QUITCLAIM DEED

Address of New Owner(s):

THE LIQUOR STORE, LLC
236 Largo Dr (a/k/a 369 Harding Pl)
Nashville, TN 37211

Send Tax Bills To:

TRISTAR VENTURES, LLC
[see deed that follows herewith]
236 Largo Dr (a/k/a 369 Harding Pl)
Nashville, TN 37211

Map-Parcel:

134-13-184
5DU-11282

FOR AND IN CONSIDERATION OF one dollar ($1.00)----------

cash in hand paid and/or other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and for the express purpose of vesting title in the successor entity,

Moran & Gregory, a partnership (a Tennessee Partnership consisting of J. Kendall Gregory and John C. Moran),

the Grantor, by these presents do hereby quitclaim and convey all our right, title and interest unto

THE LIQUOR STORE, LLC

Davidson County DEEDQC
Recvd: 01/03/02 12:49 4pgs
Fees:22.00 Taxes:0.00
20020103-0001054

the Grantee, grantee's successors and/or assigns, the following described tract or parcel of land located in DAVIDSON County, Tennessee, and described as follows:

Land in Davidson County, Tennessee, and being **Lot No. 266,** on the plan of **Kenilworth Estates, Sec. 4,** as of record at **Plat Book 3300, pages 34, 35, & 36,** in the Register's Office for said County, to which plan reference is hereby made and the same incorporated herein for a complete description of said lot.

Being all the same property conveyed to Moran & Gregory, a partnership by deed from David H. Parker, et al, as of record at Book 5193, page 183, said Register's Office, and the above description is the same as appears therein.

Moran & Gregory was a partnership consisting of J. Kendall Gregory and John C. Moran as the only partners (see Deed of Trust at Book 5193, page 185, said Register's Office). The said John C. Moran died on April 1, 1997 (see Probate No. 97P-163, Probate Court Clerk's Office for Davidson County, Tennessee). The said J. Kendall Gregory purchased the partnership interest of the said John C. Moran from the Estate of John C. Moran, Rachel L. Moran, Executrix, on May 20, 1997 (see Assignment of General Partnership Interest attached here as Exhibit "A"), with funds for the purchase of the same clearned into the account of the Estate of John C. Moran on May 23, 1997. Although this partnership was dissolved by operation of the law at the death of the said John C. Moran on April 1, 1997, the said J. Kendall Gregory continued to operate the business of the partnership, and on May 11, 1998, Articles of Organization, Limited Liability Company, was granted by the State of Tennessee, under Articles of Conversion from Moran & Gregory Partnership to THE LIQUOR STORE, LLC, as of record at Book 10926, page 477, said Register's Office, thus creating, by operation of the law, the said Limited Liability Company, as if being originally created, known as THE LIQUOR STORE, LLC, the grantee herein.

This is (~~unimproved~~) (improved) property known as: 236 Largo Dr (a/k/a 369 Harding Pl)
Nashville, TN 37211

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

IN WITNESS WHEREOF we have hereunto set out hands effective this 20th day of MAY, 1997, ~~20~~====

Moran & Gregory, a partnership

By: J. Kendall Gregory
J. Kendall Gregory, sole surviving partner

THE LIQUOR STORE, LLC
["Successor" Entity]

By: J. Kendall Gregory
J. Kendall Gregory, Chief Manager

STATE OF TENNESSEE :
COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, personally appeared

J. Kendall Gregory

with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him self to be the sole surviving partner of Moran & Gregory, a partnership (a Tennessee general partnership) the within named bargainor, a a partnership, and that he, as such sole surviving partner being authorized so to do, executed this Quitclaim Deed for the purposes therein contained, by signing the name of said J. Kendall Gregory, by him self as such sole surviving partner. WITNESS my hand and official seal at Nashville, Tennessee this 3rd day of January, 20 02

My Commission Expires: 10-25-2003

Notary Public

STATE OF TENNESSEE :
COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, personally appeared

J. Kendall Gregory

with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him self to be the Chief Manager of THE LIQUOR STORE, LLC, a Tennessee limited liability company, the within named bargainor, a limited liability company and that he, as such Chief Manager, being authorized so to do, executed this Quitclaim Deed for the purposes therein contained, by signing the name of said J. Kendall Gregory, by him self as such Chief Manager. WITNESS my hand and official seal at Nashville, Tennessee this 3rd day of January, 20 02
to confirm the transaction herein completed.

My Commission Expires: 10-25-2003

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON :

The actual value or consideration, whichever is greater, for this transfer is $ -0-

Affiant J. Kendall Gregory

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF January, 20 02

My Commission Expires: 10-25-2003

Notary Public

This Instrument Prepared By:
Marbut Glenn Gaston, Jr., Attorney at Law, 2211 Crestmoor Rd.
Nashville, TN 37215 / (615) 385-2804 / TN SupCt #003143

mggjr:2-Party:QCD

ASSIGNMENT OF GENERAL PARTNERSHIP INTEREST

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Estate of John C. Moran (the "Assignor") does hereby sell, assign, transfer, convey and set over unto J. Kendall Gregory (the "Assignee") and to Assignee's successors and assigns, all of Assignor's right, title and interest as a general partner (the "Partnership Interest") in Moran & Gregory (the "Partnership"), a Tennessee general partnership pursuant to that certain Partnership Agreement dated February 1, 1977, by and between Assignor and Assignee (the "Partnership Agreement").

TO HAVE AND TO HOLD the Partnership Interest to the Assignee, Assignee's successors and assigns, forever.

Assignor warrants and represents to Assignee the following:

1. The Partnership Interest is unencumbered and Assignor has a good right to assign and transfer the Partnership Interest;

2. The transactions contemplated herein do not violate any agreement to which Assignor is a party or any judicial or administrative order or governmental law or regulation and to Assignor's knowledge does not require the consent of any third party that has not been obtained; and

3. Assignor is the sole legal and equitable owner of the Partnership Interest.

Assignor and Assignee hereby acknowledge that the effect of this Assignment is to dissolve the Partnership.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of General Partnership Interest on this 20th day of May, 1997.

Estate of John C. Moran 97PG13

By: Ingrid K. Moran

Title: Executrix

J. Kendall Gregory 5/20/97

Exhibit "A" to Quitclaim Deed: Moran & Gregory to THE LIQUOR STORE, LLC, page 1 of 2

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Personally appeared before me, CAROL ANN BANKS, a Notary Public for the State and County aforesaid, Rachel E. Moran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the EXECUTRIX of the Estate of John C. Moran, and is authorized by said estate to execute this instrument on its behalf.

Witness my hand, at office, this 24 day of APRIL, 1997.

Carol Ann Banks
Notary Public

My commission expires:

MY COMMISSION EXPIRES SEPTEMBER 4, 2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Richard S. Warner, a Notary Public for the State and County aforesaid, J. Kendall Gregory, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 20th day of May, 1997.

Richard S. Warner
Notary Public

My commission expires:
11/22/97