PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of January, 2014 by and between Pacific and Southern Company, Inc., a Delaware corporation ("**Seller**") and Rutherford County, Tennessee, a political subdivision of the State of Tennessee ("**Buyer**").

WHEREAS, Seller owns that certain real property consisting of approximately 1.15± acres lying and being in Murfreesboro, County of Rutherford, Tennessee and as more particularly described on Exhibit A attached hereto, together with a 25,428 sq. ft. building and any and all improvements located thereon and all right, title and interest of Seller in and to any and all easements, rights of way, privileges, appurtenances, and rights of same belonging to, and inuring thereto (the "**Property**"). Parcel # 091K-H-01300. No personal property will be conveyed unless specifically listed on Exhibit B hereto. The description of the Property is subject to verification by the Title Company.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale of Property**.

(a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms, covenants and conditions set forth in this Agreement, the Property. Property address is: 224 N. Walnut Street, Murfreesboro, TN.

(b) The purchase price for the Property shall be equal to Six Hundred Thousand and no/100 Dollars ($600,000.00) ("**Purchase Price**"). The Purchase Price shall be payable as follows:

(i) No later than three (3) business days after the Effective Date (as defined below) Buyer shall wire transfer to Cope, Hudson, Reed & McCreary, PLLC ("**Escrow Agent**") an initial deposit in the amount of Thirty Thousand and no/100 Dollars ($30,000.00) (the "**Deposit**"), to be held by Escrow Agent, subject to the terms of a mutually satisfactory escrow agreement. If this Agreement is not terminated prior to the expiration of the Inspection Period (as defined in Section 3(a) below) the Deposit shall become nonrefundable automatically, immediately released to Seller without further action from Buyer, and Seller shall credit such amount against the Purchase Price at the closing of the transaction contemplated by this Agreement (the "**Closing**") unless Seller defaults on its obligations under this Agreement. As used in this Agreement the term "**Effective Date**" shall mean the date that this Agreement is signed by both parties.

(ii) At Closing Buyer shall pay Seller the balance of the Purchase Price, subject to the adjustments set forth in this Agreement.

(iii) All payments shall be made by wire transfer of immediately available funds.

(c) The Closing will be handled by the Escrow Agent (the "**Closing Agent**") and shall take place pursuant to a commercially reasonable escrow arrangement. The Closing Agent shall be responsible for preparing a closing checklist no later than five (5) days after the expiration of the Inspection Period, a settlement statement for the review and approval of the parties, receiving the Purchase Price proceeds, disbursing the Purchase Price

proceeds, causing all documents to be recorded and otherwise conducting the Closing. The "**Closing Date**" for this transaction will occur within thirty (30) days after the expiration of the Inspection Period on a date designated by Seller in a written notice provided to Buyer at least five (5) business days before the Closing Date.

(d) On the Closing Date, Seller shall deliver to Buyer (i) a duly executed and acknowledged special warranty deed ("**Deed**") conveying title to the Property; (ii) sworn affidavit stating, under penalty of perjury, that Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended ("Code") or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Code; (iii) a title affidavit and indemnity agreement sufficient to enable the Title Company to issue a policy of title insurance without standard exceptions and in form and substance reasonably satisfactory to Seller; and (iv) such other documents or certificates as Title Company reasonably requests to effect the Closing and transfer of title to the Property as described herein.

2. **Title Contingency**.

(a) Buyer shall, at Buyer's expense, obtain a title insurance commitment issued by the Title Company committing to insure good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, easements, and conditions not acceptable to Buyer, in its reasonable discretion, except as otherwise may be specified in this Agreement.

(b) In the event title is not found by Buyer's attorney to be good and marketable, the Buyer's objections to title shall be specified in writing and delivered to Seller within fifteen (15) days following the Effective Date ("**Title Objection Notice**"), and Seller shall notify Buyer, within seven (7) days after its receipt of the Title Objection Notice, whether or not Seller will cure the objectionable title matters specified therein ("**Seller's Cure Notice**"). If Seller is unable or unwilling, in its sole discretion, to eliminate or cure all such objectionable title matters, or to make arrangements satisfactory to Buyer, in its reasonable discretion, to have all such matters eliminated or cured prior to Closing, and provided that Buyer shall not thereafter waive such disapproved matters (in which case such matters shall then be deemed "**Permitted Exceptions**"), Buyer shall have the right, at its option, to terminate this Agreement within seven (7) days after Buyer's receipt of Seller's Cure Notice by delivering written notice thereof to Seller, whereupon the Deposit shall be returned to Buyer and all liability by reason of this Agreement shall cease except such liability as expressly survives termination. If Buyer does not terminate this Agreement within seven (7) days after Buyer's receipt of Seller's Cure Notice, such title objections shall be deemed Permitted Exceptions. Furthermore, if Buyer does not deliver the Title Objection Notice to Seller within the fifteen (15) day time period referenced above, then Buyer will be deemed to have approved Seller's title to the Property, and all title exceptions shall be deemed Permitted Exceptions.

