

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is made this _____ day of _____, 2021 (the “**Agreement Date**”), but effective as of the date of passage of the ordinance authorizing Seller (as defined below) to convey the Property (as defined below) (the “**Effective Date**”), by and between **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation (“**Buyer**”), and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (“**Seller**”).

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **Property**” shall collectively mean (i) that certain parcel of real property located in Davidson County, Tennessee, bearing Davidson County Tax Parcel Identification Number 082-14-0-021.00 and being more particularly shown on **Exhibit A** (“**Land**”), attached hereto and incorporated herein by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto, and (ii) all of Seller’s right, title and interest in and to all easements and rights-of-way in any manner benefiting the Property (including, without limitation, Seller’s rights in and to all water and sewer rights, adjacent roadways and roadbeds), all trees, shrubbery and growing crops located on the Land, and all mineral rights and subsurface rights relating to the Land.

(b) **Purchase Price**” shall mean Four Million Two Hundred Thirty-Nine Thousand and No/100 Dollars (\$4,239,000.00). The Purchase Price shall be payable on the following terms:

(i) Cash at Closing in the amount of the Purchase Price, plus or minus, as the case may require, the closing prorations and adjustments to be made pursuant to this Agreement.

(c) **Seller’s Notice Address**” shall be as follows:

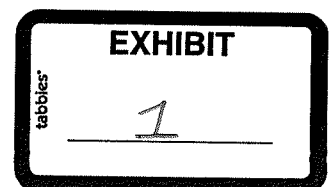
METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY, TENNESSEE
Director, Department of Finance
106 Metropolitan Courthouse
Nashville, Tennessee 37201

with a copy to:

Director, Department of Law
108 Metropolitan Courthouse
Nashville, Tennessee 37201

except as same may be changed pursuant to Section 13.

(d) **Buyer’s Notice Address**” shall be as follows:



Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Drive
Charlotte, North Carolina 28210
Attn: Legal Department – Commercial Legal Support (Gas)
Email: Jeffrey.James@duke-energy.com

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attn: Lida G. Alsobrooks
E-Mail: lida.alsobrooks@wallerlaw.com

except as same may be changed pursuant to Section 13.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes and assessments (“**Taxes**”), if any, and utilities shall be prorated as of the date of Closing. If the Taxes for the year in which Closing occurs have not been determined by Closing, then the proration shall be based on the previous year’s Taxes, and the parties agree to adjust between themselves any difference in the estimated and actual prorations within 30 days after the actual tax statements for the Land for the year of Closing have been received. If Taxes are due and payable at Closing, then those Taxes shall be paid at Closing. If Taxes are not due and payable at Closing, then, at Closing, Buyer shall receive a credit for Seller’s pro rata share of the estimated Taxes on the Land and Buyer shall pay the Taxes on the Land at such time as those Taxes are due and payable. At Closing, Seller shall pay any and all rollback or deferred Taxes resulting from the loss of the Land’s eligibility for tax deferment or relief. Seller shall pay (i) deed stamps, transfer taxes and other conveyance fees or taxes, (ii) recording costs for any title curative documents, (iii) any amounts sufficient to obtain the release of the Property from any Financial Encumbrances (as defined in Section 6(b)) upon the Property, (iv) the costs of Seller’s attorneys and (v) one-half of the escrow fees of the Title Company (as defined in Section 6(b)), if any. Buyer shall pay (i) recording costs for the deed, (ii) costs of any title search, title insurance and the Survey (as defined in Section 6(c)), (iii) the costs of Buyer’s attorneys, (iv) the documented third party out-of-pocket reasonable expenses actually incurred by Seller in connection with its environmental site assessment of the Property in an amount not to exceed One Hundred and Fifty-One Thousand and No/100 Dollars (\$151,000) and (v) one-half of the escrow fees of the Title Company, if any. All other charges shall be allocated between Buyer and Seller based upon the manner that is customary in Davidson County, Tennessee.

Section 3. Sale of Property: Subject to the terms and conditions of this Agreement, Seller agrees to sell the Property, and Buyer agrees to purchase the Property, for the Purchase Price.

