

This Instrument Prepared By:
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Kaman & Cusimano, LLC
9020 Overlook Blvd., Suite 314
Brentwood, TN 37027

Karen Johnson Davidson County
Batch# 1342156 DEEDMAST
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20251105-0088107

Assignment of Rights

THIS Assignment of Rights (the "Assignment") is made and effective this 4th day of November, 2025 (the "Effective Date"), by and between Tennessee Baptist Adult Homes, Inc. ("Assignor") and Deer Lake Retirement Association, Inc. ("Assignee").

WITNESSETH:

WHEREAS, there has been recorded a certain Master Deed for Deer Lake Retirement Community, of record in Book 5097, Page 529 in the said Register's Office ("Master Deed"), and By-Laws of Deer Lake Retirement Association, Inc. ("By-Laws"), of record in Book 5141, Page 82, said Register's Office, the said By-Laws having been amended and repealed by By-Laws of Deer Lake Retirement Association, Inc. (the "A&R By-Laws"), of record in Book 7556, Page 354, said Register's Office, which, all collectively, in part, provides for the construction, ownership, maintenance, preservation and architectural control of the Property (as defined by Article 1, Section 1.2 of the A&R By-Laws) and any and all Common Elements related to the Property as such capitalized terms are defined therein; and,

WHEREAS, the Assignor is one and the same corporation as Tennessee Baptist Service Corporation, which is named in the Master Deed, Tennessee Baptist Service Corporation having amended its charter to change its name to Tennessee Baptist Adult Homes, Inc.; and

WHEREAS, the Assignor is the grantee under a certain quitclaim deed of record in Book 7443, Page 321, Register's Office for Davidson County, Tennessee ("Quitclaim Deed") of certain right, title, and interest relating to Deer Lake Retirement Community as more specifically described in the Quitclaim Deed; and,

WHEREAS, there has been established the Deer Lake Retirement Association, Inc. ("Deer Lake" or "Association"), the Charter of which is of record in Book 5145, Page 462, et seq., Register's Office for Davidson County; and,

WHEREAS, as of the Effective Date herein the said the Assignee desires that the Assignor assign all rights of the Assignor, in and pursuant to the Master Deed and A&R By-Laws, and the Quitclaim Deed to the Assignee free and clear of any obligation to any party other than Assignee; and,

WHEREAS, in consideration thereof the Assignee has agreed to assume the obligations of the Assignor under the terms of the Master Deed and A&R By-Laws, free and clear of any obligation that Assignor may have to any party other than Assignee.

NOW THEREFORE, for and in consideration of the premises, which the Assignor and the Assignee agree to be good and sufficient consideration, the Assignor and the Assignor agree as follows:

1. In accordance with Article 2, Section 2.2 of the A&R By-Laws, the Assignor hereby appoints the following members of the Deer Lake Retirement Association, Inc. as the interim Board of Directors for the Assignee, each such Director serving in such capacity until their successor is duly elected at the next annual meeting of the Deer Lake Retirement Association, Inc., or until such other time as Director's successor is duly elected. Each Director named herein shall have all of the powers and duties of a director of the corporation provided by law or as included within Article 2 of the A&R By-Laws:
Dorothy Coltharp, Interim Director
Hudson Clark, Interim Director
Leigh Ann Cook, Interim Director
Grace Whitlow, Interim Director
2. Mark Anderson hereby resigns as president of the Assignee, effective immediately, and the Assignor hereby resigns as the managing agent of the Deer Lake Retirement Community effective immediately.
3. The Assignor hereby sells and assigns to the Assignee all of its rights, title and interest in and to the Master Deed and A&R By-Laws for Deer Lake Retirement Association, Inc., as of the Effective Date herewith.
4. The Assignor has simultaneously with the execution of this Assignment quitclaimed to Assignee by means of a quitclaim deed in the form attached to this Assignment as Exhibit 1, all of Assignor's right, title and interest in and to Deer Lake Retirement Community.
5. The Assignor covenants that it has full right and ability to assign the subject rights in the Master Deed and A&R By-Laws and to execute the quitclaim deed in Exhibit 1 without the approval of any third party and that the Assignee shall be entitled to any and all of Assignors rights in and to the Master Deed and A&R By-Laws, free and clear of any liability Assignor may have to any party other than Assignee, except as specifically provided below, from the Effective Date of this Assignment. In exchange for the rights received, the Assignee now assumes the responsibilities and obligations of the Assignor under the terms of said Master Deed and A&R By-Laws, from the Effective Date herein recited and shall protect, defend and hold the Assignor harmless for any further responsibility and/or liability therein.

