

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

THIS FIRST AMENDMENT to an AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("First Amendment") is made and entered into effective as of the ____ of May, 2024 (the "Effective Date"), by and between the ROBERT F. GREEN, individual (the "Seller") and the AMERICAN BATTLEFIELD TRUST (the "Purchaser").

WHEREAS, Seller and Purchaser did effective as of June 21, 2023 make and enter into that certain Agreement for the Purchase and Sale of Real Property (the "Agreement"), whereby Seller agreed to sell and convey to Purchaser, and Purchaser agreed to purchase and acquire, 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"), subject to certain stated conditions and terms as provided in the Agreement.

WHEREAS, Purchaser has requested that the Closing Date be extended to on or before November 1, 2024. In the event Purchaser has (i) submitted its federal grant application and not received its funding; (ii) provided the Tennessee Historical Commission with all documentation regarding disbursement of the grant awarded by the Civil War Sites Preservation Fund and not received said disbursement, or (iii) not received \$3,000,000 in funding from the Nashville Metropolitan Board of Parks and Recreation for the acquisition of the Property, Purchaser may extend the Closing Date to on or before December 30, 2024, and Seller agrees to said extension and amendment, with an amendment to the Purchase Price to NINE MILLION FOUR HUNDRED THOUSAND DOLLARS and NO CENTS (\$9,400,000.00).

WHEREAS, Additionally, Purchaser agrees to reimburse Seller for the actual costs of \$57,779.00 incurred in connection with replacement of the roof of the primary building on the Property upon Friends of Fort Negley fundraising efforts are completed, in any case no later than November 1, 2024.

WHEREAS, Additionally, Purchaser agrees that the Deposit in the amount of TWENTY-FIVE THOUSAND DOLLARS and NO CENTS (\$25,000.00), provided to Escrow Agent under the Agreement shall be disbursed to Seller by the Escrow Agent within fifteen (15) days of the full execution of this First Amendment.

NOW THEREFORE, in consideration of the above-stated recitations, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree to amend and modify certain of the provisions of the Agreement as follows:

1. Closing Date. Seller and Purchaser do hereby agree to extend the Closing Date to on or before November 1, 2024. In the event Purchaser has submitted its federal grant application and not received its funding and/or has provided the Tennessee Historical Commission with all documentation regarding disbursement of the grant awarded by the Civil War Sites Preservation Fund Purchaser may extend the Closing Date to on or before December 30, 2024,.

2. Purchase Price. Seller and Purchaser do hereby agree that the Purchase Price for the Property shall be NINE MILLION FOUR HUNDRED THOUSAND DOLLARS and NO CENTS (\$9,400,000.00).

3. Roof Reimbursement. Purchaser agrees to reimburse Seller for the actual costs of \$57,779.00 incurred in connection with replacement of the roof of the primary building on the Property upon the completion of Friends of Fort Negley fundraising efforts, in any case no later than November 1, 2024.

4. Deposit Disbursement. Purchaser shall authorize and instruct the Escrow Agent to disburse Deposit to Seller within fifteen (15) days of the full execution of this First Amendment.

5. Binding Effect. This First Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Conflicts. In the event any provision of this First Amendment conflicts with a provision of the Agreement, such provision of this First Amendment shall govern and control for all purposes and in all respects.

7. Ratification. Except as amended and modified hereby, the remaining provisions of the Agreement shall remain the same and in full force and effect, survive execution of the Deed and the Agreement is hereby ratified and confirmed for all purposes and in all respects as to the Property. In no manner is any provision of this First Amendment intended to negate the terms and provisions of the Agreement previously agreed to by Seller and Purchaser. Any capitalized terms not defined in this First Amendment are defined in the Agreement.

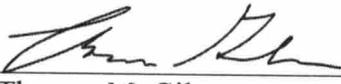
8. Counterparts. This First Amendment may be executed in counterparts, which may be transmitted by facsimile or electronic mail, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first set forth above.

SELLER:

PURCHASER:
AMERICAN BATTLEFIELD TRUST

 (SEAL)
Robert F. Green

 (SEAL)
Thomas M. Gilmore
Chief Land Preservation Officer

Date: May 14, 2024

Date: May 13, 2024

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AGREEMENT

This Assignment and Assumption of Real Estate Purchase Agreement (the “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 _____, 2024.

