

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), dated as of April 12, 2017 (the "Effective Date"), by and between **HICKORY MC INVESTMENTS**, a Tennessee general partnership, and **MT LOT, LLC**, a Tennessee limited liability company, on the one hand (collectively the "Assignor"), and **HM DEVELOPMENT LLC**, a Tennessee limited liability company, on the other hand (the "Assignee").

WHEREAS, Assignor is presently the owner of that certain real property described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property");

WHEREAS, the Property may become subject to that certain Declaration of Covenants, Conditions, and Restrictions for Oakhall, made on November 27, 2000, of record in Book 835, Page 990, in the Register's Office for Wilson County, Tennessee, that certain Declaration of Protective Covenants, Conditions and Restrictions for Oakhall II, executed on August 10, 2007, of record in Book 1265, Page 672, in said Register's Office, that certain First Supplement to Declaration of Protective Covenants, Conditions and Restrictions for Oakhall II, executed on August 16, 2007, of record in Book 1266, Page 184, in said Register's Office, that certain Storm Water Management Maintenance Agreement, entered on May 9, 2013, of record in Book 1543, Page 783, in said Register's Office, and/or that certain Cost Sharing and Easement Agreement, effective on January 1, 2017, of record in Book 1753, Page 2329, in said Register's Office (collectively the "Development Documents");

WHEREAS, pursuant to the terms and conditions herein, Assignor wishes to assign all of their rights and duties under the Development Documents to Assignee and Assignee wishes to assume all of Assignor's rights and duties under the Development Documents;

WHEREAS, Assignee acknowledges and agrees that Assignor would not convey the Property to Assignee but for Assignee agreeing to enter this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Development Documents, including, but not limited to, any and all rights that Assignor may have as ~~owner~~ or developer of the Oakhall and/or Oakhall II subdivisions in Mt. Juliet, Tennessee. *M.S. H.S.*

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the Assignor under the Development Documents, from and after the Effective Date, including, but not limited to, any and all obligations that Assignor may have as ~~owner~~ developer of the Oakhall and /or Oakhall II subdivisions in Mt. Juliet, Tennessee. *M.S. H.S.*

3. Assignee's Indemnification of Assignor. Assignee shall and does hereby defend from, indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Development Documents, the Property, the Oakhall and/or the Oakhall II subdivisions in Mt. Juliet, Tennessee, based upon or arising out of Assignee's ownership of the Property or the acts or omissions of Assignee, including, but not limited to, any breach or alleged breach of the Development Documents, occurring or alleged to have occurred from and after the Effective Date.

4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and/or assigns.

5. Attorney's Fees. In the event of any legal action to interpret or enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

6. Counterparts. The parties agree that this Agreement may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

HICKORY MC INVESTMENTS, a Tennessee general partnership

By: [Signature]
James F. McCulloch
Its: Managing Partner

MT LOT, LLC

By: [Signature]
James F. McCulloch
Its: President

ASSIGNEE:

HM DEVELOPMENT LLC

By: _____
Name: _____
Its: _____

BK/PG: 1862/683-688
19662025



6 PGS:AL-ASSIGNMENT	
WENDY BATCH: 413405	
01/17/2019 - 10:43 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, WILSON COUNTY
JACKIE MURPHY
REGISTER OF DEEDS

3. Assignee's Indemnification of Assignor. Assignee shall and does hereby defend from, indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Development Documents, the Property, the Oakhall and/or the Oakhall II subdivisions in Mt. Juliet, Tennessee, based upon or arising out of Assignee's ownership of the Property or the acts or omissions of Assignee, including, but not limited to, any breach or alleged breach of the Development Documents, occurring or alleged to have occurred from and after the Effective Date.

4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and/or assigns.

