

REAL ESTATE SALE CONTRACT

THIS SALE CONTRACT (“Contract”) is made and entered into as of this 22nd day of May, 2020 (the “Effective Date”) by and between RADIANT LIFE MINISTRIES, INC., an Ohio not-for-profit corporation (“Purchaser”) and FLINN BROADCASTING CORPORATION, a Tennessee corporation (hereinafter referred to as “Seller”).

W I T N E S S E T H:

WHEREAS, Seller is the owner of two parcels of real estate, one a 13.77 (m/l) acre parcel located at 7401 Yale Road in Bartlett, Tennessee, the other an adjacent 0.92 (m/l) acre parcel located at \_\_\_\_\_ Brother Boulevard in Bartlett, Tennessee, each as more particularly described in Exhibit A attached hereto (collectively, the “Land”), both improved with various structures associated with the operation of a 900 foot tall communications tower, bearing FCC Antenna Structure Registration number 1249321 (the “Communications Tower”). The Land, Communications Tower, building and all other improvements and fixtures on the Land shall hereinafter be referred to collectively as the “Property”; and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and to induce reliance thereon and in reliance thereon, the parties hereto covenant, agree, stipulate, represent and warrant as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey by special warranty deed in the form of Exhibit B, and Purchaser agrees to purchase and accept the Property, together with the appurtenances, fixtures and equipment located thereon for the price (the “Purchase Price”) of Four Million Two Hundred Thousand Dollars (\$4,200,000.00), all in accordance with and subject to the terms and conditions hereof. Purchaser hereby agrees to deliver via ACH transfer or check to a title company chosen by Purchaser (hereinafter the “Title Company”) within three (3) business days after the Effective Date the sum of Five Thousand Dollars (\$5,000.00) as earnest deposit and as part of the cash consideration for the purchase of the Property. The earnest money is to be retained by the Title Company and invested in a federally insured account. The earnest money and all interest earned thereon, if any, is hereinafter referred to collectively as “Earnest Money.” Upon Closing, the Earnest Money shall be applied to the Purchase Price. If Purchaser fails to close owing to Purchaser’s failure to pay, perform and comply with all undertakings, covenants, conditions and agreements undertaken by it herein to be paid, performed or complied with, or a breach by Purchaser of any of its representations or warranties hereunder, the Earnest Money shall be forfeited by Purchaser as stipulated and liquidated damages in lieu of all other remedies including specific performance and not as a penalty. The Earnest Money shall be returned to Purchaser if Purchaser is unable to close for any of the following reasons: (i) a failure of performance by Seller of any of its obligations hereunder, (ii) if this Contract is terminated by Purchaser prior to the expiration of the Contingency Period (as hereinafter defined) due to the unwillingness of Purchaser to approve of the Contingencies (as hereinafter defined) in Paragraph 4 below, (iii) this Contract is terminated pursuant to Paragraph 7 below, or (iv) inability of the parties to consummate this transaction due to

operation of the contingencies regarding simultaneous closing on the WTWV-TV and WWTW-TV Asset Purchase Agreements provided for in Paragraph 13 or the execution of the Tower License Agreement provided for in Paragraph 14 below, but only as and to the extent such inability is due to a default by Seller under this Contract or under the Asset Purchase Agreements. If Seller is in default hereunder and as a result thereof fails to close, Purchaser's sole remedy shall be to either (a) commence an action for specific performance under this Contract, but not for damages of any kind or (b) elect to terminate this Contract and receive back the Earnest Money, as well as its actual costs expended in performing diligence in accord with the contingencies outline in Paragraph 4 not to exceed One Hundred Dollars (\$100.00) in the aggregate, in which case neither party shall have any further liability to the other, except for obligations of the parties hereunder which specifically survive Closing or earlier termination of this Contract (the "Surviving Obligations").

2. Closing and Possession. The Closing of the purchase and sale contemplated by this Contract (the "Closing") shall occur on a date which is simultaneous with Closing under the Asset Purchase Agreements as described in Paragraph 13 below. Closing may occur at an earlier date, by mutual written agreement of Purchaser and Seller. Closing shall take place at the offices of the Title Company or at such other location as established by written agreement of Purchaser and Seller or by electronic exchange of properly executed documents by Purchaser and Seller. Possession of the Property shall be transferred to Purchaser at Closing, at which time Seller shall cause the cancellation of any existing leases or licenses affecting the Property.

3. Purchase Price. The full amount of the Purchase Price shall be paid at Closing in cash, reduced by the amount of Earnest Money deposited with the Title Company and subject to the following prorations which shall be apportioned between Seller and Purchaser as of the close of business on the day prior to Closing.

(a) General real and personal property taxes (state, county, municipal, school district and like real estate taxes), utilizing the most current available assessments and tax rates.

(b) Special taxes or assessments, if any, upon the Property assessed or becoming a lien on or prior to the date of Closing, including deferred payments or installment payments therefor payable after the date of Closing.

(c) Electricity, water, sewer and other utility charges and deposits.

In the event an actual amount of any item to be adjusted cannot be determined prior to or at Closing, then the parties shall agree to an estimated amount for purposes of prorations and, at the request of either party, reprorations will be performed when actual costs become available. Except as expressly provided in this Paragraph 3 or as expressly provided elsewhere in this Contract, Purchaser and Seller shall pay their own respective costs and expenses, including attorneys' fees, incidental to this Contract and the transactions contemplated hereby.

4. Purchaser's Contingencies. This Contract and Purchaser's obligation to close the sale transaction contemplated herein is specifically contingent upon Purchaser's satisfaction of each of the following contingencies (the "Contingencies") on or prior to 5:00 p.m. (Central Time) on that date which is thirty (30) days after the Effective Date of this Contract (the "Contingency Period"). Purchaser shall have until the end of the Contingency Period to take the following actions:

- (a) Title. To obtain and review a commitment for title insurance to be issued by the Title Company (the “Commitment”) disclosing no matters which would adversely affect the continuous use of the Property as it is now being utilized, and specifically disclosing good and marketable title to the Property by Seller without exception (printed or special) other than those approved by Purchaser;
- (b) Survey. To obtain and review a survey of the Property acceptable to Purchaser;
- (c) Environmental Assessment. To review and approve any and all environmental inspections or reports which Purchaser may obtain of the Property at Purchaser’s sole cost and expense;
- (d) Physical Condition. To review and approve the physical condition of the Property, including the Communications Tower’s structural integrity and condition; and
- (e) Governmental Compliance. To confirm that the Property is in compliance with all governmental rules and regulations, including any applicable zoning and subdivision laws, and the Communications Tower’s compliance with ANSI-TIA-222-G.

If Purchaser, in its sole discretion, shall object to any matter shown in the Title Evidence (“Defect”), it may give written notice to Seller of such title Defects (“Defect Notice”) prior to the expiration of the Contingency Period. Any matter shown as a Defect in a Defect Notice which constitutes a lien upon the Property and which may be cured by the payment of money shall be cured by Seller at or prior to the Closing. As to all other Defects specified in a Defect Notice, Seller shall notify Purchaser (“Non-Cure Notice”) within ten (10) days after receipt of a Defect Notice specifying any Defects which Seller refuses to cure. In the event that Seller fails to deliver a Non-Cure Notice within such 10-day period, then Seller shall be required to cure all Defects. In the event Seller shall timely deliver a Non-Cure Notice, then within five (5) days after receipt of same, Purchaser may, by written notice to Seller, elect to (i) terminate this Contract, in which event the Earnest Money shall be delivered to Purchaser; or (ii) proceed to close the purchase of the Property as set forth herein, without cure by Seller of uncured Defects subject to a Non-Cure Notice. In the event that Purchaser elects to proceed to close without cure by Seller of all Defects subject to a Non-Cure Notice, such uncured Defects, together with all other title exceptions appearing in the Commitment, shall be deemed to be “Permitted Encumbrances”.

