



May 29, 2025

Board of Commissioners
7:00 PM

City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance
2. Roll call by the Recorder.
3. Comments from citizens.
4. Comments of the City Manager and staff.
5. Reports and comments from committees, members of the Board of Commissioners and other officers.
6. Consent agenda items.
7. Unfinished Business.
8. New Business.
 - a. Consider Resolution 25-1272, a resolution of the City of Goodlettsville Board of Commissioners to approve an Economic Impact Plan and Project Agreement for the Rivergate Mall Economic Development Plan Area. **PUBLIC HEARING**
9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

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AGENDA SUMMARY SHEET

Board of Commissioners City of Goodlettsville, Tennessee

SUBJECT TITLE: 25-1272

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING AN ECONOMIC IMPACT PLAN FOR THE RIVERGATE MALL ECONOMIC DEVELOPMENT PROJECT. **PUBLIC HEARING**

PRESENTD BY: Tim Ellis City Manager

Agenda Item: Resolution 25-1272

Dept. of Origin: Administration
Economic Development

For Agenda of: May 29, 2025

Originator: Tim Ellis

Cost of Item: See Financial Summary

AGENDA ITEM ATTACHMENTS:

- Resolution 25-1272
- Economic Impact Plan – RiverGate Mall Economic Development Project
- Project Agreement – As approved by Goodlettsville Industrial Development Board

FINANCIAL SUMMARY:

- \$5,000,000 TIF Funding Agreement as approved by the Goodlettsville Industrial Development Board
- 15 years or until the collection of \$5,000,000 if less
- Developer Covers Legal Expenses of the City (Up to \$30,000.00)
- The city may collect up to 5% administrative fees

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1272

Resolution 25-1272

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING AN ECONOMIC IMPACT PLAN FOR THE RIVERGATE MALL ECONOMIC DEVELOPMENT PROJECT.

WHEREAS, the City of Goodlettsville seeks to preserve and promote the local economic welfare and vitality; and,

WHEREAS, construction of public infrastructure in the Rivergate Mall area will provide a necessary and substantial public benefit to the citizens of the City of Goodlettsville; and,

WHEREAS, the Industrial Development Board of the City of Goodlettsville (the “Industrial Development Board”) has reviewed an Economic Impact Plan regarding the development of the Rivergate Mall area in the form attached hereto as Exhibit 1; and,

WHEREAS, the total development proposed in the Economic Impact Plan by Merus LLC or an affiliate there of (“Merus”) will consist of approximately 57 acres that includes multifamily housing, townhomes for sale, senior housing, retail, restaurants, sports and entertainment facilities, medical offices, general offices, hotels, and other improvements (collectively, the “Project”), at a cost expected to exceed \$337,511,000; and,

WHEREAS, the Project will revitalize the Rivergate Mall area and create a vibrant, pedestrian-friendly mixed-use community; and,

WHEREAS, on May 29, 2025, at 6:00 p.m., the Industrial Development Board conducted a public hearing with respect to the Economic Impact Plan, as required by Tenn. Code. Ann. § 7-53-314(g), and approved the submission of the Economic Impact Plan to the City of Goodlettsville Board of Commissioners; and,

WHEREAS, the Industrial Development Board has submitted a copy of the Economic Impact Plan to the Mayor and other members of the City of Goodlettsville Board of Commissioners pursuant to Tenn. Code. Ann. § 7-53-314(f); and,

WHEREAS, the Economic Impact Plan contemplates that Merus will construct public infrastructure necessary for the Project, including roads, streets, publicly-owned or privately-owned parking lots, facilities or garages, traffic signals, sidewalks or other public improvements that are available for public use, publicly-owned or privately-owned utility improvements and storm water and drainage improvements, to be reimbursed from incremental additional real property taxes from the Project; and,

WHEREAS, the City of Goodlettsville Board of Commissioners has determined that an Economic Impact Plan will promote economic growth and stability within the community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS THAT:

Section 1. The City of Goodlettsville Board of Commissioners hereby finds that the Economic Impact Plan is in furtherance of promoting economic development in the community, will develop trade and commerce in and adjacent to the City of Goodlettsville contribute to the general welfare, and alleviate conditions of unemployment, and will be necessary and advantageous to the Industrial Development Board in furthering the purposes of the Industrial Development Corporation Act.

Section 2. The City of Goodlettsville Board of Commissioners hereby approves the Economic Impact Plan in the form attached hereto as Exhibit 1 and incorporated herein by reference, it being in the interest of the citizens of The City of Goodlettsville to do so, and the Industrial Development Board is authorized to take such other action as may be necessary, appropriate or required to implement the Economic Impact Plan.

Section 3. Any substantive or material amendment to the Economic Impact Plan must be approved by resolution of the City of Goodlettsville Board of Commissioners.

Section 4. This Resolution is effective upon adoption, as the welfare of the Citizens of Goodlettsville requires it.

Adopted: May 29, 2025

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF GOODLETTSVILLE

ECONOMIC IMPACT PLAN FOR THE RIVERGATE MALL ECONOMIC DEVELOPMENT AREA

1. Authority for Economic Impact Plan. Industrial development corporations are authorized under Section 312 of Tennessee Code Annotated § 7-53-101, *et. seq.* (the “**IDB Act**”) to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of the IDB Act and such other properties that the industrial development corporation determines will be directly improved or benefited due to the undertaking of such project. The IDB Act also authorizes cities and counties to apply and pledge new incremental tax revenues arising from the area subject to the economic impact plan to industrial development corporations to pay the cost of projects and public infrastructure or to pay debt service on bonds or other obligations issued by industrial development corporations to pay the cost of projects and such public infrastructure.

2. The Project. Merus LLC, an Ohio limited liability company, as developer on behalf of its affiliates thereof and its future affiliated entities that may engage in such development (the “**Company**”), intends to redevelop the approximately fifty-seven (57) acre site known as the Rivergate Mall and surrounding area (the “**Property**”) into a mixed-use development with retail, hotel and office space, a portion of which is expected to be leased for commercial, financial, and professional service uses as contemplated in Section 101(15)(A)(vi) of the IDB Act, the use thereof by such tenants being hereby authorized by the Board (the retail, restaurants, financial service, hotel and medical and office buildings being collectively, the “**Project**”). The Project will be located within a mixed-use development, which development is also anticipated to include senior living, multifamily apartments and additional green space enhancing livability within the development (collectively, with the Project, the “**Development**”), and is anticipated to have an assessed value of approximately \$122,764,491 at completion. The Development will be located on the Property, a portion of which is located in the City and comprises the area subject to this Economic Impact Plan (the “**Plan Area**”). A map of the Plan Area and list of the existing tax parcels in the Plan Area are shown on Exhibit A attached hereto. The Company has agreed to provide certain Public Infrastructure in connection with the Development (the “**Public Improvements**”), as generally depicted on the Concept Plan attached hereto as Exhibit B (the “**Concept Plan**”). The Public Improvements include the construction of new roadways, upgraded water and wastewater infrastructure and community greenspace throughout the Plan Area and the Property. The Public Improvements located in the Plan Area are anticipated to cost approximately more than \$29 million.

