Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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BY:

04/29/2016
103674987

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TAILGATE BEER, LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) NEVADA

Additional names of conveying parties attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: LIVE OAK BANKING COMPANY

Street Address: 1741 TIBURON DRIVE

City: WILMINGTON

State: NORTH CAROLINA

Country: USA Zip: 28403

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship NORTH CAROLINA
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) MARCH 31, 2016

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4296039, 4286513, 4280254, 4222472, 4298625

Additional sheet(s) attached? ☐ Yes ☑ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"TAILGATE BEER", "THE OFFICIAL BEER OF TAILGATING", "TAILGATE BEER" STYLIZED LETTERS, "THE OFFICIAL CRAFT BEER OF TAILGATING", "TAILGATE BEER" DESIGN

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: HYLIND SEARCH CO.

Internal Address: c/o TIM WALKER

Street Address: 245 W. CHASE STREET

City: BALTIMORE

State: MARYLAND Zip: 21201

Phone Number: 410-468-3333

Docket Number:

Email Address: tim@hylindsearch.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $140.00

☐ Authorized to be charged to deposit account
☒ Enclosed

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8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature — 4/22/16 Date

Tim Walker
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

04-27-2016
U.S. Patent & Trademark Mail Rcpt Dt. #11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

U.S. Small Business Administration

SECURITY AGREEMENT

SBA Loan #	83360150-05
SBA Loan Name	TAILGATE BEER, LLC
Debtor *(Exact full legal name of individual(s), corporation, LLC, partnership, or other organization)*	TailGate RE, LLC, TAILGATE BEER, LLC and TailGate Brewery, LLC
Borrower	TailGate RE, LLC, TAILGATE BEER, LLC and TailGate Brewery, LLC
Secured Party	LIVE OAK BANKING COMPANY
Date	March 31st, 2016
Note Amount	$5,000,000.00

1. DEFINITIONS.

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, ("UCC"). "SBA" means the Small Business Administration, an Agency of the U.S. Government.

2. GRANT OF SECURITY INTEREST.

For value received, the Debtor grants to the Secured Party a security interest in the property described below in paragraph 4 (the "Collateral").

3. OBLIGATIONS SECURED.

This Agreement secures the payment and performance of: (a) all obligations under a Note dated of even date, made by TailGate RE, LLC, TAILGATE BEER, LLC and TailGate Brewery, LLC, made payable to LIVE OAK BANKING COMPANY,

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in the amount of $5,000,000.00 ("Note"), including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Debtor in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

The Note and all other obligations secured hereby are collectively called the "Obligations."

4. COLLATERAL DESCRIPTION.

The Collateral in which this security interest is granted is all of the Debtor's property described below, and indicated by an "X" or other mark on the applicable line, now owned or hereafter acquired, together with all replacements, accessions, proceeds, and products.

- [X] a. Equipment
- [X] b. Fixtures
- [X] c. Inventory
- [X] d. Accounts
- [X] e. Instruments
- [X] f. Chattel paper
- [X] g. General intangibles
- [X] h. Documents
- [ ] i. Farm products
- [X] j. Deposit accounts
- [ ] k. Investment property

[ ] l. Titled motor vehicles, including mobile or manufactured homes (list make, model, and serial #):

_____

_____

[X] m. Other: Insert specific description of other forms of Collateral not included in categories a through k above (for example, specific commercial tort claim, letter-of-credit rights):

Including, but not limited to all property set forth in Exhibit "A" which includes those certain trademarks listed therein. The Collateral is located on the real property described in Exhibit "B" or wherever located.

5. RESTRICTIONS ON COLLATERAL TRANSFER.

Debtor will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Debtor's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Debtor may sell inventory in the ordinary course of business on customary terms. Debtor may collect and use amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication.

6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE.

Debtor must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Debtor hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Debtor must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on

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premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the replacement cost of that Collateral), and including such terms as Secured Party may require including a Lender's Loss Payable Clause in favor of Secured Party. Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments.

7. CHANGES TO DEBTOR'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.

Debtor must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving, changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Debtor will pay for the preparation and filing of all documents, Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

8. PERFECTION OF SECURITY INTEREST.

Debtor consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Debtor must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Debtor will pay the filing and recording costs of any documents relating to Secured Party's security interest. Debtor ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Debtor will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral.

