

**When recorded, return to:**

Bradley Arant Boult Cummings LLP (BRS)  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

**CONDITIONAL TERMINATION AND RELEASE  
OF PREDECESSOR AGREEMENTS**

**THIS CONDITIONAL TERMINATION AND RELEASE OF PREDECESSOR AGREEMENTS** (this "*Agreement*") is entered into this \_\_\_\_ day of February, 2022 by and between the **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Metro")** and **CV LHF, LLC**, a Tennessee limited liability company ("*CV LHF*") (each, a "*Party*" and together, the "*Parties*").

**WITNESSETH**

**WHEREAS**, Metro owns a certain parcel of property in Antioch, Tennessee (Parcel ID Number 16300042200) (the "*Metro Property*");

**WHEREAS**, CV LHF owns a certain parcel of property in Antioch, Tennessee (Parcel ID Number 16300022300), which property is more further described on Exhibit A, attached hereto and made a part hereof (the "*CV LHF Property*");

**WHEREAS**, at the time of purchase the Metro Property, the CV LHF Property and the other parcels comprising the site of the former Hickory Hollow Mall (including, without limitation, Parcel ID Numbers 16300022200, 16300022100, and 16300022800) (all such properties together being "*Mall Properties*"), were subject to certain Operating, Supplemental Operating and Expense Agreements, as amended, as well as a Deed of Declaration, as amended, all of which are described in Schedule 1 hereto, which had been entered into by the Parties' predecessors-in-title (the "*Predecessor Agreements*");

**WHEREAS, on the condition that** the Parties and all other owners of Mall Properties having rights under the Predecessor Agreements first execute a binding declaration and replacement agreement (the "*Replacement Agreement*") addressing easement, maintenance, property standards, uses and the like, the Parties have agreed to the termination and release of the Metro Property and the CV LHF Property from all of the Predecessor Agreements applicable to the Metro Property and the CV LHF Property so that from the effective date of such Replacement Agreement said Predecessor Agreements shall have no further force or effect.

**NOW THEREFORE**, for and in consideration of the mutual undertakings and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ***Upon the execution of a Replacement Agreement by all of the owners of the Mall Properties***, 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, Metro and CV LHF hereby agree to revoke, terminate and cancel the Predecessor Agreements so that such Predecessor Agreements are of no further force or effect.

2. Metro certifies to CV LHF, its successors and assigns, that:

- a. As of the date of approval of this Agreement by the Metropolitan Council, no fees, assessments, charges or other amounts are due from CV LHF and CV LHF is not in default under any of the Predecessor Agreements or any other agreement with Metro;
- b. Metro will not seek to enforce any provision of the Predecessor Agreements barring the construction, ownership, and operation of an educational or youth development facility (the "Proposed Use") on the CV LHF Property by CV LHF or its successors and assigns;
- c. If consistent with the Proposed Use and compliant in all respects with applicable laws, Metro will not seek to enforce any provision of the Predecessor Agreements barring the reconfiguration, removal or alteration of the parking areas on the CV LHF Property at the sole discretion of CV LHF or its successors and assigns; and
- d. If consistent with the Proposed Use and compliant in all respects with applicable laws, Metro will not seek to enforce any provision of the Predecessor Agreements barring the construction of athletic fields within the CV LHF Property in a manner and configuration at the sole discretion of CV LHF or its successors and assigns.

3. This Agreement shall take effect upon its execution by the parties hereto. This Agreement shall be promptly recorded in the land records of Davidson County, Tennessee by CV LHF. This Agreement and the matters contained herein shall run with the title to the Properties and shall be binding upon and to the benefit of each Property's lessees, licensees, invitees, occupants and successors in interest. The laws of the State of Tennessee govern the interpretation, validity, performance, and enforcement of this Agreement, without regard to conflicts of laws principles. If any item, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law. The Recitals of this Agreement are incorporated herein and made a part hereof by this reference. Metro acknowledges that CV LHF and its successors and assigns will rely upon this Agreement.

4. Each Party, its successors and assigns, agrees to cooperate so that within thirty (30) days following receipt of a written request (which shall not be more frequent than two (2) times during any calendar year) from the other Party, it will issue to such requesting party an estoppel certificate stating whether this Agreement is in effect and whether any party is in default thereof. Such statement shall act as a waiver of any claim by the Party 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.

5. All of the terms of this Agreement shall run with the land and shall binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns and successors-in-interest.

*Signatures begin on following page*

IN WITNESS WHEREOF, the Parties have set their signatures hereto effective the date first written above.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TENNESSEE

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 him/herself to be the \_\_\_\_\_ of the Metropolitan Government of Nashville and Davidson County, the within named bargainor, and that he/she as such \_\_\_\_\_ of the Metropolitan Government of Nashville and Davidson County, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of Tennessee by him/herself as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*Signatures continue on following page*

CV LHF, LLC  
a Tennessee limited liability company



By: [Signature]  
Its: Managing Member

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, Nicholas Maples, a Notary Public in and for the State and County aforesaid, personally appeared Garry McNabb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the Managing Member of CV LHF, the within named bargainor, a Tennessee limited liability company, and that he/she as such Managing Member of CV LHF, 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 him/herself as such Managing Member.

