

AGREEMENT FOR PURCHASE AND SALE
AND
PARTICIPATION AGREEMENT

THIS AGREEMENT FOR PURCHASE AND SALE AND PARTICIPATION AGREEMENT (the "**Agreement**") is made and entered into as of the Effective Date, by and between **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (herein called "**Buyer**") and **PLAZA 2750, LLC** (herein called "**Seller**").

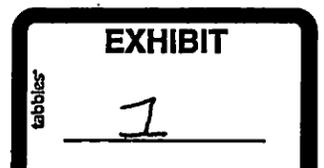
1. **Effective Date.** This Agreement shall become effective (the "**Effective Date**") only after its final approval by the Metropolitan Council and filing with the Metropolitan Clerk.

2. **Agreement for Sale.** In consideration of the sum of \$10.00 and other good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

(a) Seller agrees to sell to Buyer, and Buyer agrees to purchase, a portion of property owned by Seller and described on **Exhibit A** attached hereto (the "**Master Tract**"), consisting of approximately 1.75 acres identified on the drawing attached hereto as **Exhibit B** (the "**Library Tract**"), plus that portion of the Master Tract shown in red on **Exhibit B** attached hereto (the "**Holladay Dedication Areas**") (the Library Tract and the Holladay Dedication Area are referred to herein collectively as the "**Property**"). The Property includes area identified in light blue on **Exhibit B** as well as Seller's interest, if any, in and to that portion of the public right of way for Cliffdale Road which is proposed for abandonment as shown in lime green on **Exhibit B** (the "**Cliffdale ROW**"), less and except that portion of said right of way that is cross-hatched in blue thereon (the "**Excluded Cliffdale ROW**") (that portion of the Cliffdale ROW, other than the Excluded Cliffdale ROW, is referred to herein as the "**Included Cliffdale ROW**").

(b) Upon approval by the Metropolitan Planning Commission, Seller shall cause the Master Tract to be subdivided by recorded plat (the "**Plat**") such that (i) the Library Tract will be one legal parcel that is separate and apart from the remainder of the Master Tract, with the Cliffdale ROW being shown on the Plat as "Abandoned" based on the Abandonment Ordinance (as defined in Section 7(d) below).

(c) Prior to Closing, Seller shall tear down that portion of its building located within the Property boundaries, leaving the former building's slab on grade with existing asphalt improvements remaining on the Property. Seller shall not otherwise be required to alter or improve the Property prior to Closing and that the Property will be delivered in its AS-IS condition at Closing (except for building removal described above). Buyer acknowledges that the Property will not be delivered in a pad ready condition and that required utility service lines will not be installed.



3. Price. The purchase price (the "**Purchase Price**") for the Property and the Holladay Dedication Areas shall be \$23.00 per square foot (rounded to the nearest one hundredth) contained within the Property and the Holladay Dedication Areas resulting in an estimated Purchase Price of Two Million Three Hundred Ten Thousand Three Hundred Thirty-Five and No/100 Dollars (\$2,310,335.00). The foregoing price per acre is based on an Appraisal Report, dated May 12, 2017, prepared by Neiman-Ross Associates, Inc., for Steve Berry, Metro Director of Public Property. The exact acreage shall be determined by ALTA survey, based on final site plan and approved Plat. The Purchase Price for the Property shall be payable by wire transfer at Closing, in immediately available funds, subject to the pro rations provided herein.

