
PURCHASE AND SALE AGREEMENT

Between

CITY OF MANCHESTER, TENNESSEE
a political subdivision of the State of Tennessee, as Seller

and

CARMAX AUTO SUPERSTORES, INC.
a Virginia corporation, as Purchaser

Dated October __, 2022

Location: Manchester, Tennessee

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[To be completed immediately prior to circulating
contract for signature]

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PURCHASE AND SALE AGREEMENT

THIS **PURCHASE AND SALE AGREEMENT** (hereinafter referred to as the “**Agreement**”) is made and entered into this ____ day of October, 2022, by and between **CITY OF MANCHESTER, TENNESSEE**, a political subdivision of the State of Tennessee (hereinafter referred to as “**Seller**”), and **CARMAX AUTO SUPERSTORES, INC.**, a Virginia corporation (hereinafter referred to as “**Purchaser**”).

RECITALS

A. Seller owns fee simple title to that certain tract of real property located in the City of Manchester, Tennessee, containing approximately 27.86 acres known as Tax Map 084, parcel 15.06 in the Coffee County property tax records (together with all improvements thereon, and all rights and easements appurtenant thereto, the “**Property**”), which Property is described on **Exhibit A** attached to this Agreement and made a part hereof.

B. Seller desires to sell, and Purchaser desires to purchase, the Property, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of Fifty Thousand Dollars (\$50,000) paid within ten (10) days after the Effective Date (hereinafter defined) by Purchaser to First American Title Insurance Company, 30 North LaSalle Street, Suite 2700, Chicago, IL 60602, Attn: Benjamin A. Packman, bpackman@firstam.com (the “**Escrow Agent**”) as earnest money (together with interest accrued on all of such funds, the “**Deposit**”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Property on the following terms and conditions:

Section 1. Purchase Price. The Purchase Price for the Property shall be Fifteen Thousand Dollars (\$15,000) per acre of land comprised by the Property, as determined by the Survey prepared pursuant to Section 3 hereof. The estimated Purchase Price, based upon 27.86 acres, is \$417,900.

Section 2. Deposit; Escrow Agent. The Deposit shall be applied to the Purchase Price at the Closing, or disbursed as hereinafter set forth. Escrow Agent shall place the Deposit in a demand interest-bearing savings account in a federally insured financial institution, or in such other interest-bearing account or investment as the parties hereto shall direct, for the benefit of Seller and Purchaser, to be held and disbursed by the Escrow Agent on the following terms and conditions (as well as the terms and conditions set forth in **Exhibit B** attached hereto and made a part hereof):

(a) Upon Closing hereunder (as defined in Section 7 below), the Deposit shall be paid over to Seller as part of the Purchase Price due Seller at Closing.

(b) The Deposit shall be returned to Purchaser if Seller fails to comply with the terms of this Agreement or violates any representation or warranty contained herein and Purchaser elects to terminate this Agreement; or if Purchaser elects to terminate this Agreement during the Feasibility Period (as defined in Section 3(a) below) for any reason or no reason; or if Purchaser is unable to obtain Permits, as hereinafter defined, and Purchaser elects to terminate this Agreement during the Permitting Period, as hereinafter defined; or if the terms and conditions of this Agreement expressly provide for the return of the Deposit to Purchaser.

Section 3. Feasibility Period.

