RETURN TO:
PREMIER ESCROW, LLC
4301 HILLSBORO ROAD, STE 300
NASHVILLE, TN 37215

BOX 10-A

Davidson County DEEDWARR
Recvd: 11/06/07 13:54 11 pg
Fees:58.00 Taxes:4761.90
20071106-0131165

SPECIAL WARRANTY DEED

FROM: Lisa T. Wheeler, individually; Lisa T. Wheeler, as Trustee of the Jesse L. Talley 2001 Trust; and Lisa T, Wheeler, as Executrix of the Estate of M. Carl Talley, also known as Melvin Carl Talley, deceased, Grantors

TO: Check Holdings, LLC, a Tennessee limited liability company, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner:	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes:	Map-Parcel Numbers:
Check Holdings, LLC 884 Van Leer Drive Nashville, TN 37220	Same as New Owner	Map 118-06 Parcels 160 and 173

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million Two Hundred Eighty Seven Thousand and No/100 Dollars ($1,287,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 5th day of November, 2007.

Notary Public

My Commission Expires: _____

KEVIN D. MONTGOMERY
NOTARY PUBLIC
Exp. 11/24/07
DAVIDSON COUNTY, TENNESSEE

Notary Seal present, but could not be reproduced.

01507N:070087:753421:5:NASHVILLE

Bill Garrett
Davidson County Register of Deeds

FOR AND IN CONSIDERATION OF the sum of One Million Two Hundred Eighty Seven Thousand and No/100 Dollars ($1,287,000.00), the receipt and sufficiency of which are hereby acknowledged, the following person in the following capacities (each a "Grantor" and collectively, "Grantors"): (i) Lisa T. Wheeler, individually, as to the undivided interest in a portion of Tract II that was conveyed to her by deed recorded as Instrument No. 20020502 – 0054433 in the Register's Office of Davidson County, Tennessee (the "Wheeler Interest"); (ii) Lisa T. Wheeler, as Trustee of the Jesse L. Talley 2001 Trust, as to the undivided interest in a portion of Tract II that was conveyed to her in her capacity as such Trustee, by deed recorded as Instrument No. 20020502 – 0054433 in said Register's Office (the "Trust Interest"); and (iii) Lisa T. Wheeler, as Executrix of the Estate of M. Carl Talley, also known as Melvin Carl Talley, deceased, as to Tract I and the entire remaining undivided interest in Tract II (the "Talley Interest"), have bargained and sold, and by these presents do transfer and convey unto Check Holdings, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, two certain tracts of land in Davidson County, State of Tennessee, more particularly described as follows (the "Property"):

Tract I:

Lot 3 on the Plan of Melrose Shopping Center, as shown on the Plat recorded in Plat Book 7900, page 657, in the Register's Office of Davidson County, Tennessee, to which Plat reference is here made for a complete description.

Being part of the property conveyed to William D. Cates, as to a 9 ½% interest, James W. Cates, Jr., as to a 9 ½% interest, Margaret Cates, as to a 12% interest, and M. Carl Talley, as to a 69% interest, as tenants in common, by deed dated January 31, 1994, from Land Trust Corp., a Tennessee corporation, recorded in Book 9237, page 369, in the Register's Office of Davidson County, Tennessee; the interest of William D. Cates, as to a 9 ½% interest, James W. Cates, Jr., as to a 9 ½% interest, and Margaret Cates, as to a 12% interest, (totaling 31% interest) having been conveyed to M. Carl Talley by deed dated May 1, 2002, recorded as Instrument No. 20020502-0054432 in said Register's Office.

Tract II:

Lot 1 on the Final plat of the Talley Property Subdivision, as shown on the Plat recorded as Instrument No. 20071016-0122851 in the Register's Office of Davidson County, Tennessee, to which Plat reference is here made for a complete description.