(c) Notwithstanding the provisions of Section 2(b) above, the term "Permitted Exceptions" shall not include, and Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

3. **Inspection Period.**

(a) Buyer shall have sixty (60) days after the Effective Date ("**Inspection Period**") to complete any investigation reasonably necessary to permit Buyer to determine that the Property is in a condition satisfactory to Buyer, in its sole judgment, and also in compliance with any and all environmental laws and ordinances. Buyer may, at its expense, perform a Phase 1 and/or Phase 2 environmental assessment of the Property,

a survey, building inspection, and any other inspections or tests desired by Buyer. Notwithstanding the foregoing, Seller must approve in advance, which approval shall not be unreasonably withheld or delayed, any sampling, subsurface drilling, testing or excavation on the Property. Throughout the Inspection Period, Buyer may enter upon the Property at times approved by the Seller during Seller's normal business hours upon providing not less than twenty-four (24) hours' advance notice to Seller in connection with Buyer's inspection of the Property.

(b) If Buyer does not deliver a written termination notice to Seller prior to the expiration of the Inspection Period, the Inspection Period shall be conclusively presumed to have been satisfied or waived, the Deposit shall be non-refundable pursuant to Section 1(b)(i), and Buyer shall be bound to close as provided in this Agreement. If Buyer does send a written termination notice to Seller prior to the expiration of the Inspection Period, then this Agreement shall be deemed terminated except such liability as expressly survives termination and the Title Company shall promptly refund the Deposit to Buyer.

(c) All entries, analyses, inspections and testing shall be conducted at Buyer's sole risk and expense. Buyer shall restore the Property to its condition immediately prior to Buyer's entry, and Buyer shall defend, indemnify and hold Seller and its past, present and future agents, employees, officers, directors, partners, members, agents, trustees, shareholders, affiliates, parent companies and subsidiaries, and all of their respective heirs, representatives, successors and assigns (collectively, "**Indemnitees**"), harmless from any claim, liability injury, loss, cost, expense or damage, including reasonable attorneys' fees, court costs and disbursements (collectively, "**Loss and Expense**"), resulting from the inspections and studies conducted by Buyer. The provisions of this Section 3(c) shall survive any termination of this Agreement.

(d) Buyer shall cause any of its representatives or agents conducting any inspections to maintain and have in effect commercial general liability insurance with limits of not less than $1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage except for County employees who are covered by the Buyer's self-insured insurance program. Such insurance shall name the Seller as an additional insured and shall be with companies licensed to do business in the State of Tennessee and shall provide that such insurance may only be terminated or modified upon thirty days' prior written notice to Seller. Buyer shall deliver to Seller, prior to commencement of any of Buyer's activities under Section 3(c), certificates of insurance evidencing that the insurance required hereunder has been obtained and is in effect.

(e) Buyer shall not permit any mechanics' or other liens to be filed against the Property by reason of labor or materials furnished to the Property at the direction or request of Buyer or its representatives, agents or contractors. If any such lien is filed against the Property, Buyer shall cause the lien to be discharged of record or bonded within thirty (30) days after notice to Buyer of the filing of any such lien. The provisions of this Section 3(f) shall survive any termination of this Agreement.

(f) Buyer shall promptly provide Seller with copies of any environmental reports obtained by Buyer pursuant to this Section 3. In addition, if this Agreement terminates for any reason other than Seller's default, then Buyer shall, if Seller so requests, provide to Seller, at no cost or expense to Seller and as soon as reasonably practicable after such termination, all documents, studies, surveys, analyses, information, audits, data and reports in Buyer's possession or control that were prepared by, or obtained from, third parties and based upon any tests and inspections and other work performed pursuant to this Section 3.

(g) Seller will make a good faith effort to deliver to Buyer, within five (5) business days following the Effective Date, copies of any material studies, reports, tests and surveys

with respect to the physical and environmental condition of the Property to the extent in Seller's possession.

4. **As is Condition**.