The Industrial Development Board of the City of Goodlettsville (the “**Board**”) hereby finds that (i) the entire Development on the Property within the Plan Area will be benefitted by the Project since it will give the residents and visitors the ability to have a walkable, pedestrian and bicycle friendly community, and the residents to have a so-called “live, work, play” environment, and (ii) the Public Improvements (as defined above) are necessary and desirable in connection with the development of the Project. For purposes of this Economic Impact Plan (the “**Plan**”), “**Public Infrastructure**” is defined in Section 102(15) of Tenn. Code Ann. § 9-23-101, *et. seq.* (the “**TIF Uniformity Act**”), as “roads, streets, publicly-owned or privately-owned parking lots, facilities or garages, traffic signals, sidewalks or other public improvements that are available for public use, utility improvements and storm water and drainage improvements, whether or not located on public property or a publicly-dedicated easement, that are necessary or desirable, as determined by the tax increment agency.”

In order to make the Project financially feasible, the Board intends, subject to the approval of this Plan by the governing body of the City of Goodlettsville, Tennessee (the “**City**”), to provide a tax increment incentive pursuant to the IDB Act to provide funds to the Company for paying the costs to design and

construct the Public Improvements and the fees payable for the provision thereof, capitalized interest and interest on bonds, notes or other obligations issued by the Board pursuant to this Plan at a rate to be approved by the Board, not to exceed the maximum rate of interest permissible under applicable law, and the allocable cost of the Property for the site of the Public Improvements, together with the transaction costs, closing costs and legal expenses of the adoption and implementation of this Plan and the provision of the incentive contemplated hereunder, and such other costs as permitted by the IDB Act and the TIF Uniformity Act (collectively, the “**Eligible Costs**”). None of the TIF Revenues (as defined below) shall be used to pay for or reimburse the Company for any portion of the Project or any of the buildings, but shall only be used for the cost of the Public Improvements and other Eligible Costs. It is hereby agreed and determined that the Project is an eligible “project” within the meaning of Section 101(15) of the IDB Act and that the use of the TIF Revenues (as defined below) to fund the Eligible Costs is necessary or desirable under Section 102(16) of the TIF Uniformity Act.

3. Boundaries of Plan Area. The boundary of the area that is subject to this Plan, and to the tax distribution provisions described in Section 5 below, is the Property described as the Plan Area as shown on the map attached hereto as Exhibit A. The Project as defined in Section 2 is hereby identified as the project that will be located within the Plan Area. Upon the subdivision of the Property, the list of parcels shall be updated to include the parcels shown on the tax maps for the Property based on the subdivision plat(s) for the Development.

4. Expected Benefits. The City expects to benefit in many ways from the provision of the Project. The Development is anticipated to create after final completion: 881 average annual direct and indirect jobs, over \$66 million in average annual direct and indirect wage income in the local area, over \$211,000 in annual direct local sales taxes to the City, and an annual economic impact of over \$1 million annually in the City. The Development is anticipated to include approximately 866 new housing units, 172 of which will be reserved for senior housing.

The Development is anticipated to generate approximately \$7.5 million in new City property taxes over the course of the fifteen (15) year payback period. The Public Infrastructure to be provided pursuant to this Plan will address critical needs and will enhance public safety, congestion and accessibility in and through the Plan Area.

5. Distribution of Real Property Taxes and Tax Increment Incentive.

(a) Distribution of Taxes. It is understood that after this fifteen (15) year payback period, all real and tangible personal property taxes in the Plan Area will be allocated and paid to the City the same as all other property taxes levied by the City. In accordance with and subject to Section 312(c) of the IDB Act and the TIF Uniformity Act, real and tangible personal property taxes imposed on the real and tangible personal property located within the Plan Area will be allocated and distributed as provided in this subsection. The taxes assessed by the City on the real and tangible personal property within the Plan Area will be divided and distributed as follows:

(i) Base Taxes Amount. The portion of the real property taxes payable with respect to the Plan Area equal to the year prior to the year of approval of this Plan, being 2024 (the “**Base Tax Amount**”) shall be allocated to and, as collected, paid to the City and the County as all other taxes levied by the jurisdictions on all other properties; provided, however, that in any year in which the taxes on the property within the applicable portion of the Plan Area are less than the Base Tax Amount, there shall be allocated and paid to the City only the taxes actually imposed. The Board is authorized to make all calculations of TIF Revenues (defined below) on the basis of each parcel within the Plan Area, as parcels are identified on an ongoing basis, instead of on an aggregate basis. As permitted by the TIF Uniformity Act, the Board is also authorized to separately group one or

more parcels within the Plan Area for purposes of calculating and allocating TIF Revenues, and in such case, the allocation of TIF Revenues shall be calculated and made based upon each such parcel or group of parcels and not the entire Plan Area. The Base Tax Amounts for each tax parcel within the Plan Area are shown on Exhibit C attached hereto.

(ii) Dedicated Taxes. The portion of the real property taxes payable with respect to the applicable portion of the Plan Area that constitute Dedicated Taxes (as defined below) shall be retained by the City for its debt service fund. “**Dedicated Taxes**” are defined in Section 102 of the TIF Uniformity Act, as “that portion of property taxes, if any, designated by a taxing agency to pay debt service on the taxing agency’s debt.” “**Taxing agency**” is defined in the TIF Uniformity Act as “any county, city, town, metropolitan government or other public entity that levies property taxes on property within a plan area and that has approved the plan,” which would include the City. To the extent that the amount of Dedicated Taxes is not determined by resolution of the governing body of the City, the amount of Dedicated Taxes may be determined by a certificate of the chief financial officer of the City or in such reasonable manner as the City shall select.

(iii) TIF Revenues. The City shall retain, as to each parcel as to which allocation is occurring, the Base Tax Amount and the Dedicated Taxes, and the excess of real and personal property taxes over the Base Tax Amount and the Dedicated Taxes (the “**TIF Revenues**”) shall be, as collected, paid into a separate fund or funds of the Board, created to hold such payments until the tax proceeds in the funds are to be applied (A) to pay Eligible Costs, as defined below, relating to the Project and/or (B) to pay debt service on the obligations expected to be issued by the Board to finance such costs within the Plan Area.

(iv) Administrative Fee. The allocations of TIF Revenues are further subject to the retention or payment of an annual administrative fee of the Board equal to the lesser of (i) \$25,000 or (ii) five percent (5%) of available annual TIF Revenues allocated to the Board.

(v) Phasing and Project Agreement.

(1) The TIF Revenues for parcels within the Plan Area will be separated in order to facilitate the phased development of the Plan Area. The Base Tax Amount will be separately established for each parcel, as each such parcel may be subdivided, and the Board will make calculations and allocations of TIF Revenues for each parcel separately. The parcels within the Plan Area may be further divided, in which case such parcels, as divided, will be treated separately, and the Base Tax Amount with respect to each tax parcel that is subdivided shall be allocated to each subdivided parcel on a pro-rated basis using the acreage of each subdivided parcel as a percentage of the total acreage of the original tax parcel.

(2) The Board is also authorized to designate, by notice to the City, that the allocation of TIF Revenues for certain parcels within the Plan Area will begin in different years from the allocations of TIF Revenues for other parcels within the Plan Area. This will allow the Board to match TIF Revenues from the development of each of the parcels. The allocation of TIF Revenues for each parcel within the Plan Area will be subject to the maximum allocation period as provided below.

(3) The Board and the Company will enter into a separate Project Agreement (the “**Project Agreement**”), pursuant to which the Board will agree to pay the TIF Revenues to pay the debt service on any notes, bonds or other obligations of the Board issued pursuant to Section 9 of the Plan to reimburse the

Company for paying Permitted Costs, until the first to occur of (i) payment by the Board of TIF Revenues equal to the Maximum Contribution, as defined below, or (ii) payment by the Board of the fifteenth (15th) annual installment of the TIF Revenues, with the first installment being the earlier to occur of (i) the first full calendar year after completion of the vertical improvements on such parcel, or (ii) the 2035 calendar year, provided that if the Company does not give notice to the Board to initiate the allocation for any tax parcel in compliance with the foregoing deadlines, then no allocation of TIF Revenues shall commence as to such parcel. It is understood that after this maximum fifteenth (15th) annual payment period, all real and personal property taxes in the Plan Area will be allocated and paid to the City, the same as all other property taxes levied by the City on all other property.