5. Attorney's Fees. In the event of any legal action to interpret or enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

6. Counterparts. The parties agree that this Agreement may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

HICKORY MC INVESTMENTS, a Tennessee general partnership

By: _____
James F. McCulloch
Its: Managing Partner

MT LOT, LLC

By: _____
James F. McCulloch
Its: President

ASSIGNEE:

HM DEVELOPMENT LLC

By: HALAK SABARWA
Name: _____
Its: _____

4-

HAROUR SABA

STATE OF TENNESSEE

COUNTY OF WILSON

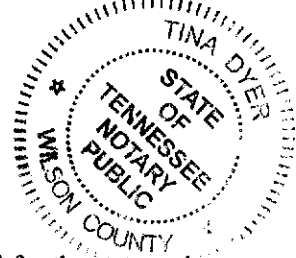
Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, **JAMES F. McCULLOCH**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is **MANAGING PARTNER** of **HICKORY MC INVESTMENTS, a Tennessee General Partnership** the within-named bargainor, and as such authorized partner, being given the authority to so do, executed the within instrument on behalf of the partnership by signing its name as such authorized partner.

WITNESS my hand and official seal at office, this 12 day of April, 2017.

Tina Dyer

NOTARY PUBLIC

My commission expires: 1/13/2021



STATE OF TENNESSEE

COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, **JAMES F. McCULLOCH**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is the **PRESIDENT** of **MT LOT, LLC**, the within-named bargainor, and as such authorized member, being given the authority to so do, executed the within instrument on behalf of the company by signing his name as such authorized member.

WITNESS my hand and official seal at office this 12th day of April, 2017.

Tina Dyer

NOTARY PUBLIC

My commission expires: 1/13/2021

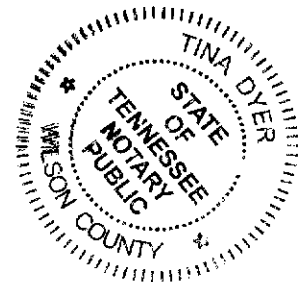


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A: Wilson County, TN, Tax Map 072, Parcel 005.02

Beginning at an iron pin (old) at the southeast corner of Oakhall Phase 3 Section 2A, of record in Plat Book 26, Page 467, in the Register's Office for Wilson County, Tennessee ("ROWCT"), Thence with Karen Thompson property (DB 1235, PG 2019, ROWCT), S 5° 23' 22" W 290.75 feet to a point. Thence S 83° 9' 48" W (previously incorrectly referred to as "E") 209.42 feet to a point. Thence S 5° 26' 29" W 500.27 feet to an iron pin. Thence with Acie McFarland property (DB 300 PG 128, ROWCT), N 82° 29' 49" W 123.57 feet, N 81° 41' 28" W 22.37 feet, N 83° 46' 17" W 71.09 feet to an iron pin and S 5° 29' 31" W 38.62 feet to an iron pin at a corner of Lot 81, Oakhall Phase 3 Section I, of record in Plat Book 26, Page 91. ROWCT.

Thence with the east boundary line of Oakhall Phase 3 Section I for the next 20 calls: N 84° 20' 50" W 146.51 feet to an iron pin. N 3° 23' 29" W 133.75 feet to an iron pin. N 7° 35' 5" W 40.00 feet to an iron pin. An arc with a delta of 8° 51' 20", a radius of 330.00 feet, an arc length of 51.00 feet and a chord of N 86° 50' 36" E 50.95 feet to an iron pin. N 88° 43' 45" W 61.69 feet to an iron pin. An arc with a delta of 90° 1' 1", a radius of 25.00 feet, an arc length of 39.28 feet and a chord of N 43° 43' 19" W 35.36 feet to an iron pin. N 1° 17' 12" E 65.43 feet to an iron pin. S 84° 12' 35" East 140.09 feet to an iron pin. N 3° 14' 16" East 79.88 feet to an iron pin. S 84° 20' 28" E 175.01 feet to an iron pin. N 5° 14' 3" E 15.18 feet to an iron pin. N 5° 58' 17" E 18.64 feet to an iron pin. N 6° 9' 59" W 159.32 feet to an iron pin. N 18° 53' 29" W 61.81 feet to an iron pin. N 75° 50' 55" W 84.95 feet to an iron pin. N 23° 23' 32" W 97.56 feet to an iron pin. N 7° 55' 26" W 50.00 feet to an iron pin. N 82° 4' 34" E 20.46 feet to an iron pin. An arc with a delta of 5° 23' 12", a radius of 230.00 feet, an arc length of 21.62 and a chord of N 84° 46' 10" E 21.62 feet to an iron pin. N 2° 32' 14" W 40.00 feet to an iron pin.

