

**PARTICIPATION AGREEMENT
PUBLIC INFRASTRUCTURE IMPROVEMENT CONSTRUCTION
(NASHVILLE YARDS)**

THIS AGREEMENT is entered into by and between Uptown Property Holdings, LLC, a Delaware limited liability company (hereinafter known as “Nashville Yards”) and The Metropolitan Government of Nashville and Davidson County, acting through the Metropolitan Department of Public Works and Department of Water Services (hereinafter collectively referred to as “Metro”) with respect to the design and construction of certain public infrastructure improvements involving the Nashville Yards project (located, in part, at the former LifeWay campus), a mixed-use development extending from Broadway on the south to the north of Church Street.

WHEREAS, the Nashville Yards project is a multiphase Class A and creative office, retail, hospitality, entertainment, and residential project expected to comprise in excess of 3.5 million square feet of new construction and rehabilitated buildings with access, connectivity, and visibility throughout the Central Business District;

WHEREAS, the Nashville Yards project recently purchased approximately 1.3 acres of land adjacent to the site and to Broadway from CSX Transportation, Inc. which will be developed into an urban park and open green space and, upon completion, conveyed to the Land Trust for Tennessee, Inc., pursuant to a Conservation Easement, to provide the downtown urban neighborhood with permanent, open, green space and views;

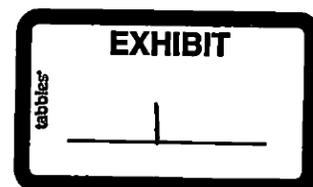
WHEREAS, the Nashville Yards project is expected to include various points of public and community connectivity, including a boardwalk from Church Street to Broadway;

WHEREAS, the Nashville Yards project includes the Frost Building, located at 161 Rosa L. Parks Boulevard, which [i] Nashville Yards has agreed to designate as a local Historic Landmark and ensure that the Frost Building is protected, preserved, restored and retains its current standing in the National Historic Registry; [ii] accordingly, on May 16, 2018, the Metropolitan Nashville Historic Zoning Commission designated the Frost Building as a local Historic Landmark; and [iii] Nashville Yards will file an application regarding such designation with the Metropolitan Nashville Planning Department;

WHEREAS, both Nashville Yards and Metro desire to work together to provide for the construction of certain public infrastructure improvements as currently planned, estimated and set forth on Exhibit A (the “Infrastructure”);

WHEREAS, the estimated cost to build the Infrastructure is expected be in excess of \$79,000,000, inclusive of all phases;

WHEREAS, the Infrastructure includes various components requested by Metro that would allow for greater connectivity, traffic control and additional infrastructure and utility capacity throughout the area;



WHEREAS, Metro has agreed to reimburse Nashville Yards for certain of the Infrastructure, as more particularly set forth on Exhibit B, in an amount not to exceed \$15,250,000. All other costs for the Infrastructure, and any amount in excess of \$15,250,000 for the Work (as defined herein), shall be paid by Nashville Yards;

WHEREAS, the completion of the Infrastructure and the provision of such public infrastructure improvements will benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

WHEREAS, the parties agree to work together to provide such public infrastructure improvements.

NOW, THEREFORE, NASHVILLE YARDS AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK

As a part of the Infrastructure, and as more particularly set forth on Exhibit A, Nashville Yards has agreed to undertake the following scope of public infrastructure improvements and as more particularly set forth on Exhibit B: [i] environmental clean-up in public right of way; [ii] traffic signalization throughout the project; [iii] street and sidewalk work at 10th Avenue, 9th Avenue, Church Street, 8th Avenue and Commerce Street; and [iv] separation of certain water and sewer utilities and related utility infrastructure and upgrades (collectively the "Work").

II. TERMS AND CONDITIONS

- A. Nashville Yards has completed the engineering drawings for the Work.
- B. Nashville Yards shall let one or more construction contracts for the Infrastructure, including the Work.
- C. Nashville Yards shall contemporaneously furnish separate performance and payment bonds for all Work to Metro. Each bond shall set forth a penal sum in an amount no less than the full contract sum for the Work. In the event that the cost of the Work is adjusted by change orders approved by Metro, the penal sum of both the performance bonds and the payment bond shall be deemed adjusted by the like amount. The performance bond and payment bond shall be in a form suitable to Metro and shall be executed by a surety, or sureties, licensed to do business in Tennessee and reasonably acceptable to Metro. Bonds shall be accompanied by a power of attorney indicating the person executing the bond is doing so on behalf of the surety.
- D. Nashville Yards shall cause the Work to be performed in accordance with the engineering plans, as approved by Metro, and the terms of this Agreement.
- E. Nashville Yards will regularly provide Metro with reports regarding the construction and installation of the Work.

F. Metro will regularly inspect the progress of the construction and installation of the Work.

G. Upon the completion of the construction and installation of the Work, Nashville Yards will convey ownership of the signalization, streets, sidewalks and water utilities to Metro at no cost, and Metro will be responsible for ongoing operation and maintenance.

III. PAYMENT

A. Metro's reimbursement payments shall be used for: [i] construction of the Work; [ii] design and project management costs associated with the Work; and [iii] inspection expenses and other miscellaneous costs associated with the Work.

B. Metro will compensate Nashville Yards for acceptably performed services done in accordance with the plans and invoiced by Nashville Yards. Nashville Yards shall invoice Metro no more frequently than once a month for performed services. Invoices shall be accompanied with necessary supporting documentation and a written certification from the engineer for the overall project confirming that the Work described in the accompanying invoices was performed in accordance with the plans and in accordance with the Agreement. Notwithstanding such, Metro's obligations hereunder may be paid over multi-year period not to exceed four years and the reimbursement payments shall not exceed \$6,000,000 in any one fiscal year.

C. Nashville Yards anticipates that the cost of the Work, as set forth on Exhibit B, will be approximately \$16,693,699. Notwithstanding such, Metro's reimbursement obligation shall not exceed \$15,250,000.

D. The parties acknowledge that Metro's funds are conditioned upon approval of the Ordinance by Metro Council. Metro agrees that any such Ordinance will provide that it can be amended via resolution.

IV. MISCELLANEOUS

A. This Agreement may be modified, altered, amended, canceled or terminated only by the written agreement of the parties hereto.

B. Any amendment to this Agreement may be approved via resolution of Council.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns. Venue for all matters arising under this Agreement shall be in the courts of Davidson County, Tennessee, and the parties hereto hereby consent to the jurisdiction of such courts for any such legal proceedings.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

METRO:

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Recommended by:

Steve Berg
Director, Public Property Administration

NASHVILLE YARDS:

**UPTOWN PROPERTY HOLDINGS, LLC,
a Delaware limited liability company**

By: Wm V. [Signature]
Name: Cory Mack
Title: Authorized Representative

Approved as to Funding Availability:

[Signature]
Director, Department of Finance

Approved as to Form and Legality:

[Signature]
Metropolitan Attorney

Exhibit A
Infrastructure

	<u>Estimated & Rounded Cost</u>
A. Demolition	9,400,000
B. Environmental	
1) Environmental clean-up - estimate to remove and dispose of or encapsulate materials within the public right of way.	TBD
C. Parks and Green Space	9,250,000
1) CSX Railroad Park	
a) Land purchase	
b) Environmental clean-up - estimate to test, remove and dispose of or encapsulate materials.	
c) Development	
d) Design fees - including architecture, landscape architecture, structural engineering and MEP	
2) TDOT Railroad Park - Under Broadway	
a) Environmental clean-up - remove and dispose of or encapsulate materials	
b) Development	
c) Design fees - including architecture, landscape architecture, structural engineering and MEP	
D. Site Lighting	400,000
E. Pedestrian/Biking Connectivity	7,950,000
1) Boardwalk from Broadway to Church Street - Includes structure, slab waterproofing, pedestal pavers, decorative cable railings and lighting, soffit treatment on ceiling.	
2) CSX Railroad Park between Parcels 2 & 3 - Includes raised concrete paver system, architectural ceiling features, glass railings, stairs and lighting.	
3) Escalators/connectivity between upper 10th, lower 10th and pedestrian boardwalk	
F. Structural Streets / Plazas	25,000,000
1) Upper 10th - South of Church St. Intersection - Includes new elevated traffic rated structure, paver surfacing, landscaping, site furnishings underside column treatment, lighting, and light wells.	
2) Upper 10th - North of Church St. Intersection - Includes new elevated traffic rated structure, paver surfacing, landscaping, site furnishings underside column treatment, lighting, light wells and enhanced landscape screening.	
3) Parcel 9 Plaza - New elevated traffic rated structure including paver surfacing, landscaping, site furnishings, underside column treatment and	

lighting, including public pedestrian space.

- 4) Church St. & bridge modifications (along Parcel 3)
- 5) Church St. & bridge modifications (along YMCA and Parcel 9)

G. Traffic Signalization 1,870,000

- 1) New construction at Upper 10th and Church
- 2) Modifications at Commerce and 9th
- 3) Modifications at 10th & Broadway across to Frist
- 4) New construction at Commerce & Lower 10th

H. Streets [hardscape, landscape, paving] 2,400,000

- 1) Lower 10th from Broadway to Church Street
- 2) Lower 10th (along Parcel 9 from Commerce to Church)
- 3) 9th Avenue (Church to Commerce)
- 4) Upper Church Street (Parcel 3 & 4)
- 5) Upper Church Street (Parcel 9 & YMCA)
- 6) Under Church Street
- 7) Rosa Parks Blvd. (8th Ave. in front of Frost Building and Parcel 7)
- 8) Commerce St. between 9th & 10th

I. Utilities 13,200,000

- 1) Jones Brothers - traffic control/demo/permits, etc.
- 2) NES - duct work and man holes to relocate overhead power lines to underground
- 3) Combination storm/sewer separation - new storm sewer construction within 10th Ave., Commerce and 9th Ave. along with the construction of new sewer line.
- 4) Water lines upgrades
- 5) Communication duct bank
- 6) Gas line extension within 10th Ave. – installation of a gas main within 10th Ave. from the Church Street bridge to Broadway.
- 7) Temporary power

J. Other Costs 10,000,000

- 1) Permits/fees
- 2) Civil engineering
- 3) MEP
- 4) Traffic consultant
- 5) Project controls (excludes demolition)
- 6) Project/construction management
- 7) Contingency reserve

Grand Total

\$ 79,470,000

All costs are rounded and estimated, based on current information and specifications.

Exhibit B
Work

Environment Clean-Up (Right of Way)	TBD
Streets and Sidewalks	
8th Avenue	\$61,363
9th Avenue	\$245,451
10th Avenue	\$1,227,253
Church Street	\$460,220
Commerce Street	\$398,858
Traffic Signalization	\$1,867,754
Utilities	
Traffic Control and Utility Demolition	\$1,690,000
Storm/Water Separation	\$4,716,504
Water Line Upgrades	\$1,975,213
Communication Duct Bank	\$2,019,732
Temporary Power	\$1,086,425
Other	
Project Construction Management	\$944,926
Total	\$16,693,699

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made by and between Uptown Property Holdings, LLC, a Delaware limited liability company ("Uptown") and the Metropolitan Government of Nashville and Davidson County ("Metro").

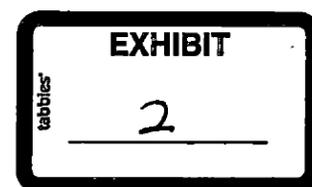
RECITALS

- A. Metro is the owner and/or licensee from the Tennessee Department of Transportation of certain real property located in Nashville, Tennessee under Broadway at 10th Avenue and more specifically depicted in Exhibit A ("Under Broadway Property");
- B. The current status of the Under Broadway Property is shown in Exhibit B;
- C. Uptown is developing the Nashville Yards project, which is a multiphase Class A and creative office, retail, hospitality, entertainment, and residential project expected to comprise in excess of 3.5 million square feet of new construction and rehabilitated buildings with access, connectivity, and visibility throughout the Central Business District;
- D. Nashville Yards includes approximately 1.3 acres of land purchased from CSX Transportation, Inc. that will be developed into an urban park and open green space;
- E. Uptown desires a license to clean-up, recapture, access and make use of the Under Broadway Property and to provide general connectivity between Nashville Yards and areas south of Broadway; and
- F. Metro is willing to grant the license, subject to the terms and conditions of this Agreement.

THEREFORE, in consideration of the Recitals (which are incorporated into and are part of this agreement), and the covenants and agreements hereafter set forth, and other good and valuable consideration, the receipt of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENTS

1. **Grant of License.** To the extent of its interest by ownership or licensure, Metro hereby exclusively grants to Uptown a license ("License") for the term of this Agreement to enter upon the Under Broadway Property and across the License Area for the purpose of performing the Authorized Activities defined in Section 3 of this Agreement. Notwithstanding anything to the contrary, the License granted herein shall be subject to any access requirements and restrictions imposed on the Under Broadway Property by the Tennessee Department of Transportation. Furthermore, Uptown acknowledges that it is accepting the Under Broadway Property from Metro in its "as is" condition without any representation or warranty from Licensor, including, without limitation, any warranty regarding habitation or fitness for any particular purpose or ownership or control.



2. **Term.** The Term of the Agreement shall be 20 years and shall renew automatically for terms (each a "Renewal Term") of five years each unless written notice of nonrenewal is given by Metro at least 180 days prior to the expiration of the Term or any Renewal Term. The Agreement shall continue in full force and effect until terminated in accordance with this Agreement or by Uptown upon thirty days' notice to Metro. The parties agree that this Agreement shall terminate in the event of the termination of Metro's ownership or licensure interest under which this License is granted.