(a) **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN "AS-IS, WHERE-IS AND WITH ALL FAULTS" BASIS. ANY INFORMATION THAT MAY HAVE BEEN, OR MAY BE, SUPPLIED TO BUYER CONCERNING THE CONDITION OF THE PROPERTY IS FOR THE SOLE PURPOSE OF PERMITTING BUYER TO DETERMINE WHETHER THE PROPERTY IS OF SUCH TYPE AND GENERAL CHARACTER AS MIGHT INTEREST BUYER. SELLER HAS NOT WARRANTED AND DOES NOT WARRANT THE ACCURACY AND/OR COMPLETENESS OF ANY SUCH INFORMATION. BY ACCEPTING THE DEED AT CLOSING, BUYER SHALL BE DEEMED TO HAVE ACKNOWLEDGED TO SELLER THAT BUYER IS THOROUGHLY ACQUAINTED AND SATISFIED WITH ALL ASPECTS OF THE PROPERTY, AND IS ACQUIRING THE PROPERTY "AS-IS, WHERE-IS" AND WITHOUT ANY COVENANTS, WARRANTIES, REPRESENTATIONS OR AGREEMENTS AS TO THE PAST, PRESENT OR ANY FUTURE CONDITION, INCOME, EXPENSE, OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, EXCEPT ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN. BUYER'S ACCEPTANCE OF TITLE TO THE PROPERTY AND POSSESSION OF THE PROPERTY AT THE CLOSING SHALL ALSO CONSTITUTE A WAIVER AND RELEASE BY BUYER OF SELLER OF ANY CLAIM OR LIABILITY PERTAINING TO THE CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES AND/OR ANY OTHER ENVIRONMENTAL CONDITION IN, ON OR ABOUT THE PROPERTY, EXCEPT FOR ANY CLAIM OR LIABILITY ARISING OUT OF ANY FRAUD COMMITTED BY SELLER. BUYER ACKNOWLEDGES THAT THE INSPECTION PERIOD PROVIDES BUYER AND ITS EXPERTS AND CONSULTANTS WITH AMPLE OPPORTUNITY TO INVESTIGATE THE PROPERTY.**

(b) The provisions of this **Section 4** shall survive Closing and the transfer of title.

5. **Prorations**. Real estate taxes and assessments will be prorated as of the date of Closing, based upon the last actual tax bills available. If the actual tax bills are not available for the current tax fiscal year, then prorations will be based on the tax bills for the prior tax fiscal year and, upon the request of either party, the parties will re-prorate and adjust the tax prorations when the tax bills for the current tax fiscal year of Closing become available.

6. **Costs/Closing Credit.** Buyer shall pay all fees associated with the preparation of any title commitment, as well as the premium for a standard owner's policy of title insurance, any additional premium required for an ALTA extended owner's policy of title insurance and the cost of any endorsements requested by Buyer. Buyer shall also pay for all fees incurred for recording the Deed and preparing any survey map that may be desired by Buyer, and any state and local transfer, conveyance and recordation taxes and fees. Seller and Buyer shall share equally the escrow fees charged by the Title Company. Each party shall pay its own attorneys' fees.

7. **Buyer's Certificate**. Buyer hereby makes the following representations to Seller:

(a) Buyer is a political subdivision of the State of Tennessee.

(b) Buyer has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby.

The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Buyer.

8. **Seller's Certificate**. Seller hereby makes the following representations to Buyer:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Seller has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Seller.

(c) Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

The provisions of this **Section 8** shall be merged into the Deed upon transfer of title.

9. **Complete Agreement and Amendments**. This Agreement, including any exhibits, expresses the entire agreement of the parties. There are no other understandings, oral or written, which in any manner alter or enlarge its terms. This Agreement supersedes any and all prior agreements between the parties hereto regarding the Property. This Agreement may be amended, but only in writing and only if such writing is executed by the party to be charged.

10. **Attorneys' Fees**. If this Agreement or the transaction contemplated herein gives rise to a lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation in addition to any other judgment of the court.

11. **Assignment**. Neither party may assign its rights and obligations hereunder without obtaining the prior written consent of the other party; provided, however, upon prior notice to the other party, Seller shall be permitted to assign its rights and obligations hereunder to any party that directly or indirectly (i) controls Seller (ii) is controlled by Seller, (iii) is under common control with Seller. No assignor shall be released from any of its obligations or liabilities under this Agreement.

