless the other party against any loss, cost, or expense of any nature, including, but not limited to court costs and reasonable attorney's fees, arising as a consequence of the claim for the commission or fee. The provisions of this paragraph shall survive settlement hereunder or the termination of this Agreement.

11. Notices. All notices, demands, requests and other communications permitted or required pursuant to the provisions of the Agreement shall be in writing and shall be deemed to have been properly given or served for all purposes on that day when actually presented personally by hand delivery, or the day after deposit with a nationally recognized overnight express delivery/courier service, charges prepaid, or seven (7) business days after deposit in the U.S. mail, first class, postage prepaid, properly addressed to the respective addresses as follows:

Seller:

Robert F. Green
4409 Granny White Pike
Nashville, TN 37204

Purchaser:

American Battlefield Trust
1156 15th St, NW, Suite 900
Washington, D.C. 20005
Attention: Thomas M. Gilmore, Chief Land Preservation Officer

12. Default and Remedies.

12.1 By Purchaser. If Purchaser shall fail to discharge any of its obligations hereunder and shall fail to cure same within fifteen (15) calendar days after receiving written notice of default from Seller (except that no notice shall be required in connection with a failure to timely close the acquisition contemplated herein), then the Seller may, as its sole remedy hereunder, retain the Deposit as being forfeited by the Purchaser to the Seller as agreed upon liquidated damages and as Seller's sole remedy for such default. Thereafter neither Purchaser nor Seller shall have any liability or obligations one to the other under this Agreement.

12.2 By Seller. If Seller shall default in its obligations hereunder, or shall breach a representation made herein, or shall fail to perform any covenant provided herein, and such default, breach, or failure is not cured within fifteen (15) calendar days after written notice of same from Purchaser (except that no such notice shall be required in connection with a failure to timely close the transaction contemplated herein) then Purchaser, upon providing written notice to Seller, shall

at Purchaser's option and election be entitled to either (a) terminate this Agreement and declare it null and void and receive a refund of the Deposit from Escrow Agent; or (b) waive such default or breach and proceed to Closing, without any reduction in the Purchase Price and without any further claim against Seller therefor; or (c) exercise its right to obtain specific performance of such term, provision, covenant, or agreement, and of Seller's obligation to convey the Property pursuant to this Agreement.

12.3 Both Parties. Anything in this Agreement to the contrary notwithstanding, at any time prior to the Closing Date the Seller (in the event of the occurrence or happening, from time to time, of any one of the following to the Purchaser), or the Purchaser (in the event of the occurrence or happening, from time to time, of any one of the following to the Seller), may, at their sole option and discretion, deem this Agreement to be in breach and elect to terminate this Agreement, and in addition thereto, should the breach be by the Seller, the Purchaser shall be entitled to receive back the Deposit, and should the breach be by the Purchaser, the Seller shall be entitled to receive the Deposit:

(i) If by the order of a court having or claiming jurisdiction, a trustee, receiver or liquidator of the Seller or Purchaser shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(ii) If the Seller or Purchaser shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, or if, by decree of a court having or claiming jurisdiction, the Seller or Purchaser shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a custodian, trustee, receiver or liquidator of all or any part of its property, or shall file an answer admitting the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or

(iii) If any of the creditors of the Seller or of the Purchaser, or any other person shall file a petition in bankruptcy against the Seller or Purchaser pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) days after the date on which such petition was filed.

13. Entire Agreement. All prior negotiations between the parties hereto concerning the Property shall be considered integrated into this Agreement, and there are no agreements between the parties not specifically set forth herein. Any amendment to the terms of this Agreement must be in writing signed by the party to be charged therewith. Any letter agreements that have passed between the Seller and Purchaser prior to this Agreement are deemed superceded by this Agreement.

14. Time. Time shall be considered of the essence in the performance of the requirements of this Agreement.

15. Assignment. Purchaser shall have the right to assign this Agreement. In the event of such an assignment by Purchaser of its right hereunder, the Purchaser shall promptly deliver an executed copy of the instrument of assignment to the Seller, and such instrument of assignment must provide that Purchaser shall remain liable for all of its obligations hereunder until Closing.

16. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee without regard to its conflicts of laws provisions.

17. No Merger. Unless specifically precluded or limited herein, the rights, obligations, covenants, and agreements of the parties created by this Agreement shall survive the Closing Date and the execution of the Deed to the Property, and shall not be merged therein.

