AFFIDAVIT OF HEIRSHIP

NEW OWNER:
Charles C. Burridge, Trustee
f/b/o Parker Family Trust
3016 Hedrick Street
Nashville, TN 37203

BILL GARRETT, Davidson County
Trans:T20130091861 AFFIDAVITH
Recvd: 10/25/13 13:28 10 pgs
Fees:52.00 Taxes:0.00
20131025-0111459

SEND TAX BILL TO:
Tim M. Stewart, et al
4851 Old Hydes Ferry Pike
Nashville, TN 37218

Map-Parcel Number: 06700008400 & 06700010500

State of Tennessee
County of Davidson

After being duly sworn, the undersigned affiant, Charles C. Burridge, Successor Trustee, makes oath as follows:

1) By a deed of record in book 9714, page 661, in the Register's Office for Davidson County, Tennessee, Roy W. Parker and wife, Martha Ann Parker were conveyed a ½ undivided interest ("the Property") in the following described real estate in Davidson County, Tennessee, to wit:

> See Exhibit A for Compete Description
>
> Being the same ½ undivided interest in property conveyed to Roy W. Parker and wife, Martha Ann Parker by a deed of recorded in book 9714, page 661, in the Register's office for Davidson County, Tennessee.
>
> This is unimproved property commonly known as: South Side of Hydes Ferry Pike and East of Old Hickory Blvd.

2) That following the death of Martha Ann Parker on August 18, 2003, whose Will was admitted to probate and administered in the Probate Court for Davidson County, Tennessee, in docket number 03-P-1482, Roy W. Parker did execute file a Partial Disclaimer of Estate Property ("the Disclaimer"), which is of record as instrument number 20040428-0048233 in the Register's office for Davidson County, Tennessee, wherein he disclaimer a ½ undivided interest in the ½ half undivided interest in the within described Property, and pursuant to the last Will of Martha Ann Parker any disclaimed property became

property of the Parker Family Trust, a trust indenture created under the Will of Martha Ann Parker ("the Trust");

3) That following the death of Roy W. Parker on January 23, 2007, whose Last Will and First Codicil ("the Codicil") was admitted to probate and administered by the Probate court for Davidson County, Tennessee in case number 07P-176;

4) That by reason of paragraph 2 of the Codicil, Roy W. Parker did ("the Devise") devise all of his estate to the Trust, which included the 1/4th undivided interest in the within described real estate that was owned by Roy W. Parker at the time of his death;

5) That by reason of the Disclaimer and the Devise the Trust is now the owner of a ½ undivided interest in the within described Property;

6) The undersigned affiant has been appointment to be the successor trustee of the Trust, which appointment is of record as instrument number 20131017-0108562 in the Register's Office for Davidson County, Tennessee

Witness my hand on the day and date below written.

Charles C. Burridge — 10/23/13

Charles C. Burridge — dated
Successor Trustee and Affiant
f/b/o Parker Family Trust

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ken Smith II, the undersigned notary public in and for said county and state, the within named affiant with whom I am personally acquainted and who acknowledged that she executed this instrument for the purposes contained herein.

Witness my hand on this the 23rd day of October, 2013.

Comm. Exp. 5-5-2015

Notary Public

KEN SMITH II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 5, 2015

Prepared By:
Charles C. Burridge, Atty
3016 Hedrick Street
Nashville, Tennessee 37203
615-385-2268 BPR 9912

TRACT NO. 1: A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Tracts Nos. 12,13,14 and 15 of the Edie I. Bateman Farmer heir's lands, in the 13th Civil District of Davidson County, Tennessee, described according to an unrecorded survey by Jones and Moore Company, Inc., Dickson, Tennessee, dated March 31, 1975, as follows:

Said Tract 12 begins at an iron pin on the southerly margin of Old Hickory Boulevard, said iron pin being in the common corner of Tract 11 and Tract 12; thence South 36° 00' East 1130.31 feet to an iron pin; thence North 42° 51' East 173.00 feet to an iron pin; thence along the common boundary between Tract No. 12 and Tract No. 13 North 35° 59' West 1096.86 feet to an iron pin in the Southerly margin of Old Hickory Boulevard; thence South 53° 59' West 170.00 feet along the southerly margin of Old Hickory Boulevard, to the point of beginning, said Tract containing 4.34 acres, more or less.