9. DEFAULT.

Debtor is in default under this Agreement if: (a) Debtor fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Debtor makes any materially false representation, warranty or certification in, or in connection with, this Agreement, the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a "default" under the Obligations occurs. In the event of default and if Secured Party requests, Debtor must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Debtor or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Debtor waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

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10. FEDERAL RIGHTS.

When SBA is the holder of the Note, this Agreement will be construed and enforced under federal law, including SBA regulations. Secured Party or SBA may use state or local procedures for filing papers, recording documents, giving notice, enforcing security interests or liens, and for any other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Agreement, Debtor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

11. GOVERNING LAW.

Unless SBA is the holder of the Note, in which case federal law will govern, Debtor and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Debtor is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

12. SECURED PARTY RIGHTS.

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party's ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party's actions or inactions caused or in any way contributed to such loss or damage.

13. SEVERABILITY.

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

14. DEBTOR CERTIFICATIONS.

Debtor certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Debtor's name and not in the name of any other organization or individual; (c) Debtor has the legal authority to grant the security interest in the Collateral; (d) Debtor's ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; and (g) Debtor has read and understands the meaning and effect of all terms of this Agreement.

15. DEBTOR NAME(S) AND SIGNATURE(S).

By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Debtor under this Agreement.

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IN WITNESS WHEREOF, TailGate RE, LLC, TAILGATE BEER, LLC and TailGate Brewery, LLC has executed this Security Agreement this 31 day of March, 2016.

TailGate RE, LLC

By: _____ (L.S.)
Wesley Keegan, ~~Sole Member~~

TAILGATE BEER, LLC

By: _____ (L.S.)
Wesley Keegan, ~~Manager~~

TailGate Brewery, LLC

By: TAILGATE BEER, LLC, Sole Member

By: _____ (L.S.)
Wesley Keegan, Manager

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EXHIBIT "A"

1. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

   a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

   b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to this Loan.

   Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

   The Debtor shall pay all of the Secured Party's reasonable court costs incurred in any proceeding in any Bankruptcy proceeding filed by or against the Secured Party, which shall include, but shall not be limited to filing a proof of claim, actions to obtain relief of stay or secure adequate protection, and any adversary action in Bankruptcy.

2. Debtor hereby grants a security interest in all of the following property of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, on the real property located at 7300 Charlotte Pike, Nashville, TN 37209:

   a. All rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered, howsoever evidenced or incurred, including, without limitation, all accounts, instruments, chattel paper and general intangibles, all returned or repossessed goods and all books, records, including, but not limited to, Debtor's client records, computer tapes, programs, and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising.

   b. All inventory of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all goods of Debtor held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, all raw materials, work-in-progress, finished goods and supplies used or consumed in Debtor's business, together with all returns, repossessions, substitutions, replacements, parts, additions, accessions and all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders, for the delivery of all, or any portion, of the foregoing.

c. All equipment of the Debtor, including, without limitation, all machinery, furniture, furnishings, leasehold improvements, fixtures, forklifts, dies and tools and personal property of any kind of Debtor, together with all accessories and attachments thereto, all replacements and substitutes used or useful in the Debtor's business, whether now owned or hereafter acquired or arising. Some of the foregoing are or may become fixtures affixed to the real property described herein.

d. All of Debtor's present and future right, title and interest in and to all contracts, agreements, plans, governmental authorizations, consents, licenses, approvals, the following trademarks:

U.S. Mark Reg. No. 4,296,039 registered on February 26, 2013 —The mark consists of standard characters without claim to any particular font, style, size or color: "TAILGATE BEER".

U.S. Mark Reg. No. 4,288,913 registered on February __, 2013 —The mark consists of standard characters without claim to any particular font, style, size or color: "THE OFFICIAL BEER OF TAILGATING".

U.S. Mark Reg. No. 4,280,254 registered on January 22, 2013 —The mark consists of stylized letters forming the words: "TAILGATE BEER", where the word "Beer" appears below the word "Tailgate".

U.S. Mark Reg. No. 4,222,472 registered on October 9, 2012 —The mark consists of standard characters without claim to any particular font, style, size or color: "THE OFFICIAL CRAFT BEER OF TAILGATING".