18. Captions/Headings. The captions and headings in this Agreement are for the convenience of reference only of the parties, shall not be considered a material part hereof, and do not in any manner define, describe, or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

19. Binding Effect. The covenants, conditions and agreements herein contained shall inure to the benefit of and bind the heirs, executors, legal representatives, successors and/or assigns of the parties hereto.

20. Counterparts. This Agreement may be executed by the various parties hereto in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

21. Relationship of the Parties. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive herefrom, nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Agreement merely to create the relationship of seller and purchaser with regard to the Property to be conveyed hereby.

22. Amendments; Waivers. No change or modification to this Agreement shall be valid unless the same is in writing and signed by Purchaser and Seller. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

23. Escrow Agent. Purchaser and Seller agree that the following provisions shall control with respect to the rights, duties and liabilities of the Escrow Agent hereunder in its handling of the Deposit:

(1) The Escrow Agent acts hereunder as a depository for the Deposit, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any written instrument, notice, or evidence of a party's receipt of any instruction or notice which is received by the Escrow Agent, or to inquire as to the identity or authority of any person executing such instruction, notice, or evidence.

(2) The Escrow Agent shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the Escrow Agent shall have no liability except for its own willful misconduct or gross negligence.

(3) The Escrow Agent shall be reimbursed on an equal basis by Seller and Purchaser for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit.

(4) In the event of a dispute between the parties hereto with respect to the disposition of the Deposit, the Escrow Agent shall be entitled to interplead and deliver the Deposit to an appropriate court of law pending resolution of the dispute.

24. Risk of Loss. All risk of loss to the Property shall remain with Seller prior to the Closing Date.

25. Expiration. This Agreement shall expire unless executed by the Seller on or before June 22, 2023.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement of Purchase and Sale to be executed effective the date first above written.

SELLER:

Robert F. Green

Date: _____, 2023

PURCHASER:

AMERICAN BATTLEFIELD TRUST

By: 

Thomas M. Gilmore

Chief Land Preservation Officer

Date: June 20 _____, 2023

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AGREEMENT

This Assignment and Assumption of Real Estate Purchase Agreement (the "Assignment Agreement"), by and between the Metropolitan Government of Nashville and Davidson County and American Battlefield Trust is for the acquisition and preservation of a parcel of property adjacent to Fort Negley Park and is entered into this ____ day of _____, 2023.

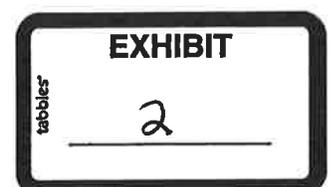
Whereas, the Metropolitan Government of Nashville and Davidson County ("Metro") seeks to acquire and preserve a parcel of historically significant property (Parcel ID # 10502043300; the "Property") adjacent to Fort Negley Park; and

Whereas, American Battlefield Trust ("ABT"), a 501(c)(3) non-stock corporation, has entered into an agreement (the "PSA," a copy of which is attached hereto as Exhibit 1) to purchase the Property, subject to certain conditions provided therein, at a purchase price (the "Purchase Price") of \$9,250,000; and

Whereas, pursuant to the terms of this Assignment Agreement, ABT will assign and Metro will assume ABT's rights and obligations under the PSA.

Now, in consideration of the mutual benefits accruing to the parties and payment by Metro of the sum of \$100, receipt of which ABT acknowledges, the parties agree as follows:

1. Effective Date. This Assignment Agreement shall become effective only after its approval by the Metropolitan Council and upon the date ("Effective Date") of its filing with the Metropolitan Clerk.
2. Occurrence of Assignment. The assignment of the PSA will occur (the "Assignment Date") on the earlier of (a) the day preceding the closing date ("Closing Date") provided in the PSA or (b) the date given by written notice from Metro to ABT specifying such occurrence.
3. Performance of PSA Obligations. At all times prior to the Assignment Date, ABT will timely and in good faith perform its obligations under the PSA. ABT will not waive enforcement of any term or provision of the PSA without Metro's express approval.
4. Conveyance of Due Diligence Materials. To the extent transferable, and promptly upon receipt by ABT, ABT will convey all of ABT's right, title and interest in and to any third-party reports prepared for or obtained by ABT related to the acquisition of and due diligence for the Property (the "Third-Party Reports"). As part of the transfer of the Third-Party Reports, ABT shall use good faith efforts, at no cost and expense to ABT, to cause the Third-Party Reports to be addressed or certified (or a reliance letter to be issued) to Metro.
5. Deposit. Any deposit required under the PSA shall be, as applicable to the Purchase Price, reimbursed to ABT upon execution of this Assignment Agreement.