Section 4. Payment of Purchase Price: Buyer shall pay the Purchase Price for the Property at Closing by wire transfer in accordance with all the terms and conditions of this Agreement.

Section 5. Inspections. Buyer, its agents or representatives, at Buyer’s expense and at reasonable times, shall have the right to enter upon the Property for the purpose of inspecting, examining, and surveying the Property (including, without limitation, investigations regarding zoning, building codes, engineering and environmental matters (including Phase II, invasive testing, such as soil, air, and water sampling and testing, and clearing) and the physical aspects of the Property) as it deems necessary in its sole discretion (“**Inspections**”). Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 5 and agrees to indemnify and hold Seller harmless from any damages resulting therefrom, except to the extent any such loss, claim, action, demand or liability is the direct or indirect result of any negligence, willful misconduct, or act or omission of

Seller or Seller's agents, contractors or invitees; and provided, however, that Buyer shall not be liable for any losses or liabilities resulting from Buyer's investigations or inspections uncovering the existence of any environmental contamination or any other defects which adversely impact the Property, and any disclosure of such matters by Buyer or its consultants to a governmental agency that may be required by any federal, state or local laws, statutes, regulations, rules, ordinances, orders or injunctions, including those related to zoning, subdivision and construction. Buyer shall have from the Agreement Date until 11:59 p.m. Central Time on the date that is thirty (30) days prior to the Scheduled Closing Date (as such date may be extended by Section 12(a) below) (the "**Inspection Period**") to perform the Inspections; provided, however, that if, notwithstanding Buyer's good faith efforts, a COVID-19-Related Restriction (as defined herein) makes it unduly burdensome or impossible for Buyer to exercise a right or perform an obligation in accordance with the terms of this Section 5, Buyer shall give Seller as much notice as possible under the circumstances, in writing, including a description of the COVID-19-Related Restriction, and the Inspection Period shall automatically be extended by ninety (90) days from the date of delivery of said notice pursuant to Section 13. Buyer and Seller agree that this extension of the Inspection Period shall take place one time only, unless Buyer and Seller agree in writing to a further extension or extensions. As used herein, "**COVID-19-Related Restriction**" means an event related to the world-wide Coronavirus (COVID-19) pandemic that could make it unduly burdensome or impossible for Buyer to exercise its rights and/or perform its obligations during the Inspection Period, including but not limited to, any travel restrictions, medically self-imposed or governmentally required isolations, closures of businesses or governmental or private offices and institutions, state of emergency, "stay at home order" or similar governmental restrictions officially declared nationally or by any state or locality applicable to the Property or Buyer. Buyer may reduce the days within the Inspection Period at any time and in Buyer's sole discretion upon written notice to the Seller.

Buyer may, for any reason (or for no reason), terminate this Agreement at any time prior to the end of the Inspection Period by delivering notice to Seller prior to the end of the Inspection Period. If Buyer so terminates this Agreement, then neither party shall have any further rights or obligations under this Agreement (other than those that expressly survive termination of this Agreement).

Section 6. Title and Survey:

(a) Title: At Closing, Seller agrees to convey good and marketable fee simple title to the Property by special warranty deed. For the purposes of this Agreement, "**good and marketable fee simple title**" means fee simple ownership that is (a) free of all claims, liens and encumbrances other than the Permitted Exceptions (defined in Section 6(b)) and (b) insurable by a title insurance company acceptable to Buyer at then current standard rates under the standard form of ALTA owner's policy of title insurance (ALTA Form 2006) with all endorsements required by Buyer in its discretion, with the standard or printed exceptions deleted and without exception other than for the Permitted Exceptions.