3. **Authorized Activities.** The License is granted for the following activities and for no other purposes:

- a) **Access and Use.** For the benefit of Uptown and its employees, contractors, permittees and invitees, the right to use the Under Broadway Property for recreation space, food and beverage uses, seating, events and any other lawful purpose and the right of access to the Under Broadway Property for such use.
- b) **Improvements.** The right to make improvements ("Improvements") within the Under Broadway Property consistent with the purposes of this Agreement and subject to Metro's permission, which shall not be unreasonably withheld.

4. **Conditions of Use.** In connection with the performance of the Authorized Activities, Uptown agrees to each of the following terms and conditions:

- a) **Metro Approval of Improvements.** Uptown shall not construct any Improvements absent prior approval by Metro. Such approval shall not be unreasonably denied.
- b) **Protection of Under Broadway Property.** Uptown shall take commercially reasonable precautions to protect the Under Broadway Property from damage attributable to the Authorized Activities.
- c) **Maintenance of Under Broadway Property.** Uptown shall keep the Under Broadway Property reasonably free of trash and other debris and shall routinely inspect the Improvements, and perform any necessary maintenance.
- d) **Waiver.** All work performed in conjunction with this Agreement, and all entry upon the Under Broadway Property in connection with such work or otherwise pursuant to this Agreement, shall be at Uptown's risk, cost and expense.
- e) **Compliance with Governmental Requirements.** Uptown shall cause all Authorized Activities to be conducted in compliance with all applicable local, state and federal laws, regulations, ordinances, codes and requirements. Uptown is responsible for obtaining any required permits or approvals for the Authorized Activities. All persons who enter upon the Under Broadway Property pursuant to this License do so at their own risk and must comply with any and all instructions and directions from Uptown or its authorized representatives.

- f) **Safety.** Uptown shall not permit a condition to be created in connection with the Authorized Activities which are unreasonably dangerous or which creates an attractive nuisance.
- g) **No Nuisances or Hazardous Materials.** Uptown shall not bring to or upon the Under Broadway Property, or cause to be brought to or upon the Under Broadway Property, any objectionable noises, odors or nuisances or any pollutants, contaminants, or hazardous wastes or like substances as defined by federal or state law, excepting only those substances which may be reasonable and customary for the purpose of performing the Authorized Activities and which do not pose a material risk of loss or casualty by way of pollution or contamination of the Under Broadway Property.

If Uptown at any time breaches any of the provisions of this Section 4, Metro may notify Uptown of such breach in writing. If such breach is not cured within one hundred eighty (180) days following the delivery of such notice to Uptown, Metro may terminate the License.

5. **Restoration of Under Broadway Property.** Upon the expiration of the term of this Agreement or upon earlier termination of the License, Uptown shall cause the cessation of all Authorized Activities upon the Under Broadway Property and Uptown shall restore, at its sole cost and expense, the Under Broadway Property to the condition that existed prior to the commencement of the Authorized Activities.

6. **Insurance.** Prior to the start of the term, Uptown shall, at its sole expense, obtain and maintain in full force and effect for the duration of the License and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

- a) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form, Liquor Liability Insurance, and Professional Liability Insurance, each form with a limit of not less than one million (\$1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in the Agreement or be no less than two times the occurrence limit. If coverage is written on a claims-made form, (1) the "retro date" must be shown and must be before the date of the first use day; (2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after termination of the contract; (3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, Uptown must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of the contract.

Uptown shall provide its certificates of insurance to this License to the Metro Director of Insurance and Safety. Such insurance shall contain or be endorsed to

contain a provision that includes Uptown, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of Uptown's use of the Under Broadway Property. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

- b) Metro is a metropolitan form of government as set out under the Governmental Tort Liability Act in Tennessee Code Annotated § 29-20-101, et seq., and as such has its liability defined by law. The Metropolitan Government of Nashville and Davidson County carries no liability insurance; however, it is self-insured in an adequately funded Self Insurance Program, up to the limits as set out in the statute. This self-insurance is for the benefit of Metro only and provides no indemnification for any other entity whatsoever.

7. **Waiver of Liability.** UPTOWN ACKNOWLEDGES AND AGREES THAT METRO SHALL NOT BE RESPONSIBLE OR LIABLE FOR DEATH OR INJURIES TO PERSONS OR DAMAGE TO OR THEFT OF PROPERTY ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE PROPERTY BY UPTOWN FOR THE PERMITTED USE. METRO HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

8. **Indemnification.** Uptown agrees to indemnify, defend and hold harmless Metro, its agents, officers, employees, representatives and members, from and against any and all claims, liability, loss, property damage, personal injury or death, interest, judgments, liens, costs and expenses that arise out of, or are incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against Metro relating to the Under Broadway Property.

9. **Miscellaneous.**

- a) **Notices.** All notices, terminations, demands, acceptances and approvals required or permitted under this Agreement (collectively, the "Notices") must be in writing and must be delivered personally, or by telephone facsimile (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below). Notices shall be effective upon receipt if delivered personally or by telephone facsimile, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail, if mailed. The initial addresses of the parties shall be

If to Metro:

Metropolitan Government of Nashville
and Davidson County, Tennessee
c/o Director of Public Property Administration
Public Works Department
750 S 5th Street
Nashville, Tennessee 37219

with a copy to:

Director of Law
Metropolitan Court House, Suite 108
P.O. Box 196300
Nashville, Tennessee 37219
and Davidson County, Tennessee

If to Uptown, to:

Uptown Property Holdings, LLC
c/o Southwest Value Partners
12790 El Camino Road, Suite 150
San Diego, California 92130
Attention: Cary Mack

- b) **Entire Agreement.** This instrument constitutes the entire agreement between the parties, respecting this License. The Agreement cannot be amended except in writing executed by all parties.
- c) **Binding Effect.** Subject to the foregoing, this Agreement will inure to the benefit of and bind the respective successors, heirs, personal representatives and permitted assigns of the parties hereto. Uptown shall have the right to transfer or assign its rights under this License, in whole or in part, to any private party or entity without approval of Metro, including without limitation to any lot owners association which may be formed by Uptown in connection with Nashville Yards.
- d) **No Construction Against the Drafting Party.** Uptown and Metro acknowledge that each of them and their respective counsel have had an opportunity to review and negotiate the terms of this Agreement and that this Agreement will not be construed against Uptown merely because Uptown has prepared it.
- e) **Counterparts; Captions.** This Agreement may be signed in two or more counterparts, all of which, taken together, shall constitute one original. The Captions set forth herein are for convenience only and are not part of the Agreement.
- f) **Governing Law.** This Agreement shall be construed under the laws of the State of Tennessee, and any suit must be filed in the State of Tennessee.

- g) **Authorizations.** Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, this License has been duly executed by Metro and Uptown as of the ___ day of _____, 201__.

UPTOWN:

UPTOWN PROPERTY HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Cary Mark
Title: Authorized Representative

METRO:

METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY

By: 
Director, Public Property Administration

Approved as to Form and Legality:

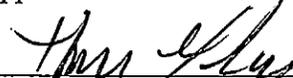

Metropolitan Attorney

Exhibit B
[Under Broadway Current]



This Instrument prepared by and after recording return to:

Christopher J. Raybeck, Esq.
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219-1778

QUITCLAIM DEED

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County, Tennessee 1 Public Square Nashville, Tennessee 37201	A portion of Map and Parcel Numbers:	Same as Owner

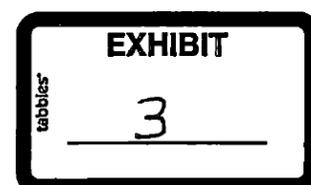
FOR AND IN CONSIDERATION OF ONE DOLLAR (\$1.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **UPTOWN PROPERTY HOLDINGS LLC, a Delaware limited liability company** ("Grantor") has bargained and sold, and by these presents hereby quitclaims unto **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee (the "Property") more particularly described on Exhibit "A" and depicted on Exhibit "B", both attached hereto and incorporated herein.

This is unimproved property known as a portion of 10th Avenue North.

The Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the Property.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature page follows]



[Signature page to Quitclaim Deed]

In witness whereof, Grantor has caused this instrument to be dated and effective this
_____ day of _____, 2018.

GRANTOR:

**UPTOWN PROPERTY HOLDINGS LLC,
a Delaware limited liability company**

By: *[Signature]*

Name: *Cary Mack*

Title: *Authorized Representative*

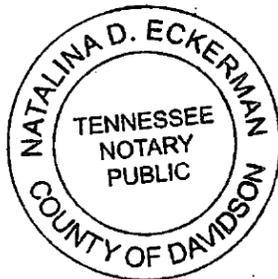
STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Cary Mack, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of UPTOWN PROPERTY HOLDINGS LLC, the within named bargainer, a Tennessee limited liability company, and that as such President executed the foregoing instrument for the purposes therein contained, by signing the name of UPTOWN PROPERTY HOLDINGS LLC by himself as such President.

Witness my hand and official seal at office, this 14 day of November, 2018.

Natalina D. Eckerman
Notary Public

My Commission Expires: 9-6-22



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing transfer is exempt from payment of recordation tax pursuant to Tenn. Code Ann. § 67-4-409(f)(1).

Affiant

Subscribed and sworn to before me,
this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

BEING A RIGHT OF WAY (R/W) DEDICATION IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 343.00 AS SHOWN ON DAVIDSON COUNTY PROPERTY TAX MAP NUMBER 93-09. BEING BOUNDED ON THE NORTH AND EAST BY RIGHT-OF-WAY (R/W) OF PROPOSED 10TH AVENUE NORTH (PUBLIC R/W VARIES) NOW IN THE NAME OF THE TENNESSEE STATE BOARD OF REGENTS AS RECORDED IN BOOK 5630, PAGE 84 REGISTERS OFFICE DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.), ON THE EAST BY PROPOSED 10TH AVENUE NORTH NOW IN THE NAME OF METRO GOVERNMENT NE POWER BOARD AS RECORDED IN PLAT BOOK 57, PAGE 30 R.O.D.C.T. AND YMCA OF MIDDLE TENNESSEE AS RECORDED IN BOOK 4323, PAGE 361 RO.D.C.T. AND, ON THE WEST BY THE REMAINDER OF PARCEL 343.00, UPTOWN PROPERTY HOLDINGS LLC OF RECORD IN INSTRUMENT # 20151125-0119535 (R.O.D.C.T), ON THE SOUTH BY R/W OF CHURCH STREET (PUBLIC R/W VARIES). SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

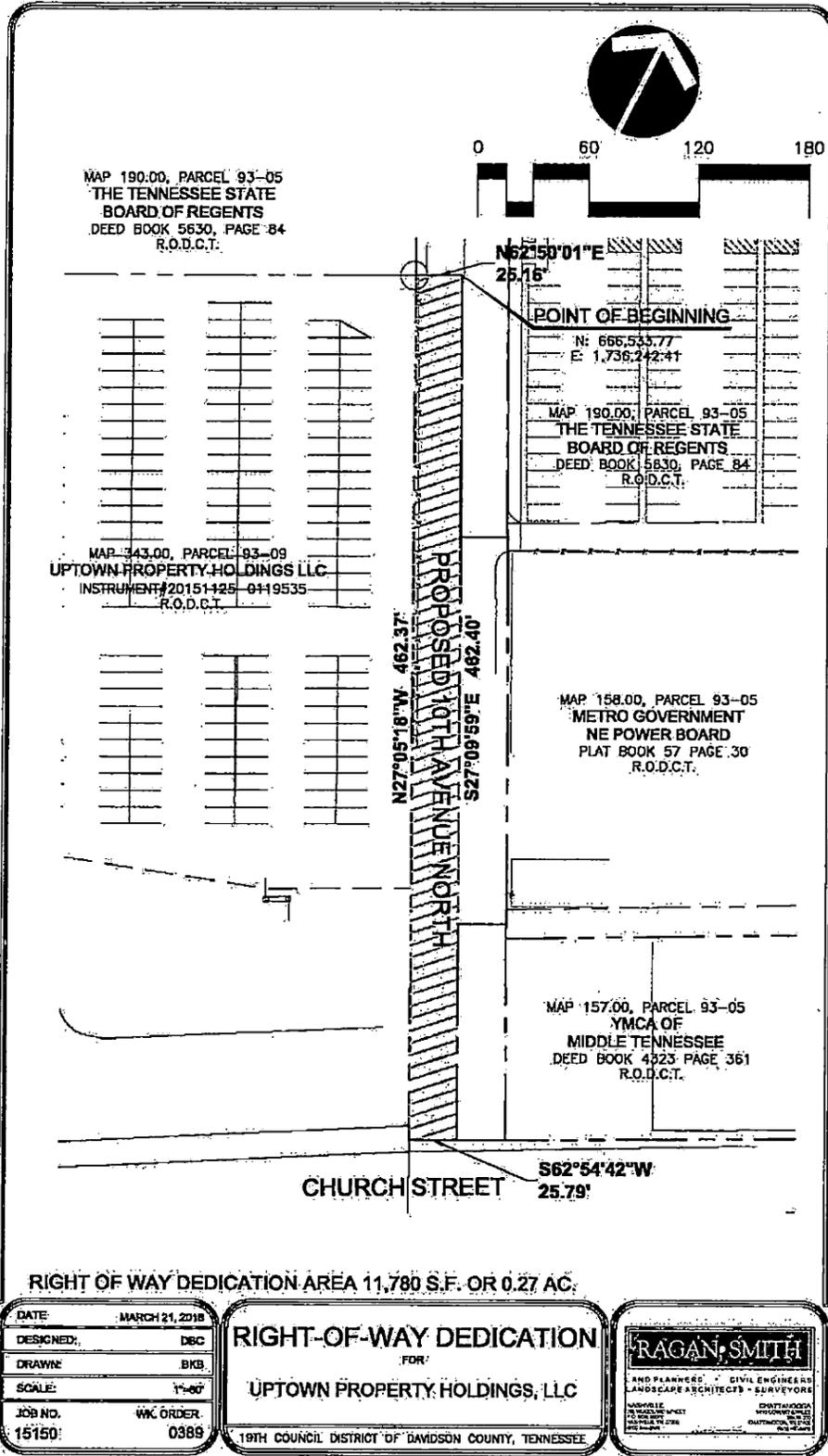
POINT OF BEGINNING BEING A POINT IN THE CENTER OF PROPOSED 10TH AVENUE NORTH BEING THE NORTHEAST CORNER OF THE SAID UPTOWN HOLDINGS PROPERTY AND THE NORTHEAST CORNER OF THE DEDICATION HEREIN DESCRIBED, HAVING A NORTHING OF 666,533.77 AND AN EASTING OF 1,736,242.41 (NAD83); THENCE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS EAST, 462.40 FEET TO A POINT; THENCE SOUTH 62 DEGREES 54 MINUTES 42 SECONDS WEST, 25.79 FEET TO A POINT; THENCE NORTH 27 DEGREES 05 MINUTES 18 SECONDS WEST, 462.37 FEET TO A POINT; THENCE NORTH 62 DEGREES 50 MINUTES 01 SECONDS EAST, 25.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,780 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

Being a portion of the same property conveyed to Uptown Property Holdings LLC, a Delaware limited liability company, from _____, by deed of record at Instrument No. _____, Register's Office of Davidson County, Tennessee.