Being part of the property conveyed to Richard T. Wilson, Trustee for R. M. Wilson, by deed from Florence N. Carson and husband, D. B. Carson, recorded in Book 805, page 520, in the Register's Office of Davidson County, Tennessee; said premises having then been devised to R. T. Wilson and Third National Bank in Nashville, as Trustees under the Will of R. Morris Wilson, by Will recorded in Will Book 55, page 118, in the Probate Court Clerk's Office of Davidson County, Tennessee, as construed by decrees recorded in Minute Book 144, page 142, Minute Book 145, page 403, Minute Book 169, page 141, and Minute Book 177, page 88, in the Office of the Clerk and Master's Office of said County, in the case of Third National Bank in Nashville, Executor, et cetera, vs. Elizabeth Wilson Cates Scribner, et al., Rule No. 53592. Under the terms of said Will, the Trust terminated at the death of Elizabeth Wilson Scribner, and title vested in Mary Elizabeth Talley (a 50% undivided interest), and James W. Cates, Sr. (a 50% undivided interest). Mary Elizabeth Cates Talley and James W. Cates, Sr. have since died. The Will of Mary Elizabeth Cates Talley filed with the Davidson County Probate Court Clerk's Office in Will Book 157, page 771, devised her 50% undivided interest in said property to Melvin Carl Talley. The Will of James W. Cates, Sr. filed with the Wilson County Probate Court Clerk's Office in Will Book UU, page 283, appoints Third National Bank in Nashville as Trustee under Revocable Trust Agreement dated October 8, 1986. Third National Bank in Nashville, Trustee, has conveyed its interest in the subject property to William D. Cates, as to a 9 ½% undivided interest, by deed recorded in Book 8840, page 148, Margaret Cates, as to a 12% undivided interest, by deed recorded in Book 8840, page 154, James W. Cates, Jr., as to a 9 1/2% interest, by deed recorded in Book 8840, page 160, and Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each, by deed recorded in Book 8546, page 274, all in said Register's Office. The interest of Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each, was further conveyed to M. Carl Talley by deed recorded in Book 8546, page 280, and the interest of William D. Cates, as to a 9 ½% undivided interest, Margaret Cates, as to a 12% undivided interest, and James W. Cates, Jr., as to a 9 ½% undivided interest, was further conveyed to M. Carl Talley, as to a 11/31 undivided interest, Lisa T. Wheeler, as to a 10/31 undivided interest and Lisa T. Wheeler, as Trustee of the Jesse L. Talley 2001 Trust, as to a 10/31 undivided interest, by deed recorded as Instrument No. 20020502-0054433, both in said Register's Office.

Also being part of the property conveyed to Third National Bank in Nashville, Trustee of the Wilson Estate, by deed from A. Baffle Rodes, Trustee of the Tennessee Central Railway Company, recorded in Book 4227, page 387, as corrected in Book 4487, page 340, in said Register's Office; and also being part of the property conveyed to James W. Cates, Sr. under the Will of R. Morris Wilson, recorded Will Book 55, page 118, in the Probate Court Clerk's Office of Davidson County, Tennessee, as construed by decrees recorded in Minute Book 144, page 142, Minute Book 145, page 403, Minute Book 169, page 141, and Minute Book 177, page 88, in the Office of the Clerk and Master's Office of said

County, in the case of Third National Bank in Nashville, Executor, et cetera, vs. Elizabeth Wilson Cates Scribner, et al., Rule No. 53592. Under the terms of said Will, the Trust terminated at the death of Elizabeth Wilson Scribner, and title vested in Mary Elizabeth Talley (a 50% undivided interest), and James W. Cates, Sr. (a 50% undivided interest). Mary Elizabeth Cates Talley and James W. Cates, Sr. have since died. The Will of Mary Elizabeth Cates Talley filed with the Davidson County Probate Court Clerk's Office in Will Book 157, page 771, devised her 50% undivided interest in said property to Melvin Carl Talley. The Will of James W. Cates, Sr. filed with the Wilson County Probate Court Clerk's Office in Will Book UU, page 283, appoints Third National Bank in Nashville as Trustee under Revocable Trust Agreement dated October 8, 1986. Third National Bank in Nashville, Trustee, has conveyed its interest in the subject property to William D. Cates, as to a 9 ½% undivided interest, by deed recorded in Book 8840, page 148, Margaret Cates, as to a 12% undivided interest, by deed recorded in Book 8840, page 154, James W. Cates, Jr., as to a 9 1/2% interest, by deed recorded in Book 8840, page 160, and Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each, by deed recorded in Book 8546, page 274, all in said Register's Office. The interest of Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each, was further conveyed to M. Carl Talley by deed recorded in Book 8546, page 280, and the interest of William D. Cates, as to a 9 ½% undivided interest, Margaret Cates, as to a 12% undivided interest and James W. Cates, Jr., as to a 9 ½% interest was further conveyed to M. Carl Talley, by deed recorded as Instrument No. 20020502-0054432, both in said Register's Office

