THIS INSTRUMENT PREPARED BY:
John B. Waters III
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, N.W.
Suite S-700
Knoxville, Tennessee 37919

OWNER/RESPONSIBLE TAXPAYER:

White Bridge Partners, LLC
415 Ryder Lane
Morristown, TN 37813

CLT #103-15-48

BILL GARRETT, Davidson County
Trans:T20120051112 DEEDWARR
Recvd: 07/11/12 16:01 5 pgs
Fees:28.00 Taxes:6845.00
20120711-0061008

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,850,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 10th day of July, 2012.

Notary Public

KATRINA E. VARGAS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My commission expires: 09/01/2013

WARRANTY DEED

THIS INDENTURE, made as of the 11th day of July, 2012, between **MICHAEL D. CHASE and wife DONNA O. CHASE**, husband and wife and residents of the State of Tennessee (collectively herein "Grantor"), and **WHITE BRIDGE PARTNERS, LLC**, a Tennessee limited liability company (herein "Grantee").

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit:

SITUATED in the 24th Councilmanic District of Davidson County, Tennessee, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

TO HAVE AND TO HOLD the said Premises to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its representatives, successors and assigns, does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the Premises, has full power, authority and right to convey the same; that such

Premises are free from all encumbrances except: (i) exceptions, encumbrances, restrictions, easements or qualifications shown on a recorded plat or that would be disclosed by a current American Land Title Association ("ALTA") survey of the Premises; (ii) zoning, restrictions, prohibitions or other requirements imposed by governmental authority; (iii) real estate taxes and assessments upon the Premises for 2012 and subsequent years; (iv) the exceptions noted on Exhibit "B" attached hereto; and that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

The record owner of the Premises is currently Michael D. Chase, and Donna O. Chase hereby joins in this conveyance as Grantor to solely to quitclaim and convey unto Grantee any and all interest that she may have in the Premises as the spouse of Michael D. Chase, and Donna O. Chase hereby disclaims any and all warranties of title set forth in this Warranty Deed with respect to her quitclaim and conveyance unto Grantee of any and all interest that she may have in the Premises as the spouse of Michael D. Chase.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the date first above written.

MICHAEL D. CHASE

STATE OF TENNESSEE
COUNTY OF Knox

Personally appeared before me, the undersigned Notary of said State and County, MICHAEL D. CHASE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Knoxville, TN, this 10TH day of July, 2012.

Notary Public

KATRINA E. VARGAS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission Expires: 09/01/2013

575278v1

DONNA O. CHASE

STATE OF TENNESSEE
COUNTY OF Knox

Personally appeared before me, the undersigned Notary of said State and County, DONNA O. CHASE, the within named bargainor, 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 Knoxville, TN, this 10th day of July, 2012.

Notary Public

My Commission Expires: 09/01/2013

KATRINA E. VARGAS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

JBW\McGuffin Partners/Warranty Deed – White Bridge Partners

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EXHIBIT A
Property Description

SITUATED in the 24th Councilmanic District of Davidson County, Tennessee, and being located northwesterly of the State Route 155 (White Bridge Road) and Post Place intersection and being all of the Copper Cellar Corporation Property recorded in Deed Book 7178, page 441, in the Register's Office of of Davidson County, Tennessee, said property being all of Lot 4 of Lions Head Village as recorded in Plat Book 5210, page 200, in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a new iron pin monument in the northerly right-of-way of State Route 155 (White Bridge Road), said monument being a southeasterly corner common to Lot 1 of Lions Head Village West, Section Two, as recorded in Plat Book 5190, page 445, in the Register's Office of Davidson County, Tennessee; thence leaving said northerly right-of-way of State Route 155 (White Bridge Road) and continuing along with the easterly line of Lot 1 of Lions Head Village West, Section Two, North 11 deg. 35 min. 00 sec. East, a distance of 245.00 feet to a new iron pin monument, said monument being a southwesterly corner common to Lot 5 of Lions Head Village as recorded in Plat Book 5210, page 200, in the Register's Office of Davidson County, Tennessee; thence leaving said easterly line of Lot 1 of Lions Head Village West, Section Two and continuing along the southerly line of Lot 5 of Lions Head Village as recorded in Plat Book 5210, page 200, in the Register's Office of Davidson County, Tennessee, South 80 deg. 07 min. 32 sec. East, a distance of 249.66 feet to a new iron pin monument, said monument being a southerly corner common to Lot 1 of Lions Head Village as recorded in Plat Book 5210, page 200, in the Register's Office of Davidson County, Tennessee; thence continuing along with the southerly corners common to Lot 1 of Lions Head Village, the following three calls: South 09 deg. 52 min. 28 sec. West, a distance of 165.00 feet to a new iron pin monument; thence South 35 deg. 54 min. 55 sec. West, a distance of 144.59 feet to a new iron pin monument; thence South 80 deg. 54 min. 55 sec. West, a distance of 56.57 feet to a new iron pin monument, said monument being a point in the northerly right-of-way of State Route 155 (White Bridge Road); thence leaving said southwesterly corner of Lot 1 of Lions Head Village and continuing along with the northerly right-of-way of State Route 155 (White Bridge Road), North 54 deg. 05 min. 05 sec. West, a distance of 155.80 feet to a new iron pin monument, which is the point of BEGINNING, having an area of 69,042 square feet, 1.58 acres, more or less.

