

FIRST AMENDMENT  
TO  
SETTLEMENT AGREEMENT

Whistle Stop Farms, LLC, a Tennessee limited liability company (the “Developer”), and the Town of Thompson’s Station (the “Town”) (collectively, the “Parties”) entered into that certain Settlement Agreement as of November 9, 2018 (the “Settlement Agreement”). The Parties desire to amend a certain provision of the Settlement Agreement by this First Amendment to the Settlement Agreement (the “First Amendment”), which is made and entered into by the Parties as of the \_\_ day of September, 2019.

WITNESSETH:

WHEREAS, Developer and Town are parties to the Settlement Agreement; and

WHEREAS, Developer and Town both desire to amend the Settlement Agreement pursuant to the terms of this First Amendment, as set forth herein.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Town agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth verbatim.
2. Terms. Capitalized terms used herein and not otherwise defined will have the meanings given to such terms in the Settlement Agreement.
3. Amendment of Section 2.4(b). Based on the approval, recommendation and requirements of HB&TS, the location of the utility lines to be installed by Developer referenced in the first sentence of Section 2.4(b) of the Settlement Agreement is hereby amended to provide that the Developer may install the utility lines necessary to serve the Project within the frontage of Sarah Benson Park, the Thompson’s Station Road West right-of-way and/or the School Street right-of-way.
4. Authority of Mayor to Execute. The Mayor of the Town shall have the authority to execute this First Amendment on the Town’s behalf upon the First Amendment’s approval by the Town’s Board of Mayor and Aldermen.
5. Conflicts. Except as amended by this First Amendment, the Settlement Agreement remains in full force and effect. If there is any conflict between the provisions of this First Amendment and the Settlement Agreement, the terms of this First Amendment control.
6. Counterpart Execution. This First Amendment may be executed in any number of counterparts or counterpart signature pages (by facsimile or electronic transmission or otherwise), each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

**TOWN OF THOMPSON'S STATION**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WHISTLE STOP FARMS, LLC, a Tennessee  
limited liability company**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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