Thence along the south boundary line of Oakhall Phase 3 Section 2A, of record in Plat Book 26, Page 467, ROWCT, for the next five calls: N 2° 17' 53" W 74.71 feet to an iron pin. S 74° 45' 26" E 8.00 feet to an iron pin. N 61° 1' 6" E 50.11 feet to an iron pin. S 77° 28' 23" E 310.15 feet to an iron pin. S 89° 35' 21" East 103.23 feet to an iron pin. S 81° 32' 18" E 48.28 feet to the point of beginning and containing **6.258 acres**, more or less.

Being part of the same property conveyed to **Hickory MC Investments, a Tennessee General Partnership**, by Deed of Correction for Special Warranty Deed from Pinnacle National Bank of record in Book 1383, Page 2340, in the Register's Office for Wilson County, Tennessee. Reference is further made to Special Warranty Deed of record in Book 1383, Page 374, said Register's Office.

PARCEL B: Wilson County, TN Tax Map 072, Parcel 019.01

Land located in Wilson County, Tennessee and described as follows:

Beginning at a an iron pin at the NW corner of this tract and the south west corner of Roscoe Lassiter property (DB 408 PG 23, ROWCT), thence S 85° 37' 26" E 398.38 feet, and N 89° 3' 10"

E 112.73 feet to an iron pin. Thence with the east line of Somerset Tract Section 2, S 23° 17' 9" E 29.44 feet, S 4° 40' 27" W 107.08 feet, S 36° 24' 28" West 43.06 feet, S 4° 40' 27" W 79.96 feet, S 50° 4' 51" W 81.88 feet, S 30° 5' 19" E 19.48 feet and S 31° 17' 51" W 101.91 feet to an iron pin. Thence with Somerset Trace Section 1, N 52° 24' 33" W 32.60 feet, N 85° 14' 11" W 150.21 feet and S 86° 39' 41" W 213.22 feet to an iron pin. Thence N 6° 4' 44" E 413.23 feet to the point of beginning and containing 4.4203 acres, more or less.

Being part of the same property conveyed to **Hickory MC Investments, a Tennessee General Partnership**, by Special Warranty Deed from Pinnacle National Bank, dated December 31, 2009, and of record in Book 1383, Page 374, in the Register's Office for Wilson County, Tennessee.

PARCEL C: Wilson County, TN Tax Map 072, Parcel 016.00

Land located in the 1st Civil District of WILSON County, Tennessee, within the corporate limits of the City of Mount Juliet, Tennessee and being more particularly bound and described as follows:

North by Carrie B. Cawthon; East by Jim McFarland; South by Jim McFarland; and West by Carrie Cawthon. Said tract of land being 209 feet square.

Being the same property conveyed to **MT LOT, LLC**, a Tennessee limited liability company, by deed from Michael W. Ferrell, Administrator C.T.A. of the Estate of Acie Lewis McFarland, Barbara Hogan, Wanda Claybrooks, Alice Waters, Terry L. McFarland, Angelic McFarland, Sereta Shaw, Katrina Sweatt, Kelvin Talley, Darryl R. Talley, and Keith Talley, Devisees of the Last Will and Testament of Acie Lewis McFarland, dated April 17, 2012, and of record in Book 1483, Page 1477, Register's Office for Wilson County, Tennessee.