6. Maximum Contribution. The aggregate amount of TIF Revenues allocated to the Board pursuant to this Plan shall not in any event exceed Five Million Dollars (\$5,000,000.00) (the “**Maximum Contribution**”), such Maximum Contribution includes interest on any debt obligations as is described below.

7. Time Period of Allocations. Taxes on real and personal property within the Plan Area will be divided and distributed as provided in this Plan for a period as to each parcel or groups of parcels in the Plan Area, for a maximum period of fifteen (15) tax years from the date of the first payment of TIF Revenues upon full reappraisal of the completed improvements on such parcel or parcels in accordance with the Project Agreement (the “**Maximum Repayment Period**”). Until an allocation of TIF Revenues as to a parcel commences as described above, no TIF Revenues shall be allocated to the Board as to such parcel. The allocation of TIF Revenue shall continue until all obligations are satisfied and Board expenditures have been paid but not exceeding the Maximum Repayment Period; provided that, the Company shall have the right to extend the Maximum Repayment Period up to five (5) years upon providing written notice to the Board and the City that such additional time is required to repay the Company’s debt obligations incurred pursuant to Section 9. Notwithstanding anything to the contrary herein, the aggregate amount of TIF Revenues allocated to the Board and available to pay the Company’s Eligible Costs shall not exceed the Maximum Contribution, regardless of any such extension of the Maximum Repayment Period pursuant to this Section 7.

8. Qualified Use. The Board and the City, by the adoption of this Plan, find (i) that the use of the TIF Revenues as described herein is in furtherance of promoting economic development in the City, will develop trade and commerce in and adjacent to the City, contribute to the general welfare, and alleviate conditions of unemployment, and (ii) that the construction and equipping of the Project will be necessary and advantageous to the Board in furthering the purposes of the IDB Act.

9. Debt Issuance. The Board may borrow funds through the issuance and sale of notes, bonds or other obligations of the Board in one or more issuances to pay the Permitted Costs, to the extent permitted by the IDB Act. The Board may issue separate notes, bonds or other obligations of the Board (including, without limitation, the obligation of the Board under the Project Agreement to reimburse the Company for Eligible Costs) in phases. The Company or its affiliate may be the bond or note holder. The notes, bonds or other obligations of the Board for each phase, if applicable, will be in such amount as it may reasonably determine to reflect the allocable amount of the Eligible Costs for each phase. The Board may pledge all or a portion of the TIF Revenues allocated to the Board pursuant to this Plan from one or more phases of the Project to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon, provided that the payment of any interest thereon shall not increase the Maximum Contribution. **In no event will the obligations issued by the Board be considered a debt or obligation of the City in any manner whatsoever, and the source of the funds to satisfy the Board’s payment obligations thereunder shall be limited solely to the TIF Revenues and shall otherwise be non-recourse to the Board.** Any debt obligation of the Board may be refinanced by the Board at any time as

permitted by the IDB Act, and upon such refinancing, available tax increment revenues shall be applied to the payment of such refinancing debt to the extent such tax increment revenues were to be used to pay the debt that is being refinanced. Any and all documents to be entered into by the Board with respect to the foregoing shall be in form and substance reasonably acceptable to the Board.

10. Approval Process. Pursuant to Section 312 of the IDB Act, the process for the approval of this Plan is as follows:

(a) The Board shall hold a public hearing relating to the proposed Plan after publishing notice of such hearing in a newspaper of general circulation in the City at least two (2) weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board will submit this Plan to the governing body of the City for approval.

(b) The governing body of the City and the County must approve this Plan for this Plan to be effective. Pursuant to the IDB Act, this Plan may be approved by resolution of the governing body of the City, whether or not the local charter provisions of said governing body provides otherwise.

(c) Pursuant to Sections 104 and 108 of the TIF Uniformity Act, since the TIF Revenues shall only be used to reimburse the Company for Permitted Costs related to Public Infrastructure, a written determination by the Commissioner of the Department of Economic and Community Development and the Comptroller of the Treasury that the use of tax increment revenues for such purposes is in the best interest of the State of Tennessee, is not required.

(d) This Plan shall be effective upon its approval by the Board and governing body of the City. Upon such approval, the recording official of the City shall transmit the following to the appropriate tax assessors and taxing agency affected: (a) a copy of the description of the property within the Plan Area, and (b) a copy of the resolutions by the Board and the governing body of the City approving the Plan, and any and all other filings required under the TIF Uniformity Act.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED:

**INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF GOODLETTSVILLE**

By: _____
Title: _____
Date: _____

APPROVED:

THE CITY OF GOODLETTSVILLE, TENNESSEE

By: _____
Title: _____
Date: _____

**SIGNATURE PAGE TO THE ECONOMIC IMPACT PLAN FOR THE
RIVERGATE MALL ECONOMIC DEVELOPMENT PLAN AREA**

EXHIBIT A

MAP OF PLAN AREA

AND

LIST OF EXISTING TAX PARCELS

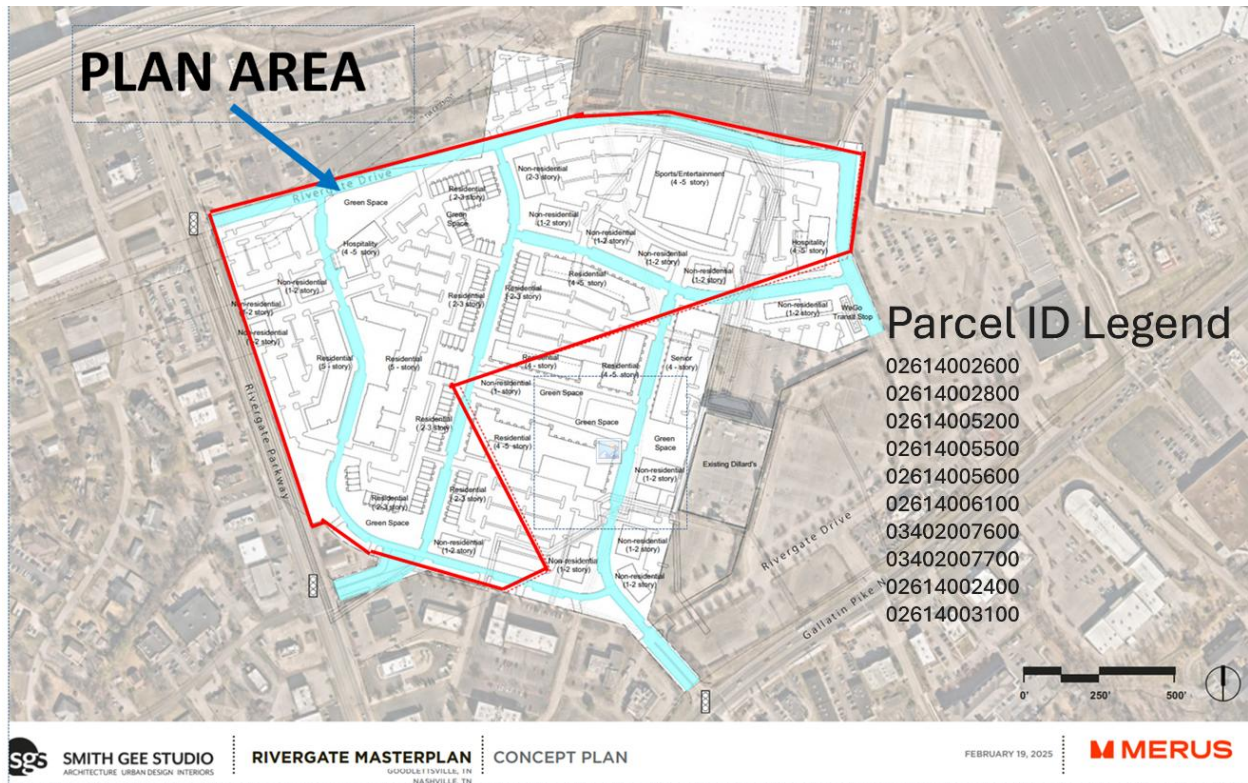


EXHIBIT B
CONCEPT PLAN

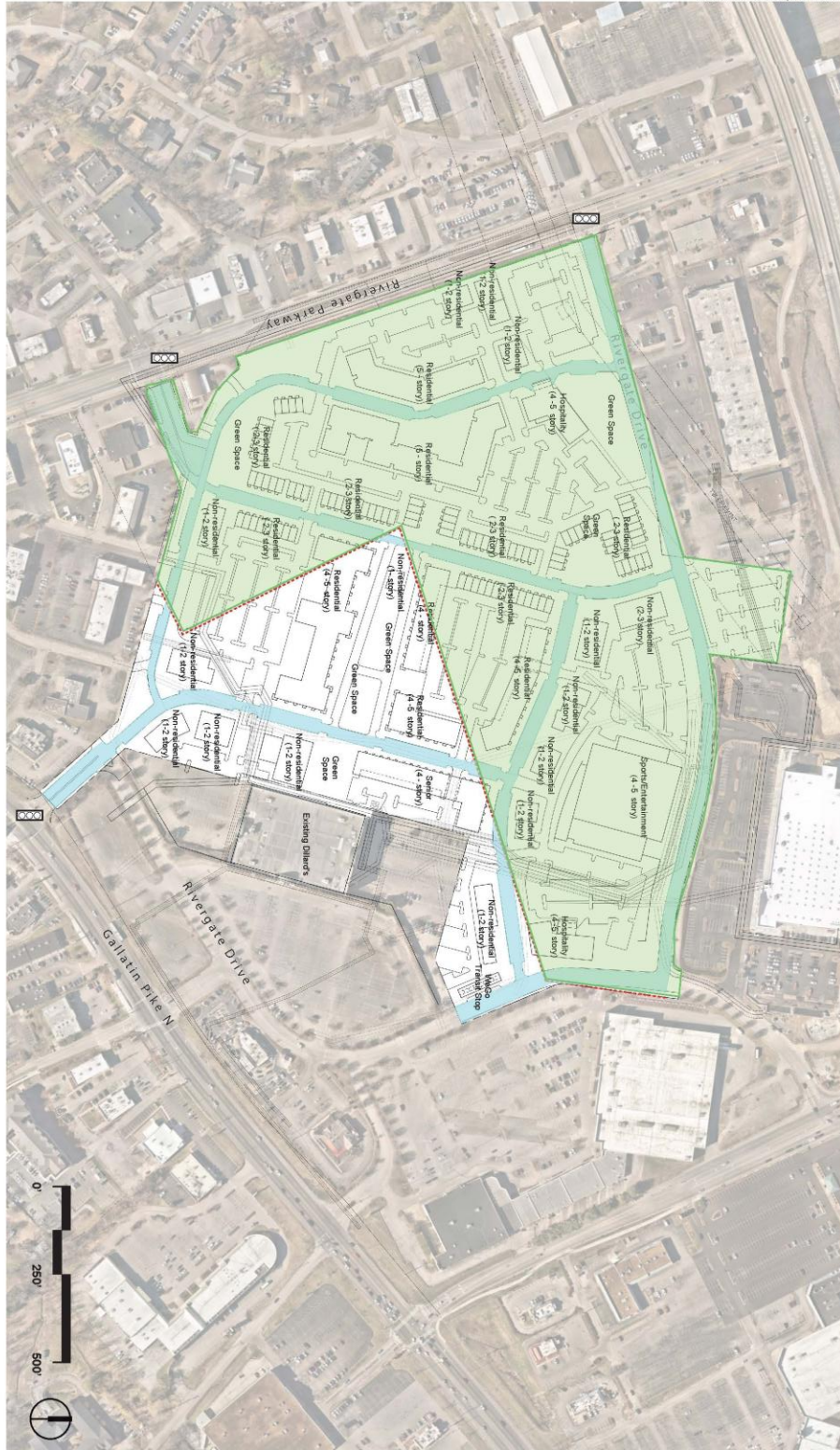


EXHIBIT C

BASE TAX AMOUNTS

PARCEL ID	BASE TAX AMOUNT
00086-206-00-P-00	260.01
00086-274.00-P-00	1,075.91
02614-023.00-000	4,559.13
02614-024.00-000	28,111.30
02614-026.00-001	9,129.60
02614-028.00-000	1,167.49
02614-031.00-000	3,557.46
02614-052.00-001	2,845.41
02614-055.00-000	2,862.74
02614-056.00-000	1,284.27
03402-076.00-001	7,637.68
03402-077.00-001	185.09
TOTAL	\$62,676.09

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (hereinafter “**Agreement**”) is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and among the **INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF GOODLETTSVILLE**, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the “**Board**”), **MERUS, LLC**, an Ohio limited liability company (the “**Company**”).

WITNESSETH:

WHEREAS, industrial development corporations (“**Authorities**”) are authorized under Tennessee Code Annotated § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of Tenn. Code Ann. § 7-53-101 *et seq.* (the “**IDB Act**”) and such other properties that the Authorities determine will be directly improved or benefited due to the undertaking of such project; and

WHEREAS, the IDB Act and the Uniformity in Tax Increment Financing Act of 2012, Tenn. Code Ann. § 9-23-101, *et seq.* (the “**TIF Uniformity Act**”), also authorize Authorities, cities and counties to apply and pledge new incremental tax revenues which arise from the area subject to the economic impact plan to Authorities to pay certain costs or to pay debt service on bonds or other obligations issued by Authorities to pay certain costs to promote economic development; and

WHEREAS, pursuant to Section 312 of the IDB Act, the Board has approved, after a public hearing, an economic impact plan entitled the “Industrial Development Board of the City of Goodlettsville Economic Impact Plan for the Rivergate Mall Economic Development Area” (the “**Plan**”), and thereafter the Plan was approved by the City of Goodlettsville City Commission (the “**City**”), and the Plan is incorporated herein by reference (terms that are used herein that are not defined in this Agreement shall have the meaning ascribed thereto in the Plan); and

WHEREAS, the Plan was adopted in order to induce the Company to undertake a mixed-use development project (the “**Development**”) and related Public Improvements (collectively, the “**Project**”); and

WHEREAS, the Project will be constructed on the Plan Area described in the Plan, and the Company intends to redevelop the Plan Area in accordance with the general concept plan attached hereto as **Exhibit A** (the “**Concept Plan**”); and

WHEREAS, the Company will, at its sole cost and expense, and in accordance with City approved construction plans, construct all Public Improvements to be made in, adjacent to, or serving the Plan Area that is necessary to service the Project, and the cost of the Public Improvements will be subject to payment or reimbursement as set forth herein; and

WHEREAS, in order to make the Public Improvements financially feasible, the Board shall, pursuant to Section 312(h) of the IDB Act and the TIF Uniformity Act, use a portion of the TIF Revenues (as such term is defined in the Plan) to pay or reimburse the Company for a portion of the Eligible Costs or to pay debt service on any debt obligations in accordance with the Plan; and

WHEREAS, it is the intent of the Board to formalize its intentions by entering into this Agreement with the Company to evidence (i) the Company’s commitment to undertake certain Public Infrastructure that is necessary and/or desirable for undertaking of the Project, (ii) the Board’s commitment to pay or reimburse Company for costs relating to the cost of such Public Infrastructure, subject to the terms of this

Agreement, (iii) the Company's commitment to use its commercially reasonable efforts to undertake the Project; and (iv) other agreements of the parties related to the undertaking of the Project and the development of the Plan Area.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

1. Definitions. Terms that are used herein that are not defined in this Agreement shall have the meaning ascribed thereto in the Plan.