Seller acknowledges that Purchaser shall be causing various inspections and reports to be made of the Property, at Purchaser’s sole cost and expense, and the expenses so incurred by Purchaser during the Contingency Period shall constitute due and adequate consideration by Purchaser under this Contract.

Purchaser acknowledges that Purchaser will be acquiring the Property solely in reliance on Purchaser’s own inspections, examinations and evaluations of the Property and prior to taking title to the Property, Purchaser shall have had an opportunity to have examined and inspected the Property, including, without limitation, physical components thereof and the environmental condition thereof, and to determine whether Purchaser is satisfied with the condition, quality, quantity, operation, state of repair and prospects of the Property in all respects, and Purchaser shall have decided that Purchaser is willing to acquire the Property “as-is, where is” and with all faults. Purchaser agrees

and acknowledges that except for Seller's express representations and warranties set forth in Paragraph 6 of this Contract and in the Closing Documents to be delivered by Seller at Closing, no other representations, statements or warranties have at any time been made by Seller or Seller's employees, officers, advisors, representatives or agents as to the condition, quality, quantity, state of repair of or financial or other information relating to the Property or its prospects. Seller shall not be liable or bound in any manner by any verbal or written statements or representations made by any real estate broker, advisor or other third party, including, without limitation, any marketing or bid solicitation materials or other information pertaining to the Property or the operation, condition, income, rents, expenses, agreements, licenses, easements, instruments or documents relating to the Property.

5. Purchaser's Access to the Property. Purchaser and its agents or assigns are, subject to the rights of any tenants in possession, granted permission to go upon the Property at all reasonable times upon not less than forty-eight (48) hours' prior written notice to Seller for the purpose of conducting the activities described in Paragraph 4 above at Purchaser's sole cost and expense. In no event, however, may Purchaser do any invasive testing of the Property without Seller's prior written consent which may be withheld in Seller's sole discretion. Purchaser shall indemnify and hold the Seller harmless from any matter which may arise or occur as a result of such activities on the Property, and the Property shall be returned to its present condition at the conclusion of such activities. As a condition to Purchaser or any of its agents or assigns coming onto the Property, Purchaser shall provide Seller with evidence that Purchaser has in effect commercial general liability insurance naming Seller as an additional insured in the amount of \$2,000,000.00, which insurance shall be primary and noncontributing with any other insurance available to Seller. Purchaser's obligations hereunder shall survive Closing or any other termination of this Contract.

6. Seller's Representations. Seller represents, warrants and covenants the following to Purchaser, all of which will be effective at Closing, deemed remade at Closing, and survive the Closing hereunder for a period of six (6) months, to wit:

(a) Authorization. Seller has been duly organized and is validly existing under the laws of the State of Tennessee. Seller has the power to enter into this Contract, to perform its obligations under this Contract and to complete the transaction as contemplated by this Contract. Seller has taken all corporate action necessary to authorize the execution and delivery of this Contract, the performance by Seller of its obligations under this Contract and the completion of the transaction as contemplated by this Contract.

(b) Environmental. Except as may be disclosed in the environmental surveys and/or inspections, if any, delivered to Purchaser by Seller, to the best of Seller's knowledge (i) the Property has not been previously used as site for storage of hazardous waste or other similar use, and (ii) there are no pollutants, contaminants or other harmful or hazardous substances (including but not limited to, asbestos-containing materials and/or underground storage tanks) located on the Property or in violation of any federal, state or local law.

(c) Lease. The Seller warrants that (i) there are no leases (or leasehold interests of any kind) in or affecting the Property, except those that will arise between Purchaser and Seller at Closing for continued operation of its four radio and two low power television station at the site; and (ii) Seller will not, during the pendency of this Contract, enter into any

new leases or occupancy agreements of any type without the Purchaser's prior written consent.

(d) Service Contracts. Seller warrants that (i) there are no service contracts to which Seller is a party affecting the Property which will survive Closing, and (ii) Seller will not, during the pendency of this Contract, enter into any new service contracts affecting the Property which will survive Closing without Purchaser's prior written consent.

(e) Notices. Seller has not received any written notice from any governmental agency, insurance board or underwriting agency or any other source which requires the correction of any condition with respect to the Property which might be in violation of any law, ordinance, code, regulation or insurance requirements. Seller covenants that if any such notice is received between the date hereof and the Closing, it will promptly notify Purchaser thereof, it being understood that such notification shall not be deemed to effect a cure of the matters set forth in the notice.

7. Casualty and Condemnation.

(a) Casualty. If before Closing any damage or destruction to the Property occurs, aggregating less than One Hundred Thousand and no/100 Dollars (\$100,000.00), Seller shall, within three (3) days thereafter, notify Purchaser in writing whether or not Seller elects to repair the same at Seller's expense. If Seller so elects, then Seller shall be deemed to have agreed, at its expense, and prior to the Closing, to repair all such damage or destruction and to restore the Property to substantially the same condition as the Property existed immediately prior to such damage or destruction; in which event, Seller shall be entitled to all insurance proceeds and shall have the sole right to make and settle all claims with the insurance company issuing such insurance. If Seller does not elect, within such period, to repair the damage or destruction, or if the damage or destruction to the Property aggregates greater than One Hundred Thousand and no/100 Dollars (\$100,000.00), then Purchaser may, at its option, within fifteen (15) days after Purchaser is notified of such damage or destruction either (a) terminate this Contract by giving Seller written notice thereof, in which event, Purchaser shall be entitled to a return of the Earnest Money, or (b) elect to proceed to Closing, whereupon Purchaser shall be entitled to all insurance proceeds payable as a result of such casualty (other than such reasonable amounts expended by Seller to make emergency repairs) and may proceed to repair and replace such damaged or destroyed property at Purchaser's expense. If Seller elects to repair the damages, as aforesaid, and such repairs are not completed within fourteen (14) days after the expiration of the Contingency Period, the Closing shall be postponed for such period of time not to exceed thirty (30) days as shall be reasonably necessary to enable Seller to complete such repairs by exercising due diligence (the "Postponed Period"). In the event Seller is unable to complete such repairs within the Postponed Period, then Purchaser, at Purchaser's sole option, shall be entitled to terminate this Contract and receive a refund of the Earnest Money.

(b) Condemnation. In the event of the taking or threat of taking of all or any part of the Property prior to Closing by eminent domain or condemnation, then Purchaser, at its option, exercisable by written notice to Seller, within fifteen (15) days of when Purchaser has knowledge that such taking has occurred or is threatened, may either (a) terminate this Contract, or (b) continue under this Contract, whereupon Seller will assign to Purchaser all of Seller's interest in and to any award payable as a result of such taking. Notwithstanding anything to the contrary herein, if any

condemnation proceeding is instituted (or notice of same is given) solely for the taking of any subsurface rights for utility easements or for any right-of-way easement, and the surface or the area subject to the right-of-way may, after such taking, be used in substantially the same manner as though such rights have not been taken, Purchaser will not be entitled to terminate this Contract as to any part of the Property, but any payment to Seller on account thereof or award resulting therefrom together with other claims will be paid or assigned to Purchaser at Closing and will be the exclusive property of Purchaser upon Closing.