(a) Investigations. Commencing on the date on which both Seller and Purchaser have fully executed and delivered this Agreement (the “**Effective Date**”), and ending ninety (90) days thereafter (the “**Feasibility Period**”), Purchaser shall have the right to conduct any and all studies, tests, evaluations and investigations, including but not limited to an evaluation by Purchaser of the economic viability of Purchaser’s intended development of the Property (collectively, the “**Feasibility Studies**”) it may desire of the Property, the title thereto and Purchaser’s intended development thereof. In order to facilitate the conduct of the Feasibility Studies, Seller shall, to the extent such items are in Seller’s possession or control, furnish Purchaser within ten (10) days after the Effective Date, with (i) Seller’s most recent title commitment or policy for the Property, (ii) Seller’s most recent topographical and/or ALTA survey(s) of the Property, and parcel maps and/or subdivision plats containing the Property, (iii) any and all soils and/or hazardous substance reports, including all forms of documents in Seller’s possession relating to compliance with all federal, state and local environmental laws, and all hazardous abatement reports, (iv) information on the zoning permits and approvals applicable to the Property, (v) information on the location and capacity of utilities, (vi) tax bills for the most recent fiscal year, and (vii) any other information or documents within Seller’s possession which may affect the Property. Seller shall permit Purchaser and its designated representatives, at any time after the Effective Date, to have full access to the Property, to inspect the Property, and to conduct the Feasibility Studies in order to determine the suitability of the Property for Purchaser’s proposed use; provided, however, that such work shall not interfere with Seller’s use of the Property. Purchaser hereby agrees to indemnify and save Seller harmless of and from all claims and liability arising from the entry onto the Property by Purchaser, other than claims arising primarily from Seller’s negligence or willful misconduct. Purchaser shall not be liable to Seller for any release of Hazardous Substances (as defined in Section 3(d) below) existing on the Property as of the Effective Date, or for any diminution in the market value of the Property resulting from the information disclosed by any such investigation or tests. If Purchaser does not purchase the Property, Purchaser shall restore the Property substantially to its condition existing immediately prior to such Feasibility Studies (subject to minor clearing of vegetation reasonably necessary for the performance of the Feasibility Studies), and, at the request of Seller, shall furnish Seller with copies of any non-proprietary reports or plats generated by the Feasibility Studies. Purchaser’s indemnification and restoration obligations under this Section 3(a) shall survive termination of this Agreement.

(b) Survey. Purchaser shall have the right to obtain a survey of the Property prepared by a surveyor or civil engineer duly licensed in the State of Tennessee (the “**Survey**”).

(c) Title Commitment. Purchaser shall have the right to obtain a commitment from First American Title Insurance Company for issuance of an ALTA Owner’s Policy of Title Insurance (the “**Title Commitment**”) insuring fee simple title to the Property. In the event that the Title Commitment or the Survey discloses defects of title or other matters unsatisfactory to Purchaser, in Purchaser’s sole discretion, Purchaser shall notify Seller within the Feasibility Period of such title defects or other matters to which Purchaser objects. Seller shall be obligated to cure or cause to be cured at Closing all liens of a liquidated monetary character, including deeds of trust, mortgages, judgment liens, and mechanics’ liens (other than mechanics’ liens caused by Purchaser’s activities on the Property). With respect to any other title defects of which Purchaser notifies Seller within the Feasibility Period, Seller shall have thirty (30) days to notify Purchaser which defects it elects to cure. Seller shall be deemed to have elected to cure any defect identified in Purchaser’s notice which Seller does not decline to cure within such thirty (30) day period. Seller shall be obligated to cure those defects which it elects to cure or which it is deemed to have elected to cure. In the event Seller declines to cure one or more such defects, Purchaser may elect to terminate this Agreement by giving notice to Seller of such election within fifteen (15) days of Seller’s notice, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligation to one another, except to the extent of any obligations for which this Agreement specifically provides for survival after such termination (such obligations for which this Agreement specifically provides for survival, the “**Surviving Obligations**”). Seller shall not add or permit to be added any additional encumbrances or exceptions to the title of the Property beyond those set forth in the Title Commitment without the prior written consent of Purchaser.

(d) Hazardous Substances. During the Feasibility Period, Purchaser may conduct any and all tests, borings and investigations it may desire in order to determine the presence of any asbestos, soil or groundwater contamination, radioactivity, methane, radon, volatile hydrocarbons, underground storage tanks or any other hazardous or toxic substances or conditions (together, “**Hazardous Substances**”) as same may be defined by any federal, state or local governmental body having jurisdiction over the Property. In the event Hazardous Substances that, under applicable law, would require remediation in order for Purchaser to develop the Property, are discovered on, in, or under the Property, Seller shall bear all cost of removal and all liability imposed on, or damages suffered by, Purchaser because of same, and Seller hereby indemnifies and agrees to defend and hold Purchaser harmless from and against all such costs, liability and damages, including, without limitation, all costs incurred in enforcing this indemnity, such obligation to survive Closing.