2. Commitments.

(a) Company Covenants.

(i) Company shall cause to be prepared, from time to time, the plans and specifications for the Public Infrastructure, as defined below, to be constructed in the Plan Area. The plans and specifications shall be approved by the appropriate departments of the City and by any other governmental entities that are required to approve such plans and specifications (as so approved, the "**Approved Plans**"). For purposes of this Agreement, "**Public Infrastructure**" shall mean (i) roads, sidewalks, parks, greenways, utilities and other improvements that benefit all properties within the Plan Area, including any building demolition and site preparation work required in order to construct any of such facilities, as certified by an independent engineer or architect engaged by the Company with respect to the Project (the "**Common Infrastructure**"), and (ii) utility improvements and storm water and drainage improvements that will be located on private property ("**Parcel-Specific Infrastructure**"). The Board will defer to the City in determining the specific components of Public Infrastructure that are required for the Project, and the Board shall rely on the City's approval of the Approved Plans to indicate the City's acceptance that the Approved Plans constitute all required components of the Public Infrastructure. A description and general depiction of the contemplated Common Infrastructure is shown on the Concept Plan, attached hereto as Exhibit A.

(ii) All such construction of the Common Infrastructure shall be in accordance with the Approved Plans. The Company shall not make any material changes to the Approved Plans relative to the Common Infrastructure without the prior written approval of the City. The Company shall commence construction of the Common Infrastructure by no later than the earlier of (i) one hundred eighty (180) days following receipt of all permits and approvals necessary to begin construction or (ii) December 31, 2028 (the "**Commencement Date**"). In the event that construction is not commenced the Commencement Date, then this Agreement shall be terminable at the option of the Board after sixty (60) days written notice and opportunity for the Company to cure such failure. "Commence construction" for purposes of this provision shall mean that any necessary site demolition is completed, all necessary grading or building permits for the Common Infrastructure shall have been issued and material construction work on the Common Infrastructure has begun. The Company shall cause the completion of the demolition of the Rivergate Mall existing structure (the "**Mall Demolition**") and grading of the Property occur on or before the third (3rd) anniversary of the Commencement Date, subject to Force Majeure (as defined below) or other delays beyond the reasonable control of the Company (the "**Completion Date**"). In the event of the Company's failure to commence construction on or before the Commencement Date or failure to complete said demolition and grading work on or before the Completion Date, the Board shall have the right to terminate this

Agreement and the Plan, and the Board shall not be obligated to use the TIF Revenues to pay or reimburse the Company for any Eligible Costs pursuant to this Agreement and the Plan.

(iii) The Company shall not permit any of the following uses as primary uses on the Property or any portion thereof (the “**Prohibited Uses**”) within the Plan Area: (1) billiard parlor; (2) second-hand store whose principal business is selling used merchandise; (3) pawn shop; (4) head shop or store selling marijuana; (5) payday loan provider, check cashing provider, provided the foregoing shall not prohibit a bank, federal credit unions or mortgage loan origination office; (6) funeral home or mortuary; (7) school, church or other place of worship, nonprofit entity or other entity exempt from ad valorem property tax; (8) flea market; (9) adult video store or adult bookstore; (10) adult entertainment club; (11) place of betting, gambling, bingo, or other gaming; (12) self-service laundry facility; (13) car wash, auto body shop, auto rental business, or junk yard; (14) manufacturing operation; (15) an operation whose principal use is a massage parlor and/or exotic dancing, provided that this shall not prohibit massages in connection with a beauty salon or health club or athletic facility or a medical office or a reputable chain (having at least 10 other locations) such as (without limitation) Massage Envy; or (16) anything constituting a public or private nuisance under applicable law.

(b) Tax Increment Incentive. The TIF Revenues shall commence being allocated in accordance with and subject to the terms of the Plan; provided, however, that no allocations of the TIF Revenues may be used reimburse the Company for, or to pay, Eligible Costs or to pay debt service on debt obligations described in the Plan unless the Company shall have completed the Mall Demolition. Following completion of the Mall Demolition, TIF Revenues held by or allocated to the Board shall be utilized as set forth in Section 4 hereof. Any request for reimbursement or payment shall be accompanied by a certificate (an “**Investment Certificate**”) in form and substance reasonably acceptable to the Board and the City certifying the total amount of the Eligible Costs for which reimbursement or payment is being requested, including, but not limited to, capital expenditures and necessary and appropriate soft costs that the Company has incurred for the design and other costs incurred to construct the Public Infrastructure, and, if the request is for reimbursement of costs previously paid, the request will include reasonable evidence (such as receipts, cancelled checks, etc.) that it has paid or incurred said Eligible Costs, if requested by the Board or the City. If applicable, the Company shall cause the Common Infrastructure to be dedicated or conveyed, upon completion, to the appropriate governmental entity in accordance with that entity’s policies and procedures.

(c) In connection with undertaking the construction of the Common Infrastructure, the Company shall obtain or cause to be obtained any performance and payment bonds required by the City to secure the completion of the Common Infrastructure and the payment of the subcontractors undertaking the Common Infrastructure. The Company shall provide for the Board to be an additional obligee under such performance and payment bonds if required by the City unless, provided that if the Company’s construction lender is also an obligee, the Board shall enter into such agreements as the lender may reasonably request relating to the enforcement of remedies under such bonds.

(d) Upon receipt of an Investment Certificate and demonstration that the Mall Demolition has been completed, the Company may submit to the Board one or more written requests for payment or reimbursement of Eligible Costs or for the payment of debt service on debt obligations described in the Plan in form and substance reasonably acceptable to the Board and setting forth the Company’s wiring instructions for the payment thereof (the “**Requisition(s)**”), which Requisitions shall be subject to review and reasonable approval by the Board and the City, not to be unreasonably withheld, conditioned, or delayed (said Requisitions, as approved by the Board and City, being the “**Approved Requisitions**”).

(e) The Board shall promptly, but in any event within thirty (30) days from the later of its receipt of the (i) TIF Revenues, and (ii) one or more Approved Requisitions, pay or reimburse the Company for the Eligible Costs or pay debt service on debt obligations described in the Plan, up to a total of the Maximum Contribution, by wire transfer of collected funds per the Requisitions, until the end of the term of this Agreement.

(f) The term of this Agreement shall end when the allocation of the TIF Revenues terminates as set forth in the Plan, after which time all property taxes will be collected by the City in the normal course.