(b) Title Examination: Prior to Closing, Buyer may, at Buyer's expense, cause a title examination to be made of the Property and obtain from Old Republic National Title Insurance Company, which has an address of 424 Church Street, Suite 1750, Nashville, Tennessee 37219, Attn: Mike Davis and Al Frazier ("**Title Company**"), a current ALTA Commitment for Title Insurance with all endorsements required by Buyer in its discretion ("**Title Commitment**"). Except for Unpermitted Exceptions (as defined below), any title exceptions appearing in the Title Commitment that Buyer does not object to in writing by the end of the Inspection Period will be deemed permitted exceptions to Seller's title (those exceptions not objected to, together with any other matters approved by Buyer in writing, are called "**Permitted Exceptions**"). Each (i) matter affecting title to the Property that arises after the Agreement Date and that is not approved in writing by Buyer; and (ii) financial encumbrance such as a deed of trust, attachment, judgment, lien for delinquent taxes, mechanic's or materialman's lien, or other monetary lien outstanding against any part of the Property (each a "**Financial Encumbrance**,"

collectively, the “**Financial Encumbrances**”) will be deemed an “**Unpermitted Exception**”. Seller shall cure (by removing from or satisfying on the public record) all Unpermitted Exceptions by Closing. Buyer’s failure to notify Seller of any Unpermitted Exception will not relieve Seller of its obligation to cure all Unpermitted Exceptions by Closing. In addition, if any Financial Encumbrance encumbers: (x) any easement or right of way appurtenant to the Property and reasonably necessary for the use of the Property; or (y) a declaration of restrictions or similar document which benefits the Property, then Seller shall cause that Financial Encumbrance to be subordinated to the instruments referred to in (x) and (y) above by Closing.

In the event that such Title Commitment shall show an item relating to Seller’s title that is objectionable to Buyer or Buyer discovers any non-title matter affecting the Property that Buyer deems objectionable (each, an “**Objection**”; collectively, the “**Objections**”), then Buyer shall notify Seller in writing prior to the expiration of the Inspection Period of all such Objections, and Seller shall have ten (10) days from the date of such notice to either cure said noticed Objections and notify Buyer in writing that the Objections have been cured, commit in writing to cure such Objections prior to the Closing or notify Buyer that Seller does not intend to cure such Objections (“**Objection Response**”). Notwithstanding the foregoing, Seller shall, at Seller’s sole cost and expense, be obligated to (i) cause any Financial Encumbrance to be released or paid and satisfied prior to the Closing and (ii) cause any matter affecting title to the Property that arises after the Agreement Date and that is not approved in writing by Buyer to be released of record prior to the Closing. If Seller fails to deliver an Objection Response within said ten (10) day period (or if the Objection Response indicates that Seller will not cure one or more Objections), Buyer may terminate this Agreement (notwithstanding that the Inspection Period may have expired) and all rights and obligations of Seller and Buyer under this Agreement shall terminate (other than those that expressly survive termination of this Agreement). If the Objection Response indicates that Seller will not (or if Seller is deemed to have elected to not) cure one or more of the Objections, and Buyer does not terminate this Agreement in accordance with the preceding sentence, then (i) Buyer shall be deemed to have waived any Objection which Seller did not agree to cure (and that Objection shall be a Permitted Exception), and (ii) Seller shall cure prior to Closing those Objections which Seller agreed to cure in the Objection Response. If Seller fails to cure any Objection which Seller agreed to cure in the Objection Response or any Unpermitted Exception by the Closing, then that failure shall constitute a material default by Seller, and Buyer may: (x) exercise Buyer’s rights under Section 11 of this Agreement; (y) cure the Objection and deduct from the Purchase Price the cost of curing the Objection; or (z) extend the Closing Date (as defined in Section 12(a)) for a period of up to 60 days during which time Seller shall cure the Objection. If Buyer elects (z) above and Seller fails to cure the Objection within that 60 day period, then Buyer may elect either (x) or (y) above.

(c) Survey: On or prior to Closing, Buyer may, at Buyer’s expense, cause to be prepared by a Registered Land Surveyor licensed in the State in which the Property is located a land title survey of the Property (“**Survey**”). Seller agrees to convey the Property as described pursuant to the Survey, if the Survey is obtained. The legal description of the Property to be included in the special warranty deed will be derived from the Survey, if the Survey is obtained.