U.S. Mark Reg. No. 4,298,625 registered on March 5, 2013 —The mark consists of a general oval shaped border design with a bow or ribbon at the top of the design. Inside the border are a beer keg, cooler, grill and beer resting on the tailgate and bed of a truck with the letters "T, "G" and "B" written vertically on each of the tail lights, and stylized letters forming the wording "TAILGATE BEER" on the top center of the overall design as well as on the rear window of the truck. Behind the wording TAILGATE at the top of the mark is a stylized design of stadium lights.

and all other trademarks, permits and other documents that concern or relate to the Land or the business of the Debtor and/or the construction of improvements on the Land.

e. All property of Debtor left with Secured Party or in its possession now or hereafter and any balance or deposit account of Debtor and all drafts, checks and other items deposited in or with Secured Party by Debtor for collection or safekeeping, with full authority given Secured Party, upon the occurrence of any Event of Default as set forth in the various loan documents between Debtor and Secured Party, to charge any or all such indebtedness of Debtor without notice or demand against any obligation secured hereby.

f. All general intangibles now owned or hereafter acquired by the Debtor.

g. This Security Agreement also covers:

(1) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain real property located at 7300 Charlotte Pike, Nashville, TN 37209 (hereinafter referred to as the "Land") and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plans, refrigerators, cooking apparatus and appurtenances, window screens, awning and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other fixtures of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor in any such fixtures subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by Debtor or on behalf of Debtor, any property acquired with cash proceeds of any of the fixtures described hereinabove; all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them.

(2) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.

(3) All income, rents, issues, profits and revenues of the Land from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Debtor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same.

h. All products and proceeds (including insurance proceeds, pre-petition and post-petition bankruptcy proceeds) arising from or in any way relating to any or all of the collateral described above.

3. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

4. Debtor represents and warrants the following:

a) The Debtor TailGate RE, LLC is a limited liability company organized in the State of Tennessee. The Debtor's mailing address is 7300 Charlotte Pike, Nashville, TN 37209.

b) The Debtor TailGate Brewery, LLC is a limited liability company organized in the State of Tennessee. The Debtor's mailing address is 7300 Charlotte Pike, Nashville, TN 37209.

c) The Debtor TAILGATE BEER, LLC is a limited liability company organized in the State of Nevada and authorized to transact business in the State of Tennessee. The Debtor's mailing address is 7300 Charlotte Pike, Nashville, TN 37209.

b) "TailGate RE, LLC, TAILGATE BEER, LLC and TailGate Brewery, LLC" are the correct legal names of the Debtor indicated on the public record of the Debtor's jurisdiction of organization that shows the Debtor to be organized.

5. Debtor covenants the following so long as any of the Obligations shall remain outstanding and unless Secured Party shall otherwise consent in writing:

a) The Debtor shall not merge or consolidate into, or transfer of any of the Collateral to any other Person.

b) The Debtor shall not change its name unless it has given the Secured Party thirty (30) days' prior written notice thereof and executed or authorized, at the request of the Secured Party, such additional financing statements to be filed in such jurisdictions as the Secured Party may deem necessary or desirable in its sole discretion.

c) The Debtor shall, at any time and from time to time, whether or not the Official Text of Revised Article 9, 2000 Revision, of the Uniform Commercial Code promulgated by the American Law Institute and the National Conference of Commissioners on Uniform State Laws or a version thereof ("Uniform Revised Article 9") has been adopted in any particular jurisdiction, take such steps as the Secured Party may reasonably request for the Secured Party (i) to obtain an acknowledgment, in form and substance reasonably satisfactory to the Secured Party, of any bailee having possession of any of the Collateral, stating that the bailee holds possession of such Collateral on behalf of the Secured Party, (ii) to obtain "control" of any investment property, deposit accounts, letter-of-credit rights, or electronic chattel paper (as such terms are defined by Revised Article 9 with corresponding provisions thereof defining what constitutes "control" for

such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to the Secured Party, and (iii) otherwise to insure the continued perfection and priority of the Secured Party's security interest in any of the Collateral and of the preservation of its rights therein, whether in anticipation of or following the effectiveness of Revised Article 9 in any jurisdiction. If the Debtor shall at any time, whether or not Uniform Revised Article 9 has been adopted in any particular jurisdiction, acquire a "commercial tort claim" (as such term is defined in Revised Article 9) [with a claim for damages in excess of $1,000,000], the Debtor, as the case may be, shall promptly notify the Secured Party thereof in writing, providing a reasonable description and summary thereof, and shall execute a supplement to this Security Agreement granting a security interest in such commercial tort claim to the Secured Party.