3. Development of Plan Area.

(a) The Company shall diligently pursue the development of the Project generally consistent with the Concept Plan and shall use its commercially reasonable efforts to complete the development of the Project and the Plan Area consistent with the Concept Plan. It is acknowledged and agreed that it is expected that the Concept Plan will be modified from time to time by the Approved Plans, and the Approved Plans shall prevail as to any inconsistency between such documents. In furtherance of the foregoing, the Company may cause the subdivision of the lots in the Plan Area and may sell such subdivided lots to various third party or affiliated developers (each, a “**Project Developer**”), which will construct various components of the Project and other capital improvements in the Plan Area. The Company will comply with, and will provide in its agreements with any Project Developer that each Project Developer will comply with, all zoning regulations of the City applicable to the Plan Area; and the Company will not seek, and will provide in its agreements with any Project Developer that such Project Developer will not seek, variances from such zoning requirements to the extent that such a variance would materially deviate from the urban design, density and walkability, and general aesthetic look provided in such regulations.

(b) The parties acknowledge that the development of the Plan Area will take several years and will be undertaken by the Company and multiple Project Developers. Developer shall provide the Board and the City with annual reports as to the status of the development of the Project and the Plan Area and shall make such presentations to the Board and the governing body of the City from time to time as may be reasonably requested by the Board or the City.

(c) In causing the development of the Plan Area, the Company shall utilize the services of Project Developers with expertise and experience in areas such as specialized retail, multi-family residential rental housing, senior housing, hotels, medical offices and entertainment facilities to develop those components of the Project so that the Project will be of first-class quality for northeast Davidson County and consistent in quality with the Concept Plan.

4. Reimbursement/Payment from TIF Revenues.

(a) Subject to the limitations described herein, the TIF Revenues, as defined in the Plan, shall be applied to pay, or to reimburse the Company for, the Eligible Costs. The Board shall be under no obligation to pay or reimburse the Company for Eligible Costs other than from TIF Revenues. The Board shall not be required to pay or reimburse the Company for any Eligible Costs that are not the costs of public infrastructure, as defined in the TIF Uniformity Act.

(b) Subject to the foregoing and the limitations, the Board shall pay or reimburse the Company solely from the Tax Increment Fund, as defined below, from amounts that are on deposit in the Tax Increment Fund, as further described in Section 2(b). Upon the written request of the Company, if delinquent taxes are allocated to the Tax Increment Fund, and subject to the limitations below, the Board

shall apply such delinquent taxes to pay or reimburse the Company within thirty (30) days of receipt by the Board.

(c) Notwithstanding anything herein to the contrary, in no event shall the total amount of TIF Revenues, as defined in the Plan, applied to pay any costs related to this Agreement, including without limitation (A) the direct payment or reimbursement of Eligible Costs, (B) the payment of debt service on any tax increment financing and all other costs related thereto and (C) any amounts set aside by the Board to pay related administrative expenses, exceed Five Million Dollars (\$5,000,000).

(d) The Board shall not be required to pay or reimburse the Company for Eligible Costs submitted for payment or reimbursement following the seventh (7th) anniversary of the Effective Date, in the case of Eligible Costs attributable to Common Infrastructure. The foregoing time limitations shall be subject to extensions for a period of time equal to the delay in completion of an item of Public Infrastructure resulting from Force Majeure; provided that, to the extent that in each case of Force Majeure, the Company has notified the Board in writing, within ninety (90) days after the occurrence constituting Force Majeure, with a detailed description of the circumstances causing the Force Majeure and the anticipated number of days by which performance is delayed as a result of the Force Majeure event.

(e) The Board shall not be required to pay or reimburse the Company for Eligible Costs submitted for payment or reimbursement following the tenth (10th) anniversary of the Effective Date, in the case of Certified Costs attributable to Parcel-Specific Infrastructure. The foregoing time limitations shall be subject to extensions for a period of time equal to the delay in completion of an item of Public Infrastructure resulting from Excusable Delay, as defined in subsection (d) above. The Board shall not be required to pay or reimburse the Company for any Eligible Costs if this Agreement has been terminated (subject to the provisions of Section 10(b) hereof).

(f) The Board shall not be required to pay or reimburse the Company for any Eligible Costs following the completion deadline set forth in subsection (d), unless and until the Company shall have satisfied its obligations under subsection (d). Likewise, the Board shall not be required to pay or reimburse the Company for any Eligible Costs following the completion deadline set forth in subsection (e), unless and until the Company shall have satisfied its obligations under subsection (e).

5. Other Company Obligations.

(a) Legal Fees. The Company shall reimburse the Board and the City for all reasonable advisory or legal fees and expenses, including general and special counsel and advisory fees and expenses, actually incurred in connection with negotiating and preparing the Plan, this Agreement and any tax increment financing, and any litigation or governmental proceeding challenging the validity or the application of any term of the Plan or this Agreement; provided that the maximum amount of fees and expenses incurred prior to the Effective Date for which the Board and the City may seek reimbursement is \$30,000.

(b) Insurance. The Company shall acquire and maintain during the term of this Agreement commercial general liability insurance covering claims for bodily injury, death and property damage in the amount not less than Two Million Dollars (\$2,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate. The Company may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella excess liability policies. All required policies of insurance and any endorsements, renewals or replacements thereof shall be in form and substance satisfactory to the Board, and shall be issued by a company licensed in the State of Tennessee and acceptable to the Board. The Board and the City shall be named as additional insureds with respect to such liability policies. To the extent commercially reasonably attainable, all policies

shall contain a written obligation on the part of the insurance carrier to notify the Board in writing not less than thirty (30) days prior to the effective date of any cancellation or material modification of any such insurance coverage. At least thirty (30) days prior to the expiration date of any of the policies, the Company shall deliver to the Board an insurance certificate establishing coverage in form satisfactory to the Board.

6. Board Obligations. In reliance upon the Company's agreement to construct the Public Infrastructure and use its commercially reasonable efforts to undertake the Project and develop the Plan Area, and its other obligations hereunder, the Board hereby agrees to the following:

(a) The Board will establish and maintain a separate and special fund of the Board to be known as the Rivergate Tax Increment Fund (the "**Tax Increment Fund**"), to be kept separate and apart from all other funds of the Board, pursuant to the requirements of Tenn. Code Ann. § 7-53-314, into which will be deposited all TIF Revenues allocated to the Board pursuant to the Plan. Notwithstanding the foregoing, in accordance with the Plan, the Board shall set aside an amount of TIF Revenues otherwise allocable to the Board in a year to pay, or reimburse the Board or the City for the prior payment of, the reasonable third-administrative expenses related to the Plan and any tax increment financing incurred thereunder. Administrative expense shall include, without limitation, the maintenance of records regarding the calculation of incremental tax revenues, the preparation of any continuing disclosure reports required by applicable law, and any bond trustee fees or legal fees directly attributable to administration of the Plan and the Board's obligations under the Plan or this Agreement. The amount set aside by the Board in any year shall not exceed the least of (i) \$25,000, or (ii) 5% of the TIF Revenues for such year. If the Developer elects, from time to time, to provide the Board with all or a portion of such administrative services, any third-party expenses incurred by the Board related to the work product provided by the Developer shall be limited to those expenses necessary to review and complete the Developer's work product for its intended purpose.

(b) The Board shall not pledge or otherwise obligate the TIF Revenues to the payment of any indebtedness other than any tax increment financing that may be issued as provided in Section 24 below. The Board shall not apply the TIF Revenues for any purposes other than the payment or reimbursement of Eligible Costs or the payment of debt service on any Tax Increment Financing that is issued in accordance with this Agreement. If the TIF Revenues exceed the amounts required to be applied under this Agreement, then such TIF Revenues shall be applied by the Board to the prepayment of debt service on any Tax Increment Financing.