Section 7. Required Approvals: Seller shall permit Buyer to apply to the applicable governmental or other authorities for: (a) the allocation of the necessary utilities in sufficient capacities as required for Buyer’s intended use; (b) all permits or approvals (including any permits or approvals from the Army Corps of Engineers) necessary to develop the Property for Buyer’s intended use; and (c) all necessary approvals required to construct and operate the Property for Buyer’s intended use from any private architectural review authority with architectural approval rights pursuant to applicable restrictive covenants (each of (a) through (c) is a “**Required Approval**,” collectively, the “**Required Approvals**”). Seller shall cooperate with Buyer’s efforts to obtain the Required Approvals, including allowing applications to be made in Seller’s name. Buyer shall have full authority and discretion to make all

decisions required in connection with the Required Approvals. Seller shall execute all reasonable and customary documents and petitions required to obtain the Required Approvals. Notwithstanding the foregoing, Seller will not be obligated to incur any material expense in connection with obtaining the Required Approvals. For the purposes of this Agreement, no Required Approval shall be considered obtained by Buyer until the application therefor has been finally approved by the applicable governmental or other authority subject only to such terms and conditions as are reasonably acceptable to Buyer, and all periods (if any) for the filing of any appeal or challenge to such approval (including the two month period established by N.C.G.S. Section 160A-364.1, if applicable) have expired without any appeal or challenge having been filed, or if an appeal or challenge is filed, until that appeal or challenge has been finally resolved in a manner acceptable to Buyer. Provided, however, that nothing in this Agreement shall be construed as a limitation on the exercise of Seller's police, regulatory or other governmental powers, including without limitation those relating to granting or denying any application for a Required Approval where Seller is acting as a governmental authority.

Section 8. Buyer's Conditions to Closing: This Agreement and the rights and obligations of Buyer under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) Condition of Property: The Property shall be in substantially the same condition at the Closing as on the Agreement Date, reasonable wear and tear excepted, and Seller shall have complied with the requirements of Section 9(b). The improvements located on the Property shall be in broom clean condition and all of Seller's personal property shall have been removed from the improvements. All garbage and debris shall have been removed from the Property.

(b) Seller's Obligations: Seller shall have delivered, performed, observed, and complied with, all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed and complied with by it prior to, or as of, the Closing.

(c) Title. The Title Company shall be unconditionally prepared to issue an owner's policy of title insurance in the condition required by Section 6.

(d) No Adverse Changes. No adverse changes have occurred with respect to matters evaluated by Buyer during the Inspection Period and there shall be no moratorium or other impediment to Buyer's obtaining all required permits and governmental approvals for development and operation of the Property for Buyer's intended use.

(e) Required Approvals. Buyer shall have obtained the Required Approvals in accordance with Section 7.

(f) Representations and Warranties. All of Seller's representations and warranties contained in Section 15, shall be true and correct in all material respects when made and as of the Closing.

(g) Leases and Service Contracts. Seller shall have, at its expense, terminated all leases, use and occupancy agreements and terminated all maintenance, service, supply and other agreements and contracts affecting the Property.

If any of the above conditions are not satisfied by Closing or if Buyer reasonably determines prior to Closing that any of the above conditions are not going to be satisfied by Closing, then Buyer may, on notice to Seller: (i) terminate this Agreement, in which all rights and obligations of Seller and Buyer under this Agreement shall terminate (other than those that expressly survive termination of this Agreement); except that if the unfulfilled condition is a result of Seller's breach of this Agreement, then

Buyer may also pursue any rights and remedies available to Buyer pursuant to Section 11; or (ii) close the transaction and, if the unfulfilled condition is a result of Seller's breach of this Agreement, pursue any rights and remedies available to Buyer pursuant to Section 11; or (iii) extend Closing for a reasonable period of time (not to exceed 90 days) to permit the condition to be met, and if the condition is still not met at the end of that extension, then elect to pursue either option (i) or (ii) above.

Section 9. Risk of Loss/Damage/Repair; Covenants Pending Closing:

(a) Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement.