EXHIBIT B

PROPERTY DEPICTION



This Instrument prepared by and after recording return to:

Peter Oldham
YMCA of Middle Tennessee
1000 Church Street
Nashville, TN 37203

QUITCLAIM DEED

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County, Tennessee 1 Public Square Nashville, Tennessee 37201	A portion of Map and Parcel Numbers: 09305015700	Same as Owner

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$1.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF MIDDLE TENNESSEE** ("Grantor") has bargained and sold, and by these presents hereby quitclaims unto **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, together with all appurtenances, privileges, and easements, (the "Property") more particularly described on Exhibit "A" and depicted on Exhibit "B", both attached hereto and incorporated herein.

This is unimproved property known as a portion of 10th Avenue North.

The Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the Property.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature page follows]

[Signature page to Quitclaim Deed]

In witness whereof, Grantor has caused this instrument to be dated and effective this 31st day of May, 2018.

GRANTOR:

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF MIDDLE TENNESSEE



By: Peter Oldham

Name: PETER OLDHAM

Title: Chief Administrative Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Peter Oldham, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Administrative Officer of the YOUNG MEN'S CHRISTIAN ASSOCIATION OF MIDDLE TENNESSEE, the within named bargainer, and that as such officer executed the foregoing instrument for the purposes therein contained, by signing the name of the YOUNG MEN'S CHRISTIAN ASSOCIATION OF MIDDLE TENNESSEE by himself as such officer.

Witness my hand and official seal at office, this 31st day of May, 2018.

My Commission Expires:

Notary Public
Ruth Ann Cox

MY COMMISSION EXPIRES MARCH 8, 2021

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing transfer is exempt from payment of recordation tax pursuant to Tenn. Code Ann. § 67-4-409(f)(1).

Affiant

Subscribed and sworn to before me,
this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A
PROPERTY DESCRIPTION

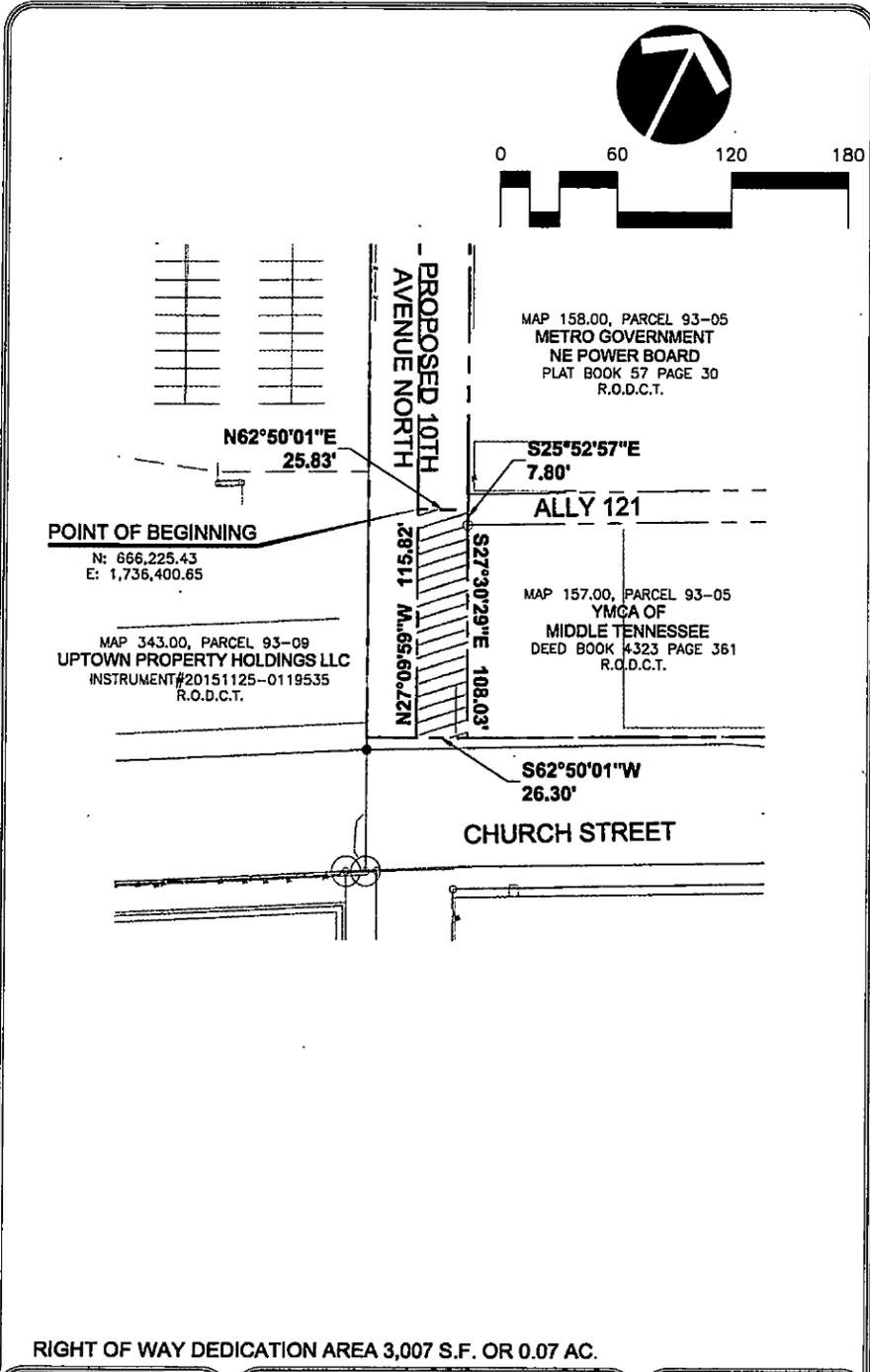
BEING A RIGHT OF WAY (R/W) DEDICATION IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 157.00 AS SHOWN ON DAVIDSON COUNTY PROPERTY TAX MAP NUMBER 93-05. BEING BOUNDED ON THE NORTH BY PROPOSED RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES) NOW IN THE NAME OF METRO GOVERNMENT NE POWER BOARD AS RECORDED IN PLAT BOOK 57, PAGE 30 REGISTERS OFFICE DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.) AND PUBLIC RIGHT-OF-WAY (R/W) OF ALLEY #121, ON THE EAST BY THE REMAINDER OF PARCEL 157.00, YMCA OF MIDDLE TENNESSEE OF RECORD IN DEED BOOK 4323, PAGE 361 (R.O.D.C.T.), ON THE SOUTH BY R/W OF CHURCH STREET (PUBLIC R/W VARIES) AND ON THE WEST BY PROPOSED R/W OF 10TH AVENUE NORTH NOW IN THE NAME OF UPTOWN PROPERTY HOLDINGS, LLC AS RECORDED IN INSTRUMENT #20151125-0119535 R.O.D.C.T. SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE CENTER OF PROPOSED 10TH AVENUE NORTH AND THE CENTER OF ALLEY 121 BEING THE NORTHWEST CORNER OF THE SAID YMCA PROPERTY AND THE NORTHWEST CORNER OF THE DEDICATION HEREIN DESCRIBED, HAVING A NORTHING OF 666,225.43 AND AN EASTING OF 1,736,400.65 (NAD83); THENCE NORTH 62 DEGREES 50 MINUTES 01 SECONDS EAST, 25.83 FEET TO A POINT; THENCE SOUTH 25 DEGREES 52 MINUTES 57 SECONDS EAST, 7.80 FEET TO A POINT; THENCE SOUTH 27 DEGREES 30 MINUTES 29 SECONDS EAST, 180.03 FEET TO A POINT; THENCE SOUTH 62 DEGREES 50 MINUTES 01 SECONDS WEST, 26.30 FEET TO A POINT IN THE CENTER OF PROPOSED 10TH AVENUE; THENCE WITH PROPOSED 10TH AVENUE NORTH 27 DEGREES 09 MINUTES 59 SECONDS WEST, 115.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,007 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

EXHIBIT B

PROPERTY DEPICTION



RIGHT OF WAY DEDICATION AREA 3,007 S.F. OR 0.07 AC.

DATE	MARCH 21, 2018
DESIGNED:	DBC
DRAWN:	BKB
SCALE:	1"=60'
JOB NO.	WK. ORDER
15150	0389

RIGHT-OF-WAY DEDICATION
 FOR
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF MIDDLE TENNESSEE
 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE

RAGAN SMITH
 LAND PLANNERS • CIVIL ENGINEERS
 LANDSCAPE ARCHITECTS • SURVEYORS

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 LICENSE NO. 2226
 EXP. 12/31/2020

REGISTERED PROFESSIONAL SURVEYOR
 LICENSE NO. 1477-02
 EXP. 12/31/2020

017110783.1 5

Address New Owner:	Map and Parcel:	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County, Tennessee 1 Public Square Nashville, Tennessee 37201	A portion of Map and Parcel Numbers: 09305013200 09305401900	The Metropolitan Government of Nashville and Davidson County, Tennessee 1 Public Square Nashville, Tennessee 37201
This instrument prepared by: State of Tennessee, Department of General Services, 312 Rosa L. Parks Avenue, 24 th Floor, Nashville, Tennessee 37243		

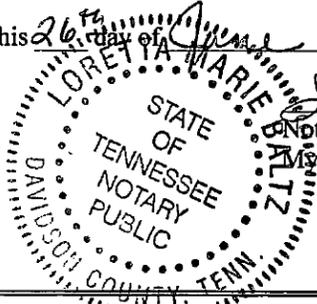
QUITCLAIM DEED
Trans # 18-05-003

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$1.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE STATE OF TENNESSEE on behalf of the TENNESSEE STATE BOARD OF REGENTS** ("Grantor") has bargained and sold, and by these presents hereby quitclaims unto **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, together with all appurtenances, privileges, and easements, (the "Property") more particularly described on Exhibit "A" and depicted on Exhibit "B", both attached hereto and incorporated herein.

This is unimproved property known as a portion of 10th Avenue North.

The Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the Property. Additionally, Grantor reserves unto itself an easement with the right to construct a sky bridge or aerial walkway across a portion of the Property to provide connectivity between real property owned by Grantor on either side of the Property. Any such use of the Property shall be subject to and not interfere with Grantee's use of the Property as a public right of way and further shall comply with Grantee's regulations then in force with respect to safety, vertical clearances and the like.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

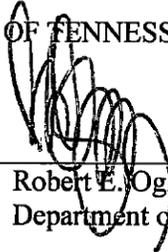
STATE OF TENNESSEE COUNTY OF <u>Davidson</u>
The actual consideration for this transfer is \$ <u>0.00</u>
 Affiant
Subscribed and sworn to before me this <u>26th</u> day of <u>June</u> , 2018.
 Loreta Marie Baltz Notary Public My Commission Expires: <u>March 3, 2020</u>

IN WITNESS WHEREOF, the Grantor has executed this Deed this 12th day of July, 2018.

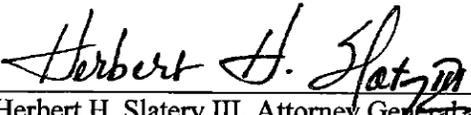
GRANTOR:

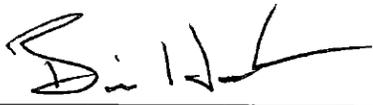
STATE OF TENNESSEE

By:


Robert E. Oglesby, Commissioner
Department of General Services

APPROVED:

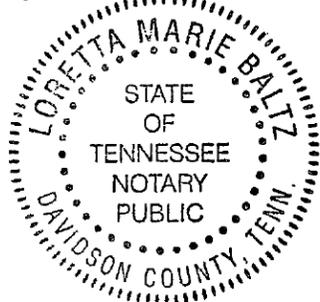

Herbert H. Slatery III, Attorney General and
Reporter

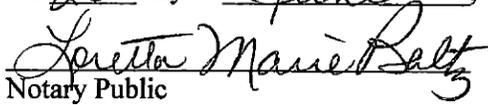

Bill Haslam, Governor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public for Davidson County, **Robert E. Oglesby**, Commissioner of the Department of General Services of the State of Tennessee, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Commissioner of the Department of General Services, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office this the 26th day of June, 2018.




Notary Public

My Commission Expires: March 3, 2020

EXHIBIT A
PROPERTY DESCRIPTION

BEING A RIGHT OF WAY (R/W) DEDICATION FOR 10TH AVENUE NORTH IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 132.00 AND 190.00 AS SHOWN ON DAVIDSON COUNTY PROPERTY TAX MAP NUMBER 93-05. BEING BOUNDED ON THE NORTH BY RIGHT-OF-WAY (R/W) OF CHARLOTTE AVENUE (PUBLIC R/W VARIES), ON THE SOUTH BY THE PROPOSED R/W OF 10TH AVENUE NORTH NOW IN THE NAME OF METRO GOVERNMENT NE POWER BOARD AS RECORDED IN PLAT BOOK 57, PAGE 30 REGISTERS OFFICE DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.) AND UPTOWN PROPERTY HOLDINGS, LLC AS RECORDED IN INSTRUMENT # 20151125-0119535 R.O.D.C.T.; AND ON THE EAST AND WEST BY THE REMAINDER OF PARCEL 132.00 AND 190.00, THE TENNESSEE STATE BOARD OF REGENTS OF RECORD IN DEED BOOK 5830, PAGE 84 R.O.D.C.T., SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

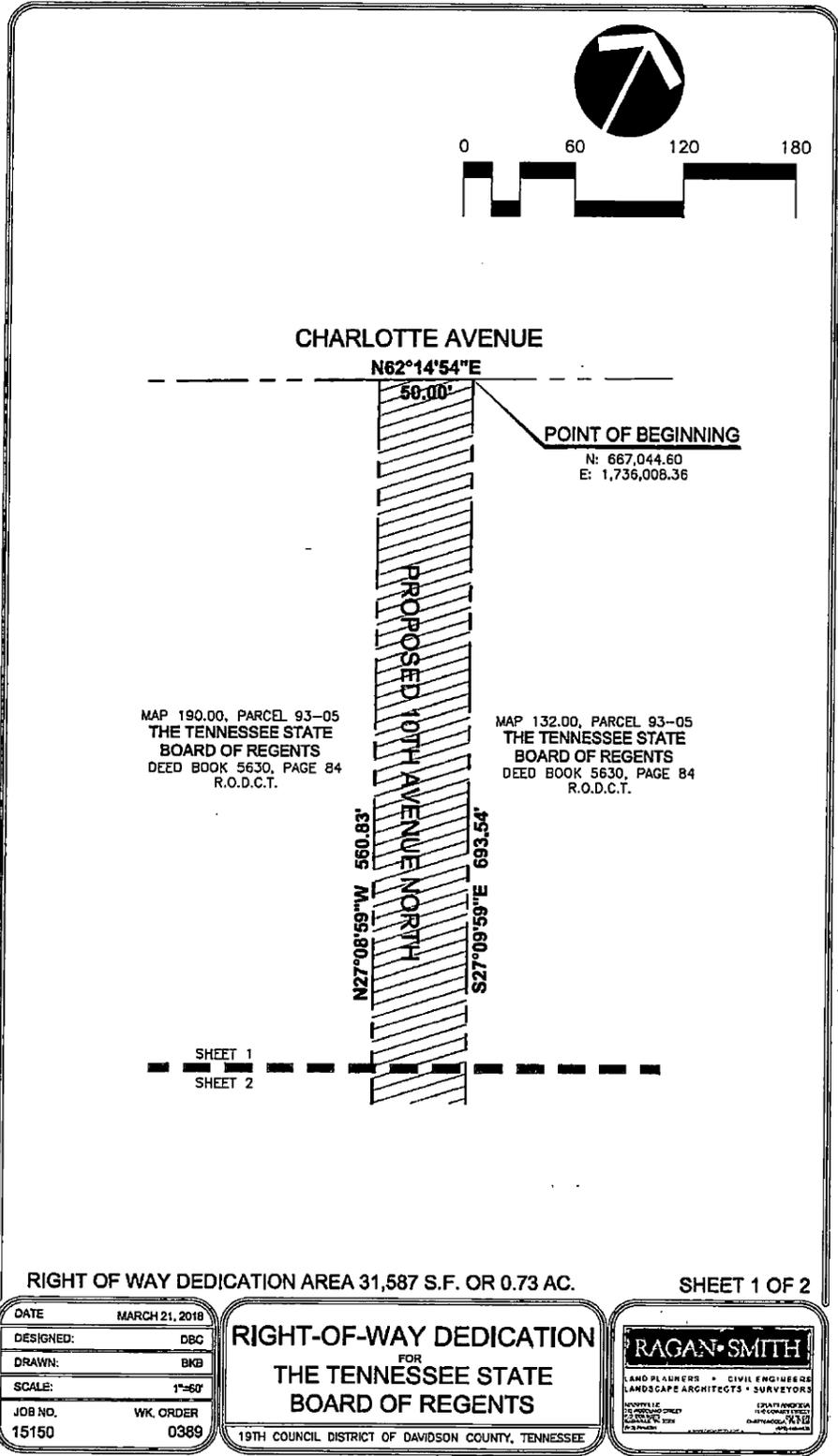
POINT OF BEGINNING BEING A POINT IN THE SOUTHERLY R/W OF CHARLOTTE AVENUE BEING THE NORTHEAST CORNER OF THE DEDICATION HEREIN DESCRIBED, HAVING A NORTHING OF 667,044.60 AND AN EASTING OF 1,736,008.36 (NAD83); THENCE LEAVING CHARLOTTE AVENUE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS EAST, 693.54 FEET TO A POINT; THENCE SOUTH 29 DEGREES 28 MINUTES 39 SECONDS EAST 7.27 FEET TO THE CENTERLINE OF ALLEY #122; THENCE SOUTH 62 DEGREES 50 MINUTES 01 SECONDS WEST, 25.29 FEET TO A POINT; THENCE NORTH 27 DEGREES 09 MINUTES 59 SECONDS WEST, 139.47 FEET TO A POINT; THENCE SOUTH 62 DEGREES 50 MINUTES 01 SECONDS WEST, 25.16 FEET TO A POINT; THENCE NORTH 27 DEGREES 08 MINUTES 59 SECONDS WEST, 560.83 FEET TO A POINT IN THE SOUTHERLY R/W OF CHARLOTTE AVENUE; THENCE WITH CHARLOTTE AVENUE NORTH 62 DEGREES 14 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,587 SQUARE FEET OR 0.73 ACRES, MORE OR LESS.

Being a portion of the same property conveyed to the Board of Regents of the State University and Community College System from the University of Tennessee, by deed of record at Book 5630, Page 84, Register's Office of Davidson County, Tennessee.

EXHIBIT B

PROPERTY DEPICTION



04151100 (2018) - Survey of 10th Avenue North, 19th Council District, Davidson County, Tennessee.

RIGHT OF WAY DEDICATION AREA 31,587 S.F. OR 0.73 AC.

SHEET 1 OF 2

DATE	MARCH 21, 2018
DESIGNED:	DBC
DRAWN:	BKB
SCALE:	1"=50'
JOB NO.	WK ORDER
15150	0389

RIGHT-OF-WAY DEDICATION
 FOR
THE TENNESSEE STATE
BOARD OF REGENTS
 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE

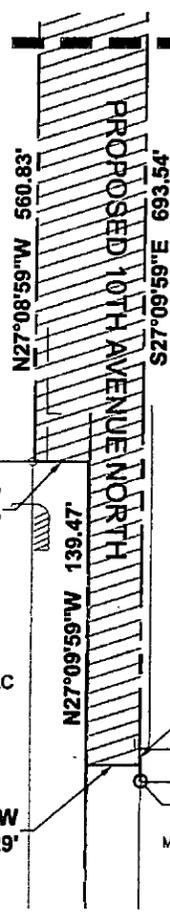
RAGAN SMITH
 LAND PLANNERS • CIVIL ENGINEERS
 LANDSCAPE ARCHITECTS • SURVEYORS
 MEMPHIS, TENNESSEE
 2018



SHEET 1
SHEET 2

MAP 190.00, PARCEL 93-05
THE TENNESSEE STATE
BOARD OF REGENTS
DEED BOOK 5630, PAGE 84
R.O.D.C.T.

MAP 132.00, PARCEL 93-05
THE TENNESSEE STATE
BOARD OF REGENTS
DEED BOOK 5630, PAGE 84
R.O.D.C.T.



MAP 343.00, PARCEL 93-09
UPTOWN PROPERTY HOLDINGS LLC
INSTRUMENT #20151125-0119535
R.O.D.C.T.

S29°28'39"E
7.27'
ALLEY 122
RRS (OLD)
MAP 158.00, PARCEL 93-05
METRO GOVERNMENT
NE POWER BOARD
PLAT BOOK 57 PAGE 30
R.O.D.C.T.

RIGHT OF WAY DEDICATION AREA 31,587 S.F. OR 0.73 AC.

SHEET 2 OF 2

DATE	MARCH 21, 2016
DESIGNED:	D8C
DRAWN:	BKB
SCALE:	1"=60'
JOB NO.	WK. ORDER
15150	0389

RIGHT-OF-WAY DEDICATION
FOR
**THE TENNESSEE STATE
BOARD OF REGENTS**
19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE

RAGAN-SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
MEMPHIS, TN • CHATTANOOGA, TN
100 HARRISON STREET • 116 SPANISH STREET
MEMPHIS, TN 38103 • CHATTANOOGA, TN 37402
(901) 525-1100 • (423) 263-4444

DWG:\PROJECTS\15150\15150-0389\15150-0389-02\15150-0389-02.dwg

This Instrument prepared by and after recording return to:

Laura Smith, Esq.
Vice President & General Counsel
Nashville Electric Service
1214 Church Street
Nashville, TN 37246

QUITCLAIM DEED

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County, Tennessee 1 Public Square Nashville, Tennessee 37201	A portion of Map and Parcel Numbers: 09305015800	Same as Owner

FOR AND IN CONSIDERATION OF ONE DOLLAR (\$1.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT** ("Grantor") has bargained and sold, and by these presents hereby quitclaims unto **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, together with all appurtenances, privileges, and easements, (the "Property") more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein.

This is unimproved property known as a portion of 10th Avenue North.

The Property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the Property.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

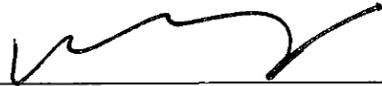
[Signature page follows]

[Signature page to Quitclaim Deed]

In witness whereof, Grantor has caused this instrument to be dated and effective this 24th day of October, 2018.

GRANTOR:

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE
ELECTRIC POWER BOARD OF SAID
GOVERNMENT**

By: 

Name: Robert R. Campbell, Jr.

Title: Vice Chair of the Board

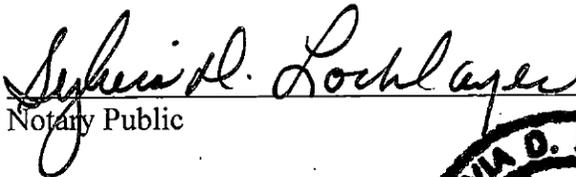
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared Robert R. Campbell, Jr., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Vice Chair of the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT, the within named bargainor, and that as such Vice Chair executed the foregoing instrument for the purposes therein contained, by signing the name of the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT by himself as such Vice Chair.

Witness my hand and official seal at office, this 24th day of October, 2018.

My Commission Expires:

May 6, 2019


Notary Public



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The foregoing transfer is exempt from payment of recordation tax pursuant to Tenn. Code Ann. § 67-4-409(f)(1).

Affiant

Subscribed and sworn to before me,
this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