6. The Debtor hereby authorizes Secured Party, its counsel or its representative, at any time and from time to time, to file without the signature of the Debtor, as permitted by law, financing statements and amendments that describe the collateral covered by such financing statements as "all assets of the Debtor", "all personal property of the Debtor" or words of similar effect, in such jurisdictions as the Agent may deem necessary or desirable in order to perfect the security interests granted by the Debtor under this Security Agreement.

7. It is a default of the Loan if any one or more of the following events occur (an "Event of Default") under this Agreement: (a) failure of the Debtor to pay any of the Debtor's liabilities as and when due and payable, after giving effect to any applicable grace period; (b) failure of the Debtor to perform, observe, or comply with any of the provisions of this Agreement or of any of the other Loan Documents, after giving effect to any applicable grace period; (c) the occurrence of an Event of Default (as defined therein) under any of the other Loan Documents; (d) any information contained in any financial statement, application, schedule, report, or any other document given by the Debtor or by any other person in connection with the Debtor's liabilities, with the Collateral, or in any of the Loan Documents, is not in all material respects true and accurate or the Debtor or such other person omitted to state any material fact or any fact necessary to make such information not misleading; (e) the Debtor is generally not paying debts as such debts become due; (f) the filing of any petition for relief under any provision of the Federal Bankruptcy Code or any similar state law is brought by or against the Debtor; (g) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by or the insolvency of, the Debtor, which is not discharged within thirty (30) days; (h) the dissolution, merger, consolidation, or reorganization of the Debtor; (i) suspension of the operation of the Debtor's present business; (j) the determination in good faith by the Secured Party that a material adverse change has occurred in the financial condition of the Debtor from the condition set forth in the most recent financial statement of the Debtor heretofore furnished to the Secured Party, or from the financial condition of the Debtor as heretofore most recently disclosed to the Secured Party in any other manner; or (k) any amendment to or termination of a financing statement naming the Debtor as debtor and the Secured Party as secured party, or any correction statement with respect thereto, is filed in any jurisdiction by any party other than the Secured Party or its counsel without the prior written consent of the Secured Party.

Exhibit "B"

Land in Davidson County, Tennessee, and described according to a survey made by David P. Brackman, TN RLS #1684, 1707 Gale Lane, Nashville, TN 37212, dated February 21, 2008, as follows:

Beginning at a point in the right of way of Charlotte Pike at the intersection with Old Charlotte Pike; thence with Charlotte Pike South 46 deg. 45' 00" West 488.30 feet; thence with a curve to the right with a delta of 82 deg. 35' 00" a radius of 25.00 feet, and a length of 36.03 feet, and a chord of South 88 deg. 02' 30" West 32.99 feet to a point; thence North 50 deg. 40' 00" West 234.00 feet to a point; thence North 42 deg. 40' 00" West 107.00 feet to a point; thence North 16 deg. 55' 34" West 221.03 feet to a point; thence North 02 deg. 42' 04" West 72.08 feet to a point; thence North 14 deg. 33' 27" East 82.94 feet to a point; thence North 31 deg. 56' 47" East 228.72 feet to a point on the right of way of Old Charlotte Pike; thence with the right of way of Old Charlotte Pike with a curve to the right having a delta of 02 deg. 35' 47", a radius of 547.82 feet, a length of 24.82 feet, and a chord of South 59 deg. 29' 50" East 24.82 feet; thence South 58 deg. 11' 56" East 372.92 feet to a point; thence with a curve to the right having a delta of 12 deg. 35' 18" a radius of 632.74 feet, a length of 139.02, and a chord of South 51 deg. 54' 17" East 138.74 feet to a point; thence South 45 deg. 36' 40" East 169.14 feet to a point; thence with a curve to the right having a delta of 92 deg. 21' 33" a radius of 25.00 feet, a length of 40.30 feet, and a chord of South 00 deg. 34' 11" West 36.08 feet to the point of beginning containing 7.48 acres, more or less.

Being the same property conveyed to TAILGATE RE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed dated _____, 2016 of record as Instrument No. _____, Register's Office for Davidson County, Tennessee.