6. Metro Purchase Price Contribution. Metro agrees to pay a minimum of \$3,000,000 and a maximum of \$9,250,000 (the "Metro Share") as provided herein as its share of the Purchase Price.
7. Grant Funding. ABT agrees to timely apply for and diligently pursue, or cooperate with Friends of Fort Negley Park ("FOFNP") in applying for and pursuing, grant funding (the "Grant Funding") from the governments of the United States of America and state of Tennessee in an amount that when added to the Metro Share is equal to the Purchase Price plus reasonable and customary closing costs and title insurance (the sum of the Purchase price, closing costs and title insurance being the "Full Cost"). Metro shall permit ABT and FOFNP to fulfil any and all requirements of the Grant Funding, including but not limited to placing signage on the Property.
8. Termination by Metro. Metro shall be entitled to terminate this Assignment Agreement without liability to ABT if upon the Assignment Date the PSA is (a) for any reason not in full force and effect or (b) either party to the PSA is then in breach.
9. Termination by ABT. ABT shall be entitled to terminate this Assignment Agreement without liability to Metro if, under the PSA, it determines that the PSA should be terminated, either as a result of a Seller Default or ABT's exercise of its rights under the PSA to terminate.
10. Conservation Easement. Metro agrees to convey a conservation easement in form comparable to those required by the State of Tennessee in similar transactions and reasonably acceptable to Metro's Director of the Department of Parks and Recreation and Director of Law to encumber the Property and as may be required by the Grant Funding. In the event the conservation easement is not in recordable form on the Closing Date, similar restrictions shall be recorded and later revised through the final conservation easement.
11. Funding Transfer. Unless the Purchase and Sale Agreement has already been terminated, on or prior to the Closing Date, (a) ABT will transfer all Grant Funding to the closing agent (the "Closing Agent") designated in the Purchase and Sale Agreement (b) Metro will transfer the Metro Share to the Closing Agent. No portion of Grant Funding or Metro Share may be released to the seller without the express authorization of ABT and Metro.
12. Maintenance of Records. ABT shall maintain all records related to its performance under this agreement for at least three years after its termination. Those records shall be available for inspection by Metro at any time upon reasonable request.
13. Notices. Any notice or other writing required or permitted to be given to a party under this Assignment shall be given in writing and shall be delivered through or by UPS, Federal Express, or other expedient mail or package service. Any notice or demand that may be given hereunder shall be deemed complete on the next business day after depositing any such notice or demand with UPS, Federal Express, or other expedient mail or package delivery service for next business day delivery. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

If to the Metropolitan Government:

Director of Law
108 Metropolitan Courthouse
P.O. Box 196300
Nashville, Tennessee 37219

Director of Finance
106 Metropolitan Courthouse
P.O. Box 196300
Nashville, Tennessee 37219

If to American Battlefield Trust:
1156 15th Street, N.W. Suite 900
Washington, D. C. 20005

14. Assignment and Amendment. This agreement may not be assigned by either party. No amendment shall be valid unless in writing and signed by both parties.
15. No Discriminatory Policies. ABT shall not subscribe to any personnel policy that permits or allows for the promotion, demotion, employment, dismissal or laying off of any person due to race, creed, color, national origin, age, sex, or that is in violation of applicable laws concerning the employment of people with disabilities.
16. Merger. This agreement sets forth all of the understandings between the parties with respect to the subject matter hereof and shall govern their respective duties and obligations.
17. Choice of Law; Venue. This agreement shall be construed in accordance with the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be maintained in a court of competent jurisdiction in Davidson County, Tennessee.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

By: _____
Abraham Wescott, Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery, Director
Department of Finance

AMERICAN BATTLEFIELD TRUST

By:  _____

Name : Thomas M. Gilmore

Title : Chief Land Preservation Officer

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Exhibit A

FORM OF LEASE

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into by and between **Metropolitan Government of Nashville and Davidson County** ("Landlord") and **Robert F. Green** ("Tenant"), effective as of the ____ day of _____, 20____ (the "Effective Date"). Landlord and Tenant are referred to herein as the "Parties."