(b) Until the Closing, Seller shall (i) maintain the Property substantially in the same manner as heretofore conducted and existing and in all events in the ordinary course of business, and (ii) refrain from disposing of any portion of the Property, entering into any leases or agreements or otherwise entering into any transaction inconsistent with the transaction contemplated by this Agreement. Without limiting the foregoing, Seller shall not conduct any ground disturbance activities on the Property without obtaining Buyer's prior written approval.

(c) Seller shall keep the Property insured against fire and other hazards until Closing.

Section 10. Intentionally Deleted:

Section 11. Default; Remedies on Default:

(a) Buyer's Default. In the event that Buyer fails to perform any of its obligations under this Agreement, Seller, as Seller's sole and exclusive remedy, shall be entitled to declare this Agreement cancelled, in which case, after first giving Buyer ten (10) days prior written notice and an opportunity to cure, One Thousand and No/100 Dollars (\$1,000.00) shall be paid by Buyer to Seller as full liquidated damages, and the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder (other than those that expressly survive termination of this Agreement). The amount identified in this Section 11(a) as liquidated damages has been agreed upon by Seller and Buyer after due deliberation and discussion, and the same constitutes a good faith estimate of the damages to which Seller would be entitled pursuant to this Agreement, Seller's actual damages being difficult, if not impossible, to ascertain.

(b) Seller's Default. In the event that (i) Seller fails to convey title to the Property at the Closing or to deliver or comply with any other item herein required of Seller at Closing or to otherwise perform pursuant to the terms of this Agreement, or (ii) Seller fails to comply with the terms of this Agreement (including Seller's obligation to convey title to the Property to Buyer at the Closing in accordance with the terms of this Agreement), then Buyer shall have the right and option to (i) immediately terminate this Agreement upon written notice to Seller and receive from Seller Buyer's actual out-of-pocket due diligence costs, and upon the return and payment of same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder (other than those that expressly survive termination of this Agreement), (ii) demand and compel by legal proceedings (including specific performance) full compliance with the terms of this Agreement, including, without limitation, the immediate conveyance of the Property by Seller, (iii) exercise any other remedy at law or in equity; or (iv) proceed to Closing without waiving that failure or breach.

Section 12. Closing:

(a) The closing (“**Closing**”) shall consist of the execution and delivery by Seller to Buyer of a Special Warranty Deed, a closing statement, the ordinance authorizing Seller to convey the Property and any other documents customarily executed by a seller in similar transactions or otherwise reasonably requested by Buyer, including without limitation, an owner’s affidavit, lien waiver forms, a non-foreign affidavit and company resolutions, an incumbency certificate and such organizational documents as may be reasonably required by the Title Company and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. The Closing shall occur through escrow with the Title Company or such other place as the parties hereto may mutually agree on the date that is one hundred twenty (120) days after the Effective Date (such date, as it may be extended pursuant to this Agreement, the “**Scheduled Closing Date**”; and the actual date of the Closing, the “**Closing Date**”). Notwithstanding anything contained herein to the contrary, Seller shall have the right, from time to time, to extend the Scheduled Closing Date for one or more periods of one hundred eighty (180) days (each, an “**Extension Period**”) by providing Buyer written notice thereof (each, an “**Extension Notice**”) no more than ninety (90) days and no less than sixty (60) days prior to the then Scheduled Closing Date; provided, however, the Closing shall occur no later than December 31, 2022. Possession of the Property shall be delivered at Closing. Seller acknowledges that the exercise of one or more Extension Periods by Seller shall not be construed to prohibit or limit Buyer’s right to address its post-closing plans for the Property with the Tennessee Department of Environment and Conservation (TDEC) as Buyer may deem necessary or convenient.

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

Section 13. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one business day after deposit with the courier; (c) sent by facsimile or e-mail; provided that no later than the next business day after the facsimile or e-mail is sent, a hard copy of the facsimile or e-mail transmission is sent in the manner set forth in (a), (b) or (d) of this Section; or (d) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Any notice or other communication shall be sent to the address

of the recipient provided in Section 1. Either party may change its address by giving the other party five days advance written notice of that change.

Section 14. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 15. Seller's Representations and Warranties: For the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents, warrants, and covenants to Buyer as follows:

(a) Seller has full legal capacity to execute and deliver this Agreement and to perform all of its obligations hereunder.