12. **Notices**. All notices or tender required or permitted herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by written notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller:
Gannett Co., Inc.
7950 Jones Branch Drive
McLean, VA 22107
Attn: Tim Fitzpatrick, Real Estate Manager
Fax: (703) 854-2031
Email: tfitzpatri@gannett.com

With a copy to:
Gannett Co., Inc.
7950 Jones Branch Drive
McLean, VA 22107
Attn: Todd A. Mayman, General Counsel
Fax: (703) 854-2031
Email: tmayman@gannett.com

If to Buyer:

Ernest G. Burgess, Mayor
City of Murfreesboro
County Courthouse, Room 101
Murfreesboro, TN
Fax: (___) ___-____
Email: eburgess@rutherfordcountytn.gov

With a copy to:

Jeff Reed
Cope, Hudson, Reed & McCreary, PLLC
16 Public Square N.
Murfreesboro, TN 37130
615-893-5522
jreed@mborolaw.com

Any such notice or communication shall be sufficient if sent (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by hand delivery; (iii) by overnight courier service; or (iv) by telecopy or email, with an original by first class mail. Any such notice or communication shall be effective when delivered to the recipient or upon refusal of such delivery.

13. **Broker's Commission**. Except for CBRE, Inc./The Parks Group Commercial Real Estate which has been retained by Seller and whom Seller agrees to pay a commission pursuant to a separate agreement, the parties represent that they have not dealt with any broker, agent, or finder in connection with this transaction. Except as described in the preceding sentence, each party hereby warrants and represents to the other that no person or entity can properly claim a right to a commission, broker's fee or other compensation based on contacts or understandings between such claimant and Seller or Buyer. Each party hereto agrees to indemnify, defend and hold the other party harmless from any Loss and Expense arising from any claims or demands of any broker, agent or finder with whom such party has dealt for any commission or fee alleged to be due in connection with this transaction. The terms and provisions of this Section 13 shall survive the Closing and transfer of title.

14. **Waiver of Jury Trial**. BUYER AND SELLER EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSSCLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALING WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE. SELLER AND BUYER EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION 14 AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF.

15. **Like-Kind Seller Exchange**. Buyer agrees that, at any time prior to the Closing Date, Seller may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code of 1986, as amended. Buyer shall cooperate with the Seller in connection with any such exchange in any reasonable manner which shall not impose any out of pocket cost or liability upon the Buyer, including without limitation by executing any and all customary and commercially reasonable documents, including escrow instructions or agreements consenting to Seller's assignment of its rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, Seller's election to effect such an exchange shall not delay the Closing Date.

16. **Casualty Loss**. As used herein, the term "Casualty Loss" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of

eminent domain, of the Property or a portion thereof, in each case, prior to Closing. Seller shall promptly give Buyer written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. In the event of a Casualty Loss in excess of $300,000, Buyer shall have the option, which must be exercised within thirty (30) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease except such liability as expressly survives termination. If Buyer proceeds with Closing, whether or not the Casualty Loss exceeds $300,000, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss. Seller shall at times keep the Property insured for the full insurable value thereof. The terms and provisions of this Section 16 shall survive the Closing.

17. **Remedies**.

(a) If Seller fails to perform any of Seller's material obligations under this Agreement, and the same continues until the date that is the earlier of (i) the Closing Date or (ii) five (5) days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure, either (x) cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which event the Deposit shall be returned to Buyer; or (y) bring an appropriate action for specific performance of this Agreement.

(b) If Buyer fails to perform any of Buyer's material obligations under this Agreement and the same continues until the date that is the earlier of (i) the Closing Date or (ii) five (5) days after Buyer's receipt of written notice from Seller, Seller may, as Seller's sole remedy for Buyer's failure, either (x) cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which case the Deposit will be paid to Seller as liquidated damages, or (y) bring an appropriate action for specific performance. Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agree that the Deposit is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform under this Agreement.

18. **Miscellaneous**.

(a) Paragraph headings contained herein are included solely for convenience of reference and shall in no way affect the construction of this Agreement. The headings are not intended to limit or define the meaning of any provision of this Agreement. Any exhibits to this Agreement are fully incorporated in the text of this Agreement.

(b) IT IS HEREBY EXPRESSLY AGREED BY THE PARTIES THAT TIME IS "OF THE ESSENCE" WITH RESPECT TO THE CLOSING OF THIS AGREEMENT AND THE CLOSING DATE.

(c) This Agreement shall be governed by the law of the State of Tennessee.

(d) Each party shall execute, acknowledge, and deliver, at or after the Closing date, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

(e) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the

invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

(f) This Agreement may be executed in counterparts, and transmitted by facsimile by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.

(g) The parties acknowledge that each party and its counsel have reviewed, commented on and approved this Agreement and any rule of construction otherwise requiring any ambiguities within this Agreement to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(h) In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday or holiday, such time period shall be deemed to be automatically extended to the next business day.

(i) This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER	**BUYER**
Pacific and Southern Company, Inc.	**Rutherford County**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its; _____
Date: _____	Date: _____

92483

EXHIBIT A

Legal Description of Property

Parcel # 091K-H-01300

EXHIBIT B

Personal Property

None