Said Tract No. 13 begins at an iron pin on the southerly margin of Old Hickory Boulevard, said iron pin being the common corner of Tract No. 12 and Tract No. 13; thence South 35° 59' East 1096.86 feet to an iron pin; thence North 42° 51' East 209.07 feet to an iron pin; thence North 1° 16' East 20.00 feet to an iron pin; thence along the common boundary between Tract No. 13 and Tract No. 14, North 35°50' West 1040.61 feet to an iron pin on the southerly margin of Old Hickory Boulevard, thence South 53° 59' West 220.00 feet along the southerly margin of Old Hickory Boulevard to the point of beginning, said tract containing 5.35 acres, more or less.

Said Tract No. 14 begins at an iron pin on the southerly margin of Old Hickory Boulevard, said iron pin being the common corner of Tract No. 13 and Tract No. 14; thence South 35° 50' East 1040.61 feet to an iron pin; thence North 1° 16' East, 418.00 feet to an iron pin; thence along the common boundary between Tract No. 14 and Tract No. 15 North 35° 51' West 708.07 feet to an iron pin on the southerly margin of Old Hickory Boulevard; thence South 53° 59' West 252.00 feet along the southerly margin of Old Hickory Boulevard to the point of beginning, said Tract containing 5.05 acres, more or less.

Said Tract No. 15 begins at an iron pin on the southerly margin of Old Hickory Boulevard, said iron pin being the common corner of Tract No. 14 and Tract 15; thence South 35° 51' East 708.07 feet to an iron pin; thence North 1° 16' East 950.18 feet to an iron point on the southerly margin of Old Hickory Boulevard; thence along a curve to the right having a radius of 964.69 feet a distance of 352.20 feet to a point on the southerly margin of Old Hickory Boulevard; thence South 53° 59' West 226.10 feet to the point of beginning, said Tract containing 4.43 acres, more or less.

TRACT NO. 2: LAND in the 13th, formerly the 25th, Civil District of Davidson County, Tennessee, described according to a partial survey made by Lewis D. Justice, Surveyor, March 23, 1944, as follows:

BEGINNING at a point in the center of the Old Hyde's Ferry Pike, the northwest corner of the property conveyed to C.W. Burns and wife, by deed of record in Book 1264, page 167, Register's Office for said County; thence with the center of said Pike, south 83° 55' west 175.9 feet to a point, north 89° 45' west 145.1 feet, north 84° 20' west 106.9 feet, south 86° 15' west 357.6 feet to a point; thence north 83° 55' west 88.3 feet, north 73° 20' west 114.4 feet, north 76° 30' west 391 feet, north 81° west 228 feet to a point; thence north 87° 55' west 511.8 feet to a point in the center of Old Hickory Boulevard; thence south 83° 45' west 85 feet to a point in the center of a bridge; thence leaving Hydes Ferry Pike, south 5° 20' east 1559 feet to a hackberry; thence south 37° 10' west

698.5 feet to a beech in the line dividing the lands of G.W. Tribble; thence with said dividing line, south 39° 40' each 553.5 feet to a triple oak; thence south 22° 15' east 556 feet to a hickory; thence south 55° 5' east 324 feet to a post; thence south 27° 45' east 110 feet to a hackberry; thence south 2° 40' east 237 feet to a buckeye; thence south 14° 15' east 235 feet to a hickory; thence south 23° 55' east 160.3 feet to a locust; thence south 45° 40' east 403 feet to a locust; thence south 34° 40' east 710 feet to an elm; thence north 74° 45' east 220.3 feet to a stake; thence north 53° 35' east and passing the northwest corner of the property conveyed to Orman Simpkins and wife, by deed of record in Book 1199, page 484, said Register's Office, 160 feet to a hackberry; thence continuing with Simpkins north line as follows: East 174 feet to a hickory; thence south 70° east 227 feet to a hickory; thence north 80° east 240 feet; thence south 77° 5' east 190 feet, south 74° east 598 feet to a point, the low water mark of Cumberland River; thence down said River north 35° east 511 feet, north 28° east 160 feet to a point; north 12° 30' east 144 feet to a point; north 23° east 524 feet to a point at low water mark of said River and in the line of the lands of McAdoo; thence continuing with McAdoo's line and leaving said River north 42° 30' west 1518 feet to a point; thence north 2° 30' west 692.6 feet to a point in the south line of the lands conveyed to C.W. Burns above mentioned; thence along Burns' line as follows: south 77° west 860 feet, north 1° west 324 feet, north 30° west 200 feet and north 1° west 1224 feet to a point of beginning, containing 278.1 acres, more or less.