Also being part of the property conveyed to Richard T. Wilson, Trustee for Robert Morris Wilson, by deed from J. Vaulx Cowan and wife, Marion T. Cowan, recorded in Book 913, page 75, in the Register's Office of Davidson County, Tennessee; and being part of the property conveyed to James W. Cates, Sr. under the Will of R. Morris Wilson, recorded Will Book 55, page 118, in the Probate Court Clerk's Office of Davidson County, Tennessee, as construed by decrees recorded in Minute Book 144, page 142, Minute Book 145, page 403, Minute Book 169, page 141, and Minute Book 177, page 88, in the Office of the Clerk and Master's Office of said County, in the case of Third National Bank in Nashville, Executor, et cetera, vs. Elizabeth Wilson Cates Scribner, et al., Rule No. 53592. Under the terms of said Will, the Trust terminated at the death of Elizabeth Wilson Scribner, and title vested in Mary Elizabeth Talley (a 50% undivided interest), and James W. Cates, Sr. (a 50% undivided interest). Mary Elizabeth Cates Talley and James W. Cates, Sr. have since died. The Will of Mary Elizabeth Cates Talley filed with the Davidson County Probate Court Clerk's Office in Will Book 157, page 771, devised her 50% undivided interest in said property to Melvin Carl Talley. The Will of James W. Cates, Sr. filed with the Wilson County Probate Court Clerk's Office in Will Book UU, page 283, appoints Third National Bank in Nashville as Trustee under Revocable Trust Agreement dated October 8, 1986. Third National Bank in Nashville, Trustee, has conveyed its interest in the subject property to William D. Cates, as to a 9 ½%

undivided interest, by deed recorded in Book 8840, page 148, Margaret Cates, as to a 12% undivided interest, by deed recorded in Book 8840, page 154, James W. Cates, Jr., as to a 9 1/2% interest, by deed recorded in Book 8840, page 160, and Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each, by deed recorded in Book 8546, page 274, all in said Register's Office. The interest of Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each, was further conveyed to M. Carl Talley by deed recorded in Book 8546, page 280, in said Registers' Office. The interest of Michael A. Cates and Christopher T. Cates, as to a 9 ½% interest each was further conveyed to M. Carl Talley, by deed recorded in Book 8546, page 280, and the interest of William D. Cates, as to a 9 ½% undivided interest, Margaret Cates, as to a 12% undivided interest and James W. Cates, Jr., as to a 9 ½% interest was further conveyed to M. Carl Talley, by deed recorded as Instrument No. 20020502-0054432, both in said Register's Office.

The Property is unimproved property located on Gale Lane in Nashville, Tennessee.

This conveyance is expressly made subject to the following matters:

1. The liens for 2007 state and county taxes which have been prorated and will be paid by Grantors.

2. Drainage, Detention, Access Road and Sign Agreement recorded in Book 9237, page 382, In the Register's Office of Davidson County, Tennessee (Tract I only).

3. Site Development Agreement recorded in Book 9237, page 425, in said Register's Office (Tract I only).

4. Terms and provisions of Lease referenced in Second Amendment to Ground Lease Agreement, dated 01-31-94, from William O. Caws, James W. Cates, Jr., Margaret Cates and M. Carl Talley, as Landlords and Land Trust Corp., a Tennessee corporation, as Tenant, recorded in Book 9237, page 372, in said Register's Office (Tract I only).