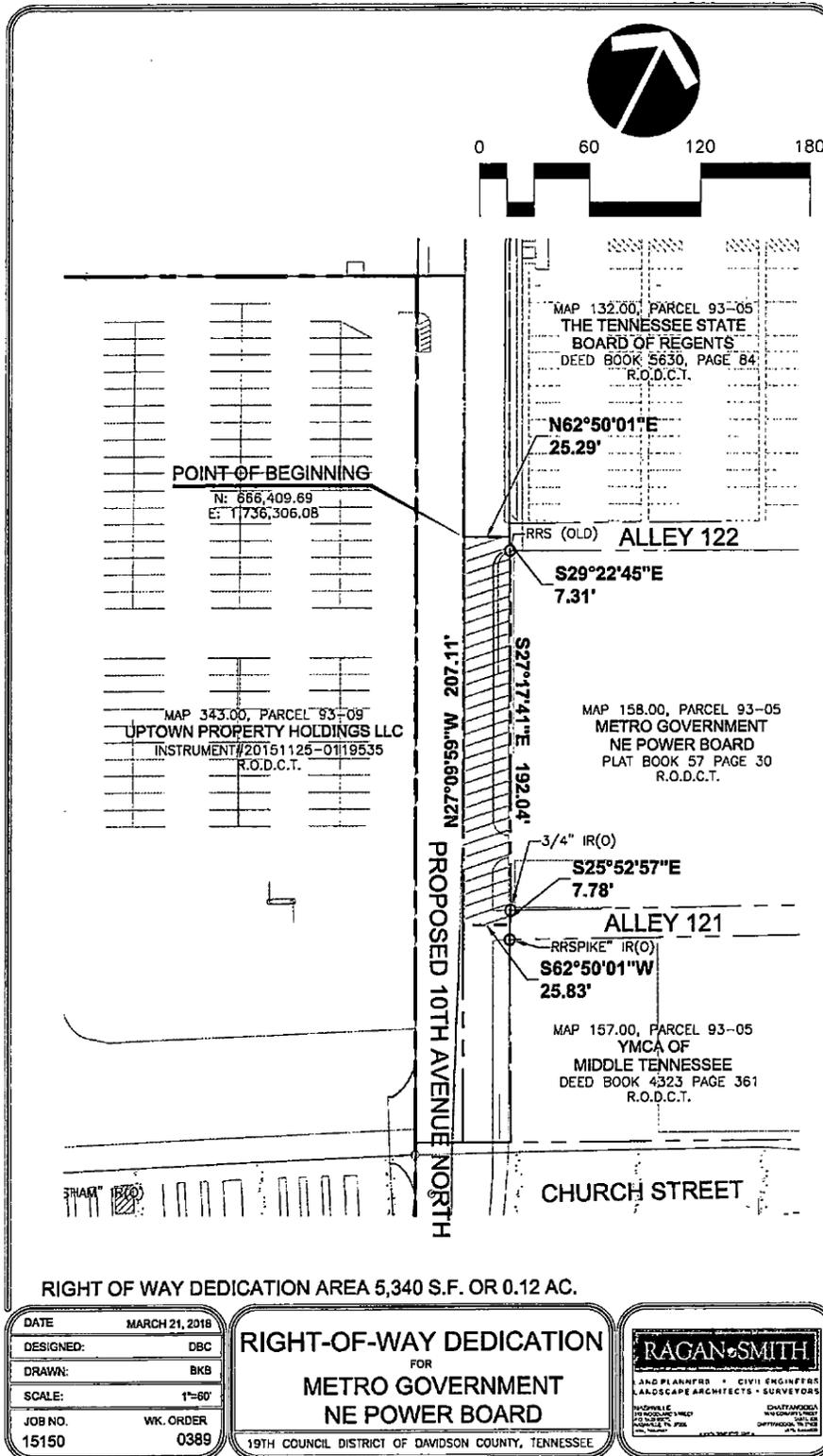
BEING A RIGHT OF WAY (R/W) DEDICATION IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING A PORTION OF PARCEL NUMBER 158.00 AS SHOWN ON DAVIDSON COUNTY PROPERTY TAX MAP NUMBER 93-05. BEING BOUNDED ON THE NORTH BY THE PROPOSED RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC R/W VARIES), NOW IN THE NAME OF THE TENNESSEE STATE BOARD OF REGENTS AS RECORDED IN BOOK 5630, PAGE 84 REGISTERS OFFICE DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.) AND THE PUBLIC R/W OF ALLEY #122, ON THE EAST BY THE REMAINDER OF PARCEL 158.00, METRO GOVERNMENT NE POWER BOARD OF RECORD IN PLAT BOOK 57, PAGE 30 R.O.D.C.T., ON THE SOUTH BY PROPOSED 10TH AVENUE NORTH NOW IN THE NAME OF YMCA OF MIDDLE TENNESSEE AS RECORDED BOOK 4323, PAGE 361 R.O.D.C.T AND THE PUBLIC R/W OF ALLEY #121 AND ON THE WEST BY SAID PROPOSED 10TH AVENUE NORTH NOW IN THE NAME OF UPTOWN HOLDINGS, LLC AS RECORDED IN INSTRUMENT #20151125-0119535 R.O.D.C.T. SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE CENTER OF PROPOSED 10TH AVENUE NORTH AND THE CENTER OF ALLY 122 BEING THE NORTHWEST CORNER OF THE SAID METRO GOVERNMENT PROPERTY AND THE NORTHWEST CORNER OF THE DEDICATION HEREIN DESCRIBED, HAVING A NORTHING OF 666,409.69 AND AN EASTING OF 1,736,306.08 (NAD83); THENCE NORTH 62 DEGREES 50 MINUTES 01 SECONDS EAST, 25.29 FEET TO A POINT; THENCE SOUTH 29 DEGREES 22 MINUTES 45 SECONDS EAST, 7.31 FEET TO A POINT; THENCE SOUTH 27 DEGREES 17 MINUTES 41 SECONDS EAST, 192.04 FEET TO A POINT; THENCE SOUTH 25 DEGREES 52 MINUTES 57 SECONDS EAST, 7.78 FEET TO A POINT IN THE CENTER OF ALLY 121, THENCE SOUTH 62 DEGREES 50 MNIUTES 01 SECONDS WEST, 25.83 FEET TO A POINT IN THE CENTER OF PROPOSED 10TH AVENUE; THENCE WITH PROPOSED 10TH AVENUE NORTH 27 DEGREES 09 MINUTES 59 SECONDS WEST, 207.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,340 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

EXHIBIT B

PROPERTY DEPICTION



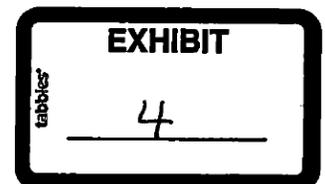
IRREVOCABLE EASEMENT AND MAINTENANCE AGREEMENT
(UPPER TENTH AVENUE, NASHVILLE, TENNESSEE)

THIS IRREVOCABLE EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this _____ day of _____, 201__ ("Agreement Date"), by **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (herein "**Metro Nashville**" or "**Grantor**") and **UPTOWN PROPERTY HOLDINGS, LLC**, a Delaware limited liability company and its successors and assigns (the "**Grantee**"). Grantor and Grantee are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the fee simple owner of that certain real property located in the City of Nashville, Davidson County, State of Tennessee, and more particularly described on Exhibit "A" attached hereto ("**Grantor's Property**"). Grantor's Property is currently improved with a publically dedicated thoroughfare designated by Metro Nashville as Tenth Avenue, comprising a two lane paved street, curbs, gutters, sidewalks and related peripheral improvements (collectively referred to as the "**Tenth Avenue Improvements**"). Grantor's Property and the Tenth Avenue Improvements are depicted upon the plat attached hereto as Exhibit "B".

B. As contemplated herein, Grantee intends to construct, own and operate a private roadway and pedestrian bridge to be created over and above and spanning Tenth Avenue and the Tenth Avenue Improvements, including, without limitation, all necessary related lateral, subjacent and above ground support and suspension, independent seismic support, stairs, elevator, landscaping and utilities and all such other property and improvements as Grantee shall determine (collectively the "**Upper Tenth Roadway Improvements**"). Grantee also intends to construct vehicular turnaround and related improvements (the "**Turnaround Improvements**") in order to allow vehicles to drop off passengers and to turn around to facilitate access to and from the Upper Tenth Roadway Improvements to Church Street and other public roadways. The Upper Tenth Roadway Improvements will be connected to and constructed upon Grantor's Property in the locations and subject to the restrictions and limitations as preliminarily depicted and described on the "**Exhibit Showing Upper Tenth Easements for Permanent Access and Temporary Construction**" which is attached hereto as Exhibit "C" and made a part hereof (the "**Easement Plat**"). The exact location, scope and design of the Upper Tenth Roadway Improvements will be set forth in the "Plans and Specifications" (hereinafter defined) as provided in this Agreement based upon the preliminary specifications of the Upper Tenth Roadway Improvements prepared by Grantee as set forth on Exhibit "C" and as shall otherwise be mutually approved by Grantor and Grantee.



C. Grantor, by and through the Director of Public Property Administration, desires to grant to Grantee certain irrevocable easements to facilitate the construction, ownership, maintenance and use by Grantee of the Upper Tenth Roadway Improvements in accordance with the terms and subject to the provisions set forth herein.

D. Grantee intends to further develop Grantee's adjacent real property located on the west side of Grantor's Property (collectively, "**Grantee's Property**") with additional improvements, which may include residential, office, hospitality, entertainment and commercial uses, together with surface and sub-surface parking and other incidental improvements and facilities in connection therewith ("**Grantee's Development Project**").

E. Grantor and Grantee intend, by this Agreement, to establish the following rights and easements over Grantor's Property in accordance with the terms and subject to the provisions set forth more fully herein:

(i) A temporary, non-exclusive construction easement, in favor of the Grantee, in, over, under, through and across certain portions of Grantor's Property in the locations depicted on the Easement Plat and legally described on Exhibit "D" attached hereto (the "**Temporary Construction Easement**") and all purposes incidental thereto;

(ii) A permanent, exclusive, irrevocable right-of-way and easement in favor of Grantee, in, over, under, through and across certain portions of Grantor's Property in the location depicted on the Easement Plat and legally described on Exhibit "E" attached hereto for the purpose of placement, ownership, use and maintenance of the Upper Tenth Roadway Improvements (and all related facilities) as hereinafter provided (the "**Upper Tenth Easement**"); the Upper Tenth Easement shall also include a permanent, exclusive and irrevocable right and easement in the airspace directly above the location depicted on the Easement Plat to accommodate building or other encroachments caused by or resulting from the construction, operation, and maintenance of Grantee's Development Project; and

(iii) A permanent, exclusive, irrevocable easement in favor of Grantee, in, over, under, through and across certain portions of Grantor's Property in the location depicted on the Easement Plat and legally described on Exhibit "F" attached hereto for the purpose of placement of the Turnaround Improvements providing vehicular ingress, egress and access to and from Church Street (and all related facilities as hereinafter provided (the "**Turnaround Easement**"; the Temporary Construction Easement, the Upper Tenth Easement and the Turnaround Easement collectively referred to as the "**Easements**").

F. Grantor and Grantee desire by this Agreement to: (1) set forth the terms and conditions for the construction, operation, maintenance, repair and replacement of the Upper Tenth Roadway Improvements and the Turnaround Improvements; and (2) set forth certain conditions precedent to the construction in the Upper Tenth Roadway Improvements by Grantee and use of the Turnaround Improvements in the Upper Tenth Easement; and (3) set forth certain restrictions and limitations regarding use of the Upper Tenth Roadway Improvements and the Turnaround Improvements, all as more fully set forth herein. The Easements shall be

nonterminable and shall burden Grantor's Property, shall be irrevocably binding upon its successors, grantees and assigns and shall run with Grantor's Property in perpetuity in accordance with the terms of this Agreement. Nothing in this Agreement shall be construed to limit the Grantor's exercise of any police power or authority to act in its governmental capacity in the public interest.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as though set forth fully herein. As used herein, the term "Easements" shall mean all temporary and permanent easements and rights created under this Agreement and the term "Easement" shall mean any easement or right created under this Agreement as the context may so require.

2. **Temporary Easements.**

(a) **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement and right-of-way for ingress, egress and access over, under, through and across the Temporary Construction Easement for the purposes of constructing and installing the portion of the Upper Tenth Roadway Improvements and the Turnaround Improvements to be located on Grantor's Property in the Upper Tenth Easement and Turnaround Easement.

(b) **Scope of Temporary Construction Easement.** The scope of the Temporary Construction Easement shall consist of vehicular and pedestrian ingress and egress for Grantee and any members, officers, directors, officials, employees, agents thereof, and its contractors and their respective subcontractors, vendors, suppliers and other representatives, guests, invitees and licensees thereof in, over, through and across the Temporary Construction Easement for the construction and installation of the Upper Tenth Roadway Improvements and the Turnaround Improvements, as applicable.

The scope of the Temporary Construction Easement shall, in addition to ingress, egress and access, include, the following: (i) the right to place tools, materials and equipment in, over, under, through and across the Temporary Construction Easement and to operate construction equipment, vehicles and machinery (such as construction cranes) in, over, under, through and across the Temporary Construction Easement for the purpose of installing permanently the portions of the Upper Tenth Roadway Improvements to be located in the Upper Tenth Easement and the portions of the Turnaround Improvements to be located in the Turnaround Easement; (ii) the right to remove approved portions of the Grantor's Property or improvements thereon which are located within the Temporary Construction Easement as provided in the approved "Plans and Specifications" (hereinafter defined) that are reasonably necessary for the construction of, and for the installation in or attachment to the Grantor's Property of, any connections, supports, suspensions or other improvements related to the Upper Tenth Roadway Improvements

and Turnaround Improvements provided that said portions so removed are replaced or restored to substantially the same or better condition following completion of construction of the Upper Tenth Roadway Improvements and Turnaround Improvements including, without limitation, replacement of any surface parking spaces (including grading, asphalt, lighting and striping) located outside the Upper Tenth Easement which are disturbed by construction of the Upper Tenth Roadway Improvements and Turnaround Improvements; and (iii) the right to bore, tunnel and excavate portions of the Grantor's Property that fall within the Temporary Construction Easement as required to construct the project support system for the Upper Tenth Roadway Improvements and Turnaround Improvements.

Grantor and Grantee intend that the scope of the Temporary Construction Easement shall be interpreted in a manner allowing all activity reasonably consistent with the initial construction and installation of the Upper Tenth Roadway Improvements and Turnaround Improvements as provided in the Plans and Specifications, provided that Grantee's use of the Temporary Construction Easement shall not unreasonably interfere with, or unnecessarily disrupt the existing uses of Grantor's Property outside of the Temporary Construction Easement. For such purposes, Grantor and Grantee shall cooperate, and shall cause their respective agents, employees, representatives, contractors and subcontractors to cooperate, to facilitate all construction activity on Grantor's Property to be conducted in a cooperative and coordinated manner so as not to prejudice either Party to this Agreement.

(c) **Duration of the Temporary Easement.** Grantee's right to use the Temporary Construction Easement to construct the Upper Tenth Roadway Improvements and Turnaround Improvements shall commence upon the Effective Date (as defined in Section 3) and shall terminate upon full completion of the portion of the Upper Tenth Roadway Improvements and the Turnaround to be located in the Upper Tenth Easement and Turnaround Easement.

(d) **Maintenance and Repair.** During the term of the Temporary Construction Easement, Grantee shall take all reasonable steps to protect and secure Grantor's Property in the proximity of any construction activities undertaken by Grantee, and Grantee shall have the obligation to cause the areas of the Temporary Construction Easement to be maintained, cleaned and repaired as reasonable and necessary at Grantee's sole cost and expense and monitored in a manner which will allow only authorized personnel onto the area of the Temporary Construction Easement.