EXCLUSIONS:

Included in the above described Tract 2 but excluded therefrom for the purposes of this conveyance is the following described land which was conveyed to Robert Clinton Hall and wife, Ruby Louise Hall, by deed from the Marco Investment Company, which deed is of record in Book 3861, page 412, said Register's Office, and which property is described as follows:

LAND in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Barge, Waggoner and Sumner, Engineers, August 29, 1963, as follows: BEGINNING at a point in the center of the Old Hyde's Ferry Pike, said point being the northwest corner of the property conveyed to C.W. Burns and wife, by deed of record in Book 1264, page 167, Register's Office for said County; thence with Burns western boundary line south 1° 49' west 1067.3 feet; thence north 88° 11' west 252.8 feet; thence north 2° 00' east 1046.6 feet to the center of Old Hyde's Ferry Pike; thence with the same, north 87° 03' 42" east 250.45 feet to the beginning.

Also included in the above described Tract No. 2, but excluded therefrom for the purposes of this conveyance is the following described land which was conveyed to Joseph H. Parker and wife, Marianne P. Parker, by James W. Stewart and Roy W. Parker, by deed dated June 15, 1987, of record in Book 7269, page 476, Register's Office for Davidson County, Tennessee:

LAND in Davidson County, Tennessee, described according to a Boundary Plat made by William M. Keel, Registered Land Surveyor, No. 990, dated February, 1987 as follows:

BEGINNING at an iron pin in the southerly margin of Old Hydes Ferry Pike, said pin being referenced from a spike in the intersection of the centerline of Old Hydes Ferry Pike, with the centerline of Old Hickory Boulevard (in the Scottsboro Community) as follows: Beginning at said spike in the intersection of the centerline of Old Hydes Ferry Pike with the centerline of Old Hickory Boulevard thence; South 87° 55' 00" East, 511.80 feet to a point in the centerline of Old Hydes Ferry Pike thence; South 81° 00' East, 82.40 feet to a point in the centerline of Old Hydes Ferry Pike thence; South 6° 47' 30" West, 15.49 feet

to an iron pin, the point of beginning of this survey; Thence, South 6° 47' 30" West 66.42 feet to an iron pin thence; S 7° 54' 24" West 110.37 feet to an iron pin thence; South 48° 45' 43" East 174.26 feet to an iron pin thence; South 10° 08' 38" West 461.37 feet to an iron pin thence; South 67° 17' 56" East 405.20 feet to an iron pin thence; North 6° 39' 29" East 815.49 feet to an iron pin in the southerly margin of Old Hydes Ferry Pike thence; with the southerly margin of Old Hydes Ferry Pike, North 78° 57' 56" West 338.36 feet to an iron pin thence; continuing with said margin, along a curve to the left (I - 3° 59' 38"; R - 2368.48 feet) a distance of 165.09 feet to the point of beginning, containing 7.33 acres, more or less.

Being part of the same property conveyed to Roy W. Parker and Ann Parker (being one and the same person as Ann Murphy Parker) by deed from James W. Stewart and wife Sybil Stewart of record in Book 8132, page 737, Register's Office of Davidson County, Tennessee, and further being the same property conveyed to Roy W. Parker and wife Ann Murphy Parker by deed from Roy W. Parker of record in Book 7714, page 657, said Register's Office.

The foregoing legal description is the same as is contained in the previous deed of record.

This is improved property known as 3886 Old Hickory Boulevard, Nashville, Tennessee 37218.

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

1. **RESERVATION OF RIGHT OF FIRST REFUSAL AND PURCHASE OPTION.**

Further hereby Grantors, for and in consideration of the premises and other good and valuable consideration, do hereby reserve a right of first refusal and purchase option to re-purchase the Property on the following terms and conditions:

(a) Right of First Refusal. If the Grantees, or the survivor of them, or any of their children who acquire an interest in the Property by gift, transfer or devise from either or both of the Grantees (the Grantees, or the survivor of them or such children individually and collectively the "First Party") shall receive a bona fide offer from any third party for the Purchase of the Property or any part thereof or interest therein which offer the First Party desires to accept, or if the First Party desires to make a bona fide offer to sell the Property or any part thereof or any interest therein to a third party, the First Party shall promptly deliver to the Grantors, or the survivor of them, or any of their children who acquire an interest in the Property by gift, transfer or devise from either or both of Grantors (the Grantors, or the survivor of them or such children individually or collectively the "Second Party"), a written notice setting forth the full terms and conditions of the transaction, and if available, a copy of such offer. The Second Party may, within thirty (30) days after receipt of such notice elect to purchase the Property or such portion thereof or interest therein which is subject to any offer as described above on the same terms and conditions as those set forth in such notice; except that in the case of any purchase, the Second Party shall be credited against the purchase price to be paid by the Second Party, the sum equal to the amount of the brokerage commission, if any, which the First Party shall save by the sale to the Second Party. In the event that any proposed sale, as to which the Second Party did not exercise his right of first refusal as above provided, is not consummated by the First Party within one hundred twenty (120) days after notice thereof was given to the Second Party, or if prior to the closing of such transaction the terms available to the proposed transferee are modified and made materially more favorable to the third party, the Property or portion thereof or interest therein, as the case may be, must be re-offered to the Second Party in the same manner provided above and the Second Party shall have thirty (30) days from receipt of the First Party's modifications within which to exercise the right of first refusal.

Any sale, gift, transfer or devise by any one or more of the First Parties to any other of the First Parties of the Property or any portion thereof or interest therein shall not be subject to the foregoing right of first refusal. However, in the event that any such person(s) who acquired the Property or any portion thereof or interest therein in a transaction exempted from the right of first refusal as provided in the preceding sentence, shall desire to sell the Property or any portion thereof or interest therein to any third party, then any such sale or conveyance shall be subject to the right of first refusal as provided herein.

(b) Purchase Option. Second Party shall have the right and option to purchase the Property or portion thereof or interest therein, as the case may be, upon the gift or devise by any First Party of the Property or any portion thereof or interest therein to any person or entity other than to any other First Party. Such option to purchase is subject to the following terms and conditions:

The purchase price for the Property or any portion thereof or interest therein, as the case may be, shall be the sum equal to the "Fair Market Value" (as hereinafter defined) of the Property or such interest or portion, as the case may be, as of the date that Second Party exercises his option to purchase the Property in accordance herewith and as reduced, to the extent appropriate, by First Party's pro rata obligations on any then outstanding mortgages, deeds of trust or other monetary liens on the Property or portion thereof as interest therein, as the case may be.

(1) If the parties have not agreed in writing as to the Fair Market Value of the Property or such interest or portion, as the case may be, within 30 days after Second Party delivers notice of the exercise to First Party, each party shall, within 35 days after the date such notice of exercise is given, designate a professional M.A.I. appraiser who is engaged in the business of appraising real estate located in Davidson County, Tennessee, and shall notify the other party of the appraiser so selected. Within 30 days thereafter, the two appraisers so selected shall determine the Fair Market Value of the Property or portion thereof or interest therein, as the case may be. The "Fair Market Value" of the Property or portion thereof or interest therein, as the case may be, shall be and the appraisers shall determine the price which the Property or portion thereof or interest therein, as the case may be, would bring if exposed to the market for a reasonable period of time with the seller under no compulsion to sell and the purchaser thereof being under no compulsion to purchase and not in possession of the Property or portion thereof or interest therein, as the case may be. In the event that the two appraisers cannot agree on such determination by the end of the 30-day period, they shall select within 15 days after the expiration of such 30 day period a third appraiser who is similarly qualified. If the two appraisers cannot agree on the selection of the third appraiser, then he shall be selected by First Party and Second Party, but if they cannot agree, then by the Presiding Judge for the Circuit Courts of Davidson County, Tennessee. The Fair Market Value shall be that determined by the two original appraisers if they agree or by the majority of the board of three appraisers, or if a majority cannot agree, then that determined by the third appraiser. The appraisers shall notify each party of the determination in writing. Second Party may, within 10 days after receipt of the appraisers' determination of the Fair Market Value, reject such determination, thus revoking his exercise of the option to purchase the Property or portion thereof or interest therein, as the case may be. If such exercise has not been so revoked within such 10 day period, determination of the board of appraisers or the third appraiser as provided above, shall be incontestably binding upon and enforceable against each party hereto.

The parties hereto shall use their best efforts to cause the board of appraisers to render a prompt written decision as to the Fair Market Value as soon as practicable. Each party shall bear the cost of their own appraiser and all other costs of the appraisal, including the cost of the third appraiser, shall be borne by the parties equally.

If Second Party elects to exercise the option to purchase, Second Party shall notify First Party in writing of his exercise of this option at any time during the duration of this option. The closing of the purchase will be held in Nashville, Tennessee within 30 days after the purchase price is determined in accordance herewith.

(b) Procedure on Purchase. In the event of the purchase of the Property or portion thereof or interest therein, as the case may be, by Second Party pursuant to the Purchase Option, the First Party shall convey to Second Party or his designee by quitclaim deed, good, record and marketable title to the real property purchased, subject only to (i) real estate taxes which are not delinquent; (ii) any exceptions in existence on the date hereof; and (iii) all exceptions created subsequent to the date hereof which Second Party has in writing requested or consented to. The purchase price shall be paid in cash by wire transfer or immediately available funds at the time of the closing; provided that if the Property or portion thereof or interest therein, as the case may be, has suffered any damage that would be covered by a policy of "all risk" physical loss insurance, the First Party and the holders of all mortgages on the Property or portion thereof or interest therein, as the case may be, shall pay to Second Party all of the proceeds of such insurance or, to the extent such proceeds have not been collected, assign to Second Party all of their respective rights and interests therein; or at his election Second Party may reduce the purchase price paid by the amount of such proceeds attributable to First Party's interest in the Property and deduct such sum from the purchase price payable at closing. First Party shall furnish to Second Party and pay the costs of title insurance on the Property or portion thereof or interest therein, as the case may be, in the amount of the purchase price and Second Party shall pay all costs of recording the deed, including any transfer taxes thereon. Each party shall be responsible for and shall pay 50% of all other closing costs, including the costs of a survey and any escrow charges, if any. Each party shall be responsible for the fees of its respective counsel.

2. GRANT OF RIGHT OF FIRST REFUSAL AND PURCHASE OPTION.

Further hereby Second Party for and in consideration of the premises and other good and valuable consideration, does hereby grant to First Party the following right of first refusal and purchase option to purchase the Property:

(a) Right of First Refusal. If the Second Party shall receive a bona fide offer from any third party for the Purchase of the Property or any part thereof or interest therein which offer the Second Party desire to accept, or if the Second Party desire to make a bona fide offer to sell the Property or any part thereof or any interest therein to a third party, the Second Party shall promptly deliver to the First Party a written notice setting forth the full terms and conditions of the transaction, and if available, a copy of such offer. The First Party may, within thirty (30) days after receipt of such notice elect to purchase the Property or such portion thereof or interest therein which is subject to any offer as described above on the same terms and conditions as those set forth in such notice; except that in the case of any purchase, the First Party shall be credited against the purchase price to be paid by the First Party, the sum equal to the amount of the brokerage commission, if any, which the Second Party shall save by the sale to the First Party. In the event that any proposed sale, as to which the First Party did not exercise his right of first refusal as above provided, is not consummated by the Second Party within one hundred twenty (120) days after notice thereof was given to the First Party, or if prior to the closing of such transaction the terms available to the proposed transferee are modified and made materially more favorable to the third party, the Property or portion thereof or interest therein, as the case may be, must be re-offered to the First Party in the same manner provided above and the First Party shall have thirty (30) days from receipt of the Second Party's modifications within which to exercise the right of first refusal.

Any sale, gift, transfer or devise by any one or more of the Second Parties to any other of the Second Parties of the Property or any portion thereof or interest therein shall not be subject to the foregoing right of first refusal. However, in the event that any such person(s) who acquired the Property or any portion thereof or interest therein in a transaction exempted from the right of first refusal as provided in the preceding sentence, shall desire to sell the Property or any portion thereof or interest therein to any third party, then any such sale or conveyance shall be subject to the right of first refusal as provided herein.

(b) Purchase Option. First Party shall have the right and option to purchase the Property or portion thereof or interest therein, as the case may be, upon the gift or devise by any Second Party of the Property or any portion thereof or interest therein to any person or entity other than to any other Second Party. Such option to purchase is subject to the following terms and conditions:

The purchase price for the Property or any portion thereof or interest therein, as the case may be, shall be the sum equal to the "Fair Market Value" (as hereinafter defined) of the Property or such interest or portion, as the case may be, as of the date that First Party exercises his option to purchase the Property in accordance herewith, and as reduced, to the extent appropriate, by Second Party's pro rata obligations on any then outstanding mortgages, deeds of trust or other monetary liens on the Property or portion thereof as interest therein, as the case may be.