(b) Seller is the fee simple owner of the Property.

(c) This Agreement and all other agreements, instruments and documents required to be executed or delivered by Seller pursuant hereto have been or (if and when executed) will be duly executed and delivered by Seller, and are or will be legal, valid and binding obligations of Seller.

(d) This Agreement must be approved by ordinance duly adopted by the Metropolitan Council in order to be binding on Seller. Upon the adoption of such ordinance, no other governmental consents and permissions will be required to be obtained by Seller for the execution and performance of this Agreement and the other documents to be executed by Seller hereunder.

(e) The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which Seller is a party or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over Seller.

(f) Seller has not filed, and does not have any present intent to file, a voluntary petition under any chapter of Title 11 of the United States Code ("**Bankruptcy Code**") or similar state law, and has not sought, and does not have any present intent to seek protection or similar relief for debtors under any federal or state insolvency laws; and no petition in any action or proceeding under the Bankruptcy Code or any similar state law has been filed against Seller, and Seller has not made any assignment for the benefit of creditors or consented to the appointment of a receiver or trustee for all or any part of its property.

(g) There are no leases or any agreements or understandings which give any person any rights in the Property other than those rights held by Seller.

(h) No assessments for public improvements have been made against the Property which remain unpaid and Seller has no knowledge and has received no notice of any proposed assessment for public improvements. If, in fact, there are any amounts due for assessments, then Seller shall be responsible for paying such assessments in full prior to Closing.

(i) There are no outstanding uncured notices issued by any municipal or other governmental authority, or by any insurance carrier which has issued a policy with respect to the Property requiring or calling attention to the need for any work, repairs, construction or installation on, about, or in connection with the Property.

(j) During Seller's ownership of the Property, Seller has not (i) installed any underground or above-ground storage tanks on, under, or near the Property; (ii) violated any Environmental Law (as defined below) other than violations related to contamination caused by historic operations of the manufactured gas plant formerly located on the Property; (iii) released or disposed of any Hazardous Materials (as defined below) or toxic wastes on, under, or near the Property; or (iv) used any portion of the Property as a landfill, dump, waste deposit site, firing range, or other use pursuant to which material quantities of trash, waste, dangerous materials, or materials not native to the Property are or were placed, stored, disposed of, or otherwise located on the Property. "**Hazardous Materials**" means any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, special waste, solid waste, asbestos, radioactive materials, polychlorinated biphenyls, petroleum or petroleum-derived substance or waste and any other pollutant, material, substance or waste regulated under or as defined by any Environmental Laws. "**Environmental Laws**" means all present and future federal, state and local laws, statutes, regulations, rules, ordinances and common law, and all judgments, decrees, orders, agreements or permits, issued, promulgated, approved or entered thereunder by any government authority relating to pollution or Hazardous Materials or protection of human health or the environment, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended. Seller has complied with its obligations described in Section 12(b).

(k) There are no (i) condemnation(s) affecting the Property; (ii) actions, suits or proceedings pending or threatened against the Property; or (iii) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property.

(l) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(m) Seller is not a "foreign person" within the meaning of the Internal Revenue Code, as amended, Sections 1445 and 7701 or the regulations promulgated thereunder. Further, neither Seller nor any of its affiliates, partners, members, shareholders or other equity owners, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (the "**OFAC**"), of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(n) All representations and warranties made by Seller in this Agreement (i) are true and correct as of the Agreement Date, (ii) shall be true and correct as of the Closing Date, and (iii) shall survive the Closing for a period of thirty-six months.

Seller acknowledges that no investigation of the Property by Buyer prior to Closing will modify, affect or diminish Seller's representations and warranties in this Agreement. Seller shall promptly notify Buyer of any matter which affects the accuracy of any representation and warranty under this Section 15.

Section 16. Applicable Law and Venue: This Agreement shall be construed under and in accordance with the laws of the state of Tennessee, and any action arising out of this Agreement shall be brought in a court of competent jurisdiction in Davidson County, Tennessee.