At all times during construction of the Upper Tenth Roadway Improvements and Turnaround Improvements, the Temporary Construction Easement shall be fenced off and secured. In the event Grantee fails to perform such required maintenance and repair to the Temporary Construction Easement, Grantor shall have the right, but not the obligation, to cause such maintenance and repair to be performed and to recover reasonable expenses incurred by Grantor, together with interest and costs of recovery thereof. If such curative measures are taken, Grantee shall, within twenty-one (21) days after Grantee's receipt of Grantor's written demand therefor, reimburse Grantor for all reasonable costs and expenses incurred with respect to such curative action. In the event

that Grantee fails to make such reimbursement to Grantor within such twenty-one (21) day period, then in addition to the amount of such reimbursement, Grantee shall be obligated to pay Grantor interest on the outstanding amount of such reimbursement until such outstanding amount is paid in full, which interest shall be compounded monthly at a rate equal to the Interest Rate (defined below).

(e) **Restoration Upon Completion.** Upon termination of the Temporary Construction Easement, except to the extent otherwise set forth in the Plans and Specifications approved by Grantor, Grantee shall restore the area within the Temporary Construction Easement to substantially the same or better condition as existed prior to Grantee's construction activities in the Temporary Construction Easement including, without limitation replacing any parking areas disturbed by construction, replacement and reconnection of utilities and lighting, restriping parking spaces, replacement or signage, repair or replacement of curb-cuts, sidewalks and access and drive-through lanes, replacement of landscaping, replacement of equipment and machinery removed or damaged during construction and making such other repairs and replacements as shall be necessary to restore the area of the Temporary Construction Easement to their original pre-construction condition, all in accordance with applicable laws, ordinances and regulations.

(f) **Reasonable Limitations.** Notwithstanding any of the foregoing, use of the Temporary Construction Easement shall be subject to commercially reasonable rules, limitations, and conditions adopted by Grantor, from time to time, with respect to access to and use of facilities located on Grantor's Property including, without limitation, use of and payment for utilities, location of construction parking areas, safety rules and regulation, security procedures, storage of materials, equipment and supplies, noise and pollution abatement and the like; provided, however, that Grantee's use of the Temporary Construction Easement during normal business hours shall not be adversely or materially impacted, unless such is necessary due to required maintenance, repair, or safety issues or in the case of an emergency.

3. **Conditions Precedent/ Effective Date.**

(a) **Construction Conditions Precedent.** Grantor and Grantee agree that, subject only to sub-section (c) below, the easements created by this Agreement shall irrevocably vest in Grantee on the Agreement Date. Notwithstanding the foregoing grant of such easements, the following shall be conditions precedent to the right of Grantee to commence and complete construction of the Upper Tenth Roadway Improvements and Turnaround Improvements in the Upper Tenth Roadway Easement and Turnaround Easement as set forth in this Agreement ("**Construction Conditions Precedent**").

(i) Grantee shall deliver to Grantor plans and specifications for the construction and installation of the Upper Tenth Roadway Improvements and Turnaround Improvements ("**Plans and Specifications**") prepared by Grantee's architects and engineers, which Plans and Specifications shall be subject to Grantor's approval which shall not be unreasonably withheld, delayed or conditioned. Any material amendments to the Plans and Specifications for the

portion of the Upper Tenth Roadway Improvements and Turnaround Improvements located in the Upper Tenth Easement and Turnaround Easement shall also be subject to Grantor's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

(ii) Grantee shall deliver to Grantor copies of all permits, approvals, ordinances, resolutions and licenses required to commence construction of the Upper Tenth Roadway Improvements and Turnaround Improvements, including, without limitation, any easements required on any other servient estate, rights-of-way, permits, licenses or easements required to be obtained, any required approvals from any other property owners and all other permits from any Federal, State or other local governmental bodies or agencies required for construction and operation of the Upper Tenth Roadway Improvements and the Turnaround Improvements.

(b) **Effective and Governing Dates.** The date upon which the Construction Conditions Precedent as set forth in Section 3(a) hereof shall be satisfied (or deemed satisfied) shall be referred to herein as the "**Effective Date**". Grantor and Grantee shall acknowledge and agree upon the specific date constituting the Effective Date by written agreement executed and delivered by both Grantor and Grantee. Upon the Effective Date, subject to force majeure, Grantee shall have the right to commence and diligently proceed with construction of the Upper Tenth Roadway Improvements and Turnaround Improvements in accordance with the terms of this Agreement.

(c) **Termination of Easements.** In the event that the Construction Conditions Precedent set forth in (a) (i) and (ii) shall fail to be satisfied and Grantee shall have failed or be unable to commence construction of the Upper Tenth Roadway Improvements and Turnaround Improvements on or prior to a date which is five (5) years from the Agreement Date, subject to force majeure (the "**Outside Effective Date**"), Grantor shall have the right, upon written notice to Grantee (the "**Termination Notice**"), to elect to terminate this Agreement ("**Easement Termination**"). Grantor shall have the additional rights to terminate this Agreement by issuing a Termination Notice if Grantee, despite having commenced construction prior to the Outside Effective Date, fails to diligently pursue construction of the Upper Tenth Roadway Improvements to completion, provided, however, that such Termination Notice shall not be issued prior to the Outside Effective Date. Upon giving the Termination Notice and effective upon the Easement Termination, the Easements granted herein shall terminate and be of no further force and effect and Grantee's rights hereunder shall terminate. Grantor and Grantee shall cooperate and execute such documentation as is reasonable necessary, including an abrogation of the Easements, to remove this Agreement as an easement appurtenant to and binding upon Grantor's Property. In addition to the termination rights set forth above, Grantor shall have the right to terminate this Agreement if Grantee persistently fails to fulfill the material obligations assigned to Grantee under this Agreement and such failure continues for more than sixty (60) days after written notice from Grantor (except that such sixty (60) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default, if such default is capable of being cured, but cannot reasonably be cured within such period, provided Grantee commences action to

cure such default within such sixty (60) day period and thereafter pursues the same to completion with reasonable diligence).

4. **Upper Tenth Easement and Turnaround Easement.**

(a) **Grant of Easement.**

(i) Grantor hereby grants an exclusive irrevocable, permanent right-of-way easement over, across, through and under the Upper Tenth Easement for construction and maintenance of a private roadway providing vehicular, public pedestrian and bicycle ingress, egress and access in favor of Grantee and its guests and invitees and for the purpose of placement, ownership, maintenance, repair and replacement, use and operation of the Upper Tenth Roadway Improvements as described in this Section 4.

(ii) Grantor hereby grants an exclusive irrevocable, permanent easement over, across, through and under the Turnaround Easement for vehicular, public pedestrian and bicycle ingress, egress and access to the Turnaround Improvements in favor of Grantee and its guests and invitees for the purpose of placement, ownership, maintenance, repair and replacement, use and operation of the Turnaround Improvements as described in this Section 4.

(b) **Scope of Easement.** The scope of the Upper Tenth Easement and Turnaround Easement shall consist of and be limited to: (i) the right to construct and permanently locate the improvements comprising the Upper Tenth Roadway Improvements in the Upper Tenth Easement and Turnaround Improvements in the Turnaround Easement, including without limitation the right to install foundations and structural supports in connection with the Upper Tenth Roadway Improvements and Turnaround Improvements below the surface of the Upper Tenth Easement and Turnaround Easement; (ii) normal vehicular, pedestrian and bicycle ingress, egress and access across, to and from the Upper Tenth Roadway Improvements and Turnaround Improvements; (iii) use of and access to utilities servicing the Upper Tenth Roadway Improvements and the Turnaround Improvements; (iv) access for repairs, maintenance and replacements as required from time to time; and (v) such other right-of-way uses in connection with the use of the Upper Tenth Easement and the Turnaround Easement as Grantee deems reasonably necessary; provided, however, no such uses shall unreasonably interfere with, restrict or limit Grantor's use of Grantor's Property. The Upper Tenth Easement and Turnaround Easement shall remain in full force and effect in perpetuity for use in connection with Grantee's Development Project. Grantor specifically acknowledges and agrees that the Upper Tenth Roadway Easement and Turnaround Easement, together with the Upper Tenth Roadway Improvements and Turnaround Improvements to be constructed therein, shall be considered a private roadway for all purposes. Grantee shall not exercise any right created as part of the Upper Tenth Roadway Easement and Turnaround Easement in a way that limits or interferes with the safe and orderly passage of pedestrian and vehicular traffic in the Tenth Avenue right of way (below the easements granted herein) as determined in the reasonable judgment of the Metropolitan Director of Public Works.

(c) **Maintenance and Repair.** Grantee will cause the Upper Tenth Easement and the Turnaround Easement, and all improvements constructed therein, to be maintained, cleaned, repaired and replaced in first-class condition, all at Grantee's sole cost and expense. Grantor shall also permit reasonable access to Grantor's Property as required, from time to time, to enable Grantee to maintain, repair or replace components of the Upper Tenth Roadway Improvements and Turnaround Improvements, subject to reasonable rules and regulations imposed by Grantor to secure and protect improvements on Grantor's Property.

In the event Grantee shall fail to perform the required maintenance, repair or replacement after at least thirty (30) days prior written notice by Grantor and received by Grantee, Grantor shall have the right, but not the obligation, to cause such maintenance, repair or replacement to be performed by a third party at commercially reasonable rates. If such curative measures are taken, Grantee shall, within twenty-one (21) days after Grantee's receipt of Grantor's written demand therefor, reimburse Grantor for all reasonable costs and expenses incurred with respect to such curative action. In the event that Grantee fails to make such reimbursement to Grantor within such twenty-one (21) day period, then in addition to the amount of such reimbursement, Grantee shall be obligated to pay Grantor interest on the outstanding amount of such reimbursement until such outstanding amount is paid in full, which interest shall be compounded monthly at a rate equal to the Interest Rate.

5. **Easement Reservations and Restrictions.** The easement rights granted in this Agreement shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(a) Grantor reserves the right to construct improvements on Grantor's Property located adjacent to and below the Upper Tenth Easement and Turnaround Easement subject to compliance with laws and ordinances generally applicable to regulating such development, provided, however, that Grantor shall have no right to impair the use of the Upper Tenth Easement and Turnaround Easement, and the improvements constructed therein and shall have no right to modify or adversely affect the foundations or other structural supports of the Upper Tenth Roadway Improvements and Turnaround Improvements in connection with any such development without Grantee's prior written approval.

Grantor and Grantee acknowledge that Grantee's Development Project presently includes plans for substantial commercial development of offices, retail space, hospitality space, entertainment venues and the like, as well as related underground parking facilities and related improvements ("**Grantee's Parking Facility**"). Grantee shall bear all costs associated with construction of Grantee's Development Project and of Grantee's Parking Facility, including, without limitation, all costs of excavation and construction. Grantor and Grantee further agree to cooperate and coordinate their efforts with one another relating to any construction activities by Grantee and Grantor in the Easements for their mutual benefit.

(b) As a private roadway, Grantor acknowledges and agrees that Grantee reserves the right to temporarily close off or restrict access to all or portions of the Upper Tenth Easement and Turnaround Easement for the purpose of making repairs, restoration and replacements to the Upper Tenth Roadway Improvements and Turnaround Improvements and in connection with periodic but regularly scheduled events occurring in the entertainment venues or other parts of Grantee's Development Project, provided, however, that such closure shall not occur without prior notice to Grantor, which notice shall indicate the nature of the repairs and replacements to be undertaken or of such periodic events and the anticipated duration of such closure or restricted access. Any such closure shall last only for such time as shall be reasonably required to complete any repair, restoration and replacement work or to conduct such periodic event.

(c) Notwithstanding anything in this Agreement to the contrary, Grantor reserves unto itself the right, at any time and from time to time, to enter onto the Easements in the event of an emergency or to exercise such rights as it may have to act in its governmental capacity.

6. **Relocation of Easements.** The Parties hereby acknowledge that, due to the nature of the configuration and uses of Grantor's Property, the portion of the Upper Tenth Easement and Turnaround Easement upon which the Upper Tenth Roadway Improvements and Turnaround Improvements are to be constructed by Grantee has been granted in locations which may have to be modified, relocated or adjusted in the future to accommodate the actual construction of the Upper Tenth Roadway Improvements or the Turnaround Improvements or Grantee's Development Project. Such relocation is permissible so long as there is no material change, modification or relocation of the Upper Tenth Easement or Turnaround Easement. Further, the Plans and Specifications, when completed and approved, may require non-material modifications to the Upper Tenth Easement and Turnaround Easement to reflect the actual construction of each improvement. As such, the Parties agree to reasonably cooperate with one another and record, if necessary, subsequent hereto one or more documents entitled "**Modification of Location of Easement**" which shall set forth any such necessary modification, relocation or adjustment of any Easement, it being understood that no such relocation shall be allowed which shall have a material effect or impact upon the rights granted under the Easements.

7. **Additional Obligations of Grantee.**

(a) **Use of Approved Plans.** Grantee shall construct the Upper Tenth Roadway Improvements and the Turnaround Improvements materially in accordance with the Plans and Specifications, all applicable statutes, laws and ordinances and all permits and approvals issued in connection therewith.

(b) **No Partnership; No Waiver of Claims.** This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of partnership, joint venture, or otherwise.