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, as amended by a certain First Amendment to Agreement of Purchase and Sale of Real Property (collectively the “PSA,” a copy of which is attached hereto as Exhibit 1) to purchase the Property from the current fee owner Robert Green (“Owner”), subject to certain conditions provided therein, at a purchase price (the “Purchase Price”) of \$9,400,000; and

Whereas, pursuant to the terms of this Agreement, ABT will convey the Property to Metro promptly after acquiring it.

Now, in consideration of the mutual benefits accruing to the parties, the parties agree as follows:

1. Effective Date. This 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. Closing. ABT shall acquire the Property from the Owner pursuant to the terms of the PSA and within ten (10) business days after the recordation of the Conservation Easement (defined below) transfer and convey the Property to Metro free and clear of all liens and encumbrances except those expressly approved by Metro. ABT shall record the Conservation Easement within ten (10) business days after acquiring the Property from the Owner. Conveyance of the Property by ABT to Metro shall be by special warranty deed in form acceptable to the Metropolitan Department of Law, and the closing (the “Closing”) shall take place at a mutually convenient time and place. The parties shall pay their own attorney fees and other costs incurred in connection with this transaction. The parties shall each pay half of recording fees and other customary costs associated with the transaction.
3. Performance of PSA Obligations. At all times following the Effective 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, ABT will promptly upon receipt provide copies of all third-party reports prepared for or obtained by ABT

related to the acquisition of and due diligence for the Property (the “Third-Party Reports”) to Metro. 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. Metro agrees to reimburse the Trust for fifty percent (50%) of the actual and reasonable costs incurred ABT Trust in obtaining and providing the Third-Party Reports to Metro.

5. Title Insurance. ABT will arrange for the issuance of a customary title insurance policy after its purchase of the Property pursuant to the PSA and will further obtain and fund coverage of a separate policy issued to Metro after its conveyance to Metro.
6. Metro Purchase Price Contribution. Metro agrees to pay \$3,000,000 (the “Metro Share”) as provided herein as its share of the Purchase Price. The Metro Share shall be used as a portion of the Purchase Price and for no other purpose. In the event ABT fails to obtain ownership of the Property pursuant to the terms of the PSA or fails to convey the Property to Metro pursuant to the terms of this Agreement, the Metro Share will be refunded to Metro promptly and in full.
7. Metro Reimbursements to ABT. Metro agrees herein to reimburse ABT at Closing for the actual cost of \$57,779.00 incurred in connection with replacement of the roof of the primary building on the Property.
8. Grant Funding. ABT agrees to timely apply for and diligently pursue from the governments of the United States of America and State of Tennessee grants in an amount (the “Grant Funding”) 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 Friends of Fort Negley Park to fulfill all reasonable requirements of the Grant Funding, including but not limited to placing signage on the Property.
9. Conservation Easement. Metro acknowledges that the terms of anticipated grant from the State of Tennessee may require that the Property be subjected to a conservation easement (the “Conservation Easement”) prior to conveyance to Metro. Metro agrees to accept conveyance of the Property subject to such Conservation Easement provided its terms are substantially the same as those required by the State of Tennessee in similar transactions and reasonably acceptable to the Metropolitan Director of Parks and Recreation and Director of Law.
10. Termination by ABT. ABT shall be entitled to terminate this Agreement without liability to Metro if, under the PSA, it determines that the PSA should be terminated, either as a result of a default by the Owner under the PSA or other exercise by ABT of its rights under the PSA to terminate. Metro shall be entitled to terminate this Agreement without liability to ABT in the event of termination of the PSA by ABT or the Owner or a breach by ABT of this Agreement or the PSA.
11. Funding Transfer. Unless the PSA 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 PSA (b) Metro will transfer the Metro Share to the Closing Agent. No portion of Grant Funding or Metro Share may be released to the Owner 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:

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

AMERICAN BATTLEFIELD TRUST

By:  _____

Name : Thomas M. Gilmore

Title : Chief Land Preservation Officer