Section 17. Assignment and Successors: Buyer shall have the absolute right and authority to assign this Agreement and all of its interest hereunder without Seller's consent. Seller may not assign this Agreement or any of its interest hereunder without Buyer's consent, which consent may be withheld in Buyer's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

Section 18. Time: Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday shall automatically extend to the next business day.

Section 19. Construction of Terms: Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

Section 20. Brokerage Commissions: Buyer and Seller each warrant to the other that no individual or representative of any brokerage firm has acted on its behalf pursuant to the Agreement or in connection with the sale and purchase of the Property. Each party hereto shall indemnify and hold harmless the other from and against any loss or liability by reason of the breach by the indemnifying party of the foregoing warranty and representation.

Section 21. Amendments: This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

Section 22. Severability: In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

Section 23. Counterparts: This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. An executed counterpart delivered by facsimile or e-mail constitutes an original.

Section 24. Indemnity and Release: Buyer shall indemnify Seller from all liability for remediating or contributing to the remediation of the contamination of the Property by Hazardous Materials directly caused by the operation of the former manufactured gas plant on the Property. Except for the foregoing indemnity, Seller voluntarily, knowingly, and unconditionally releases, waives and forever discharges Buyer, its affiliates, successors, and their respective officers, directors, and employees from all other claims, demands, costs, suits, losses, damages, causes of actions, and relief of every nature, whether known or unknown and whether in law or in equity, arising out of the contamination by Hazardous Materials directly caused by the operation of the former manufactured gas plant on the Property. The obligations of Buyer and Seller under this Section 24 shall survive the Closing.

Section 25. Right of First Refusal:

(a) Offer Procedures. If Buyer desires to enter into any transaction whereby it will sell all of its interest in the Land (the “**ROFR Interest**”) to any person or entity (a “**Transferee**”) other than any affiliate of Buyer, (a) Buyer shall provide Seller with a non-binding letter of intent or term sheet, which shall be expressly subject to this Right of First Refusal, between Buyer and the Transferee setting forth all of the terms and conditions governing such sale that Buyer is prepared to accept (which, at a minimum, shall state the offered purchase price, deposits, closing cost allocations and timing of the transaction) (an “**Offer**”), and (b) Seller shall have a right of first refusal (the “**Right of First Refusal**”) to acquire the ROFR Interest on the terms of the Offer. Promptly upon its receipt of an Offer, Buyer shall provide such Offer to Seller. Seller shall have 15 days from its receipt of any Offer within which to exercise the Right of First Refusal. Under no circumstances shall Buyer be entitled to sell its fee interest in the Land to a third party without first having extended this Right of First Refusal to Seller, and any sale in contravention of this Section 25 shall be voidable at Seller’s election. In the event Seller does not notify Buyer in writing that it is exercising the Right of First Refusal within 15 days after its receipt of any Offer (the “**Seller Acceptance Notice**”), Buyer may proceed with the transfer of the ROFR Interest in accordance with the terms of such Offer and Section 25(c) below and Seller’s Right of First Refusal shall cease to apply thereafter with respect to such Offer. A transfer of the entirety of Buyer’s fee interest in the Land to an affiliate of Buyer will not entitle Seller to exercise the Right of First Refusal.

(b) Negotiation. If Seller exercises its Right of First Refusal hereunder, then Buyer, within ten (10) business days after receipt of the Seller Acceptance Notice, shall deliver to Seller a formal purchase and sale agreement consistent with the terms of the Offer and, thereafter, Buyer and Seller shall promptly and in good faith negotiate the terms and conditions of a final form of purchase and sale agreement. If Buyer and Seller, despite their good faith efforts, are unable to reach agreement on, and execute, a definitive form of a purchase and sale agreement within 15 days of Buyer’s delivery of a purchase and sale agreement following the delivery of a Seller Acceptance Notice, then Seller shall be deemed to have rejected the Offer and Buyer shall be free to proceed to sell the ROFR Interest in accordance with Section 25(c) below. In addition, if Seller shall fail to consummate its acquisition of the ROFR Interest in accordance with the terms of a definitive purchase and sale agreement that is executed between Buyer and Seller for any reason other than any default by Buyer, then Seller, for purposes of Section 25(c) below, shall be deemed to have rejected the Offer and Seller’s Right of First Refusal shall lapse and be of no further force and effect with respect to such Offer, and Buyer, without limiting any of its other rights or remedies resulting from such default, shall have the right to sell the ROFR Interest as set forth in Section 25(c) below.