4. Title. Seller shall provide to Buyer a commitment for an owner's title policy (the "**Title Commitment**"), issued by First American Title Insurance Company (the "**Title Company**"), to issue a title policy ("**Title Policy**") to Buyer insuring title to the Property consistent with the Title Commitment. Seller shall provide a copy of the Title Commitment and all recorded exceptions to title within fourteen (14) days after the Effective Date. Buyer may review and object to any title defects revealed by the Title Commitment by delivering written notice of objection not later than fifteen (15) business days after receipt of the Title Commitment. Buyer's failure to object in writing to matters shown on the Title Commitment within such fifteen (15) business day period shall constitute Buyer's approval of matters shown on the Title Commitment, except that it shall be a condition to Buyer's obligation to closing that the Property be conveyed free and clear of any liens that can be satisfied by the payment of money, with Buyer having the right to terminate this Agreement if the foregoing condition is not satisfied even if Buyer fails to timely object to such monetary lien. If Seller fails to satisfy or commit in writing to satisfy Buyer's written objections prior to the expiration of the Inspection Period (as defined in Section 6 below), Buyer may terminate this Agreement by written notice to Seller before the Inspection Period expires, in which event the parties shall be released from all liability hereunder except as set forth in Section 6 below. At Closing, Seller shall execute and deliver a customary ALTA Owner's Affidavit, a certified copy of the Charter of Seller, a current certificate of existence issued by the Tennessee Secretary of State and a certified resolution of Seller's members and such other documents as may be reasonably necessary to satisfy any requirements on Schedule B-1 of the Title Commitment relating to Seller's organization, existence, good standing and authority.

5. Representations and Covenant of Seller. Seller represents and warrants to Buyer that (i) Seller has the right, power and authority to enter into this Agreement and sell the Property to Buyer without joinder or consent by any other person; (ii) there is no litigation or proceeding pending, or to the best of Seller's knowledge, threatened, affecting Seller ability to perform under this Agreement or any part of the Property; and (iii) to Seller's actual knowledge, the Property complies with applicable environmental laws. As used herein, the term "actual knowledge" shall mean the current actual knowledge of Allen Arender and Benton Smothers without duty of inquiry or investigation.

6. Inspections.

(a) Buyer shall have the right to go upon the Property through Buyer's personnel, agents, engineers and contractors, as needed or desired to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of inspection of the Property, including examination of environmental matters and soil conditions; provided, that no invasive testing may be undertaken without Seller's

prior written consent and specific approval of scope of work. All inspections shall be coordinated with Seller at least 24 hours in advance with a representative of the Seller present if Seller desires and in a manner so as not to interfere with the rights or business of existing tenants of the Master Tract. To the extent permitted by the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*, Buyer shall be responsible for losses and liabilities for damage to property or personal or bodily injury arising from or attributable to the entry upon and inspection of the Property by Buyer or parties engaged by or on behalf of Buyer. This Section 6 shall survive the Closing and any termination of this Agreement.

(b) If Buyer is not satisfied, in its sole and absolute discretion, that the Property is suitable in all respects, and without the necessity of remediation of adverse environmental or other conditions, for Buyer's intended use, Buyer may terminate this Agreement by delivering written notice to Seller within seventy five (75) days after the Effective Date ("**Inspection Period**"). Buyer's failure to timely terminate this Agreement within the Inspection Period shall constitute Buyer's approval of the condition of the Property and a waiver of the termination right set forth in this Section 6(b).

7. Condition to Seller's Obligation to Close. Seller's obligation to proceed with Closing under this Agreement is conditioned upon satisfaction of each of the following conditions within 120 days after the Effective Date:

(a) The Redevelopment Plan for the Donelson Transit-Oriented Redevelopment Project with tax increment financing authority (the "**Redevelopment Plan**") proposed by the Metropolitan Development and Housing Agency ("**MDHA**") shall have been approved and become effective;

(b) MDHA and Seller shall have entered into a Development Agreement, on terms and conditions that are acceptable to MDHA and Seller whereby Seller agrees to (i) sell the Property to Buyer, and (ii) complete the Public Infrastructure (as defined in Section 8 below), and MDHA agrees to make proceeds of a increment financing loan in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) (a "**TIF Loan**") available to Seller to pay a portion of the cost of the Infrastructure Improvements. Any TIF Loan shall be arranged by Seller and secured by tax increment revenues generated by the Master Tract;

(c) Seller shall be satisfied, in its sole and absolute discretion, that the Public Infrastructure can be completed by Seller at a price that is acceptable to Seller, taking into account the Metro Participation and the projected amount of the net proceeds of the TIF Loan that will be available to fund a part of the cost of the Public Infrastructure;

(d) The Cliffdale ROW shall have been conditionally abandoned by Metro Ordinance (without retention of easements for any utilities), subject only to Seller's completion of the replacement right of way for Cliffdale Road as shown on **Exhibit B** (the "**Abandonment Ordinance**");

(e) Seller and Buyer shall have approved the form of the Declaration, as such term is defined Section 9 below; and

(f) Purchaser's Department of Public Works shall have approved the preliminary design and estimated budget for the Public Infrastructure ("**PI Budget**").

If any of the foregoing conditions is not satisfied by the date that is 120 days after the Effective Date, Seller may terminate this Agreement by delivering written notice of termination to Buyer in which event the parties shall be released from all liability hereunder except for those obligations that expressly survive termination of this Agreement. If all of the foregoing conditions have not been satisfied, Seller may extend the 120-day period for satisfaction of such conditions by not more than 30 days by delivering written notice of extension to Seller before such 120-day period expires. If Seller exercises such extension, the Outside Closing Date, as defined in Section, shall likewise be extended by 30 days.

8. Completion of Public Infrastructure/Buyer Participation.

(a) Seller will engage its architect or engineer to develop a set of construction plans and specifications for the certain public infrastructure (the "**Public Infrastructure**") generally shown on the "Donelson Plaza Master Plan" dated January 9, 2018, a copy of which is attached hereto as Exhibit C (the "**Master Plan**"). With Buyer's express approval, not to be unreasonably withheld, the Master Plan shall be subject to minor adjustments based on final due diligence, planning and engineering. The Master Plan shall be completed not later than 60 days after the Effective Date.

(b) Upon issuance of required permits for construction of the Public Infrastructure based on the Approved Plans, as defined below (the "**Required Permits**"), Seller shall promptly commence and diligently pursue and complete construction of the Public Infrastructure in accordance with final plans and specifications approved by the Metropolitan Department of Public Works as being consistent with the Master Plan, this Agreement and applicable standards for public roads of a similar nature (the "**Approved Plans**"). For a period of one year after Substantial Completion, Seller shall promptly repair any material defect in the Public Infrastructure upon written notice by Buyer.

(c) Seller shall retain a temporary construction easement on and over the Property for the benefit of Seller and its contractor(s) for the Public Improvements, as needed to complete construction of the Public Infrastructure and to correct any defects in construction required by this Agreement.

(d) As a condition to issuance of the Required Permits and prior to commencement of construction of the Public Infrastructure, Seller shall provide a payment and performance bond or bonds, in the full amount of the cost to complete the Public Infrastructure as set forth in final bids approved by Seller for the Public Infrastructure, issued by a surety authorized to do business in Tennessee, naming Buyer as obligee, and covering all of Seller's obligations under this Section 8. Seller's failure to timely comply with this Section 8(d) shall constitute a default under

this Agreement which shall, upon written notice to Seller, permit Buyer to (i) deny Seller and its contractors entry upon the Property, and (ii) terminate Buyer's obligation to pay the Metro Participation and shall permit MDHA to terminate its obligation to provide TIF Financing proceeds to fund part of the cost of the Public Infrastructure, unless and until such default is cured by Buyer.

(e) Seller shall complete the Public Infrastructure not later than the date (the "**Substantial Completion Date**") that is two hundred ten (210) days after issuance of the Required Permits. The Substantial Completion Date, which shall be subject to extensions for a period of time equal to any delay in completion caused as a result of Excusable Delay. As used herein, the term "**Excusable Delay**" shall mean any delay in performance under this Section due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, hurricane, tornado, flood, washout, explosion, unusually inclement weather as measured by Nashville weather records over the ten years preceding the Effective Date, moratorium or other unusual delay in obtaining necessary governmental inspections or approvals (with Seller using commercially reasonable efforts to obtain the same) or any other cause whatsoever beyond the reasonable control of Seller. Seller shall be responsible for provable costs incurred by Buyer on account of Seller's failure to complete the Public Infrastructure by the Substantial Completion Date, as it may be extended as provided in this paragraph.

(f) Buyer shall participate in the cost of designing and completing the Public Infrastructure by paying \$2,000,000 (the "**Metro Participation**") toward the cost of the Public Infrastructure. Payments shall be made to Seller in progress payments based on draw requests, submitted not more frequently than monthly, by Seller's contractor, as approved by Seller in writing. Seller's submission of a draw request shall be Seller's representation that the work for which payment is sought has been completed in full accordance with the plans. Buyer shall have the right to inspect the progress of construction and may withhold sums in the amount Buyer deems reasonably necessary to correct defects in construction of any portion of the Public Infrastructure. Buyer shall pay draw payments not later than 30 days after receipt of each draw request from Seller. Seller shall pay contractors and material suppliers within 30 days after receipt of payment from Buyer on account of work provided or material supplied by such contractor or material supplier. Seller shall not permit any portion of the Property or areas to be improved by the Public Infrastructure to be used as security for any debt and shall promptly cause the removal by bond or otherwise of any lien filed against the Property or other such areas. Within 90 days after completion of the Public Infrastructure, Seller shall provide Buyer a report of Seller's costs ("**PI Costs**") of completing the Public Infrastructure, certified by Seller and audited by an unrelated accountant. If Buyer has funded its \$2,000,000 share of PI Costs based upon contractor draw requests, invoices approved by Buyer and architect's certificates of payment, the forgoing audit requirement shall not apply.

Seller shall promptly and without demand refund to Metro the amount, if any, by which the Metro Participation exceeds the PI Costs.

(g) To the extent necessary to fully vest title to the Included ROW in Buyer and to vest title to the Excluded ROW in Seller after Closing upon conclusion of the abandonment of the Cliffdale ROW per the Abandonment Ordinance, Seller shall execute and deliver a recordable quit claim deed transferring Seller's interest in the Included Row to Buyer, and Buyer shall execute and deliver a recordable quit claim deed transferring Buyer's interest in the Excluded ROW to Seller.

9. Declaration of Easements, Covenants and Restrictions. At Closing, Seller shall execute and record, at Seller's expense, a Declaration of Easements, Covenants and Restrictions (the "**Declaration**") which shall provide for the following:

(a) Seller shall be the declarant under the Declaration (the "**Declarant**");

(b) For the twenty-year period following Closing, the Library Tract may only be used as a public library (a "**Public Library**"); provided that once a Public Library is opened on the Library Tract, the Library Tract may be used for any other public facility that allowed by the Property's zoning classification and to which Seller has consented, such consent not to be unreasonably withheld, including all uses that are or may become customary and incidental to a Public Library or other public facility contemplated by this paragraph;

(c) During the ten year period following Closing, Seller shall have a right of first refusal if Buyer proposes to sell the Property;

(d) Prior to commencement of construction of a Public Library, Buyer shall have provided to Seller the site plan and the exterior elevations of such Public Library and shall have considered in good faith Seller's comments with respect thereto. Buyer's proposed plan shall include the public plaza substantially as shown on Exhibit C attached hereto, without fencing, barriers or other restrictions of access to and from the remainder of the Master Tract (the "**Public Plaza**");

(e) Buyer shall endeavor in good faith to commence construction of the Public Library within 36 months after Substantial Completion of the Public Improvements and thereafter diligently pursue its completion. If Buyer shall fail to commence construction of a Public Library by the date that is thirty six (36) months after the date on which substantial completion of the Public Infrastructure occurs (as certified by the architect or engineer of record for the Public Infrastructure, Seller may require Buyer to convey the Library Tract back to Seller on a date specified by Seller by written notice delivered in exchange for Seller's payment to Buyer of an amount equal to the purchase price for the Library Tract. In such event (i) closing of the reconveyance shall occur not later than thirty (30) days after Buyer's receipt of Seller's written notice of its election to repurchase the Library Tract, (ii) Buyer shall convey the Library Tract to Seller by Special Warranty Deed subject only to taxes for the year in which Closing occurs and to those matters that encumbered the

Library Tract on the date of Seller's transfer of the Library Tract to Buyer, and (iii) Buyer shall pay all costs of closing, including title insurance premiums, escrow fees, excluding Seller's attorneys' fees. Furthermore, if Seller shall not elect to demand a reconveyance as provided herein, but Buyer shall transfer or sell the Library Tract to any person or party other than an affiliate, Buyer shall pay to Seller, and Seller shall be entitled to receive, an amount equal the value of consideration or payment received by Buyer in connection with such sale, less the purchase price paid by Buyer to Seller pursuant to this Agreement, less all out-of-pocket third party expenses incurred by Buyer in connection with its acquisition, ownership and development efforts related to the Property. Not later than five (5) business days after Seller's receipt of Buyer's written request accompanied by sufficient documentation to confirm that Buyer has timely commenced construction of the Public Library, Seller shall execute and deliver a recordable instrument in form reasonably satisfactory to Buyer releasing Seller's rights under this section;

(f) Seller shall create and declare the following perpetual non-exclusive easements:

(i) An easement for access and ingress/egress across the proposed driveway shown on Exhibit C located within the abandoned portion of Cliffdale ROW;

(ii) Easements for utility service lines and facilities (including drainage and detention, if applicable) that are necessary to serve improvements on the Master Tract, including the Property, at locations that are either identified and shown on the Plat or reasonably approved in writing by Buyer and Seller prior to Closing;

(iii) An easement for access and ingress/egress across the Property at the rear of the proposed Public Library building shown on Exhibit B and extending from the proposed new right of way for Cliffdale Drive; and

(iv) Pedestrian access over and across the Public Plaza to be constructed on the Property, without obstructions or access restrictions.

(g) Each owner of a parcel within the Master Tract shall be responsible for maintaining, repairing and replacing (i) access drives and right of way lighting located on its parcel, and (ii) any non-public utility service lines that exclusively serve its parcel but are located outside of its parcel;

(h) The Library Tract shall have sufficient self-contained parking to comply with applicable law and to serve all users of the proposed Public Library or other public facility approved by Seller in accordance with the Declaration, without utilizing parking located outside of the Library Tract;

(i) The Declaration shall not be changed without Buyer's consent, which, as to any change not materially impairing Buyer's rights and interests, shall not be unreasonably withheld;

(j) The Master Tract, including the Library Tract, shall be subject to all use restrictions set forth in the Redevelopment Plan for the duration of the Redevelopment Plan; and

(k) The covenants and restrictions in the Declaration shall run with the land and be binding upon Buyer and Seller and their successors and assigns.

10. Closing. Subject to satisfaction or written waiver of all conditions set forth herein, this transaction shall be closed on a date (the "Closing Date") that is thirty (30) days after the date the Buyer receives written notice from Seller that the conditions set forth in Section 7 above have been satisfied or waived (the "Outside Closing Date"). Closing shall be held on the Closing Date via escrow managed by the Title Company (the "Closing"). The conveyance of the Property shall be by Special Warranty Deed, subject only to the Declaration, matters shown on the Plat, and matters set forth in the Title Commitment, excluding monetary liens that Buyer has consented to in writing (the "Deed"). Seller shall execute and deliver to Buyer (i) the Deed, (ii) a Section 1445 Certificate confirming that no withholding will be required; (iii) the Declaration, and (iv) all documents that are reasonably required by the Title Company to issue its title policy in the form required by this Agreement, including an ALTA owner's affidavit that is reasonably satisfactory to Seller and the Title Company. At Closing, Buyer pay the Purchase Price to Seller, less any pro rations and deductions provided for herein, and shall execute and deliver all other documents that are reasonably required by the Title Company to issue its title policy in the form required by this Agreement

11. Closing Costs. Seller shall pay for the premium for the Title Policy in the amount of the Purchase Price, excluding endorsements and one-half of any escrow fees. Buyer shall pay for the cost of any endorsements to the Title Policy, the cost of any survey update obtained by Buyer, deed recording costs, and one-half of any escrow fees, filing fees and all other due diligence costs incurred by Buyer.

12. Commissions. The parties negotiated this Agreement via principals without involvement by any brokers. Accordingly, no commission shall be due or payable in connection with this transaction.