7. Commencement of Allocation Periods; Subdivision.

(a) On or prior to December 31st of each year, the Company shall give notice as to the tax parcels in the Plan Area as to which the Company desires to initiate the allocation period for any TIF Revenues for the following year. The Board will confirm that the parcels identified by the Company are in the Plan Area and then will notify the City of the tax parcels as to which the allocation period for TIF Revenues shall commence in the following year. The allocation period for TIF Revenues shall commence not later than the earliest to occur of (i) the first full calendar year after completion of the vertical improvements on such parcel, or (ii) the 2035 calendar year, provided that if Developer does not give notice to the Board to initiate the allocation for any tax parcel in compliance with the foregoing deadlines, then no allocation of TIF Revenues shall commence as to such parcel.

(b) Within thirty (30) days of each subdivision of a tax parcel in the Plan Area, the Company shall give notice of such subdivision to the Board together with the proposed allocation of base taxes with respect to such tax parcel among the subdivided parcels. The Board will review the accuracy of the information submitted and shall then provide notice of such subdivision and the amount of the base taxes for each subdivided tax parcel to the City.

(c) Notwithstanding anything herein to the contrary, the Company may not initiate the allocation period for any tax parcels in the Plan Area while the Board is not required to pay or reimburse the Company for Eligible Costs pursuant to the provisions of Sections 4; provided that, in case of Section 4(d), this limitation shall expire upon the Developer's completion of the Common Infrastructure in accordance with the terms of this Agreement

8. Board and Company Representations.

(a) Board Representations. The Board hereby represents, warrants, and covenants, as applicable, as follows as the basis for the undertakings on its part herein contained:

(i) That the Board: (i) was legally created and exists under the provisions of the IDB Act; (ii) has the power under the provisions of the IDB Act and the TIF Uniformity Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder; and (iii) has been duly authorized, by proper action, to execute, deliver and perform this Agreement and the Plan; and

(ii) That Project constitutes a "project" within the meaning of the IDB Act, and that the Board is entering into this Agreement and the Plan to aid in the funding of the Project to accomplish the public purposes of the IDB Act in order to induce and cause the Company to provide the Project, thereby maintaining and increasing employment opportunities, and furthering the welfare of the residents of the City, Davidson County, and the State of Tennessee; and

(iii) That the execution and delivery of this Agreement will be valid and binding on the Board and that neither the execution nor delivery of the foregoing documents, nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, will violate any applicable law or conflict with or result in a breach of any of the terms, conditions, or provisions of any agreement or instrument to which the Board is now a party or by which it is bound; and

(iv) That there is no action, suit, proceeding or, to the Board's knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the Board's knowledge, threatened against or affecting the Board or the Board's property, wherein an unfavorable decision, ruling or finding would have a material, adverse effect on the validity or enforceability of this Agreement; and

(v) That the Board will not pledge the TIF Revenues or otherwise encumber the same unless approved in writing by the Company.

(b) Company Representations. The Company hereby represents, warrants, and covenants, as applicable, as follows as the basis for the undertakings on its part herein contained:

(i) That the Company: (i) is a _____ duly organized and existing under the laws of the state of _____, and is duly qualified to do business in the State of Tennessee, (iii) has the power and authority to enter into this Agreement; and (iv) has duly authorized the execution, delivery, and performance of this Agreement and the undertaking of the Development, including the Project; and

(ii) That the execution and delivery of this Agreement will be valid and binding on the Company and that neither the execution nor delivery of the foregoing documents, nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, will violate any applicable law or conflict with or result in a breach of any of the terms, conditions, or provisions of any agreement or instrument to which the Company is now a party or by which it is bound; and

(iii) The Company will not knowingly take, permit to be taken, fail to take, or permit to fail to be taken, any action which would cause the Project not to constitute a “project” within the meaning of the IDB Act; and

(iv) That there is no action, suit, proceeding or, to the Company’s knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the Company’s knowledge, threatened against or affecting the Company or the Company’s property, wherein an unfavorable decision, ruling or finding would have a material, adverse effect on the validity or enforceability of the this Agreement, or the Company’s ability to provide and operate the Project.

9. Board Breach.

(a) A default by the Board under this Agreement (a “**Board Breach**”) shall occur if the Board fails to comply with any other provision of this Agreement and does not cure such failure within thirty (30) days after receipt of written notice from the Company; provided that if (i) such breach cannot be cured within such thirty (30) day period, (ii) the Board notifies the Company in writing stating the reasons for delay prior to expiration of such thirty (30) day period, (iii) the Board promptly commences curative actions within such thirty (30) day period, and (iv) the Board thereafter diligently and continuously pursues cure efforts, then the period for cure shall be extended for such period of time as shall reasonably be required under the circumstances, except that the Board shall not be entitled to any extension if the breach is monetary in nature.

(b) Upon the occurrence of a Board Default, the Company may pursue such remedies as may be available at law or in equity.

10. Company Breach.

(a) A breach by Company under this Agreement (a “**Company Breach**”) shall occur if the Company defaults under the Development Agreement and such default is continuing after any applicable notice and cure period thereunder or if the Company fails to comply with any other provision of this Agreement and does not cure such failure within thirty (30) days after receipt of written notice from the Board; provided that if (i) such breach cannot be cured within such thirty (30) day period, (ii) the Company notifies the Board in writing stating the reasons for delay prior to expiration of such thirty (30) day period, (iii) the Company promptly commences curative actions within such thirty (30) day period, and (iv) the Company thereafter diligently and continuously pursues cure efforts, then the period for cure shall be extended for such period of time as shall reasonably be required under the circumstances, except that the Company shall not be entitled to any extension if the breach is monetary in nature.

(b) Upon the occurrence of a Company Breach, the Board may cease all payments and performance hereunder, and under the Plan and may terminate this Agreement upon written notice to the Company or pursue such other remedies as may be available at law or in equity. Upon any such termination, the Board shall be relieved of its obligation to pay or reimburse the Company for any Eligible Costs;

provided however, any TIF Revenues pledged to secure the payment of any Tax Increment Financing (as defined in Section 24) that is not held by the Company or an affiliate thereof shall continue to be paid to the holder of such Tax Increment Financing (a “**Lender**”) to the extent provided in the documents under which such Tax Increment Financing is issued. If a Lender has disclosed to the Board the name, notice address, and contact person of the Lender in a written notice in the documents under which such Tax Increment Financing is issued, then the Board shall send a duplicate copy of each notice under this Agreement to such Lender, and said Lender shall have the same opportunity to cure any default as the Company hereunder.

11. Cooperation. The Company and the Board agree that:

(a) Each party shall cooperate with the other party to provide such assistance as may reasonably be requested in connection with the fulfillment of each of its respective obligations under this Agreement; provided that the Company acknowledges that the City is independent from the Board and that the Board cannot guarantee the cooperation of the City, but will work in good faith to obtain the same. Each party shall keep the other party informed of its actions taken in connection with this paragraph.

(b) Each party agrees that in exercising any rights of approval or consent it may have under this Agreement, it shall act in good faith.

12. Governing Law. This Agreement shall be governed and construed under and in accordance with the laws of the State of Tennessee and may not be modified or amended except in writing signed by all parties. Any legal venue for claims or actions arising from this Agreement shall be in Davidson County, Tennessee.