(c) **Disruption of Construction and Operations.** Grantee shall reasonably cooperate with Grantor to minimize the disruption of existing traffic flow on and about Tenth Avenue which is located on Grantor's Property during the construction or operation

of the Upper Tenth Roadway Improvements and Turnaround Improvements other than construction activities in the Temporary Construction Easement. Grantee shall take such steps as shall be required to keep all streets and access to Tenth Avenue and all other parts of Grantor's Property fully operational and open, with lane or street closures or reduced street parking only as may be requested by Grantee and approved by Grantor and only to the extent reasonably necessary for construction of the Upper Tenth Roadway Improvements and Turnaround Improvements. Grantee shall not operate the Upper Tenth Roadway Improvements in a manner that will cause unreasonable disturbance to adjoining property including, without limitation, Grantor's Property.

(d) **Removal of Lien Claims.** Grantee shall resolve with reasonable promptness and remove, or cause to be removed, at its cost, any liens (mechanics, material or otherwise) filed or asserted against Grantor's Property in connection with Grantee's construction of the Upper Tenth Roadway Improvements and Turnaround Improvements.

8. **Ownership of Upper Tenth Roadway Improvements and Turnaround Improvements.** The improvements constructed by Grantee comprising the Upper Tenth Roadway Improvements and the Turnaround Improvements shall, at all times, while the Easements granted hereunder remain in effect be owned by Grantee and shall be used for no purpose other than as provided in this Agreement. Grantee shall, however, have the unrestricted right to transfer or assign its rights under this Agreement, in whole or in part, together with its ownership of the Upper Tenth Roadway Improvements and the Turnaround Improvements, to any private party or entity without approval of Grantor, including without limitation to any lot owners association which may be formed by Grantee in connection with Grantee's Development Project.

9. **Operation of Upper Tenth Roadway Improvements and Turnaround Improvements.** Upon the completion of the Upper Tenth Roadway Improvements and Turnaround Improvements, Grantee shall maintain and operate the Upper Tenth Roadway Improvements and Turnaround Improvements in a safe, clean and secure condition and in a manner as reasonably necessary for the Parties hereunder to exercise the rights granted to them under this Agreement. Such maintenance and operation obligations shall include the following: (a) opening and closing access to the Upper Tenth Roadway Improvements; (b) keeping the Upper Tenth Roadway Improvements and Turnaround Improvements well illuminated but in a manner which will not cause unreasonable disturbance to neighboring owners or tenants or occupants; (c) providing other utilities as necessary for the use of the Upper Tenth Roadway Improvements and Turnaround Improvements as contemplated under this Agreement; (d) maintaining the Turnaround Improvements, steps, elevator, utilities and landscaping constructed as part of the Upper Tenth Roadway Improvements in good condition and repair; (e) policing and patrolling use of pedestrian and bicycle use of the Upper Tenth Roadway Improvements and Turnaround Improvements to ensure safety and avoid nuisance; (f) paying any and all charges, levies, taxes, assessments, costs and fees of any governmental or quasi-governmental entity or utility in connection with the use, ownership or occupancy of the Upper Tenth Roadway Improvements and Turnaround Improvements; and (g) enforcing Upper Tenth Roadway Improvements rules and regulations which may be imposed by Grantee from time to time.

10. **Grantee Claims.** Grantee shall be responsible for any and all loss, costs, claims, damage, liens or liability (collectively, "**Grantee Claims**") sustained by Grantor or any Grantor Parties (hereinafter defined) caused by, permitted by or allowed by Grantee to occur in connection with (i) any defect in design, construction, or installation of the Upper Tenth Roadway Improvements and the Turnaround Improvements, (ii) any negligent or wrongful act or omission of Grantee or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "**Grantee Parties**"), (iii) any breach or default of the Grantee Parties pursuant to this Agreement, or (iv) arising from the exercise of any rights provided for in this Agreement by the Grantee Parties.

Notwithstanding the foregoing, Grantee shall have no liability for Grantee Claims resulting from (i) any negligent or wrongful act or omission by Grantor, or (ii) for any breach or default pursuant to this Agreement by the Grantor or any of its employees, agents, contractors, subcontractors, other representatives, licensees, guests and invitees (collectively "**Grantor Parties**").

11. **Covenant of No Hazardous Waste.** Grantee shall not use, or permit the use of by any third party or by any of such Party's invitees, guests, employees, agents, contractors or other representatives, Hazardous Materials on, about, under or in the Upper Tenth Easement or Turnaround Easement and on any portion of Grantor's Property, except in the ordinary course of any operations conducted thereon in accordance with this Agreement and any such use shall at all times be in compliance with all Environmental Laws. For the purpose of this Section 11, the term "**Hazardous Materials**" shall mean and refer to petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. Also for the purpose of this Section 11, the term "**Environmental Laws**" shall mean and refer to all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations that relate to or deal with human health or the environment, all as may be amended from time to time.

12. **Agreement and Easements Run with Land; Successors and Assigns.** This Agreement shall run with the Grantor's Property and the Grantee's Property subject to the Easements and shall be binding upon and shall inure to the benefit of the successors, grantees and assigns of the Parties, including without limitation, any successor owners of all or any part of Grantee's Property.

13. **Miscellaneous.**

(a) **Further Documents and Acts.** Each of the Parties agrees to timely execute and deliver such further documents and perform such other acts that may be required by the applicable laws and that may be reasonably necessary to consummate and carry into effect the agreements contemplated herein.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(c) **Grantee's Transfer Rights.** Grantor hereby acknowledges that Grantee may from time to time convey Grantee's Property or any portion thereof to one or more third party purchasers or property owner associations of which Grantee or Grantee's successor is a member (expressly including affiliates of Grantee and subsequent transferees) (each, a "**Successor Party**"). Grantor hereby agrees and acknowledges that the Successor Party may enjoy the rights granted hereunder to Grantee and be subject to Grantee's obligations with respect to the portion of the Grantee's Property so conveyed. Provided, however, that no conveyance shall be effective to transfer Grantee's rights under this Agreement until it has been memorialized in an appropriate instrument, recorded in the office of the Davidson County Register of Deeds, containing an express and unconditional acknowledgement and acceptance by the Successor Party of its obligations under this Agreement. If the terms of this Paragraph have been fully met, Grantee shall have no further obligation to Grantor under this Agreement after the conveyance of all of Grantee's Property to one or more Successor Parties.

(d) **Provisions Severable.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

(e) **Entire Agreement.** It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the Parties related to the Upper Tenth Easement and Turnaround Easement. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the Parties hereto and contains all of the covenants and agreements between the Parties related to the Upper Tenth Easement and Turnaround Easement. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the Party to be charged.

(f) **Enforcement.** This Agreement and the obligations of the Parties hereto shall be enforceable at law or in equity exclusively in the Chancery or Circuit Courts for Davidson County, Tennessee and each Party hereby submits to the jurisdiction of any such court to adjudicate any matter arising under this Agreement.

(g) **Notices.** Any notice, request, demand, instruction or other document (each of which is herein called a "**Notice**") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by certified mail, postage prepaid, return receipt requested, as follows:

If to Grantor to:

Metropolitan Government of Nashville
and Davidson County, Tennessee
c/o Director of Public Property Administration
Public Works Department
750 S 5th Street
Nashville, Tennessee 37219

with a copy to:

Director of Law
Metropolitan Court House, Suite 108
P.O. Box 196300
Nashville, Tennessee 37219
and Davidson County, Tennessee

If to Grantee, to:

Uptown Property Holdings, LLC
c/o Southwest Value Partners
12790 El Camino Road, Suite 150
San Diego, California 92130
Attention: Cary Mack

with a copy to:

Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
Attention: Charles Robert Bone

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, or (ii) seventy-two (72) hours after the deposit of same in any United States Post Office mailbox, sent by certified mail, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addressees, for the purpose of this Section 13(g), may be changed by giving written Notice of such change in the manner herein provided for giving Notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

(h) **Mortgage Protection.** Notwithstanding anything contained herein to the contrary, if Grantee or any Successor Party shall at any time grant or convey a security interest in the Grantee Property or any part or portion thereof by mortgage, deed of trust or otherwise (collectively, a "**Mortgage**") to any person or entity (collectively, a "**Mortgagee**"), such Mortgagee shall be entitled to receive notice of any default by the

Party upon whose Property it holds a security interest provided that such Mortgagee shall have delivered a written request for notice (which shall include the Mortgagee's address) to each Party. Any such notice shall be given in the same manner as provided in Section 13(g) hereof. Giving of any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Party so declaring a default. In the event that any Mortgagee shall require any modifications or amendments to the terms and provisions of this Agreement, the Parties hereto shall cooperate to effectuate any such modifications or amendments provided, however that the rights and obligations of the Parties hereunder shall not be materially and adversely affected by any such Mortgagee Request.

(i) **Interest Rate.** The term "Interest Rate" shall mean the lesser of: (w) the "prime rate" (as herein defined), plus five percent (5%), or (x) the highest rate permitted by Tennessee law. As used herein, "**Prime Rate**" shall mean the rate of interest published from time to time as the Prime Rate of Wells Fargo Bank, San Francisco, California main branch.

(j) **Remedies.** Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action or to recover damages.

(k) **Remedies Cumulative.** Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

(l) **Effect of Waiver.** No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either Party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

[Remainder of document intentionally left blank]
[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by Grantee and Grantor as of the Effective Date.

GRANTEE:

**UPTOWN PROPERTY HOLDINGS, LLC, a
Delaware limited liability company**

By: *[Signature]*
Name: *Cam Mack*
Title: *Authorized Representative*

GRANTOR:

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

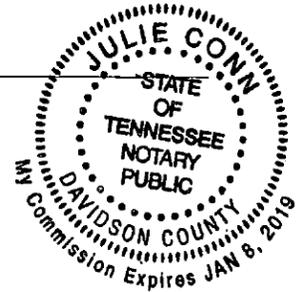
By: *[Signature]*
Name: *Ronald Colter*
Title: *Real Estate Manager*

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appears Ronald Colter with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be Real Estate Mgr. of Metropolitan Government of Nashville and Davidson County, the within named Grantor, a government entity, a limited liability company, and that [he/she] as such Real Estate Mgr., being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by [himself/herself] as Real Estate Mgr..

Witness my hand and seal at office in Nashville, Tennessee, this 6th day of December, 2018.

Julie Conn
Notary Public



My commission expires: _____

STATE OF Tennessee)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appears CARY MACK with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be Att. Rep. of Uptown Property Holdings, LLC, the within named Grantee, a limited liability company, and that [he/she] as such Att. Rep., being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by [himself/herself] as Att. Rep.

Witness my hand and seal at office in Nashville, Tennessee, this 4th day of December, 2018.

Natalina D. Eckerman
Notary Public

My commission expires: September 6, 2022



EXHIBIT A

DESCRIPTION OF GRANTOR'S PROPERTY

BEING A RIGHT OF WAY (R/W) DEDICATION FOR 10TH AVENUE NORTH IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE NORTH BY RIGHT-OF-WAY (R/W) OF CHARLOTTE AVENUE (PUBLIC R/W VARIES), ON THE SOUTH BY THE R/W OF CHURCH STREET, AND ON THE WEST THE UPTOWN PROPERTY HOLDINGS LLC PROPERTY OF RECORD IN INSTRUMENT #20151125-0119535 (R.O.D.C.T.) AND THE TENNESSEE STATE BOARD OF REGENTS PROPERTY OF RECORD IN DEED BOOK 5630, PAGE 84 (R.O.D.C.T.), AND ON THE EAST BY THE TENNESSEE STATE BOARD OF REGENTS OF RECORD IN DEED BOOK 5630, PAGE 84 (R.O.D.C.T.), THE METRO GOVERNMENT NE POWER BOARD OF RECORD IN PLAT BOOK 57, PAGE 30 (R.O.D.C.T.), AND THE YMCA OF MIDDLE TENNESSEE PROPERTY OF RECORD IN DEED BOOK 4323, PAGE 361 (R.O.D.C.T.), SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE SOUTHERLY R/W OF CHARLOTTE AVENUE BEING THE NORTHEAST CORNER OF THE DEDICATION HEREIN DESCRIBED, HAVING A NORTHING OF 667,044.60 AND AN EASTING OF 1,736,008.36 (NAD83); THENCE LEAVING CHARLOTTE AVENUE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS EAST, 693.54 FEET TO A POINT; THENCE SOUTH 29 DEGREES 28 MINUTES 39 SECONDS EAST 14.53 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SAID METRO GOVERNMENT PROPERTY; THENCE SOUTH 27 DEGREES 17 MINUTES 29 SECONDS EAST, 192.08 FEET TO A POINT; THENCE SOUTH 25 DEGREES 52 MINUTES 57 SECONDS EAST, 15.57 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SAID YMCA PROPERTY; THENCE SOUTH 27 DEGREES 30 MINUTES 29 SECONDS EAST, 108.03 FEET TO A POINT IN THE NORTHERLY R/W OF CHURCH STREET; THENCE SOUTH 62 DEGREES 52 MINUTES 21 SECONDS WEST, 52.09 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SAID UPTOWN PROPERTY HOLDINGS; THENCE LEAVING CHURCH STREET NORTH 27 DEGREES 05 MINUTES 18 SECONDS WEST, 462.37 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SAID TENNESSEE BOARD OF REGENTS PROPERTY; THENCE NORTH 27 DEGREES 08 MINUTES 59 SECONDS WEST, 560.83 FEET TO A POINT IN THE SOUTHERLY R/W OF CHARLOTTE AVENUE; THENCE WITH CHARLOTTE AVENUE NORTH 62 DEGREES 14 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,715 SQUARE FEET OR 1.19 ACRES, MORE OR LESS.