1. **Property.** The property shall be that certain real property in Nashville, Davidson County, Tennessee, commonly known as 607 Bass Street (Tax ID: 10502043300) and 0 Oak Street (Tax ID: 10502025700) (the "Property").

2. **Lease of Property; Term.** Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord for the term ("Term"), which shall be three (3) years, commencing on the date that Landlord acquires possession of the Property and ending three years thereafter. Tenant shall have the right to terminate this Lease for convenience upon thirty (30) days written notice to Landlord.

3. **Possession.** Tenant shall be entitled to possession on first day of the Term.

4. **Rent.** In consideration of this Lease, and other good and valuable consideration, Tenant agrees to pay rent (the "Base Rent") in the amount of One and No/00 Dollars (\$1.00) per year, due and payable in advance, without notice or demand, on the commencement date of this Lease and on each anniversary thereafter during the Term of the Lease. Payment shall be made to Landlord at Landlord's address set forth herein below or such other place as Landlord may designate.

5. **Triple Net.** During the Term, Tenant shall be responsible for and to pay as additional rent (the "Additional Rent") and together with the Base Rent, referred to herein as "Rent"):

a. *Leasehold Property Tax.* The Parties acknowledge that Landlord is a governmental entity and the Property is not subject to direct ad valorem taxes. To the extent any leasehold real estate taxes, assessments, or other similar charges are assessed against the Property in connection with Tenant's leasehold interest therein during the Term, Tenant shall pay the same as they become due.

b. *Property Insurance.* Tenant shall pay all costs incurred in obtaining and maintaining all insurance coverages required by this Agreement.

c. *Maintenance and Utility Charges.* Tenant shall pay all costs incurred in fulfilling Tenant's maintenance, repair, and utility obligations under this Agreement.

6. **Business Taxes, Utilities, and Fines.** Any and all taxes related to Tenant's use of the Property and business conducted thereon, if any, shall be the sole responsibility of Tenant and at the sole expense of Tenant. All utilities servicing the Property shall be the sole responsibility of Tenant and at the sole expense of Tenant. Tenant shall be responsible for the

payment of any fine, citation or other amount related to Tenant's use of the Property and business conducted thereon. In the event any amount to be paid by Tenant under this Section is delivered to Landlord, Tenant shall pay same within three (3) days of Landlord's notice to Tenant of the amount due. Tenant agrees to indemnify and hold Landlord harmless for any claim, including attorney's fees and costs, related to or arising out of the obligations set forth in this Section.

7. **No Assignment or Subletting.** Tenant may not sub-let the Property or assign this Lease without the prior written consent of Landlord, which shall be at Landlord's sole discretion. Any such sublease or assignment in violation of this Section shall be void.

8. **Maintenance and Repair.** Tenant shall at Tenant's sole cost and expense and throughout the Term maintain the Property in good order and repair and in compliance with all applicable laws, rules, and regulations. Without limiting the foregoing, Tenant's maintenance and repair obligations shall include the replacement of any improved portion of the Property damaged or destroyed during the Term. In the event Tenant fails promptly to perform the obligations created by this paragraph, Landlord shall have the option, but not the duty, to perform them and in such event, Tenant shall reimburse Landlord upon demand for all reasonable costs incurred by Landlord in such performance.

9. **Hazardous Materials.** For purposes of this Agreement, Hazardous Materials shall mean any substance, emission or material including, but not limited to, asbestos, now or hereafter defined under applicable law at any time during the Term as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification. Tenant shall not cause, or negligently or knowingly permit, any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Property. Tenant shall promptly notify Landlord in writing of the discovery of any Hazardous Materials on the Property and shall immediately remove and properly dispose of such Hazardous Materials in compliance with applicable law.

10. **Security.** Tenant shall be responsible for properly securing the Property throughout the Term.

11. **Insurance.** Throughout the Term, Tenant shall obtain and maintain policies of insurance as set forth in this paragraph.

- a. Liability – with a policy limit of not less than \$2,000,000, naming the Landlord as an additional insured.
- b. Workers' Compensation – as required by applicable law.
- c. Property – with a policy limit at least equal to the full replacement value of all improvements on the Property.

