

AMENDMENT, ASSIGNMENT AND CONSENT AGREEMENT

This **Amendment, Assignment and Consent Agreement**, (“**Agreement**”), entered into on this ___ day of September, 2019, by and between the **City of Crossville**, (“**City**”), **Forbus Investments, LLC**, a Tennessee limited liability company, (“**Assignor**”), and **Swayze Properties, LLC**, a Tennessee limited liability company, (“**Assignee**”).

RECITALS:

WHEREAS, City and Assignor entered into that certain License Agreement for Ingress, Egress and Access, dated March 23, 2015, and of record at Book 1448, pages, 840, et seq., Register’s Office, Cumberland County, Tennessee, (“**License**”), for the benefit of that certain tract of real property as more fully described in the deed of record at Book 1398, pages 2458, et seq., Register’s Office, Cumberland County, Tennessee, which deed is incorporated herein by reference thereto, (“**Property**”);

WHEREAS, Assignor is under contract to convey the Property to Assignee; the License remains necessary for the use of the Property by the tenant of the same, which has remained the same since the execution of the License; and Assignor and Assignee have requested that the City allow the License to be assigned to Assignee, and consent to the same, notwithstanding any terms or provisions in the License to the contrary; and,

WHEREAS, the parties agree to amend the License to the extent necessary to allow it to be assigned to Assignee, and the City agrees and consents to the amendment and assignment.

NOW, THEREFORE, for and in consideration of Ten Dollars, (\$10.00), and other good and valuable consideration, including, without limitation, the mutual undertakings of the parties herein below, the parties agree to be bound as follows:

1. The License is hereby amended to allow the assignment of the License upon the mutual consent of the original parties thereto.

2. The City consents to the assignment of the License by Assignor to Assignee, and Assignor hereby assigns the License, and all of its benefits, rights and obligations thereunder, to Assignee. Assignee hereby accepts the assignment and agrees to be bound by the terms and conditions of the License. Assignor, as of the date references above, is released from all liability and obligations under the License.

This Instrument Prepared By:

Looney, Looney & Chadwell, PLLC

156 Rector Avenue, Crossville, Tennessee

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written.

City of Crossville

By: _____

Its: _____

Forbus Investments, LLC

By: _____

Its: _____

Swayze Properties, LLC

By: _____

Its: _____

State of Tennessee)

County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ of **City of Crossville**, and that he as such _____, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself as such _____.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee)

County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **L. E. Smith**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of **Forbus Investments, LLC**, and that he as such Managing Member, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Managing Member.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee)

County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be _____ of **Swayze Properties, LLC**, and that he as such _____, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such _____.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____