13. Notices. Any notices required or permitted herein shall be deemed effective upon deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, upon deposit with an overnight courier service such as Federal Express or Airborne Express, upon transmission by email or upon hand delivery, addressed as follows:

As to Buyer:

Metropolitan Government of Nashville and Davidson County

Physical Address:

Director of Law
Metropolitan Courthouse, Suite 108
Nashville, TN 37219

United States Postal Service Mailing Address:
P. O. Box 196300
Nashville, TN 37219-6300

As to Seller:

Plaza 2750, LLC
1508 Elm Hill Pike, Suite 100
Nashville, TN 37210
Attention: Allen Arender
Email: aarenders@holladayprop.com

With a copy to:

John R. Haynes, Esq.
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203
Email: jhaynes@bradley.com

or to such other address as may be furnished in writing by either party to the other.

14. AS-IS Sale.

(a) Upon the Closing, Buyer shall be deemed to have accepted the Property in its "as-is" condition as of the Closing Date. Buyer shall rely upon its own inspections of the Property and inspections performed on its behalf by its agents, consultants and advisers, and not upon any information provided by or on behalf of Seller. Buyer further agrees that it has conducted and/or will conduct its own investigation of all aspects of the Property, including, without limitation, zoning classification(s), restrictions and entitlements for the Property, soil conditions, development feasibility, the presence of toxic or hazardous materials on, under or around the Property and all other matters which in Buyer's judgment are necessary or advisable or might influence Buyer's investment decision or Buyer's willingness to enter into this Agreement and purchase the Property. Buyer further acknowledges that Seller would not execute this Agreement and enter into the transaction contemplated hereby except upon the foregoing basis.

(b) Except with respect to any claims arising out of any breach of covenants, representations or warranties set forth in this Agreement, and to the extent permitted by Tennessee law, Buyer, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its members, officers, consultants, agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which Buyer has or may have in the future, arising out of

the (i) inability of Buyer to use or develop the Property as Buyer desires, or (ii) the physical, environmental, economic or legal condition of the Property, including, without limitation, any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" 42 U.S.C. § 9601, et seq.) or any similar federal, state or local statute, rule or ordinance relating to liability of property owners for environmental matters. Buyer hereby specifically acknowledges that Buyer has carefully reviewed this subsection and that the provisions of this subsection are a material part of the Agreement.

(c) The provisions of this Section shall survive Closing.

15. Buyer Representation and Warranty. As of the Effective Date, Buyer represents and warrants to Seller that it has obtained all necessary consents and approvals required to enter into this Agreement and to pay the Metro Participation to Seller as and when provided herein. This representation and warranty shall survive Closing.

16. Successors and Assigns/Assignment. Buyer may not assign this Agreement without the prior written consent of Seller. Seller may not assign its rights under this Agreement unless (i) Buyer has approved any assignee who will assume responsibility for construction of the Public Infrastructure, such approval not to be unreasonably withheld, and (ii) such assignee has delivered a replacement payment and performance bond that complies with this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and permitted assigns.

17. Miscellaneous. This Agreement constitutes the final, complete and entire agreement between the parties and no modification hereof shall be binding unless signed by each party to this Agreement. The provisions of this Agreement shall survive the Closing. Time is of the essence in the performance of this Agreement. When a date specified herein falls upon a Saturday or Sunday, or an official holiday for Buyer, the following Monday or the next business day following such holiday shall be used for the purposes of this Agreement. The representations, promises, and inducements included in this Agreement shall be binding upon and inure to each of the parties hereto, their respective heirs, legal representatives, successors and assigns, it being expressly agreed and understood that Buyer may assign its interest in this Agreement. Upon such assignment and written assumption by the assignee, Buyer shall continue to be liable hereunder until released by Seller. This Agreement has been negotiated at arm's length and each party has had sufficient opportunity to obtain advice of counsel. Accordingly, no rule of construction shall be applied so as to construe this Agreement against Seller solely because Seller's counsel prepared this Agreement.

18. Counterparts. This Agreement or any amendments hereto may be executed simultaneously in two or more identical counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts hereof and amendments hereto may be executed and delivered via facsimile or by email. The parties agree to recognize electronic signatures.

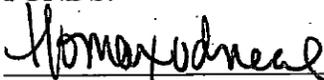
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by such party on the dates set forth below.