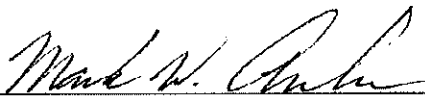
6. The Assignee acknowledges, ratifies, and affirms the following obligations with respect to the Assignor and agrees that it is solely responsible for the payment of these debts and obligations which are specifically described as follows:
- a. That certain Promissory Note dated May 21, 2025, from the Assignee to the Assignor in the principal amount of Fifty Thousand Dollars (\$50,000) bearing interest at the rate of 4.75%. The Assignor will be given a credit in the amount of \$5,875 against the principal balance of this Promissory Note for audio-visual equipment to be removed by the Assignor from the Deer Lake development.
 - b. Loan No. 00026, Account No. 0010371724 by Truist Bank to Assignor in the principal amount of \$200,000, which represents a loan to the Assignor the proceeds of which were used exclusively to assist Assignee with the purchase of Deer Lake Units, including specifically Deer Lake Unit 377. The outstanding principal balance of this Loan was \$167,678.09 as of October 15, 2025.

The Assignee agrees to satisfy these debts and obligations in full and obtain and record a release no later than ninety (90) days after the date of this Assignment.

[Signature pages to follow]

Executed effective the day and date first above written.

"Assignor"
Tennessee Baptist Adult Home, Inc.


By: Mark Anderson
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

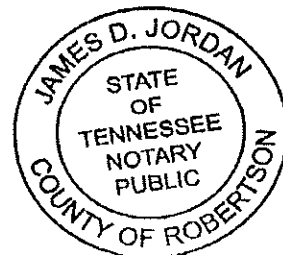
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Mark Anderson** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon his oath, acknowledged himself to be the President of Tennessee Baptist Adult Homes, Inc., the within named bargainor, and that he as said President, executed the within instrument for the purposes therein contained by signing the name of said Tennessee Baptist Adult Homes, Inc., by himself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 4TH day of November, 2025.

My commission expires: 7-18-2028


Notary Public

["Assignee" signature page on next page]



"Assignee"

Deer Lake Retirement Association, Inc.

Dorothy Coltharp
By: Dorothy Coltharp
Its: Interim Director

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, the within named **Dorothy Coltharp**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon her oath acknowledged herself to be the Interim Director of Deer Lake Retirement Association, Inc., the within named bargainor, and that she as such Interim Director executed the within instrument for the purposes therein contained by signing the name of the Association by herself as such Interim Director.

Witness my hand and official seal at office, this 23rd day of October, 2025.

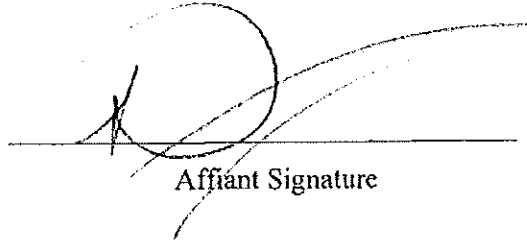
My Commission Expires: 1/22/29

Vicki M. Thomas
Notary Public



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on November 5, 2025.

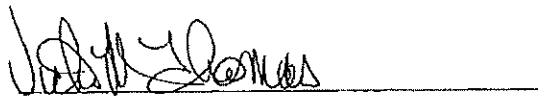

Affiant Signature

11/05/2025
Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 5th day of November, 2025.

My Commission Expires: 01/22/2029


Notary Public

NOTARY'S SEAL