(1) If the parties have not agreed in writing as to the Fair Market Value of the Property or such interest or portion, as the case may be, within 30 days after First Party delivers notice of the exercise to Second Party, each party shall, within 35 days after the date such notice of exercise is given, designate a professional M.A.I. appraiser who is engaged in the business of appraising real estate located in Davidson County, Tennessee, and shall notify the other party of the appraiser so selected. Within 30 days thereafter, the two appraisers so selected shall determine the Fair Market Value of the Property or portion thereof or interest therein, as the case may be. The "Fair Market Value" of the Property or portion thereof or interest therein, as the case may be, shall be and the appraisers shall determine the price which the Property or portion thereof or interest therein, as the case may be, would bring if exposed to the market for a reasonable period of time with the seller under no compulsion to sell and the purchaser thereof being under no compulsion to purchase and not in possession of the Property or portion thereof or interest therein, as the case may be. In the event that the two appraisers cannot agree on such determination by the end of the 30-day period, they shall select within 15 days after the expiration of such 30 day period a third appraiser who is similarly qualified. If the two appraisers cannot agree on the selection of the third appraiser, then he shall be selected by First Party and Second Party, but if they cannot agree, then by the Presiding Judge for the Circuit Courts of Davidson County, Tennessee. The Fair Market Value shall be that determined by the two original appraisers if they agree or by the majority of the board of three appraisers, or if a majority cannot agree, then that determined by the third appraiser. The appraisers shall notify each party of the determination in writing. First Party may, within 10 days after receipt of the appraisers' determination of the Fair Market Value, reject such determination, thus revoking his exercise of the option to purchase the Property or portion thereof or interest therein, as the case may be. If such exercise has not been so revoked within such 10 day period, determination of the board of appraisers or the third appraiser as provided above, shall be incontestably binding upon and enforceable against each party hereto.

The parties hereto shall use their best efforts to cause the board of appraisers to render a prompt written decision as to the Fair Market Value as soon as practicable. Each party shall bear the cost of their own appraiser and all other costs of the appraisal, including the cost of the third appraiser, shall be borne by the parties equally.

If First Party elects to exercise the option to purchase, First Party shall notify Second Party in writing of his exercise of this option at any time during the duration of this option. The closing of the purchase will be held in Nashville, Tennessee within 30 days after the purchase price is determined in accordance herewith.

(b) Procedure on Purchase. In the event of the purchase of the Property or portion thereof or interest therein, as the case may be, by First Party pursuant to the Purchase Option, the Second Party shall convey to First Party or his designee by quitclaim deed, good, record and marketable title to the real property purchased, subject only to (i) real estate taxes which are not delinquent; (ii) any exceptions in existence on the date hereof; and (iii) all exceptions created subsequent to the date hereof which First Party has in writing requested or consented to. The purchase price shall be paid in cash by wire transfer or immediately available funds at the time of the closing; provided that if the Property or portion thereof or interest therein, as the case may be, has suffered any damage that would be covered by a policy of "all risk" physical loss insurance, the Second Party and the holders of all mortgages on the Property or portion thereof or interest therein, as the case may be, shall pay to First Party all of the proceeds of such insurance or, to the extent such proceeds have not been collected, assign to First Party all of their respective rights and interests therein; or at his election First Party may reduce the purchase price paid by the amount of such proceeds attributable to Second Party's interest in the Property and deduct such sum from the purchase price payable at closing. Second Party shall furnish to First Party and pay the costs of title insurance on the Property or portion thereof or interest therein, as the case may be, in the amount of the purchase price and First Party shall pay all costs of recording the deed, including any transfer taxes thereon. Each party shall be responsible for and shall pay 50% of all other closing costs, including the costs of a survey and any escrow charges, if any. Each party shall be responsible for the fees of its respective counsel.

3. RUN WITH THE LAND; GENDER, ETC.

The covenants and agreements set forth in the foregoing rights of first refusal and purchase options shall be covenants running with the land and shall be binding upon and inure to the benefit of First Party and Second Party and their respective heirs, executors, administrators, and assigns. 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.

4. DURATION OF RIGHTS OF FIRST REFUSAL AND PURCHASE OF OPTIONS.

Anything in this Deed to the contrary, the rights of first refusal and purchase options granted by Sections 2 and 3 hereof, if not sooner terminated, will expire twenty-one years after the death of the last to die of the Grantors' and the Grantees' presently living children.

5. SPECIFIC PERFORMANCE.

It is hereby agreed by the parties that irreparable harm will result to them by reason of any breach by the other party of the rights of first refusal and the purchase options, and, therefore, each party shall be entitled to relief by way of injunction or specific performance to enforce the provisions of the rights of first refusal and the purchase options, as well as any other relief available at law or equity. The failure of either party in any one or more instances, to insist upon compliance with any of the terms and conditions of the right of first refusals and the purchase options, or to exercise any right or privilege conferred in the right of first refusals and the purchase options, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.