Tenant shall provide evidence of the coverages required by this paragraph to Landlord at least two weeks prior to the first day of the Term. The liability and property policies shall not have deductibles exceeding \$25,000 and shall not be cancellable except upon 30 days' written notice to Landlord. If Tenant fails to fulfill the obligations created in this paragraph, Landlord shall have the right but not the obligation to do so, and Tenant shall promptly reimburse Landlord upon demand for all reasonable costs incurred in connection therewith by Landlord.

12. **Indemnification.** Tenant shall indemnify Landlord and its employees, officers, and agents (collectively, the "Indemnified Parties") for all costs, claims, expenses, and losses

arising from or related to this Lease except to the extent such claims, expenses, and losses are caused by the sole negligence of an Indemnified Party.

13. **End of Term.** Tenant shall deliver possession of the Property in good order and repair to Landlord upon termination or expiration of this Lease. Tenant shall remove all personal property from the Property prior to the end of the Term to the extent such removal may be performed without damage to the Property.

14. **Condemnation.** In the event title to all or a portion of the Property is taken in a condemnation action, Landlord shall be entitled to all proceeds attributable to the value of the Property and improvements. Tenant shall be entitled to pursue an independent claim relating to the value of the business. Upon such taking, either party may terminate this Lease upon 30 days' written notice to the other.

15. **Damage or Destruction.** In the event all or a portion of the improvements on the Property are damaged or destroyed, Tenant shall promptly undertake and diligently complete all repairs necessary to restore the improvements to good condition and repair. If such damage or destruction occurs during the last 12 months of the Term, Tenant shall have the option to pay to Landlord all property insurance proceeds paid on account of the loss in lieu of repairing the improvements.

16. **Use; Compliance with Laws.** Tenant shall not suffer or commit waste on the Property. Tenant shall comply in all respects with all laws, ordinances, and regulations of any governmental authority with jurisdiction of over the Property and/or relating specifically to Tenant's use or occupancy of the Property. Should Tenant neglect to maintain lawn, Landlord may perform the necessary work at Tenant's sole expense.

17. **Landlord's Right of Entry.** Landlord and persons authorized by Landlord shall have the right to enter the Property at all reasonable times during regular business hours and upon reasonable notice for the purposes of providing services to the Property, making inspections, or showing the Property to prospective purchasers or lenders of the Property. In the event of emergency involving possible injury to property or persons in or around the Property, Landlord and persons authorized by Landlord may enter the Property at any time without notice to Tenant. Landlord agrees that no visitations or entries shall be made, emergency conditions excepted, that interfere with Tenant's occupancy of the Property in any material respect.

18. **Acceptance by Tenant.** Tenant hereby acknowledges and agrees that Tenant has examined the Property and agrees to take the Property in its present condition without alterations or repairs. The Property is rented "**As Is**". Tenant agrees to maintain the Property and any improvements thereon and to return same to Landlord at the termination of this Lease in substantially the same condition as of the Effective Date, normal wear and tear excepted.

19. **Alterations and Improvements.** Except as otherwise required by this Agreement, Tenant shall not alter or improve the Property without the prior written consent of Landlord in each instance. All alterations, additions or improvements, that are made by, for, or at the direction of Tenant shall become the property of Landlord at the expiration or termination of this Lease. Landlord reserves the right to make structural and nonstructural alterations, additions, and improvements to the Property; however, Landlord shall take commercially reasonable steps designed to assure that any such alterations, additions, improvements, and other actions taken or caused by Landlord do not interfere with Tenant's occupancy and use of the Property in any material respect, or damage any Tenant improvements or other property of Tenant thereon.

Landlord will cooperate with Tenant, and to the extent practicable, give Tenant advance notice of, any such work or other actions with a view to minimizing disruption of Tenant's occupancy and use of the Property.

20. **Protection against Liens.** Tenant shall not permit the Property to be used as security for any loan or other purpose. Tenant shall do all things necessary to prevent the filing of any mechanics', materialmen's, or other type of lien or claim against Landlord or the Property against, through, or under Tenant's furnishers of labor or materials. If any such lien or claim is filed, Tenant shall either cause the same to be discharged within thirty (30) days after filing, or if Tenant in its discretion and in good faith determines that such lien or claim should be contested, Tenant shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Property during the pendency of such contest. If Tenant fails to discharge such lien or claim within such 30-day period or fails to furnish such security, then Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien or claim by paying the amount alleged to be due or by giving appropriate security. If Landlord discharges or secures such lien or claim, then Tenant shall reimburse Landlord on written demand for all sums paid and all costs and expenses (including reasonable attorneys' fees and costs of litigation) so incurred by Landlord.