WITNESS my hand and seal at office, on this the 16<sup>th</sup> day of February, 2022.

[Signature]

Notary Public  
My Commission Expires: 09-16-2023

**Schedule 1**  
**Predecessor Agreements**

1. Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc. and Intereal Company, along with Sears, Roebuck and Co., Alstores Realty Corporation, The Cain-Sloan Company, Mercantile Properties, Inc., and The Castner-Knott Dry Goods Co., recorded in Book 5098, Page 17, as amended by that certain First Amendment to Operating Agreement recorded in Book 5318, Page 780, as amended by that certain Second Amendment to Operating Agreement recorded in Book 8416, Page 738, as further amended by that certain Third Amendment to Operating Agreement recorded in Instrument No. 20120118-0005031, and as assigned by that certain Assignment of Documents and Assumption Agreement of record in Instrument No. 20010319-0026233 and that certain 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, a joint venture comprised of Hickory Hollow Mall, Inc. and Intereal Company, and Sears, Roebuck and Co. recorded in Book 5098, Page 101, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Supplemental Operating Agreement of record in Book 5318, Page 885, Register's Office for Davidson County, Tennessee.

3. Supplemental Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc. and Intereal Company, Alstores Realty Corporation and The Cain-Sloan Company, recorded in Book 5098, Page 111, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Supplemental Operating Agreement, recorded in Book 5318, Page 890.

4. Supplemental Operating Agreement dated 12/17/76 by and among Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc. and Intereal Company, Mercantile Properties, Inc., and The Castner-Knott Dry Goods Co., recorded in Book 5098, Page 143, as amended by that certain First Amendment to Supplemental Operating Agreement of record in Book 5318, Page 907, Register's Office for Davidson County, Tennessee.

5. Deed of Declaration dated 11/24/1976, by and among Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc. and Intereal Company, of record in Book 5091, Page 533, as amended by that certain First Amendment to Deed of Declaration of record in Book 5249, Page 450, that certain Second Amendment to Deed of Declaration of record in Book 5318, Page 762, and that certain 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 dated 3/10/77 by Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc. and Intereal Company, of record in Book 5125, Page 769, as amended by that certain Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5189, Page 947, that certain Second Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, Page 933, that certain Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5441, Page 968, that certain Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5792, Page 491, that certain Second Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5951, Page 26, that certain Third Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 6011, Page 163, and that certain 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.

7. General Expense Agreement dated December 17, 1976 by and among Hickory Hollow Associates, Alstores Realty Corporation and The Cain-Sloan Company

8. First Amendment to Supplemental Operating Agreement dated August 1, 1978 by and among Hickory Hollow Associates, Alstores Realty Corporation and The Cain- Sloan Company - Book 5318, Page 821 Register's Office for Davidson County

9. Agreement Letter regarding parking deck dated June 18, 1990 by Nashland Associates to Sears, Roebuck & Co., Cain-Sloan, Inc. (Dillard), Mercantile Properties, Inc. and J.C. Penney Company, Inc.

10. Second Amendment to Operating Agreement dated May 21 1991 by and among Nashland Associates, Sears, Roebuck & Co., Dillard Department Stores, Inc., Cain- Sloan, Inc., Mercantile Properties, Inc., The Castner- Knott Dry Goods Co., J.C. Penney Properties, Inc. and J.C. Penney Company, Inc. - Book 8416, Page 738 Register's Office for Davidson County

11. First Supplement to General Expense Agreement dated May 21, 1991 by and among Nashland Associates, Dillard Department Stores, Inc. and Cain- Sloan, Inc.

12. Assignment and Assumption of Operating Agreement dated February 2, 1996 by and between Cain-Sloan, Inc. and Dillard Tennessee Operating Limited Partnership - Book 9944, Page 72 Register's Office for Davidson County

13. Third Amendment to Operating Agreement dated January 18, 2012 by and among Hickory Hollow Mall Limited Partnership, Sears, Roebuck and Co., Macy's Retail Holdings, Inc., Dillard Tennessee Operating Limited Partnership and Hickory Hollow/SB, LLC- Document #20120118-0005031 Register's Office for Davidson County

14. Assignment and Assumption Agreement dated March 2, 2012 by and between Dillard Tennessee Operating Limited Partnership, a Tennessee limited partnership and the State of Tennessee, Instrument No. 20120302-0018465, Register's Office for Davidson County, and Assignment and Assumption of Operating Agreement dated October 30, 2012, Document # 201201030-0099638 Register's Office for Davidson County.

**Exhibit A**  
**CV LHF Property**

Land in Davidson County, Tennessee, being Lot(s) 3, as shown on the map entitled Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall, of record in Plat Book 7900, page 280, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to CV LHF, LLC, a Tennessee limited liability company, by deed from CRJ Event Center LLC, a Tennessee limited liability company, of record in Instrument No. 20160726-0076812, said Register's Office.