(c) Effect of Termination. If this Contract is terminated pursuant to Subparagraphs (a) or (b) above, neither Seller nor Purchaser shall have any further duties or obligations to the other hereunder, except for the Surviving Obligations and the Earnest Money shall be returned to Purchaser.

8. Closing Documents. At or prior to Closing, Seller shall deliver or cause to be delivered to the Title Company the following documents, duly authorized and executed, to be held in escrow by the Title Company subject to completion of all Closing requirements:

(a) A Special Warranty Deed in the form attached hereto as Exhibit B, conveying to Purchaser fee simple title to the Property subject only to (i) real estate taxes and special assessments for the current calendar year which are a lien on the Property but which are not yet due and payable, and (ii) easements, restrictions, conditions, encumbrances and other exceptions of record. The deed shall include all of Seller's right, title and interest, if any, in and to all appurtenant easements and other rights appurtenant to the Property.

(b) A Closing Statement.

(c) Bill of sale and assignment conveying and warranting to Purchaser all tangible personal property to be acquired by Purchaser, free and clear of all liens and encumbrances except for the Permitted Encumbrances pertaining thereto.

(d) A "non-foreign affidavit" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended.

(e) Evidence reasonably required by the Title Company that (1) Seller is duly organized and validly existing according to the laws of the state of its organization; (2) Seller has the power and authority to execute this Contract and the closing documents and to perform its obligations thereunder; and (3) the person or persons signing this Agreement and the closing documents on behalf of Seller has the authority, acting alone, to bind Seller thereto.

(f) Any other documents reasonably necessary to consummate the Closing.

Purchaser, at its expense, shall deliver or cause to be delivered to the Title Company the following:

(i) Funds available for immediate credit in Seller's accounts, in the amount of the Purchase Price as specified in Paragraph 3 above, subject to credit for adjustments and prorations.

- (ii) Evidence satisfactory to Seller that the person executing the Closing documents on behalf of Purchaser (to the extent applicable) has full right, power, and authority to do so;
- (iii) All documents required to consummate the Closing.
- (iv) A Closing Statement, duly executed by Purchaser.

9. Notices. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be given

To the Purchaser:

Radiant Life Ministries, Inc.  
11717 Route 37  
Marion, Illinois 62959  
Attn: Legal Department  
Email: [mjd@tct.tv](mailto:mjd@tct.tv)

With copies (which shall not constitute notice) to:

Hardey, Carey, Chautin & Balkin, LLP.  
1080 West Causeway Approach  
Madeville, LA 70471  
Attn: Joseph Chautin, Esq.  
Email: [jchautin@hardycarey.com](mailto:jchautin@hardycarey.com)

To the Seller:

Flinn Broadcasting Corp.  
6080 Mount Moriah Road Ext.  
Memphis, Tennessee 38115  
Attention: Dr. George S. Flinn, Jr.  
Email: [whbq@aol.com](mailto:whbq@aol.com)

With copies (which shall not constitute notice) to:

Christopher C. Lamberson  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 400  
Memphis, Tennessee 38119  
Email: [clamberson@glankler.com](mailto:clamberson@glankler.com)

Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) confirmed delivered by electronic mail (provided an additional copy is delivered within one (1) business day thereafter pursuant to Subparagraph (c) below), or (c) one business day after delivery to a nationally recognized courier service (such as Federal Express) for overnight delivery.

10. Closing Costs.

a) Purchaser shall pay (i) one-half (1/2) of any escrow fee charged by the Title Company; (ii) the cost of recording any documentation associated with Purchaser's financing of the purchase of the Property; (iii) the cost of a standard owner's title policy with coverage in the amount of the Purchase Price plus any additional cost of any endorsements and any Mortgagee's Policy of Title Insurance which may be required by Purchaser; (iv) the cost of any updated survey desired by Purchaser; (v) the cost of any other reports or inspections which Purchaser may cause to be made to the Property; (vi) any document, stamps/transfer taxes or other conveyance fees associated with the sale of the Property in accordance with the terms of this Contract; (vii) the cost of recording the deed; and (viii) Purchaser's attorneys' fees.

b) Seller shall pay (i) one-half (1/2) of any escrow fee charged by the Title Company; and (ii) Seller's attorneys' fees.

11. Miscellaneous Provisions.

(a) Each and every representation and warranty herein and each and every covenant and agreement herein shall be deemed to be material and shall survive the execution and delivery of this Contract and Closing for a period of six (6) months.

(b) Time is of the essence with respect to each and every provision of this Contract.

(c) The captions in the various paragraphs of this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Contract nor the intent of any provision hereof.

(d) If any date for the occurrence of an event or act under this Contract falls on a Saturday, Sunday or legal holiday in the State of Tennessee, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

(e) This Contract shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Any action commenced hereunder shall only be brought in a court of competent jurisdiction located in Shelby County, Tennessee.

(f) The Property is to be accepted in its present condition except as expressly otherwise stated in this Contract.

(g) This Contract, together with all exhibits attached hereto and incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto. This Contract may be amended only by a writing signed by both Purchaser and Seller.

(h) This Contract may be executed in one or more counterparts, each of which shall constitute an original.

(i) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(j) The persons who execute this Contract on behalf of Purchaser and on behalf of Seller hereby represent and warrant that they are duly authorized to execute this Contract.

(k) In addition to any other remedies provided herein, upon any dispute between the parties to this Contract which results in litigation or other proceeding, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in connection with such litigation or other proceeding, and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of any judgment recovered by, or any order of dismissal in favor of, the prevailing party, if any.

(l) A transmission of an image of this Contract showing a signature will have the same binding effect as an original bearing an original signature. No party may raise the use of a facsimile machine or other image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Contract. At the request of either party, the parties will confirm signatures by signing and delivering an original document.

(m) This Contract may not be assigned by Purchaser without Seller's consent, which consent may be withheld by Seller in its sole discretion.

12. Real Estate Brokers and Commissions. Purchaser hereby warrants that it has not had any dealing with any real estate broker, agent, or finder in conjunction with the purchase of the Property and hereby agrees to indemnify and hold Seller harmless from and against any and all costs, expenses, liabilities, commissions, fees or other compensation or charges which may be claimed by or awarded to any other broker, agent, or finder in conjunction with the purchase of the Property pursuant to the terms of this Contract. Seller hereby warrants that it has not had any dealing with any real estate broker, agent, or finder in conjunction with the sale of the Property and hereby agrees to indemnify and hold Purchaser harmless from and against all costs, expenses, liabilities, commissions or other compensation or charges which may be claimed by or awarded to any broker, agent, or finder in conjunction with the sale of the Property pursuant to the terms of this Contract.

13. Asset Purchase Agreements. Purchaser is simultaneously entering into two Asset Purchase Agreements, whereby Purchaser is purchasing from related entities of Seller (Christian Worldview Broadcasting, Inc and Broadcasting for the Challenged, Inc.), involving the assets comprising television stations WTWV-TV and WWTW-TV, which are presently located at and broadcasting from the Property (the "Asset Purchase Agreements"). The parties acknowledge that the obligation of the parties hereunder to close is contingent upon simultaneous Closing under the Asset Purchase Agreements, and that a default under either or both of the Asset Purchase Agreements by Purchaser shall be deemed a default under this Contract by Purchaser; and that a default under the Asset Purchase Agreements by those related entities of Seller shall be deemed a default by Seller under this Contract.