(c) Substantial ROFR Deviation. In the event Seller fails to exercise the Right of First Refusal in connection with any Offer within the 15-day period, Buyer shall, as of the end of the 15-day period (or the earlier express waiver of such period by Seller in writing), be free thereafter to sell the ROFR Interest to such third-party buyer on substantially the same terms as those set forth in the Offer (provided that any reduction of the gross purchase price by more than five percent (5%) or any other substantial changes to the economic terms in the Offer [e.g., changes to the allocation of closing costs, extensions of time to transact or the incorporation of other non-customary terms] shall be deemed to be a substantial deviation from the Offer; said deviations, individually or collectively, a “**Substantial ROFR Deviation**”). If a Substantial ROFR Deviation arises in connection with any sale by Buyer of the ROFR Interest to a third-party buyer, or if Buyer has not succeeded in consummating the sale of the ROFR Interest to such third party on substantially the same terms as those contained in the Offer within 180 days after the time and date for the closing of such transaction as set forth in the Offer, Buyer shall once again comply with all of the provisions of this Section 25 prior to undertaking and completing a sale of Buyer’s fee interest in the Land as provided herein and shall once again provide to Seller the Right of First Refusal.

(d) Expiration of Right. If, after Seller waives, rejects or is deemed to have rejected the Right of First Refusal with respect to an Offer, Buyer conveys the ROFR Interest to a third-party buyer within 180 days after the time and date for the closing of such transaction as set forth in the Offer, then the Right of First Refusal shall be terminated and of no further force or effect. If Seller has not exercised the Right of First Refusal with respect to any Offer within fifteen (15) years from the Closing, the Right of First Refusal shall be terminated and of no further force or effect.

[Signatures attached on following page]

SELLER:

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

By: _____

Name: _____

Title: _____

BUYER:

PIEDMONT NATURAL GAS COMPANY, INC.

By:  _____

Name: Eric J Rouse

Title: Director, Land Services

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

Property Address: 800 2nd Avenue North, Nashville, Tennessee 37201

Davidson County, Tennessee Tax Parcel Identification Number 082-14-0-021.00

Land in Davidson County, Tennessee, being further described as follows:

Beginning at an iron rod in the South margin of Stockyard Street, formerly Whiteside Street, said rod being 34 feet east from the intersection of the East margin of Second Avenue North, formerly Market Street;

Thence, with the South margin of Stockyard Street, North 63 degrees 15 minutes 43 seconds East, a distance of 278.66 feet to an iron rod in the West margin of First Avenue North, formerly Front Street; thence, along the West margin of First Avenue North, South 26 degrees 31 minutes 11 seconds East, a distance of 630.00 feet to an iron rod;

Thence, South 63 degrees 15 minutes 43 seconds West, a distance of 310.26 feet to a spike in the East margin of Second Avenue North;

Thence, along the East margin of Second Avenue North, North 26 degrees 44 minutes 17 seconds West, a distance of 609.00 feet to an iron rod, being the corner of a small tract owned by Nashville Gas Company; thence, along the Nashville Gas Company boundary, North 63 degrees 15 minutes 43 seconds East, a distance of 34 feet to an iron rod;

Thence, continuing with the Nashville Gas Company boundary, North 26 degrees 44 minutes 17 seconds West, a distance of 21.00 feet to an iron rod, being the point of beginning, and containing 4.49 acres, more or less.

Being part of the property conveyed to The Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Piedmont Natural Gas Company, Inc., successor by merger, succession and acquisition to Tennessee Natural Resources, Inc., Nashville Gas Company and Nashville Gas and Heating Company, of record in Book 7913, page 174, as corrected by Deed of Correction, of record in Book 8398, page 819, Register's Office for Davidson County, Tennessee.