(e) Termination Right. If, as a result of the Feasibility Studies or for any other reason or no reason, Purchaser determines, in its sole discretion, that the Property is

not suitable for Purchaser's intended purposes, then Purchaser may terminate this Agreement by written notice given to Seller and the Escrow Agent during the Feasibility Period. Upon such a termination, One Thousand Dollars (\$1,000.00) of the Deposit shall be paid to Seller as independent consideration for Seller's obligations under this Agreement and for such termination right (the "**Independent Consideration**"), and the balance of the Deposit will be returned to Purchaser. Upon such termination, the payment of such Independent Consideration, and the return of the balance of the Deposit to Purchaser, the parties shall be relieved of all further obligations and liability under this Agreement, except the Surviving Obligations. Purchaser agrees that it shall expend significant time and material sums of money in connection with negotiating and executing this Agreement, conducting Feasibility Studies, and preparing for the Closing, all in reliance on Seller's obligations under this Agreement. Further, Seller acknowledges that Purchaser would not have entered into this Agreement without having the opportunity to perform such investigations and without having the right to terminate this Agreement in accordance with the provisions of this subsection (e). Such commitments and the Independent Consideration are sufficient to support Seller's obligations hereunder notwithstanding Purchaser's right to terminate this Agreement in accordance with the provisions of this subsection (e).

Section 4. Closing Conditions. Notwithstanding anything contained herein to the contrary and notwithstanding the results of Purchaser's Feasibility Studies, Seller understands and agrees that Purchaser's obligation to acquire the Property is expressly conditioned upon the following, any of which may be waived by Purchaser at Purchaser's discretion (except that Purchaser shall not have the right to waive any Permit that is a prerequisite to Seller's ability to legally convey the Property): (i) the final and non-appealable issuance of all Permits (as defined below) by appropriate authorities free of any governmental ban, bar or moratorium (the "**Permit Condition**"); provided, however, that in the event Purchaser terminates this Agreement for failure of the Permit Condition after the expiration of the Permitting Period, and not as a result of any default by Seller, the Deposit shall be paid to Seller; (ii) no representation or warranty of Seller shall be proven inaccurate in any material respect; (iii) no condemnation or threatened condemnation of the Property which materially and adversely affects Purchaser's Contemplated Use (as defined below) of the Property shall occur; (iv) no material and adverse change to the condition of the Property or the title thereto shall have occurred after the expiration of the Feasibility Period; and (v) receipt by Purchaser at Closing of an extended owner's policy of title insurance, in the amount of the Purchase Price, insuring Purchaser that Purchaser has acquired good and marketable fee simple title to the Property, subject only to those exceptions to title which have been accepted by Purchaser pursuant to Section 3(c) of this Agreement. The foregoing conditions shall be collectively referred to as the "**Closing Conditions.**" In the event any of the Closing Conditions has not been satisfied on the Closing Date, Purchaser's sole remedy under this Section 4 shall be to terminate this Agreement and recover the Deposit (except to the extent clause (i) provides for the Deposit to be paid to Seller). The provisions in this Section 4 shall not be deemed to limit any remedies available under other provisions of this Agreement.

Section 5. Permits. The term "**Permits**" shall mean any and all permits, approvals, licenses, consents, agreements and the like necessary or desirable for Purchaser's intended

development, construction, use and operation of the Property for the retail sale of used automobiles in a manner consistent with Purchaser's prototype automobile superstore, including appurtenant service, auctions, car wash, and paint booth (the "**Contemplated Use**"). "Permits" shall include, without limitation: (a) site plan approvals, (b) sanitary sewer, drainage and other utility permits (including without limitation, sewer connection and extension permits), (c) platting or subdivision approval, (d) zoning permits, special or conditional use permits, variances and/or rezoning approvals (including, without limitation, any necessary variances permitting outdoor facilities), (e) environmental and wetland certifications, approvals, licenses, permits and the like, whether local, state or federal (including, without limitation, wetland mitigation approvals, relocation approvals, and water management district approvals, if applicable), (f) access permits, including, without limitation, any required curb cut permits or median break permits, (g) sign permits, approvals and/or variances for Purchaser's exterior building, directional, and pylon signs, (h) fuel dispensing permits, (i) any and all approvals required under any restrictive covenants or other encumbrances applicable to the Property, and (j) approval of economic incentives for the development and operation of the Property.