The foregoing description was prepared from the survey of Brian M. Reifschneider, RLS No. 2487, dated May 24, 2012. The Surveyor's address is Blue Ridge Surveying, Inc., 231 Witherspoon Avenue, Gallatin, TN.

BEING the same property conveyed to Copper Cellar Corporation, a Tennessee corporation, for a term of twenty (20) years commencing on March 24, 1987, and ending on March 23, 2007, and Michael D. Chase, a remainder in fee simple absolute, by Warranty Deed from General Mills Restaurant Group, Inc., dated March 18, 1987, and recorded in Book 7178, page 441, in the Davidson County Register's Office.

TOGETHER WITH the easements established by Declaration of Reciprocal Rights and Restrictions dated September 10, 1979, and recorded in Book 5496, page 199, as modified in Book 5711, page 321, as modified in Book 5711, page 332, as modified in Book 5711, page 343, as modified in Book 5711, page 354, as modified by the Resubdivision of Lots 1 and 2, Lions Head Village Plat recorded in Book 5210, page 242, all in the Davidson County Register's Office.

EXHIBIT B
Exceptions

1) Matters depicted or disclosed by map recorded in Book 5210, page 200, as revised in Book 5210, page 242, all in the Davidson County Register's Office.

2) Declaration of Reciprocal Rights and Restrictions dated September 10, 1979, and recorded in Book 5496, page 199, as modified in Book 5711, page 321, as modified in Book 5711, page 332, as modified in Book 5711, page 343, as modified in Book 5711, page 354, as modified by the Resubdivision of Lots 1 and 2, Lions Head Village Plat recorded in Book 5210, page 242, all in the Davidson County Register's Office. Said declaration includes an easement for a 66 inch storm sewer pipe across the southwest corner of the property granted to owners of all other parcels within the Lions Head Village Subdivision.

3) Easement for sewers of record in Book 3376, page 102, as amended by Exception to Easement of record in Book 9056, page 464, both in the Davidson County Register's Office.

4) Right-of-way Agreement to Gulf Interstate Gas Company of record in Book 2203, page 577, in the Davidson County Register's Office.

5) Agreement between General Mills Restaurant Group, Inc. and Columbia Gulf Transmission Company dated January 17, 1981, and recorded in Book 5702, page 334, in the Davidson County Register's Office.

6) Easement of record in Book 9056, page 464, in the Davidson County Register's Office.

7) Survey of Brian M. Reifschneider, RLS No. 2487, dated May 24, 2012, shows the following:

   a. building encroaches onto public utility easement and building setback line;
   b. asphalt parking area encroaches onto Lot 5;
   c. sanitary sewer line crosses the west and south parts of the property;
   d. 35 foot public utility easement over the south part of the property;
   e. storm sewers cross the south part of the property and the center of the property;
   f. 20 foot building setback line and public utility easement inside south line; 62 foot front setback line; 20 foot rear setback line;
   g. 20 foot public utility easement over the west part of the property;
   h. 12 foot gas main crosses the south part of the property.