EXHIBIT B

DEPICTION OF GRANTOR'S PROPERTY TOGETHER WITH UPPER TENTH ROADWAY IMPROVEMENTS COMPRISING TENTH AVENUE

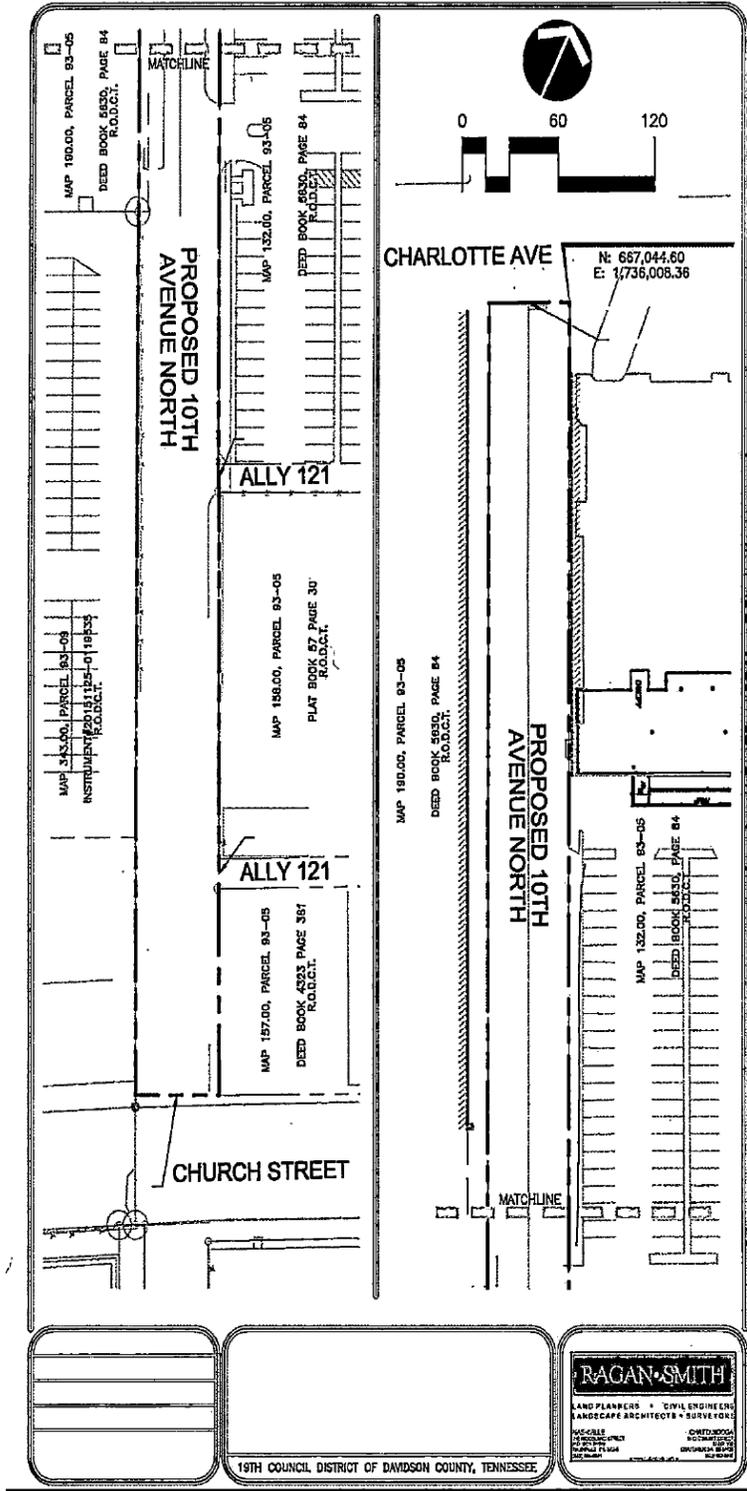


EXHIBIT C

**PRELIMINARY SPECIFICATIONS OF UPPER TENTH ROADWAY
IMPROVEMENTS**

[attached]

EXHIBIT D

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

BEING A RIGHT OF WAY (R/W) DEDICATION FOR 10TH AVENUE NORTH IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE NORTH BY RIGHT-OF-WAY (R/W) OF CHARLOTTE AVENUE (PUBLIC R/W VARIES), ON THE SOUTH BY THE R/W OF CHURCH STREET, AND ON THE WEST THE UPTOWN PROPERTY HOLDINGS LLC PROPERTY OF RECORD IN INSTRUMENT #20151125-0119535 (R.O.D.C.T.) AND THE TENNESSEE STATE BOARD OF REGENTS PROPERTY OF RECORD IN DEED BOOK 5630, PAGE 84 (R.O.D.C.T.), AND ON THE EAST BY THE TENNESSEE STATE BOARD OF REGENTS OF RECORD IN DEED BOOK 5630, PAGE 84 (R.O.D.C.T.), THE METRO GOVERNMENT NE POWER BOARD OF RECORD IN PLAT BOOK 57, PAGE 30 (R.O.D.C.T.), AND THE YMCA OF MIDDLE TENNESSEE PROPERTY OF RECORD IN DEED BOOK 4323, PAGE 361 (R.O.D.C.T.), SAID DEDICATION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE SOUTHERLY R/W OF CHARLOTTE AVENUE BEING THE NORTHEAST CORNER OF THE DEDICATION HEREIN DESCRIBED, HAVING A NORTHING OF 667,044.60 AND AN EASTING OF 1,736,008.36 (NAD83); THENCE LEAVING CHARLOTTE AVENUE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS EAST, 693.54 FEET TO A POINT; THENCE SOUTH 29 DEGREES 28 MINUTES 39 SECONDS EAST 14.53 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SAID METRO GOVERNMENT PROPERTY; THENCE SOUTH 27 DEGREES 17 MINUTES 29 SECONDS EAST, 192.08 FEET TO A POINT; THENCE SOUTH 25 DEGREES 52 MINUTES 57 SECONDS EAST, 15.57 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SAID YMCA PROPERTY; THENCE SOUTH 27 DEGREES 30 MINUTES 29 SECONDS EAST, 108.03 FEET TO A POINT IN THE NORTHERLY R/W OF CHURCH STREET; THENCE SOUTH 62 DEGREES 52 MINUTES 21 SECONDS WEST, 52.09 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SAID UPTOWN PROPERTY HOLDINGS; THENCE LEAVING CHURCH STREET NORTH 27 DEGREES 05 MINUTES 18 SECONDS WEST, 462.37 FEET TO A POINT BEING THE SOUTHEAST CORNER OF THE SAID TENNESSEE BOARD OF REGENTS PROPERTY; THENCE NORTH 27 DEGREES 08 MINUTES 59 SECONDS WEST, 560.83 FEET TO A POINT IN THE SOUTHERLY R/W OF CHARLOTTE AVENUE; THENCE WITH CHARLOTTE AVENUE NORTH 62 DEGREES 14 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,715 SQUARE FEET OR 1.19 ACRES, MORE OR LESS.

EXHIBIT E

DESCRIPTION OF UPPER TENTH EASEMENT

BEING AIR RIGHTS LOCATED IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE NORTH AND SOUTH BY THE RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC RIGHT-OF-WAY VARIES), ON THE WEST BY THE UPTOWN PROPERTY HOLDINGS LLC PROPERTY OF RECORD AS INSTRUMENT NUMBER 20151125-0119535 RECORDS OFFICE OF DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.), AND ON THE EAST BY THE R/W OF ALLEY 121 (PUBLIC R/W VARIES, THE TENNESSEE BOARD OF REGENTS PROPERTY OF RECORD AS DEED BOOK 5630, PAGE 84 (R.O.D.C.T), THE METRO GOVERNMENT NE POWER BOARD OF RECORD IN PLAT BOOK 57, PAGE 30 (R.O.D.C.T.), AND THE YMCA OF MIDDLE TENNESSEE PROPERTY OF RECORD AS DEED BOOK 4323, PAGE 361 (R.O.D.C.T.), SAID AIR RIGHTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE WESTERLY R/W OF 10TH AVENUE NORTH BEING THE NORTHEAST CORNER OF THE UPTOWN PROPERTY HOLDINGS PROPERTY AND BEING THE NORTHWEST CORNER OF THE AIR RIGHTS HEREIN DESCRIBED, HAVING A NORTHING OF 666,518.03 AND AN EASTING OF 1,736,211.73 (NAD83); THENCE NORTH 62 DEGREES 48 MINUTES 38 SECONDS EAST, 59.48 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID TENNESSEE BOARD OF REGENTS PROPERTY; THENCE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS EAST, 132.23 FEET TO A POINT IN THE R/W OF ALLEY 121; THENCE CROSSING ALLEY 121 SOUTH 29 DEGREES 28 MINUTES 39 SECONDS EAST, 14.53 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SAID METRO GOVERNMENT PROPERTY; THENCE SOUTH 27 DEGREES 17 MINUTES 29 SECONDS EAST, 192.08 FEET TO A POINT IN THE R/W OF ALLEY 121; THENCE CROSSING ALLEY 121 SOUTH 25 DEGREES 52 MINUTES 57 SECONDS EAST, 15.57 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SAID YMCA PROPERTY; THENCE SOUTH 27 DEGREES 30 MINUTES 29 SECONDS EAST, 109.56 FEET TO A POINT IN THE NORTHERLY R/W OF CHURCH STREET; THENCE CROSSING 10TH AVENUE SOUTH 60 DEGREES 06 MINUTES 20 SECONDS WEST, 57.24 FEET TO A POINT IN THE EASTERLY LINE OF THE SAID UPTOWN PROPERTY HOLDINGS PROPERTY; THENCE NORTH 25 DEGREES 45 MINUTES 05 SECONDS WEST, 65.84 FEET TO A POINT; THENCE NORTH 70 DEGREES 45 MINUTES 05 SECONDS WEST, 8.49 FEET TO A POINT; THENCE NORTH 25 DEGREES 45 MINUTES 05 SECONDS WEST, 33.10 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 967.50 FEET AN ARC LENGTH OF 25.33 FEET, A CENTRAL ANGLE OF 01 DEGREE 30 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 30 MINUTES 05 SECONDS WEST, 25.33 FEET TO A POINT; THENCE NORTH 27 DEGREES 15 MINUTES 05 SECONDS WEST, 336.27 FEET TO THE POINT OF BEGINNING CONTAINING 27,567 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

EXHIBIT F

DESCRIPTION OF TURNAROUND EASEMENT

BEING AIR RIGHTS LOCATED IN THE 19TH COUNCIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. BEING BOUNDED ON THE NORTH AND SOUTH BY THE RIGHT-OF-WAY (R/W) OF 10TH AVENUE NORTH (PUBLIC RIGHT-OF-WAY VARIES), ON THE WEST BY THE UPTOWN PROPERTY HOLDINGS LLC PROPERTY OF RECORD AS INSTRUMENT NUMBER 20151125-0119535 RECORDS OFFICE OF DAVIDSON COUNTY TENNESSEE (R.O.D.C.T.), AND ON THE EAST BY THE R/W OF ALLEY 121 (PUBLIC R/W VARIES, THE TENNESSEE BOARD OF REGENTS PROPERTY OF RECORD AS DEED BOOK 5630, PAGE 84 (R.O.D.C.T), THE METRO GOVERNMENT NE POWER BOARD OF RECORD IN PLAT BOOK 57, PAGE 30 (R.O.D.C.T.), AND THE YMCA OF MIDDLE TENNESSEE PROPERTY OF RECORD AS DEED BOOK 4323, PAGE 361 (R.O.D.C.T.), SAID AIR RIGHTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE WESTERLY R/W OF 10TH AVENUE NORTH BEING THE NORTHEAST CORNER OF THE UPTOWN PROPERTY HOLDINGS PROPERTY AND BEING THE NORTHWEST CORNER OF THE AIR RIGHTS HEREIN DESCRIBED, HAVING A NORTHING OF 666,518.03 AND AN EASTING OF 1,736,211.73 (NAD83); THENCE NORTH 62 DEGREES 48 MINUTES 38 SECONDS EAST, 59.48 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID TENNESSEE BOARD OF REGENTS PROPERTY; THENCE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS EAST, 132.23 FEET TO A POINT IN THE R/W OF ALLEY 121; THENCE CROSSING ALLEY 121 SOUTH 29 DEGREES 28 MINUTES 39 SECONDS EAST, 14.53 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SAID METRO GOVERNMENT PROPERTY; THENCE SOUTH 27 DEGREES 17 MINUTES 29 SECONDS EAST, 192.08 FEET TO A POINT IN THE R/W OF ALLEY 121; THENCE CROSSING ALLEY 121 SOUTH 25 DEGREES 52 MINUTES 57 SECONDS EAST, 15.57 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SAID YMCA PROPERTY; THENCE SOUTH 27 DEGREES 30 MINUTES 29 SECONDS EAST, 109.56 FEET TO A POINT IN THE NORTHERLY R/W OF CHURCH STREET; THENCE CROSSING 10TH AVENUE SOUTH 60 DEGREES 06 MINUTES 20 SECONDS WEST, 57.24 FEET TO A POINT IN THE EASTERLY LINE OF THE SAID UPTOWN PROPERTY HOLDINGS PROPERTY; THENCE NORTH 25 DEGREES 45 MINUTES 05 SECONDS WEST, 65.84 FEET TO A POINT; THENCE NORTH 70 DEGREES 45 MINUTES 05 SECONDS WEST, 8.49 FEET TO A POINT; THENCE NORTH 25 DEGREES 45 MINUTES 05 SECONDS WEST, 33.10 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 967.50 FEET AN ARC LENGTH OF 25.33 FEET, A CENTRAL ANGLE OF 01 DEGREE 30 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 30 MINUTES 05 SECONDS WEST, 25.33 FEET TO A POINT; THENCE NORTH 27 DEGREES 15 MINUTES 05 SECONDS WEST, 336.27 FEET TO THE POINT OF BEGINNING CONTAINING 27,567 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.