5. Reciprocal Easement Agreement recorded in Book 9237, page 452, in said Register's Office (Tract I only).

6. Reserve Easement and Restrictions Agreement recorded in Book 9237, page 495, in said Register's Office (Tract I only).

7. Declaration of Restrictive Covenants recorded in Book 10184, page 201, in said Register's Office (Tract I only).

8. All matters shown on Plat recorded in Book 7900, page 657, in said Register's Office (Tract I only).

9. Condemnation for right-of-way and easement recorded in Book 4609, page 799, in said Register's Office (Tract II only).

10. Easement granted to Tennessee Electric Power Company recorded in Book 1072, page 62, in said Register's Office (Tract II only).

11. Easement for the flow of the waters of the Brown's Creek and the rights of the public therein (Tract II only).

12. Rights of upper and lower riparian owners to the flow of the water of Brown's Creek, free from diminution or pollution (Tract II only).

13. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of Brown's Creek (Tract II only).

14. Lack of direct access to and from controlled access highway.

15. All matters shown on Plat recorded as Instrument No. 20071016-0122851 in said Register's Office.

16. All matters shown on the surveys dated (i) May 8, 2007 (Reference No. 04379ALT BB), and (ii) May 16, 2007 (Reference No. 04136ALT BB), each as last revised, prepared by R. Scot Cherry, Tennessee Registered Land Surveyor No. 1512, of Cherry Land Surveying, Inc.

This conveyance is further conditioned upon and made subject to the following restrictive covenants which are imposed upon the Property by Grantors and accepted by Grantee as additional consideration to Grantors for the conveyance of the Property to Grantee. As a material inducement for and condition upon such conveyance, Grantee (i) acknowledges that Grantors and/or certain entities in which Grantors have or had an ownership interest ("Grantor Parties") have entered into various leases that grant exclusive uses to the tenants thereunder, and/or prohibit certain uses of property (including the Property) owned by one or more Grantor Parties, (ii) has agreed that Grantor may encumber the Property with the following restrictive covenants for the benefit of certain properties owned by one or more of Grantors. Accordingly, the Property is conveyed by Grantors subject to all of the following restrictive covenants which shall last for a

period of fifty (50) years, unless a shorter or longer period of time is applicable under the provisions set forth below in Restrictive Covenants 2, 3, 4 or 5:

1. The Property shall not be used (i) in any manner that would be detrimental to or inconsistent with the present or future use of the adjoining shopping center including, without limitation, any use that would constitute a nuisance; (ii) for any use or purpose deemed disreputable or extra hazardous; (iii) as a bowling alley, disco, night club, bingo parlor, lounge, bar, game room, billiard parlor, car wash, movie house or theatre; (iv) as a massage parlor, health club or "spa" (or the like); (v) as a grocery store; (vi) for the sale of alcoholic beverages for off premises consumption; (vii) for the sale, rental or repair of any new or used vehicle, or (viii) for adult entertainment including, without limitation, (a) the sale, rental or viewing of adult or pornographic literature, material, or films, (b) the viewing of live and/or filmed pornographic activities, (c) the sale, viewing or rental of printed pornographic materials of any sort, (d) the sale, rental or viewing of movies or video cassettes or other pornographic materials depicting "unnatural" sex, sodomy, oral sex, anal sex, multi-partner (more than two (2) partners of the same or opposite sex), or (e) the display of any such films, video cassettes or other material.

2. For as long as Hook-SuperX, Inc., a Delaware corporation, or its successors in interest or assigns, lease space under a Lease Agreement dated March 9, 1988, with one of Grantor's affiliate or predecessor in interest, C & T Investments/Gale Parcel #1, a Tennessee general partnership, or their respective heirs successors in interest or assigns, including all renewals and extensions of such Lease Agreement, the Property shall not be used as a drug store or a store with a pharmacy department requiring the services of a registered pharmacist.

