

This Instrument Prepared By:  
Thomas C. Scott  
Tune, Entekin & White  
21st Floor, First American Center  
Nashville, Tennessee 37238

BOOK 7306 PAGE 289

NONDISTURBANCE AGREEMENT

THIS Nondisturbance Agreement made and entered into, effective the 15th day of July, 1986, by and between JAMES D. NIEDERGESES, Bishop of the Diocese of Nashville, his successors and assigns, (hereinafter referred to as "Lessor"), and ST. HENRY'S PROPERTY DEVELOPMENT, INC., (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease dated effective July 15, 1986, as recorded in Book 6922, Page 282, Register's Office for Davidson County, Tennessee (the "Ground Lease");

WHEREAS, pursuant to Tennessee Code Annotated § 67-27-101, et seq., the Lessee has filed that certain Master Deed for The Cloister at St. Henry, Phase ID, of record in Book 6933, Page 927, Register's Office for Davidson County, Tennessee (the "Master Deed"), whereby the Lessee, as developer, has created that certain condominium regime covering the real property leased under and pursuant to the Ground Lease (the "Property");

WHEREAS, hereafter Lessee will convey the condominium apartment units (the "Units") created under said condominium regime by a sublease and conveyance of each of said Units:

WHEREAS, Lessor desires to assure the Lessee and all future Unit owners who will also be sublessees of the Property that the Lessor will not terminate the Ground Lease and further will not disturb the possession and subleases of the Unit owners;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. As of the date hereof, the Lessee is in full and complete compliance with all the terms, conditions and covenants of the Ground Lease and the Ground Lease is in full force and effect.
2. Lessor agrees not to terminate the term of the Ground Lease prior to its expiration on July 15, 2045. Lessor further agrees that during the term of the Ground Lease, Lessor shall take no action to disturb the possession of any Unit owner.

3. Lessor and Lessee agree that they will not amend or modify the terms and conditions of the Ground Lease to give Lessor the right and remedy of termination of the Ground Lease in the event of Lessee's default.

4. Nothing contained herein shall be deemed to limit or modify any other remedy of the Lessor for Lessee's default under and pursuant to the terms and conditions of the Ground Lease.

5. The agreements contained herein by Lessor and Lessee may be relied upon by all future Unit owners and all persons or entities which hold deeds of trust encumbering said Units and all providers of title insurance insuring such Unit owners' leasehold interests or such deeds of trust holders' mortgage interests.

IN WITNESS WHEREOF, the parties have executed this Nondisturbance Agreement as of the year and date first above written.

LESSOR:

James D. Niedergees  
JAMES D. NIEDERGESES,  
Bishop of the Roman Catholic Diocese  
of Nashville

LESSEE:

ST. HENRY'S PROPERTY DEVELOPMENT, INC.

By: Harry Baird  
Harry Baird, President

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Harry Baird, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of ST. HENRY'S PROPERTY DEVELOPMENT, INC., the within named bargainor, a corporation, and who acknowledged that he as such Authorized Signatory executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 3 day of April, 1987.

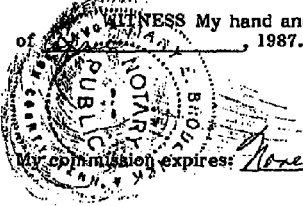
Mary E. Frederick  
NOTARY PUBLIC

My commission expires: November 1, 1987

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JAMES D. NIEDERGESES, Bishop of the Roman Catholic Diocese of Nashville, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the within named bargainer, executed the foregoing instrument for the purposes therein contained.

WITNESS My hand and official seal at Nashville, Tennessee, on this the 3 day of July, 1987.



*Mary E. Broderick*  
NOTARY PUBLIC

My commission expires: November 1, 1987

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IDENTITY REFERENCE

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FELIX Z. WILSON II REGISTER  
DAVIDSON COUNTY, TN

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