(a) Purchaser will have the right to apply for and pursue Permits until the end of the Permitting Period. All conditions and restrictions imposed by applicable authorities as prerequisites or conditions subsequent to the Permits (including, without limitation, the payment of impact fees or construction of on-site or off-site improvements) shall be subject to Purchaser's approval and acceptance and Purchaser shall not be required to accept any Permit unless it agrees, in its sole discretion, to accept such conditions and restrictions.

(b) Purchaser shall have until the date which is one hundred fifty (150) days after the expiration of the Feasibility Period (such period, as the same may be extended as provided below, the "**Permitting Period**") to obtain the Permits. Provided Purchaser shall then have applied for its Permits and shall be diligently pursuing the approval of the Permits, Purchaser shall have the right to extend the Permitting Period for two additional thirty (30) day periods (each one, an "**Extension Period**") by giving Seller written notice of such election on or before the expiration of the then-current Permitting Period. If at any time during the Permitting Period, Purchaser in Purchaser's judgment believes that any Permit will be unavailable during the Permitting Period, or will be available subject to conditions unacceptable to Purchaser in Purchaser's sole discretion, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller, in which event \$5,000.00 of the Deposit will be paid to Seller, the balance of the Deposit shall be returned to Purchaser, and the parties shall have no further obligation to one another except for the Surviving Obligations.

Section 6. Risk of Loss. Except as specifically set forth in Section 3(a) above, Seller assumes all risks and liability for loss, damage to or destruction of the Property or injury by accident, condemnation, or other cause until Closing. In the event of a loss or damage to the Property prior to Closing, Purchaser may elect by written notice to Seller either to (i) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and the parties shall have no further obligation to one another except the Surviving Obligations, or (ii) to proceed under the terms of the Agreement, in which event Seller shall at Closing assign to Purchaser all

of Seller's right, title, and interest in and to any insurance or condemnation proceeds arising from such loss or damage, and shall give Purchaser a credit for (i) all such proceeds received prior to Closing by Seller as a result of such loss or damage, and (ii) any deductible applicable to the payment of such insurance proceeds.

Section 7. Closing and Closing Date.

(a) Closing Date. The closing of the purchase and sale of the Property (“**Closing**”) shall take place at the offices of Escrow Agent through escrow arrangements consistent with the terms of this Agreement, on a date (the “**Closing Date**”) no later than thirty (30) days following the earlier of (i) the satisfaction or waiver of the Permit Condition or (ii) the expiration of the Permitting Period. Notwithstanding the foregoing, Closing shall be delayed until the date that is two (2) business days after the date that Seller and Purchaser agree on final settlement statements for Closing; provided, however, that in no event shall Closing be delayed more than two (2) business days by the operation of this sentence.

(b) Seller Deliveries. Seller shall deliver or cause to be delivered to Escrow Agent for recordation, retention for its records or delivery to Purchaser, as appropriate,

(i) a Warranty Deed in form acceptable to Purchaser, conveying to Purchaser good, marketable and indefeasible fee simple title to the Property, free and clear of all liens, mortgages, encumbrances, easements, restrictions, covenants and rights-of-way required under Section 3 to be cured, and describing the Property in accordance with the Survey.

(ii) a Non-Foreign Affidavit meeting the requirements of applicable federal regulations, and any local, state or federal tax reporting or filing forms customarily delivered by the sellers of commercial property in the jurisdiction in which the Property is located.

(iii) a standard title insurance company form of owner's affidavit to induce the deletion from the title commitment of any exception for parties in possession and for mechanics' or materialmen's liens, and such other matters as are customarily addressed in sellers' affidavits delivered in connection with the sale of commercial property in the jurisdiction in which the Property is located.

(iv) written evidence, if requested by Purchaser's title insurance company (which may be, as appropriate, a partnership certificate or consent of all partners or members, if Seller is a partnership or limited liability company, or a corporate resolution or a certificate of incumbency, if Seller is a corporation, or the signature to all documents of the respective spouse of each individual seller), authorizing this transaction and empowering those executing documents on Seller's behalf to do so.

(v) certification by Seller that the representations and warranties contained in Section 10 are true as of Closing.

(vi) copies of the most recent real estate tax bills for the Property.

(vii) a duly executed settlement statement setting forth the funds paid into and from the closing escrow in connection with Closing (the “**Settlement Statement**”).