13. Certification. The Company certifies, to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; (b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property or any other crime of moral turpitude; (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection (b) above; (d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; (e) have paid their state, local and federal taxes and do not have outstanding taxes that have not been paid by their delinquency date; and (f) have not within a three (3) year period declared bankruptcy or defaulted on any bank loan.

14. Notices. All notices, certificates, and other communications hereunder shall be in writing, and shall be sufficiently given and shall be deemed given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date of delivery or first attempted delivery if sent by certified or registered mail (in each case, return receipt requested, postage pre-paid), addressed as follows:

To the Board	Industrial Development Board of the City of Goodlettsville
	105 S. Main Street
	Goodlettsville, TN 37072
	Attention: Chairman

With a copy to: Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, TN 37203
Attention: Madison Crooks Haynes

With a copy to: City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072
Attention: City Manager

To the Company: Merus, LLC
1222 Demonbruen Street
Suite 1200
Nashville, TN 37203

With a copy to: Holland & Knight
511 Union Street
Suite 2700
Nashville, Tennessee 37219
Attn: Jon Cooper

15. Limitation of Liability. Anything in this Agreement to the contrary notwithstanding, the performance by the Board or the Company of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements, and promises made by it hereunder, and the liability of the Board and the Company for all warranties and other covenants hereunder, shall be limited solely to its interest in and right to receive the TIF Revenues and neither the Board nor the Company shall not be required to effectuate any of its duties, obligations, powers or covenants hereunder except to the extent of such revenues and receipts. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or under any judgment obtained against the Board or the Company, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Agreement, shall be had against any incorporator, member, employee, agent, director or officer, as such, past, present or future, of the Board or the Company, either directly or through the Board or the Company, or otherwise, for the payment of any sum that may be due and unpaid by the Board or the Company hereunder. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, employee, agent, director or officer, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for the Board, the Company or any receiver thereof, of any sum, is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement.

16. Entire Agreement. This Agreement and the Plan constitute the final, complete and entire understanding of the Board and the Company with respect to the transactions contemplated by this Agreement.

17. Attorney Fees; Costs and Expenses. In the event of any action or proceeding for enforcement of any of the terms or conditions of this Agreement, the prevailing party in such action, or the non-dismissing party where the dismissal occurs other than by reason of a settlement, will be entitled to recover, from the non-prevailing party, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs of defense paid or incurred in good faith. The Company shall promptly pay any and all reasonable costs and expenses, as such costs and expenses accrue, which may be incurred by, or judgments which may be rendered against, the Board or any of its officers, employees, or agents at

any time or times: (a) in enforcing any of the terms, covenants, conditions, or provisions of this Agreement or the Plan or (b) in defending any action, suit, or proceeding brought against the Board or any of its respective officers, employees, or agents as a result of (i) the violation of, or failure to comply with, any present or future federal, state, or municipal law, ordinance, regulation, or order or (ii) any alleged failure, neglect, misfeasance, or default on the part of the Company, or any of the employees, servants, agents, or independent contractors of any of the foregoing in connection with, arising from, or growing out of, this Agreement or in connection with the Plan, or any operations conducted in, or any use or occupancy of any Project, the construction of the Public Improvements or any action pertaining to, or connected with, any of the foregoing.

18. Severability. The invalidation of any one or more of the provisions of this Agreement or any part thereof by judgment of any court of competent jurisdiction shall not in any way affect the validity of any other such provisions of the Agreement but the same shall remain in full force and effect.

19. Further Assurances. The Board and the Company each agree to execute and deliver such further documents and instruments as may be reasonably necessary to carry out the transaction contemplated by this Agreement.

20. Interpretation. The titles, captions and section headings herein are inserted for convenience only and are in no way intended to interpret, define, limit, or expand the scope or content of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Unless the context indicates otherwise, (i) the terms “hereof”, “hereunder”, “herein” and similar expressions refer to this Agreement as a whole, (ii) the singular shall include the plural and the masculine gender shall include the feminine and the neuter, and (iii) all references to sections and subsections shall be deemed references to the sections and subsections of this Agreement.

21. Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

22. Business Day. If any date on which performance or notice is due under this Agreement should fall on Saturday, Sunday, or any other day on which the City’s offices are not open to the general public for business, performance or notice shall not be due until the next business day.

23. No Waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged with making the waiver. No delay or omission in the exercise of any right or remedy accruing upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach hereof.

24. Assignment; Financing. Except as provided herein below, this Agreement and the incentives provided for herein are not assignable by the Company prior to the Completion Date other than to its affiliates that may undertake the Development on its behalf, without approval of the Board. After the Completion Date and compliance by the Company with the provisions of this Agreement, the Company may assign its right to receive the TIF Revenues. The Company may also elect to have the Board issue its non-recourse note or notes to be repaid from the payment of the TIF Revenues. Prior to the Date of Completion and compliance by the Company with the provisions of this Agreement, the Company and

Board may pledge, hypothecate, assign, or collaterally assign its right to receive the TIF Revenues or said note to a lender or pursuant to a public bond issue, provided that the proceeds of such loan are only used to pay for Eligible Costs (each, a “**Tax Increment Financing**”). Upon request by the Company, the Board agrees to provide an acknowledgement to any Lender of the Company confirming the right of Company to pledge, hypothecate, assign or collaterally assign Company’s right to receive the TIF Revenues to Lender as provided above and certifying that Company is not in default of Company’s obligations hereunder.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

26. Relationship. The relationship of the Board and the Company is solely that of independent third parties engaged in an arm’s length transaction. Nothing contained herein shall be deemed or construed as creating a partnership, joint venture, agency relationship or other similar relationship between the Board and the Company.

27. Boycott Prohibition. The Company hereby certifies to the Board that Company nor any of its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates are currently engaged in nor will they engage in a boycott of Israel during the term of this Agreement, as described by Tenn. Code Ann § 12-4-119. For purposes of Tenn. Code Ann. § 12-4-119, “boycott of Israel” shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

28. Force Majeure. “Force Majeure” means any of the following that prohibits, delays or materially interferes with the development or construction of Infrastructure Improvements or the Development or any material portion thereof: strikes; lock-outs; acts of the public enemy; the enactment, imposition or modification of any applicable law which occurs after the Effective Date and precludes performance under this Agreement; confiscation or seizure by any government or public authority; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; governmental restrictions; unforeseen delays in governmental approvals; epidemics; pandemics; landslides; earthquakes; fires; hurricanes; floods; wash-outs; explosions; failure of major equipment or machinery critical to the development or construction of the Development for their respective intended purposes; nuclear reaction or radiation; radioactive contamination; or any other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the party claiming the right to delay or postpone performance on account of such occurrence, but specifically excluding any financial condition, lack of funds, lack of financing, insolvency, or bankruptcy of such party. Failure in performance by any party hereunder shall not be deemed Board Breach or a Company Breach, and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or non-occurrence is due to Force Majeure. An extension of time for the performance by any party hereunder attributable to Force Majeure shall be limited to the period of delay due to such Force Majeure, which period shall be deemed to commence from the time of the commencement of the Force Majeure. Notwithstanding the foregoing, however, no Force Majeure shall excuse the Company or the Board from timely paying any money as provided in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof the parties hereto have entered into this Agreement as of the Effective Date.

Board:

INDUSTRIAL DEVELOPMENT BOARD OF THE CITY
OF GOODLETTSVILLE

By: _____

Title: _____

Date: _____

Company:

MERUS, LLC

By: _____

Title: _____

Date: _____

**SIGNATURE PAGE TO PROJECT AGREEMENT FOR THE
RIVERGATE MALL ECONOMIC DEVELOPMENT PLAN AREA**