BUYER:

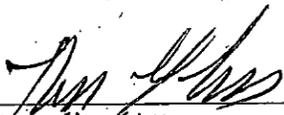
**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

By: 
Steve Berry, Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF
FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance *lw*

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

SELLER:

PLAZA 2750, LLC

By: 
Name: Allen Grader
Title: Vice President

EXHIBIT A
Description of Master Tract

Parcel I and Parcel II

Beginning at an iron rod situated in the westerly margin of Cliffdale Road, said point also being the southeast corner of the Malcolm L. and Rachel S. Barrett, Trustees property of record in Book 10103, Page 176, R.O.D.C., TN.;

Thence, along said road, S 03 deg 13 min 10 sec E, a distance of 119.25 feet to an iron rod;

Thence, along said road, S 40 deg 53 min 05 sec E, a distance of 156.42 feet to an iron rod;

Thence, along said road, along a curve to the left, having a central angle of 53 deg 46 min 20 sec, a radius of 36.10 feet, a tangent of 18.30 feet, a length of 33.88 feet and having a chord which bears S 13 deg 59 min 55 sec E, a distance of 32.65 feet to an iron rod;

Thence, along said road, S 12 deg 53 min 09 sec W, a distance of 3.96 feet to an iron rod;

Thence, along said road, S 12 deg 38 min 29 sec W, a distance of 343.82 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 84 deg 01 min 00 sec a radius of 25.00 feet, a tangent of 22.52 feet, a length of 36.66 feet and having a chord which bears S 54 deg 38 min 59 sec W, a distance of 33.46 feet to an iron rod situated in the northerly margin of Old Lebanon Pike;

Thence, along said road, N 83 deg 20 min 31 sec W, a distance of 580.22 feet to an iron rod;

Thence, along said road, along a curve to the left having a central angle of 03 deg 32 min 06 sec, radius of 2075.21 feet, a tangent of 64.04 feet, a length of 128.04 feet, and having a chord which bears N 85 deg 06 min 34 sec W, a distance of 128.02 feet to an iron rod situated in the easterly margin of Roberts Drive;

Thence, along said road, N 06 deg 16 min 44 sec E, a distance of 429.38 feet to an iron rod;

Thence, N 89 deg 41 min 21 sec E, a distance of 195.14 feet to an iron rod; Thence N 89 deg 39 min 15 sec E, a distance of 172.13 feet to an iron rod; Thence, N 06 deg 08 min 04 sec E, a distance of 96.24 feet to an iron rod;

Thence, S 87 deg 27 min 41 sec E, a distance of 26.61 feet to an iron rod;

Thence, N 83 deg 46 min 19 sec E, a distance of 240.63 feet to the point of beginning.

Parcel III

Beginning at an iron rod situated in the westerly margin of Benson Road, said point along being in the northerly margin of Old Lebanon Pike;

Thence, along said Old Lebanon Pike, along a curve to the left, having a central angle of 32 deg 06 min 00 sec, a radius of 401.02 feet, a tangent of 115.37 feet, a length of 224.67 feet and having a chord which bears N 67 deg 17 min 31 sec W, a distance of 221.74 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 95 deg 58 min 59 sec, a radius of 25.00 feet, a tangent of 27.76 feet, a length of 41.88 feet and having a chord which bears N 35 deg 21 min 01 sec W, a distance of 37.15 feet to an iron rod situated in the easterly margin of Cliffdale Road;

Thence, along said road, N 12 deg 38 min 52 sec E, a distance of 337.95 feet to an iron rod;

Thence, leaving said road, S 82 deg 18 min 52 sec E, a distance of 121.94 feet to an iron rod;

Thence, N 13 deg 23 min 53 sec E, a distance of 25.13 feet to an iron rod; Thence, S 59 deg 30 min 35 sec E, a distance of 183.63 feet to an iron rod;

Thence, S 19 deg 01 min 09 sec W, a distance of 72.78 feet to an iron rod situated in the westerly margin of Benson Road;

Thence, along said road, along a curve to the left, having a central angle of 21 deg 56 min 37 sec, a radius of 222.63 feet, a tangent of 43.16 feet, a length of 85.26 feet and having a chord which bears S 28 deg 30 min 32 sec W, a distance of 81.74 feet to an iron rod;

Thence, along said road, S 17 deg 32 min 13 sec W, a distance of 227.94 feet to the point of beginning.