At Closing Seller shall deliver to Purchaser exclusive possession of the Property, free and clear of all improvements, personal property, contracts, liens, leases, and parties in possession.

(c) Purchaser Deliveries. At Closing, Purchaser shall deliver or cause to be delivered to Escrow Agent for recordation, retention for its records, delivery to Seller, or payment, as appropriate,

(i) the remainder of the Purchase Price and any other Closing costs which are Purchaser’s responsibility hereunder, by wire transfer of funds or by certified or cashier’s check.

(ii) the Settlement Statement.

(iii) any state or federal tax reporting or filing forms customarily delivered by the purchasers of commercial property in the jurisdiction in which the Property is located.

Section 8. Prorations and Closing Costs. All real estate taxes and assessments, both general and special, water charges and sewer rents, whether or not then due or payable, and all other normally proratable items shall be prorated to the Closing Date, based upon the latest assessments or actual invoices available. Should any such proration be inaccurate based upon the actual tax bill or assessment when received, either party hereto may demand and shall be entitled to receive on demand, a payment from the other correcting such malapportionment. Seller shall pay all costs associated with any fees, taxes, impact fees, assessments, delinquent or otherwise, attributable to a period prior to Closing (including, without limitation, any so-called “rollback” or recapture taxes arising from the taxation of the property for agricultural, open space, forest, or similar use). Except as otherwise provided herein, each party hereto shall pay all of its own costs and expenses in connection with this transaction, with Seller to pay the costs of preparation of the documents required to be delivered by Seller hereunder, Seller’s attorney’s fees and charges, all costs related to clearing title objections, and one half of any closing or escrow fees charged by the Escrow Agent. Purchaser shall pay the cost of the title examination and of the owner’s policy of title insurance, its attorney’s fees and charges, the cost of the Feasibility Studies, transfer tax or document stamps (if any), one half of any escrow or closing fees charged by the Escrow Agent, and all recording fees. The provisions of this Section 8 shall survive Closing.

Section 9. Real Estate Brokers and Agents. Seller and Purchaser represent that there are no real estate brokers or agents of record in this transaction, other than CBRE (the “**Broker**”). Purchaser shall pay the Broker a commission at Closing, pursuant to a separate written agreement. Seller and Purchaser each agrees to indemnify other party and hold the other party harmless against any other claim made for brokerage commissions or finders’ fees resulting from the indemnifying party’s actions in this transaction, which agreement shall survive Closing.

Section 10. Seller’s Representations. Seller represents, warrants, and covenants to Purchaser as follows (which representations and warranties shall also be true as of Closing hereunder):

(a) Public water and sewer, electricity and natural gas are available upon the Property or at a boundary thereof.

(b) To the best of Seller’s knowledge without independent investigation, the Property is now zoned _____.

(c) Seller has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with the terms and conditions hereof and the individual(s) executing this Agreement on behalf of Seller is/are duly authorized and empowered to act for and to bind Seller.

(d) To the best of Seller’s knowledge, the Property is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants, except those imposed by applicable zoning laws, regulations, and development orders.

(e) To the best of Seller’s knowledge, the Property is free from special taxes or assessments, except those generally applicable to other properties in the tax district in which the Property is located.

(f) Seller has not, and to the best of Seller’s knowledge without independent investigation, Seller’s predecessors in title have not used, manufactured, stored, or released Hazardous Substances on, in, or under the Property in violation of applicable law.

(g) There are no service or maintenance contracts affecting the Property for which Purchaser may be obligated or liable after Closing.

(h) No commitments have been made by Seller, and to the best of Seller’s knowledge without investigation, no commitments have been made by any predecessor of Seller, to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property except any commitments made or approved by Purchaser, which would impose any obligations upon Purchaser to make any contributions of money or land or to

install or maintain any improvements, or which would restrict or impose conditions on the development of the Property.

(i) Seller is not a party to any judicial or administrative proceeding that could result in a lien on or otherwise affect Seller's title to the Property or Seller's ability to perform its obligations under this Agreement, and to the best of Seller's knowledge without investigation, no proceeding exists that could affect the title to the Property or Seller's ability to perform its obligations under this Agreement.

(j) Seller shall maintain the Property and the title thereto in substantially their present condition, except as otherwise expressly permitted or required by this Agreement.

(k) Seller has received no notice that the Property contains any habitat of protected or endangered species, as defined in the federal Endangered Species Act.

The aforesaid representations and warranties shall survive Closing for a period of two years.

Section 11. OFAC. To its knowledge, each of Seller and Purchaser each represents to the other that it is (i) in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "OFAC Rules"), (ii) not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation, and (iii) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules. This Section 11 shall not apply to any person or entity to the extent that such person's or entity's interest in Seller or Purchaser is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means an entity whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such entity.

Section 12. Default.

(a) If Purchaser defaults hereunder, the Deposit shall be forfeited to Seller as liquidated damages as Seller's sole and exclusive remedy, and the parties hereto shall be relieved of all of their respective obligations hereunder and rights against each other with regard to this Agreement. The parties acknowledge and agree that the actual damages to Seller in the event of a default by Purchaser would be difficult or impossible to determine, and the liquidated damages set forth above represents the best estimate of the parties as to the amount of such damages at the time of execution and delivery of this Agreement.

(b) In the event of a default by Seller hereunder, then Purchaser shall be entitled to terminate this Agreement and/or pursue its remedies at law or in equity, including, without limitation, specific performance.

Section 13. Cooperation. The parties hereto agree to cooperate with each other in every reasonable way in carrying out the transaction contemplated hereby, in obtaining and delivering all required Closing documents and obtaining all required information and governmental approvals, and agree to use their best efforts to expeditiously accomplish same. Such cooperation shall not include the obligation of any party to incur expense to accomplish tasks assigned to the other party hereunder.

Section 14. Right to Assign. Purchaser shall assign this Agreement only with the approval of Seller, not to be unreasonably withheld. After any such assignment, Purchaser will remain fully liable for all of its obligations hereunder. Seller will be furnished prior to Closing with a copy of a fully executed assignment agreement under which such assignee agrees to assume the obligations of Purchaser hereunder.

Section 15. Notices. All notices required or permitted hereunder shall be sent by hand delivery, certified mail, return receipt requested, Federal Express or other comparable overnight delivery service, or by electronic mail (provided that confirmation thereof is delivered by certified mail or overnight delivery service providing for delivery against receipt) and shall be addressed as follows:

AS TO SELLER: CITY OF MANCHESTER, TENNESSEE
1200 W. Fort Street
Manchester, TN 37355
Attention: Stephen Crook
Email: Stephen.crook@coffetn.com

AS TO PURCHASER: CARMAX AUTO SUPERSTORES, INC.
12800 Tuckahoe Creek Parkway
Richmond, VA 23238
Attention: Vice President, Real Estate
Email: j-m_dixon@carmax.com

and a copy to: James D. Thornton
Thornton & Associates, PLC
4449 Cox Road
Glen Allen, Virginia 23060
Email: jim.thornton@thorntonassociates.com

or to such other address or addresses of which the party(ies) may advise the other party(ies) from time to time pursuant to the provisions of this Section. Any such notice shall be deemed given on the date indicated on the return receipt or delivery service records as having been given or rejected. Notices given by counsel for a party shall be valid as if given by such party.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No statement, promise or inducement made by any party or agent thereof, unless contained herein, shall be binding or valid.

Section 17. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(b) If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof. Section headings throughout this Agreement are solely for the convenience of the parties and are intended to have no legal meaning in and of themselves.

(c) Where the context requires, the masculine, feminine and neuter genders may be substituted for one another, as may be the singular for the plural number, and vice versa.

(d) Where the final day of any period of time to which this Agreement refers falls on a Saturday, a Sunday, or a day on which banks are not open for business in the jurisdiction in which the Property is located, then any action taken on the next business day following the expiration of such period of time shall be as effective as if taken prior to the expiration of such period of time.

(e) The exhibits attached to this Agreement are incorporated into this Agreement and made a part of this Agreement.

(f) This Agreement may not be amended except by writing signed by Purchaser and Seller. No party shall be deemed to have waived any right under this Agreement unless such waiver is in writing and is signed by the party alleged to have waived such right.

Section 18. Counterparts, Delivery. This Agreement may be executed in two or more counterparts and as so executed shall constitute a single instrument. Delivery of this Agreement by electronic means shall constitute personal delivery.