14. Tower License Agreement. At the Closing hereof, Purchaser shall enter into a certain Tower License Agreement, whereby Purchaser leases back to Seller tower and building space sufficient for continued operation of Seller's four radio and two low power television station transmission systems at the site, according to the terms and conditions of that agreement (the "Tower License Agreement"). The parties acknowledge that the obligation of the parties hereunder to close

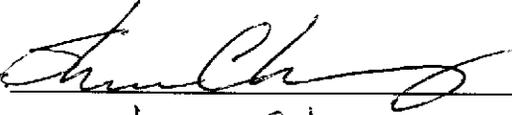
is also contingent upon simultaneous execution and delivery of the fully executed Tower License Agreement.

*[signature page and exhibits to follow]*

IN WITNESS WHEREOF, the parties hereto do hereby execute this Contract as of the day and year first above written.

PURCHASER:

RADIANT LIFE MINISTRIES, INC.,  
an Ohio not-for-profit corporation

By: 

Name: Shane Chaney

Title: CFO

SELLER:

FLINN ROADCASTING CORPORATION,  
a Tennessee corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto do hereby execute this Contract as of the day and year first above written.

**PURCHASER:**

**RADIANT LIFE MINISTRIES, INC.,  
an Ohio not-for-profit corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

**FLINN ROADCASTING CORPORATION,  
a Tennessee corporation**

By: George S. Flinn Jr.

Name: George S. Flinn Jr

Title: President

EXHIBIT A

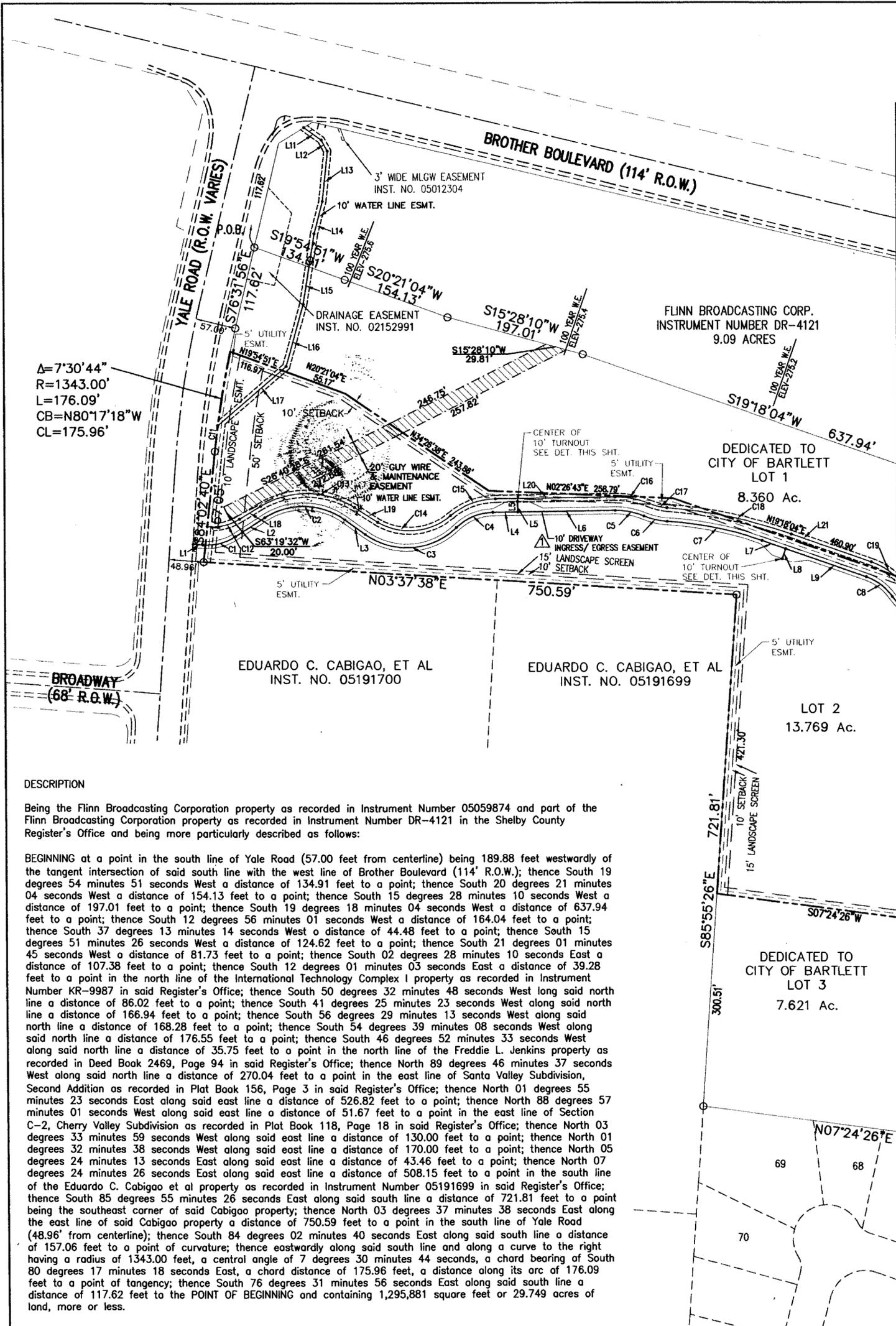
Legal Descriptions



*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

	
<b>07136644</b>	
08/31/2007 - 11:10 AM	
3 PGS : R - PLAT	
MARYF 517324-7136644	
PLAT BOOK : 234	
PAGE : 46	
RECORDING FEE	15.00
DP FEE	2.00
<b>TOTAL AMOUNT</b>	<b>17.00</b>
<b>TOM LEATHERWOOD</b>	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	



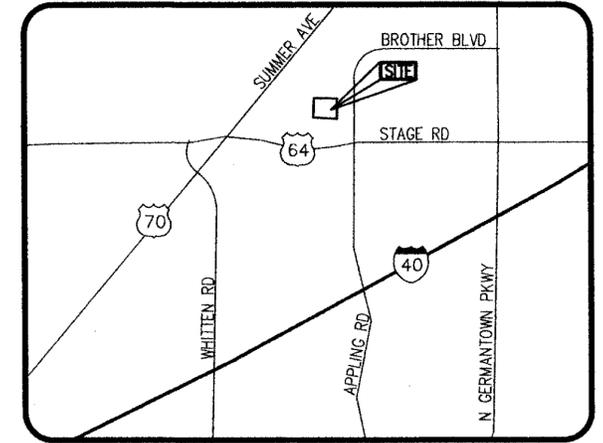
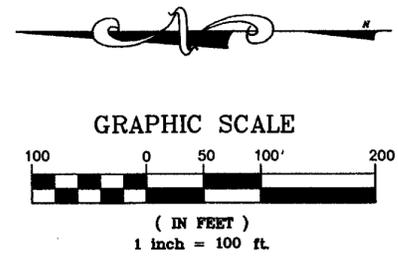
$\Delta = 7^{\circ}30'44''$   
 $R = 1343.00'$   
 $L = 176.09'$   
 $CB = N80^{\circ}17'18''W$   
 $CL = 175.96'$

**DESCRIPTION**

Being the Flinn Broadcasting Corporation property as recorded in Instrument Number 05059874 and part of the Flinn Broadcasting Corporation property as recorded in Instrument Number DR-4121 in the Shelby County Register's Office and being more particularly described as follows:

BEGINNING at a point in the south line of Yale Road (57.00 feet from centerline) being 189.88 feet westwardly of the tangent intersection of said south line with the west line of Brother Boulevard (114' R.O.W.); thence South 19 degrees 54 minutes 51 seconds West a distance of 134.91 feet to a point; thence South 20 degrees 21 minutes 04 seconds West a distance of 154.13 feet to a point; thence South 15 degrees 28 minutes 10 seconds West a distance of 197.01 feet to a point; thence South 19 degrees 18 minutes 04 seconds West a distance of 637.94 feet to a point; thence South 12 degrees 56 minutes 01 seconds West a distance of 164.04 feet to a point; thence South 13 degrees 13 minutes 14 seconds West a distance of 44.48 feet to a point; thence South 15 degrees 51 minutes 26 seconds West a distance of 124.62 feet to a point; thence South 21 degrees 01 minutes 45 seconds West a distance of 81.73 feet to a point; thence South 02 degrees 28 minutes 10 seconds East a distance of 107.38 feet to a point; thence South 12 degrees 01 minutes 03 seconds East a distance of 39.28 feet to a point in the north line of the International Technology Complex I property as recorded in Instrument Number KR-9987 in said Register's Office; thence South 50 degrees 32 minutes 48 seconds West long said north line a distance of 86.02 feet to a point; thence South 41 degrees 25 minutes 23 seconds West along said north line a distance of 166.94 feet to a point; thence South 56 degrees 29 minutes 13 seconds West along said north line a distance of 168.28 feet to a point; thence South 54 degrees 39 minutes 08 seconds West along said north line a distance of 176.55 feet to a point; thence South 46 degrees 52 minutes 33 seconds West along said north line a distance of 35.75 feet to a point in the north line of the Freddie L. Jenkins property as recorded in Deed Book 2469, Page 94 in said Register's Office; thence North 89 degrees 46 minutes 37 seconds West along said north line a distance of 270.04 feet to a point in the east line of Santa Valley Subdivision, Second Addition as recorded in Plat Book 156, Page 3 in said Register's Office; thence North 01 degrees 55 minutes 23 seconds East along said east line a distance of 526.82 feet to a point; thence North 88 degrees 57 minutes 01 seconds West along said east line a distance of 51.67 feet to a point in the east line of Section C-2, Cherry Valley Subdivision as recorded in Plat Book 118, Page 18 in said Register's Office; thence North 03 degrees 33 minutes 59 seconds West along said east line a distance of 130.00 feet to a point; thence North 01 degrees 32 minutes 38 seconds West along said east line a distance of 170.00 feet to a point; thence North 05 degrees 24 minutes 13 seconds East along said east line a distance of 43.46 feet to a point; thence North 07 degrees 24 minutes 26 seconds East along said east line a distance of 508.15 feet to a point in the south line of the Eduardo C. Cabigao et al property as recorded in Instrument Number 05191699 in said Register's Office; thence South 85 degrees 55 minutes 26 seconds East along said south line a distance of 721.81 feet to a point being the southeast corner of said Cabigao property; thence North 03 degrees 37 minutes 38 seconds East along the east line of said Cabigao property a distance of 750.59 feet to a point in the south line of Yale Road (48.96' from centerline); thence South 84 degrees 02 minutes 40 seconds East along said south line a distance of 157.06 feet to a point of curvature; thence eastwardly along said south line and along a curve to the right having a radius of 1343.00 feet, a central angle of 7 degrees 30 minutes 44 seconds, a chord bearing of South 80 degrees 17 minutes 18 seconds East, a chord distance of 175.96 feet, a distance along its arc of 176.09 feet to a point of tangency; thence South 76 degrees 31 minutes 56 seconds East along said south line a distance of 117.62 feet to the POINT OF BEGINNING and containing 1,295,881 square feet or 29.749 acres of land, more or less.

MATCHLINE SEE SHEET 2 OF 3

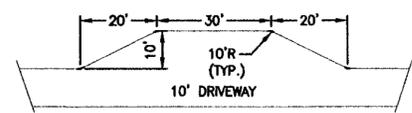


**LINE TABLE**

LINE	LENGTH	BEARING
L1	13.87	S04°04'00"W
L2	48.88	S32°51'43"E
L3	35.23	S35°52'08"W
L4	35.00	S00°45'43"E
L5	15.00	N89°14'17"E
L6	137.32	S00°45'43"E
L7	35.00	S19°18'04"W
L8	15.00	S70°41'56"E
L9	119.64	S19°18'04"W
L10	100.31	S16°40'39"W
L11	29.73	S35°11'35"W
L12	17.77	S60°50'36"W
L13	70.92	N83°58'47"W
L14	47.09	N75°20'33"W
L15	100.89	N81°03'37"W
L16	80.63	N74°16'59"W
L17	127.65	N40°45'20"W
L18	34.82	N31°15'44"W
L19	38.76	N32°40'06"E
L20	168.35	N00°45'43"W
L21	118.94	S19°18'04"E
L22	119.46	N20°27'36"E
L23	45.00	S16°40'39"E
L24	45.50	S73°19'21"E

**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	75.00	48.34	25.04	47.51	S14°23'51"E	36°55'43"
C2	100.00	119.96	68.38	112.89	N01°30'13"E	68°43'51"
C3	100.00	139.63	83.91	128.56	S04°07'54"E	80°00'05"
C4	75.00	56.77	29.82	55.43	N22°26'49"W	43°22'14"
C5	100.00	41.24	20.92	40.95	N11°03'11"E	23°37'48"
C6	100.00	33.56	16.94	33.40	S13°15'14"W	19°13'43"
C7	500.00	136.67	68.77	136.25	N11°28'13"E	15°39'42"
C8	75.00	46.54	24.05	45.80	N37°04'39"E	35°33'10"
C9	100.00	66.63	34.61	65.40	S35°45'56"W	38°10'35"
C11	1344.54	46.68	23.34	46.68	N83°02'58"W	1°59'21"
C12	75.00	47.29	24.46	46.51	S13°11'59"E	36°07'30"
C13	125.00	139.48	78.00	132.35	N00°42'11"E	63°55'51"
C14	89.30	109.60	62.90	102.85	S04°59'22"E	70°19'17"
C15	100.00	68.75	35.79	67.40	N20°27'22"W	39°23'18"
C16	119.05	49.10	24.90	48.75	N11°03'11"E	23°37'48"
C17	80.95	25.75	12.99	25.65	S13°45'13"W	18°13'46"
C18	700.00	179.13	90.06	178.64	N11°58'12"E	14°39'44"
C19	97.21	60.32	31.17	59.36	N37°04'39"E	35°33'10"
C20	77.79	46.70	24.08	46.00	S37°39'25"W	34°23'38"



N.T.S.

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 PLAT BOOK : 234  
 PAGE : 46

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 TOTAL AMOUNT 17.00

TOM LEATHERWOOD  
 REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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 PLAT BOOK : 233  
 PAGE : 44

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 DP FEE 2.00  
 TOTAL AMOUNT 17.00

TOM LEATHERWOOD  
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TOTAL P.D. AREA - 29.75 AC.

PLANNED DEVELOPMENT CONDITIONS OF APPROVAL

LOT	AREA	PARCEL AREA USES PERMITTED
1	8.360 Ac.	TO BE DEDICATED TO THE CITY OF BARTLETT AS GREENBELT WITH DESIGNATED GUY WIRE AND MAINTENANCE EASMENTS AS SHOWN ON THE PLAT.
2	13.769 Ac.	A 900' TALL TELEVISION TRANSMISSION TOWER, WITH A BUILDING FOR STORAGE OF ELECTRONIC EQUIPMENT. AN OFFICE BUILDING AND PARKING AREA ADJACENT TO THE TELEVISION TOWER.
3	7.621 Ac.	TO BE DEDICATED TO THE CITY OF BARTLETT AS GREENBELT.

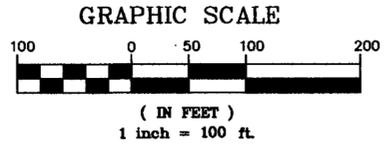
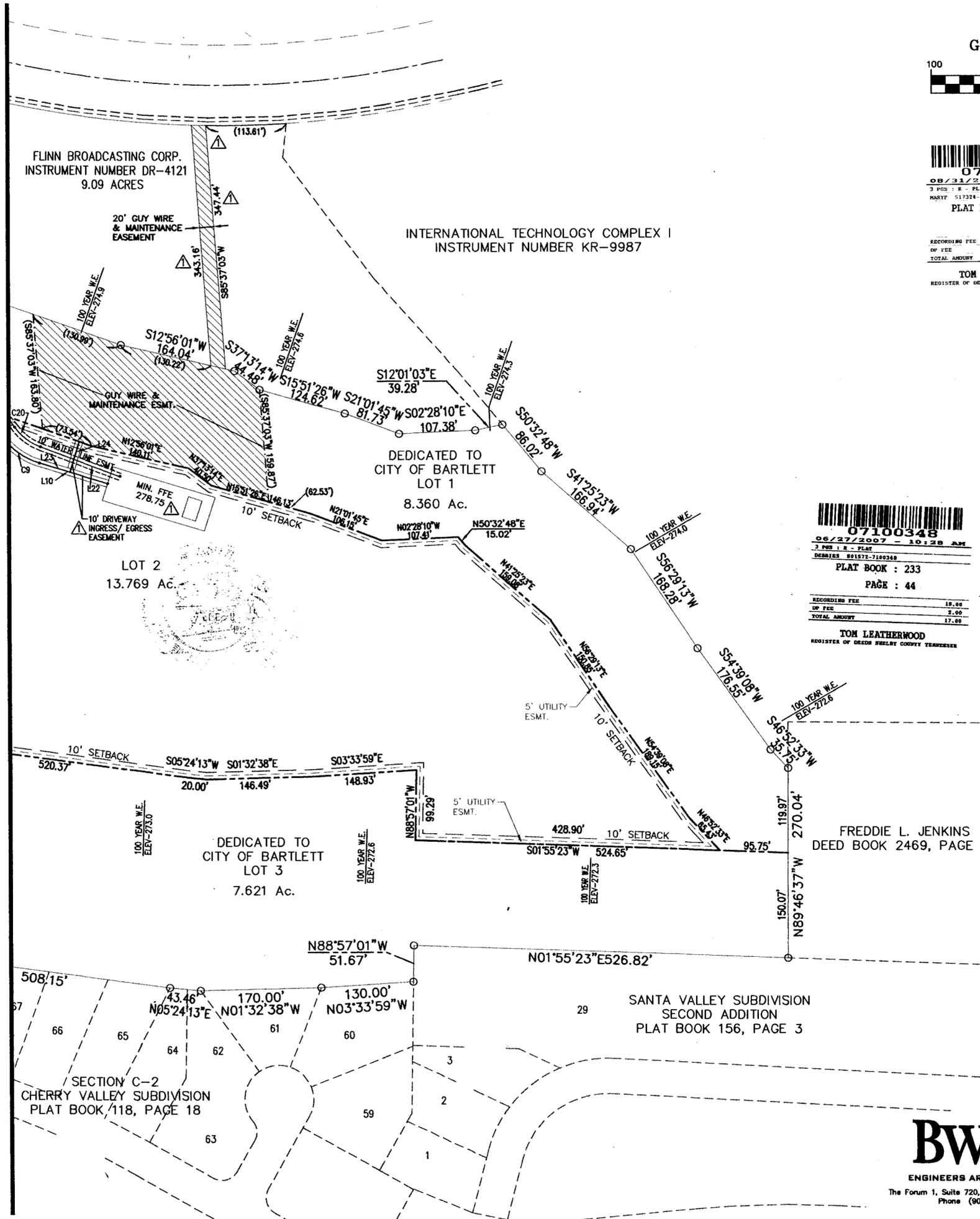
**BULK REGULATIONS**

	LOT 1	LOT 2	LOT 3
Minimum Lot Requirements			
Minimum Area (sq. ft)	N/A	15,000	N/A
Minimum Width (feet)		100	
Minimum Yard Requirements			
Front Yard (feet)	N/A	50'	N/A
Side Yard (feet)	N/A	10'	N/A
Rear Yard (feet)	N/A	20'	N/A
Minimum Requirements			
Maximum Height (Not applicable to the television tower)	N/A	2 Stories	N/A
Maximum Lot Coverage	N/A	30%	N/A

**BWSC** BARBE WASSONER BUNNER & GANNON, INC.  
 ENGINEERS ARCHITECTS PLANNERS SURVEYORS  
 The Forum 1, Suite 720, 6750 Poplar Avenue, Memphis, Tennessee 38138  
 Phone (901)755-7166 Fax (901)755-7844

FINAL PLAT  
**FLINN BROADCASTING SUBDIVISION**  
 3 LOTS - 29.75 ACRES  
 DEVELOPER: FLINN BROADCASTING  
 BARTLETT, SHELBY COUNTY, TENNESSEE  
 DATE: SEPTEMBER 18, 2006  
 REVISOR: AUGUST 01, 2007  
 ORIGINAL PAGE REPAINTED

MATCHLINE SEE SHEET 1 OF 3



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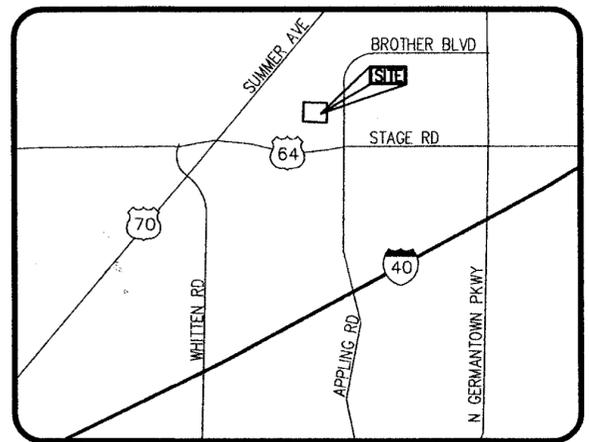
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**TOM LEATHERWOOD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE



**VICINITY MAP**

N.T.S.

**CONDITIONS OF APPROVAL**

1. A plat is required to set aside the 'greenbelts' and sewer easement.
2. Water: The proposed new building will require water service. This will require a water main extension from Brother Blvd with fire hydrants every 500', as that is the nearest source.
3. Sewer: Sewer is required to the proposed building. There appears to be more than one 'source' for sewer service. A public main with an easement will be required to within 350' of the proposed new building. The commercial tap fee calculation will include only those acres that were not included in the 17.4 acres used in the tap fee calculations of 10 years ago, when the first tower was constructed. It appears this equates to approximately 23.8 more acres. The engineer should provide Bartlett Engineering an overlay showing both areas to confirm the acreage.
4. Greenbelt:
  - a. The Open Space Easements shall be redefined as "greenbelt to be dedicated to Bartlett or conservation easements and pedestrian easements should be provided suitable to City Engineer." Based on the proposed layout of these areas, rather than a strict 150' from each side of the centerline of the creek, we are looking for a total of 300' combined from the west side, will only require 150'.
  - b. A green belt walking trail (8' wide by 4" thick asphalt) required along the greenbelt on the south side of Lateral A and the north side of Lateral C. Bartlett will require cash in lieu of construction for both trails.
5. The proposed driveway and parking lot must be asphalt or concrete.
6. Based on the minimal improvements, detention will not required. However should future development proposed on this site, the need for detention will be reevaluated. This shall be noted on the plat.
7. A TDEC permit and full commercial subdivision contract will be required.
8. Approval of the special use permit and the Planned Commercial or Industrial Development shall be subject to approval of I-0 zoning for the subject property.
9. Permitted uses on Parcel A shall be a Communications Tower and associated buildings in accordance with the application, the uses of the ORO1 district, and a Child Care Center.
10. This Planned Commercial or Industrial Development shall not become effective until the open space easement for Parcels B and C has been granted to the City.

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**TOM LEATHERWOOD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

⚠️ **INDEMNITY:** FLINN BROADCASTING CORPORATION OR ITS SUCCESSORS IN TITLE HEREBY INDEMNIFIES AND HOLDS THE CITY OF BARTLETT HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS AND JUDGMENTS ARISING FROM AND RELATED TO THE CONSTRUCTION ON, AND USAGE BY FLINN BROADCASTING, INC. AND ANY OF THEIR ASSIGNS ON THE GUY WIRE AND MAINTENANCE EASEMENTS, AS SHOWN ON THIS PLAT.

⚠️ Flinn Broadcasting Corporation reserves for itself and its successors and assigns, a perpetual easement on, over, across and through the Easements identified on this Plat with respect to the property dedicated to the city of Bartlett (Lot 1) for the purposes of constructing, reconstructing, installing, operating, maintaining, repairing, replacing, inspecting and removing (i) tower guy wire anchors and ground connections for transmission towers constructed or to be constructed by Flinn Broadcasting, by its successors and assigns and by all persons claiming under them and (ii) electrical services constructed or to be constructed to or for the benefit of transmission facilities constructed or to be constructed by Flinn Broadcasting Corporation, by its successors and assigns and by all persons claiming under them. **LIMITATION: THIS APPLIES FOR THE EXISTING TOWER & NEW TOWER UNDER CONSTRUCTION AT THE TIME OF THIS RE-RECORDING. NO ADDITIONAL TOWERS.**

**FINAL PLAT**

**FLINN BROADCASTING SUBDIVISION**

3 LOTS - 29.75 ACRES

DEVELOPER: FLINN BROADCASTING

BARTLETT, SHELBY COUNTY, TENNESSEE

DATE: SEPTEMBER 18, 2006

⚠️ REVISED: AUGUST 01, 2007

ORIGINAL PAGE REPRINTED

**BWSC**

BARGE WASSON SUMNER & CANNON, INC.

ENGINEERS ARCHITECTS PLANNERS SURVEYORS

The Forum 1, Suite 720, 6750 Poplar Avenue, Memphis, Tennessee 38138

Phone (901)755-7186 Fax (901)755-7844

RE-RECORDING NOTE

- △ This plat is being re-recorded to:
  - Make 10' driveway an ingress/ egress easement.
  - Add 10' driveway and ingress/ egress easement to Lot 2.
  - Extend 20' guy wire and maintenance easement to Brother Boulevard.
  - Revise finished floor elevation of building
  - Add easement language.
  - Revise indemnification paragraph.

Original plat was damaged. This plat is being re-recorded in its place.

OWNER'S CERTIFICATE

I, George S. Flinn III, the undersigned owner of the property shown hereon, hereby adopt this as my plan of subdivision and dedicate the streets as shown to the public use forever, and hereby certify that I am the owner-in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

NOTARY CERTIFICATE

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared (printed name of owner) with whom I am personally acquainted, and who, upon oath, acknowledged himself to be (title) of (bank) and he as such (title) executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

Notary Public

My Commission expires

11-10-09



PLANNING COMMISSION CERTIFICATE

I, Terry Emerick, do hereby certify that the City of Bartlett Planning Commission has approved this plat of subdivision for recording.

8-30, 2007

Date

Terry Emerick  
Secretary, Bartlett Planning Commission

BOARD OF MAYOR AND ALDERMAN CERTIFICATE

I, A. Keith McDonald, do hereby certify that all required improvements have been installed or that a performance bond or other collateral in sufficient amount to assure completion of all required improvements has been posted for the subdivision shown on this plat and are hereby approved by the City of Bartlett, Tennessee.

8/30, 2007

Date



PLANNING COMMISSION CERTIFICATE

I, Terry Emerick, do hereby certify that the City of Bartlett Planning Commission has approved this plat of subdivision for recording.

6-21, 2007

Date

Terry Emerick  
Secretary, Bartlett Planning Commission

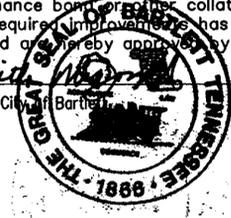
BOARD OF MAYOR AND ALDERMAN CERTIFICATE

I, A. Keith McDonald, do hereby certify that all required improvements have been installed or that a performance bond or other collateral in sufficient amount to assure completion of all required improvements has been posted for the subdivision shown on this plat and are hereby approved by the City of Bartlett, Tennessee.

6/21, 2007

Date

A. Keith McDonald  
Mayor, City of Bartlett

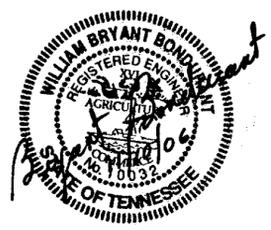


CERTIFICATE OF ADEQUACY OF STORM DRAINAGE

I, Bryant Bondurant, do hereby certify that I am a registered Professional Civil Engineer, and that I have designed all storm water drainage for the FLINN BROADCASTING SUBDIVISION to assure that neither said subdivision nor adjoining property will be damaged or the character of land adjoining property will be damaged or the character of land use affected by the velocity and volume of water entering or leaving same.

In witness whereof, I, the said Bryant Bondurant Professional Civil Engineer, hereunto set out hand and affix my seal this 10 day of November 2006.

Professional Civil Engineer  
State of Tennessee Certificate No. 10232



OWNER'S CERTIFICATE

I, George S. Flinn III, the undersigned owner of the property shown hereon, hereby adopt this as my plan of subdivision and dedicate the streets as shown to the public use forever, and hereby certify that I am the owner-in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

NOTARY CERTIFICATE

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared (printed name of owner) with whom I am personally acquainted, and who, upon oath, acknowledged himself to be (title) of (bank) and he as such (title) executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

Notary Public

My Commission expires

Michelle D. Taylor  
7-27-2010



MORTGAGEE'S CERTIFICATE

**NO MORTGAGE**

We, the undersigned, ~~do hereby certify that we are the mortgagee duly authorized so to act and that said property is unencumbered by any taxes which have become due and payable.~~

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared (printed name of owner) with whom I am personally acquainted, and who, upon oath, acknowledged himself to be (title) of (bank) and he as such (title) executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

In witness whereof, I have hereunto set my hand and affixed my seal this        Day of       , 20      .

Notary Public

My Commission expires

CERTIFICATE OF SURVEY

I, Kenneth E. Francis, Jr. do hereby certify that I am a Registered Land Surveyor, and that I have surveyed the lands embraced within the plat or map designated as FLINN BROADCASTING SUBDIVISION, a subdivision all lying within the corporate limits of the City of Bartlett, Tennessee; said plat or map is a true and correct plat or map of the lands embraced therein, showing the subdivision thereof in accordance with the Subdivision Regulations of the City of Bartlett, Tennessee; I further certify that the survey of the lands embraced within said plat or map has been correctly monumented in accordance with the subdivision Regulation of the City of Bartlett, Tennessee.

In witness whereof, I, the said Kenneth E. Francis, Jr. Registered Land Surveyor, hereunto set out hand and affix my seal this 10th Day of NOVEMBER, 2006.

State of Tennessee Certificate  
No. 1567



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TOM LEATHERWOOD  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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FINAL PLAT  
**FLINN BROADCASTING SUBDIVISION**

2 LOTS - 29.75 ACRES  
DEVELOPER: FLINN BROADCASTING  
BARTLETT, SHELBY COUNTY, TENNESSEE  
DATE: SEPTEMBER 18, 2006  
REVISED: AUGUST 01, 2007

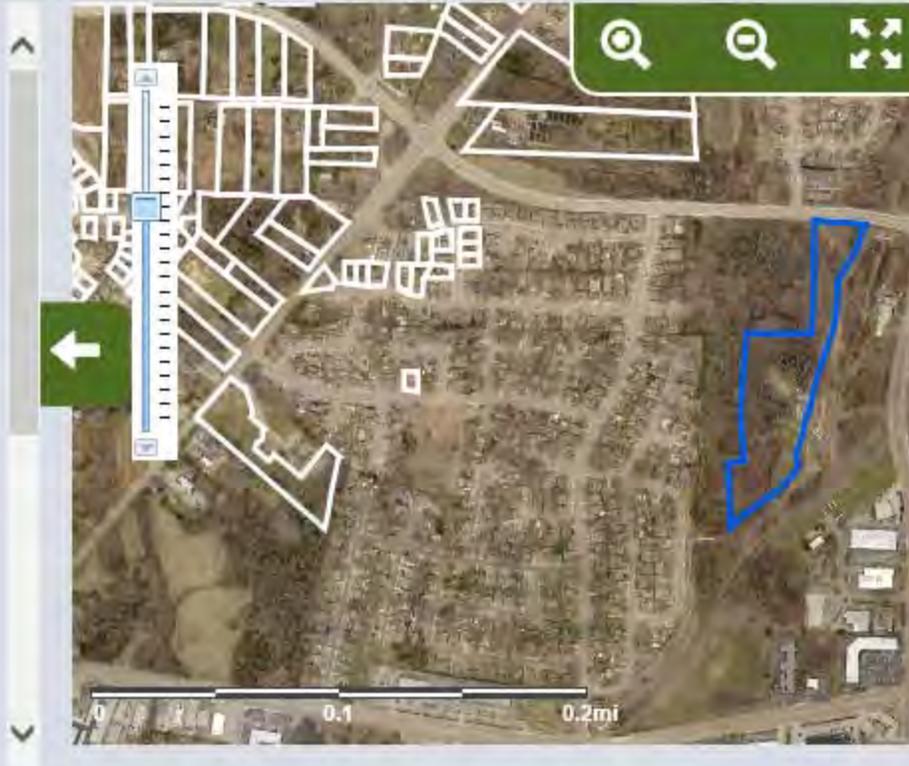
[Search](#)

[Details](#)

[Layers](#)

### Property Details

Owner Name: FLINN BROADCASTING CORP  
Property Address: 0 YALE RD, BARTLETT  
Parcel ID: B0158 00926  
2019 Appraisal: \$151,500  
Tax District: BARTLETT  
Tax Map: [96N](#)  
Year Built:  
Lot Number: 2  
Subdivision: FLINN BROADCASTING SUBDIVISION  
Plat Book & Page: [234-046](#)  
Dimensions: null



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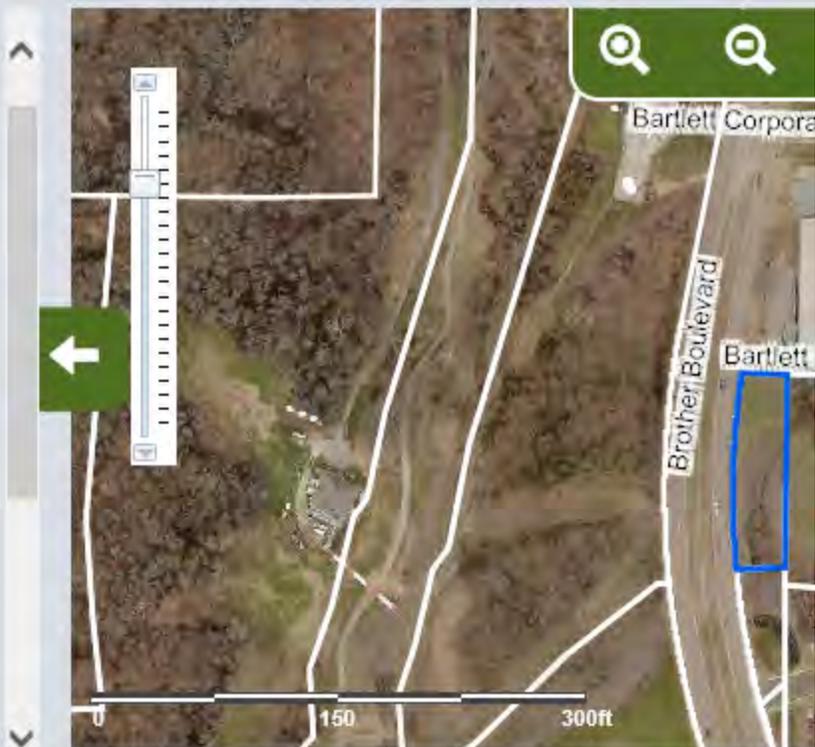
Search

Details

Layers

### Property Details

Owner Name: FLINN BROADCASTING CORP  
Property Address: 0 BROTHER BLVD, BARTLETT  
Parcel ID: B0158 00585  
2019 Appraisal: \$700  
Tax District: BARTLETT  
Tax Map: [105C](#)  
Year Built:  
Lot Number: null  
Subdivision: null  
Plat Book & Page : [UNKNOWN](#)  
Dimensions: 314.53 X 70.18 IRR  
Total Acres: 0.927  
Owner Address: 188 BELLEVUE BLVD S  
38104  
Class: INDUSTRIAL



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EXHIBIT B

FORM SPECIAL WARRANTY DEED

**This Instrument Prepared By And Please Return To:**

Christopher C. Lamberson  
Glankler Brown, PLLC  
6000 Poplar Avenue, Ste. 400  
Memphis, TN 38119

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (“**Grantor**”) and \_\_\_\_\_ (“**Grantee**”).

**WITNESSETH:**

That, for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the real estate, situated and being in Shelby County, Tennessee, being more particularly described below, together with all improvements thereon, and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto (collectively, the “**Property**”):

\_\_\_\_\_  
\_\_\_\_\_

Being part of the same property conveyed to Grantor by \_\_\_\_\_.

Grantor conveys the above described property, including any after acquired title of Grantor, free of encumbrances, created or suffered by the Grantor, except those matters set forth on Exhibit A attached hereto and made a part thereof (the “**Permitted Encumbrances**”), and Grantor does hereby warrant the title and quiet possession against the lawful claims of all persons claiming the same by, through or under Grantor, but not further or otherwise.

*{Signature page follows}*

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

\_\_\_\_\_

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Personally appeared before me, a notary public in and for said State and County, duly commissioned and qualified, \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, the within named bargainer, a \_\_\_\_\_, and that, as such officer, he executed the foregoing instrument for the purposes herein contained, by signing the name of the company by himself as such \_\_\_\_\_.

Witness my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Property Owner and Party Responsible For Payment Of Real Property Taxes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tax Parcel Identification Number:**

\_\_\_\_\_

**AFFIDAVIT**

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$\_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**PERMITTED ENCUMBRANCES**