21. **Default by Tenant.** In the event of any breach or violation of any provision of this Lease by Tenant, Landlord has the right to terminate this Lease upon ten (10) business days' notice to Tenant of such default. In the event of such termination and/or default, Landlord shall have the right to bring an action at law or in equity for possession, unpaid Rent and damages, including all costs and attorney's fees.

22. **Landlord's Permission or Consent.** If any provision of this Lease requires written permission or consent of Landlord as a condition to any act of Tenant, such written permission or consent may be granted or withheld in the sole discretion of Landlord, and may contain such conditions as Landlord deems appropriate, and shall be effective only so long as Tenant complies with such conditions. Moreover, any written approval or consent given by Landlord to Tenant may be modified, revoked, or withdrawn by Landlord at any time, at Landlord's sole discretion, upon written notice to Tenant.

23. **Notice.** Except as otherwise provided herein, all notices, requests, approvals, consents, and other communications required or permitted under this Lease must be given in writing and shall be deemed made on the date of hand delivery, the date of confirmed electronic transmittal, or the acknowledged day of receipt if mailed by postage prepaid, certified or registered, return receipt U.S. Mail or other reputable parcel service to the Party at the address or contact information set forth below. The Parties shall be responsible for notifying each other in writing of any change of address and contact information.

If to Landlord: Metro
Attn: Director, Department of Parks and Recreation
2565 Park Plaza
Nashville, TN 37203

with a copy to:

Director of Law
108 Metro Courthouse
Nashville, TN 37201

If to Tenant: Robert Green

Nashville, TN 37_____

24. **Time of the Essence.** Time shall be of essence in the performance of the terms and conditions of this Lease. In the event any time period specified in this Lease expires on a Saturday, Sunday or bank holiday on which national banks in Tennessee are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Lease, business days shall be Monday through Friday, excluding any recognizable State or Federal holidays.

25. **No Waiver.** Failure of Landlord to insist upon strict compliance with any term, covenant, provision, or condition of this Lease shall not constitute a waiver of such term, covenant, condition, or provision.

26. **Remedies Cumulative.** The specified remedies to which Landlord may seek relief hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may be lawfully entitled, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity.

27. **Relationship of the Parties.** The relationship created by this Lease is that of landlord and tenant. Landlord and Tenant are not partners or joint venturers, and neither has any agency powers on behalf of the other. Tenant is not a beneficiary of any other contract or agreement relating to the Property to which Landlord may be a party, and Tenant shall have no right to enforce any such other contract or agreement on behalf of itself, Landlord, or any other party.

28. **Entire Agreement.** This Lease supersedes all prior discussions and agreements between Landlord and Tenant with respect to the matters set forth herein. This Lease contains the sole and entire understanding between Landlord and Tenant, and all promises, inducements, offers, agreements, representations and warranties heretofore made between the Parties are merged into this Lease. This Lease shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties to this Lease in the same manner as this Lease is executed.

29. **Captions.** All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Lease and shall not supplement, limit or otherwise vary in any respect the text of this Lease. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Lease.

30. **Number and Gender.** As used in this Lease, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction.

31. **Applicable Law.** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. In case of a dispute as to this form or any document required hereunder, this form shall be conclusively deemed reasonable and shall not be presumptively interpreted against either Party. Any suit arising from this Agreement shall be brought only in the Circuit or Chancery Court for Davidson County, Tennessee.

32. **Acknowledgment.** TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE IN ITS ENTIRETY, AND TENANT HEREBY AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, PERFORM AND OBSERVE THE TERMS, CONDITIONS, COVENANTS, AND PROVISIONS OF THIS LEASE.

33. **Counterparts and Signatures.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further facsimile and electronic signatures shall be as binding as originals, and signatures transmitted by facsimile and electronic means shall be deemed originals and shall be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this instrument effective as of the date first set forth herein above.

LANDLORD:

**Metropolitan Government of Nashville
and Davidson County**

By: _____
Director, Department of Parks and Recreation

Approved as to the availability of funds:

Director, Department of Finance

Approved as to form and legality:

Metropolitan Attorney

TENANT:

By: _____
Robert F. Green