Section 19. Confidentiality. Except as stated otherwise herein, Buyer and Seller agree to hold the information contained in this Agreement in strict confidence and not to disclose any term or condition contained in this Agreement to any person or entity other than its respective attorneys, accountants and consultants and the Broker (all who must agree also to such confidentiality). This Section shall not be deemed breached if disclosure is: 1) required by applicable law, including but not limited to the Tennessee Open Records Act; or 2) required because the terms of this Agreement must be affirmed in a public meeting by the Manchester City Council prior to Closing; or 3) contented to by the non-disclosing party.

Section 20. Attorneys' Fees. In the event of litigation arising from the failure or alleged failure of either party to perform its obligations hereunder, the party prevailing in such litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable

attorneys' fees incurred in connection with such litigation from the other party, in addition to any other remedies for which this Agreement provides. The provisions of this Section shall survive Closing or termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Seller and Purchaser have executed this Agreement as of the date and year first written above:

SELLER:

CITY OF MANCHESTER, TENNESSEE,
a political subdivision of the State of Tennessee

By: _____

Name: _____

Title: _____

Date: _____, 2022

APPROVED AS TO FORM:

(Deputy) City Attorney

-- Purchaser's signature page to follow --

PURCHASER:

CARMAX AUTO SUPERSTORES, INC., a
Virginia corporation

By: _____

Name: K. Douglass Moyers

Title: Vice President, Real Estate

Date: _____, 2022

-- Escrow Agent's signature page to follow --

THE ESCROW TERMS AND CONDITIONS OF THIS AGREEMENT ARE AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 2022.

ESCROW AGENT:

By: _____
Name: _____
Title: _____

-- End of Signature Pages --

-- Exhibits to Follow

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

ESCROW PROVISIONS

1. Escrow Agent shall have no liability to either party for its actions or inaction hereunder (regardless of whether such action or inaction constitutes negligence) unless such action was taken in, or such inaction resulted from gross negligence or bad faith. In no event, however, shall Escrow Agent have any liability hereunder for any amount in excess of the Deposit, together with such interest as may in fact have been earned thereon (less any penalty for early withdrawal, if applicable).

2. Escrow Agent shall not be bound by any modification of this Agreement or of any agreement incorporated by reference herein, unless there shall have been delivered to Escrow Agent a written modification signed by all parties. No such modification shall, without the consent of Escrow Agent, modify any of the provisions of this Agreement relating to the rights, obligations or duties of Escrow Agent.

3. Seller acknowledges and agrees that the function of Escrow Agent under this Agreement is to act as a stakeholder only; accordingly, anything to the contrary notwithstanding, Escrow Agent may act as Purchaser's title company. In any cases(s) where there is litigation commenced between Seller and Purchaser with respect to the disbursement of the escrow funds, Escrow Agent shall have the right to deliver all funds then held by it hereunder into a court having applicable jurisdiction and to interplead Seller and Purchaser, and thereafter Escrow Agent shall be relieved of any liability to Purchaser and Seller as Escrow Agent under this Agreement. In any such event, any fees and expenses of such mutually satisfactory Escrow Agent shall be borne equally by the parties. In no event shall the Escrow Agent be responsible for obtaining any given rate of interest with respect to the Deposit.

4. Any escrow funds to be held in an interest bearing account(s) shall be in the name of Escrow Agent, as escrow agent for Seller and Purchaser, and shall be under Purchaser's U.S. Employer Identification number, which is 54-0649949.

5. If Escrow Agent receives at any time a written request from Seller or Purchaser requesting a disbursement of the amounts held by Escrow Agent in escrow under this Agreement, which request is not joined in by the other ("non-requesting party"), then Escrow Agent shall, not later than three (3) business days following the receipt of such request, notify the non-requesting party of such request by overnight delivery. If Escrow Agent shall not receive a written objection to such request from the non-requesting party within ten (10) business days of delivery of such notification, then Escrow Agent shall be authorized to make the disbursement as requested. If objection is made in writing within the aforesaid period, then Escrow Agent shall not make any disbursement but instead shall retain the Deposit until instructed otherwise in writing jointly by Purchaser and Seller, or, if appropriate, interplead the Deposit in a court of competent jurisdiction.