3. For as long as The Krystal Company, a Tennessee corporation, or its successors in interest or assigns, lease space under a Lease Agreement dated June 10, 1958 (as amended), with any Grantor's predecessors in interest, Third National Bank in Nashville, Elizabeth Wilson Cates Scribner, Mary Elizabeth Cates Talley and James Wilson Cates, or their respective heirs, successors in interest or assigns, including all renewals and extensions of such Lease Agreement, the Property shall not be used as a restaurant business or restaurant with curb service or drive through service typical of a Krystal restaurant.

4. For as long as The Video Place (presently Movie Gallery), or its successors in interest or assigns, lease space under a Lease Agreement dated January 1, 1989, (as amended), with any Grantor's affiliate or predecessors in interest, C & T Investments, or their respective heirs, successors in interest or assigns, including all renewals and extensions of such Lease Agreement, the

Property shall not be used as for sale or rental of videos of any kind or type including, without limitation, movies.

5. For as long as any of the following restrictive covenant and restrictions remains in effect, the Property shall not be used in any manner that would violate any restrictive covenant or other restriction or limitation on use contained in any document that restricts the Property and is presently recorded in the Register's Office of Davidson County, Tennessee.

By accepting delivery of this deed, Grantee agrees to be bound by the foregoing restrictions for the applicable period of time set forth above.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

Each Grantor covenants and binds such Grantor and such Grantor's respective heirs, successors and assigns, to warrant and forever defend such Grantor's respective interest in the title to the Property, namely, the Wheeler Interest, the Trust Interest and the Talley Interest, as applicable, unto Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under such Grantor (other than claims arising from the matters set forth above, but not further or otherwise. This conveyance is expressly made subject to the matters set forth above. No covenants or warranties made by a Grantor as set forth herein is or shall be construed to have been made with respect to or apply to any other Grantor's interest in the Property.

Grantee joins in the execution of this deed to evidence its agreement to take title to the Property subject to the Restrictive Covenants and other terms and conditions set forth herein.

Witness our hands this 5th day of November, 2007.

Lisa T. Wheeler, individually

Lisa T. Wheeler, as Trustee of the
Jesse L. Talley 2001 Trust

Lisa T. Wheeler, as Executrix of the
Estate of M.Carl Talley, also known as
Melvin Carl Talley, deceased

CHECK HOLDINGS, LLC,
a Tennessee limited liability company

By: _____
Title: SECRETARY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Deborah A. Hughes, a Notary Public of said County and State, Lisa T. Wheeler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 5th day of November, 2007.

DEBORAH A. HUGHES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Deborah A. Hughes
Notary Public

My Commission Expires: 5/2/2011
My Commission Expires MAY 2, 2011

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Deborah A. Hughes, a Notary Public of said County and State, Lisa T. Wheeler, as Trustee of the Jesse L. Talley 2001 Trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 5th day of November, 2007.

DEBORAH A. HUGHES STATE OF TENNESSEE NOTARY PUBLIC

Deborah A. Hughes
Notary Public

My Commission Expires: 5/2/2011

Notary Seal present,
but could not be reproduced.

Bill Garrett
Davidson County Register of Deeds

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Deborah A. Hughes, a Notary Public of said County and State, Lisa Talley Wheeler, as Executrix of the Estate of M. Carl Talley, also known as Melvin Carl Talley, deceased, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 5th day of November, 2007.

DEBORAH A. HUGHES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 2, 2011

Deborah A. Hughes
Notary Public

My Commission Expires: 5/2/2011

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Kevin D. Montgomery, a Notary Public of said County and State, personally appeared Bryan Church, 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 Secretary (or other officer authorized to execute the instrument) of CHECK HOLDINGS, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Secretary.

Witness my hand and seal, at Office in Nashville, Tennessee, this 6th day of November, 2007.

KEVIN D. MONTGOMERY NOTARY Exp. 11/24/07 DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: