STATE OF TENNESSEE

COUNTY OF ROBERTSON

TERM MARCH 31, 2015 SPECIAL SESSION

Be it remembered that the Board of Commissioners of Robertson County, Tennessee met in open public special session at the Robertson County Juvenile Courtroom in Springfield, Tennessee on the 31st day of March 2015 at 6:00 PM.

County Mayor, Howard R. Bradley, called the meeting to order. County Clerk, Susan K. Atchley, was present also.

The invocation was given by Jeff White, Ridgetop Chief of Police. The pledge to the flag followed.

A roll call was taken and the following County Commissioners were present to-wit: Adcock, Baggett, Bowens, Couts, Dugger, Eden, Glover, Gregory, Haley, Hogan, Hoover, Farmer, Bill Moore, Roberts, Spears, Stroud, Stubblefield, Vogle and Wilson. Commissioners Brown, Dorris, Jackson, Stacy Moore and Stroud were absent.
On motion by Commissioner Vogle and second by Commissioner B. Moore. Motion was approved by roll call vote. (Resolution and Roll Call included)

DONATION OF THE AMERICAN SNUFF CORP. WAREHOUSE/ CONWOOD

Resolution number 033115024 a resolution to approve the donation of a certain tobacco warehouse property from American Snuff Corporation. Commissioner Adcock made motion to approve and second by Commissioner Haley. Commissioner Glover made motion to make Clyde Richert, County Attorney, a member of this body and second by Commissioner Vogle. Motion approved by voice vote. **Commissioner Brown is present.** Richert told of the numerous of hours of communication with American Snuff of the possible donation of this property. Richert gave a brief summary and answered questions from Commissioners. Commissioner Hogan made motion to make IDB Chair Roger Blackwood and Margo Fosnes, Director of the Chamber of Commerce, a member of this body and second by Commissioner Roberts. Blackwood gave a brief synopsis of his diligent work with this company to make this happen. Blackwood and Fosnes answered questions from Commissioners. After much discussion motion was approved by roll call vote. (Resolution and Roll Call included)

There being no further business, the meeting adjourned on motion by Commissioner Glover and second by Commissioner Farmer. Motion approved by voice vote.

_____ _____

Howard R. Bradley, County Mayor Susan K. Atchley, County Clerk

Resolution

	033115024	ROBERTSON COUNTY COMMISSION			
	Date 3-31-15	ROLL CALL			
		PRESENT	ABSENT		
1	Adcock, Lanny	✓			
2	Baggett, Tommy W.	✓			
3	Bowens, James	✓	✗		
4	Brown, Ervin	Present late	✗	late	
5	Couts, Bobby	✓			
6	Dorris, Michael (Bubba)		✓		
7	Dugger, Carol	✓			
8	Eden, Don	✓			
9	Ellis, Mike	✓			
10	Farmer, Robert	✓			
11	Glover, Burton	✓			
12	Gregory, Patsi	✓			
13	Haley, Steve	✓			
14	Hogan, Bob	✓			
15	Hoover, Keith	✓			
16	Jackson, Tommy		✓		
17	Moore, Bill	✓			
18	Moore, Stacy		✓		
19	Roberts, Eric	✓			
20	Spears, Kathy	✓			
21	Stroud, Bob		✓		
22	Stubblefield, Faye	✓			
23	Vogle, Billy	✓			
24	Wilson, Randy	✓			
		19	5		

RESOLUTION NO. 033115024

RESOLUTION TO APPROVE THE DONATION OF A CERTAIN TOBACCO WAREHOUSE PROPERTY FROM AMERICAN SNUFF CORPORATION

WHEREAS, American Snuff Company, LLC (referred to herein as "ASC") is the owner of a certain tobacco warehouse and processing building located at 901 Central Avenue in Springfield, Tennessee (referred to herein as "the Property"); and

WHEREAS, the property may further be described as Parcels 024.00, 025.00, 026.00 and 035.00 on Tax Map 080I- Group D in the Tax Assessor's Office for said County; and

WHEREAS, there have been prior discussions between ASC and Robertson County, Tennessee (referred to herein as "the County") as to the possible donation of the Property by ASC to the County and a certain "Donation Agreement" document has been drafted and is attached hereto as Exhibit "A" to this Resolution (referred to herein as "the Donation Agreement"); and

WHEREAS, it is proposed that pursuant to the Donation Agreement a Special Warranty Deed of Gift will be executed and delivered to the County (referred to herein as "the Deed") whereby legal title to the Property will be conveyed to the County, a copy of said Deed being attached hereto as Exhibit "B"; and

WHEREAS, said Donation Agreement and the Deed together with all attachments contain the terms of the proposed Donation including that the Property will be used for a public purpose; and

WHEREAS, the County Building and Grounds Committee of the County Commission (referred to herein as "the Committee") has met, the members are familiar with the terms and conditions of the proposed Donation, and have recommended acceptance of the Property to the full County Commission; and

WHEREAS, it is contemplated that after acceptance of the property the County will have further discussions with the Industrial Development Board of the County of Robertson and the Springfield-

RESOLUTION NO. 033115024

Robertson County Chamber of Commerce regarding the possible management and use of the property; and

WHEREAS, it is the intent of this Resolution to authorize the County Mayor and all other County officials to execute the Donation Agreement, the proposed Deed as necessary, and all other customary legal documents in order for the County to accept this donation upon the terms set forth and to accept ownership of the Property upon those terms;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in special session this the 31st day of March 2015, that the County Mayor and all other officials of the County are hereby specifically authorized and directed to execute on behalf of the County that proposed Donation Agreement attached hereto, other customary documents attendant to the closing, and to accept the proposed Deed of Conveyance on behalf of the County and upon the terms set forth in the documents.

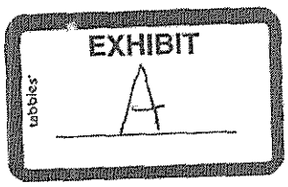
Passed this the 31st day of March, 2015, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

SUSAN K. ATCHLEY
County Clerk



WCSR
3/18/2015
DRAFT

DONATION AGREEMENT

This Donation Agreement ("Agreement") is made as of the ____ day of _____, 2015 ("Effective Date"), by and between AMERICAN SNUFF COMPANY, LLC, a Delaware limited liability company (hereinafter referred to as "Donor"), and ROBERTSON COUNTY, a political subdivision of the State of Tennessee (hereinafter referred to as "Donee").

WITNESSETH:

That the Donor and Donee enter into this Agreement for the purpose of establishing the details relating to the charitable contribution of the property as hereinafter described upon the terms and conditions contained herein. The real property which is the subject of this Agreement is that certain land, warehouse building and improvements located at 901 Central Avenue West, Springfield, Tennessee, as more particularly described on Exhibit A-1 attached hereto and incorporated by reference herein (collectively, the "Property").

The terms and conditions of this Agreement are as follows:

1. **Charitable Contribution/Gift of the Property:** Subject to the conditions and other provisions contained in this Agreement, Donor will transfer the Property to Donee as a charitable contribution, and Donee agrees to accept the charitable contribution of the Property as described herein (the "Property Gift").

2. **Closing:** Subject to the conditions contained in this Agreement, the consummation of the Property Gift contemplated by this Agreement (the "Closing") shall take place on April 30, 2015 (the "Closing Date"). By executing this Agreement, Donor agrees to make and Donee agrees to accept the Property Gift on the Closing Date, subject to the terms and conditions of this Agreement. Time is of the essence with regard to all dates described in this Agreement, including, without limitation, the Closing Date.

3. **Covenants Related to the Property Gift:** Donee covenants and agrees with Donor as follows:

(a) Tax Deduction/Charitable Status. Donor and Donee intend the Property Gift to qualify as a charitable contribution by Donor to an organization exempt from federal income taxes pursuant to and in accordance with Section 170 of the Internal Revenue Code (the "Code") and the terms and provisions of this Agreement shall be interpreted consistently therewith. Donee intends to use the Property Gift for public purposes.

(b) Transfer Notification. Donee shall notify the Chief Financial Officer of Donor at least thirty (30) days prior to a transfer of all or any portion of the Property, if such transfer is planned to occur within three (3) years after the Closing Date. This is a requirement of notice only and nothing herein shall prohibit the transfer by Donee of the Gift Property.

All of the provisions of Section 3 shall survive Closing.

4. **Conditions Precedent to the Property Gift:** Donor's obligations under this Agreement shall be contingent upon the satisfaction of the following conditions; provided that Donor, in its sole and absolute discretion, shall be permitted to waive in writing any one or more of the following:

(a) Tax Deduction/Charitable Status. On the Closing Date, Donee shall provide Donor a formal written acknowledgment of the charitable contribution as required by the Internal Revenue Code and/or the income tax treasury regulations promulgated thereunder (including IRS Form 8283) and otherwise cooperate with Donor in substantiating the Property Gift under Section 170 of the Code and comparable provisions of state income tax laws.

(b) Performance. Donee must have performed and complied with its covenants, agreements and obligations required by this Agreement, and all of Donee's representations and warranties made in this Agreement must be true and correct.

(c) Absence of Litigation. There shall be no pending or threatened litigation regarding this Agreement or the Property Gift.

5. **Title and Closing Deliveries:**

(a) Title to the Property shall include all rights, privileges and appurtenances belonging or in anywise appertaining to the Property.

(b) Donor shall convey the Property to Donee by Special Warranty Deed of Gift, in the form of Exhibit B attached hereto and incorporated herein by reference (the "Special Warranty Deed of Gift"). The Property will be conveyed subject to all encumbrances of record; current and subsequent taxes; leases or the rights of any tenants or lessees, parties in possession; all outstanding mineral rights or reservations, oil, gas, or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights-of-way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Property; all other matters which an accurate survey would show applicable to or affecting the Property; and containing the restrictions described in Section 8.

(c) At Closing, Donee shall have the responsibility of paying all recording fees. All unpaid ad valorem taxes due and payable on the Property within the calendar year of the Closing shall be prorated between Donor and Donee as of the Closing Date. Donor agrees to promptly forward to Donee any property tax statements for the Property received by Donor after Closing.

(d) At Closing, Donor agrees to deliver (i) a FIRPTA affidavit, and (ii) the Tennessee standard form title insurance lien affidavit.

6. **"As Is" Transfer:** The charitable contribution of the Property by Donor to Donee shall be conveyed in an "AS-IS", "WITH ALL FAULTS" condition and without any representation or warranty whatsoever by Donor, except for the warranties of title, if any, contained in the Special Warranty Deed of Gift given at Closing and except for customary representations made in the standard title affidavits provided to the title insurance company at Closing. Donee acknowledges that it has made such inspections of the condition of the Property

as it deems necessary or advisable and acknowledges that it is not relying on any representation, statement or other assertion by Donor or its affiliates, or any person or entity representing or purporting to represent Donor or its affiliates, with respect to the Property or the Property's condition but is relying on Donee's examination of the Property. Donor expressly disclaims any representation or warranty, express or implied, including, without limitation, those concerning (a) the nature and condition of the Property and the suitability of the Property for any and all activities and uses Donee may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of any improvements located on, or comprising, the Property or part thereof, and (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, including, but not limited to, zoning and environmental laws, rules and regulations and the Americans with Disabilities Act and other laws regarding access for handicapped persons. The Special Warranty Deed of Gift conveying the Property at Closing will incorporate the terms and conditions contemplated by this Section 6. All provisions of this Section 6 shall survive Closing.

7. **Release:** Donee, on behalf of itself and each of its affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors, assigns, purchasers, transferees, donees and tenants (the "Donee Parties") hereby expressly releases and forever discharges (to the fullest extent that it is within the power of the Donee to so release and discharge) Donor and Donor's parent, affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors and assigns (collectively, the "Donor Parties") from any and all claims, lawsuits, liabilities, obligations, penalties, causes of action, suits in equity or claims for relief of whatever kind or nature, whether known or unknown, that the Donee Parties may have or which may hereafter be asserted or accrued against the Donor Parties, or any of them by the Donee Parties, resulting from or in any way relating to (a) the Property, including, without limitation, the environmental condition of the Property and (b) any federal, state or local law, ordinance, zoning rule or regulation applicable to the Property, including, without limitation, such laws, ordinances or zoning rules or regulations related to the environment, health or safety, such as, by way of illustration and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the Clean Air Act (42 U.S.C. Section 7401 et seq.) (collectively, the "Release"). Donor and Donee agree that the Release shall survive Closing and shall be incorporated into the Special Warranty Deed of Gift.

8. **Restrictions:** In addition to the Release set forth above, the Special Warranty Deed of Gift shall also contain the following restrictions on the Property:

(a) Intentionally Omitted.

(b) Demolition Restrictions. Without the prior written consent of the Chief Financial Officer of Donor (which may be withheld in the sole and absolute discretion of the Chief Financial Officer of Donor), Donee shall be prohibited from demolishing, razing, destroying or altering in any material respect all or any portion of the buildings, facilities and improvements within the Property for a period of five (5) years from the Closing Date; provided that the foregoing restriction shall not

prohibit alterations made by the Donee to the buildings, facilities and improvements within the Property that do not reduce the fair market value of the Property in a material respect and are reasonably necessary to transform the buildings, facilities and improvements to achieve Donee's charitable purposes.

9. **Warranties and Representations of Donee:** As an inducement to Donor to enter into this Agreement, Donee represents and warrants to Donor that (i) Donee is a political subdivision of the State of Tennessee, (ii) Donee has the power to execute, deliver and perform this Agreement, (iii) all action on the part of Donee and its officers and directors necessary for the authorization, execution and delivery of this Agreement and the performance of its obligations hereunder has been taken, and (iv) this Agreement is a valid and binding obligation of Donee, enforceable in accordance with its terms except as limited by applicable bankruptcy, insolvency and other laws of general application affecting enforcement of creditors' rights generally and general principles of equity.

10. **Notices:**

(a) If Donee shall desire to give notice to Donor under this Agreement such notice shall be in writing and shall be delivered in person with written acknowledgement of receipt or by nationally recognized overnight delivery service (signature release required) to Donor at the following address:

American Snuff Company, LLC
c/o R. J. Reynolds Tobacco Company
401 Main Street
Winston-Salem, NC 27101
Attn: Mr. Greg Colner

With a required copy to:

Womble Carlyle Sandridge & Rice LLP
One West Fourth Street
Winston-Salem, NC 27101
Attn: Trent E. Jernigan

(b) For the purpose of notice to the Donee the same notice requirement as set forth in subparagraph (a) above shall apply and the address for the Donee shall be at the following address:

Robertson County
_____
_____
_____

With a required copy to:

Clyde W. Richert, III, Esquire
Richert & Dilliha PLLC
516 S. Main Street
Springfield, TN 37172

11. **Severability:** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

12. **Counterparts:** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

13. **Applicable Law; Jurisdiction and Venue:** This Agreement is governed by and shall be construed under the laws of the State of North Carolina. Any claim or dispute arising between the parties regarding the terms or performance of this Agreement will be adjudicated in the state or federal courts of North Carolina, and both parties consent to the exclusive jurisdiction of such Courts. Venue will lie only in Forsyth County, North Carolina or the U.S. District Court for the Middle District of North Carolina.

14. **Brokers:** Donor and Donee do hereby represent to each other that neither has dealt with any broker, finder, real estate agent or other agent in connection with the transactions contemplated herein. Each party agrees to defend, indemnify and hold harmless the other party from and against any claims by any party for brokerage commissions, finder's or other fees relative to this Agreement or the sale of the Property, arising from any agreements between such parties.

15. **Closing Expenses:** In addition to the costs expressly set forth herein, Donee shall pay the costs of all due diligence, including without limitation, all environmental site assessments, engineering assessments and studies, surveys, title searches, title commitment and title insurance. Except as expressly set forth herein, each of Donor and Donee shall pay its own costs and expenses, including the fees of attorneys, accountants, consultants, brokers and other advisors, incurred at any time in connection with this Agreement or the Property Gift.

16. **Confidentiality:** Donor and Donee shall cooperate to agree upon the press release to be issued regarding the Property Gift, and no press release shall be issued by either Donee or Donor until such press release has been approved in writing by both Donor and Donee.

17. **No Assignment**: This Agreement may not be assigned by either Donor or Donee without the prior written consent of the other party.

18. **Reliance:** Donee, for itself, as well as each of the Donee Parties, acknowledges and agrees that all materials provided to it by Donor or obtained in connection with the proposed Property Gift (the "Materials") may not be relied upon by Donee or the other Donee Parties or their respective attorneys, employees, agents or consultants for any purpose. The Materials are provided in their "As Is" condition without any warranty whatsoever. Donee acknowledges that it is responsible for its own independent verification and confirmation of the Materials and due diligence and analysis of the Property. Donee acknowledges that no representations or warranties have been or will be made to it with respect to any of the Materials, including, without limitation, with respect to the accuracy or completeness of such Materials. Donor and its attorneys, agents and consultants shall have no liability or culpability of any nature as a result of providing any of the Materials or as a result of any reliance on the Materials, however obtained.

19. **Waivers:** Any waiver of the covenants and conditions contained herein must be a writing signed by Donor. The failure of Donor to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No consent or waiver, express or implied, by Donor to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

20. **Survival:** The following sections of this Agreement shall survive the Closing and charitable contribution of the Property by Donor to Donee: 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22 and this Section 20.

21. **Tax Considerations:** As provided above, the parties intend the Property Gift to qualify as a charitable contribution by Donor pursuant to Section 170 of the Code. The parties therefore agree that any restriction contained herein, including without limitation, any restriction provided in the Special Warranty Deed of Gift that materially impairs the Donor's charitable contribution deduction available to Donor pursuant to Section 170 of the Code shall be rendered void to the extent of any such impairment to the Donor's charitable contribution deduction by this Section 21; provided, however, that the provisions of this Section 21 shall not impair, qualify or otherwise affect any indemnification obligation of the Donee.

22. **Entire Agreement:** This Agreement (which consists of this Donation Agreement and Exhibits A-1 and B attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. This Agreement may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Donor and Donee.

[Signatures follow on next page]

IN WITNESS WHEREOF, Donor and Donee have caused this instrument to be signed as of the day and year first above written.

DONOR:

AMERICAN SNUFF COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DONEE:

ROBERTSON COUNTY, a political subdivision of the State of Tennessee

By: _____
Name: _____
Title: _____

EXHIBIT A-1

Property Description

A parcel of property lying in Robertson County, Tennessee, being more particularly described as follows:

Being a portion of the same property conveyed to Conwood Company, L.P. by Conwood Corporation in Quit Claim Deed recorded in Book 285, Page 233 in Robertson County, Tennessee:

SEE ATTACHED EXHIBIT B LEGAL DESCRIPTION

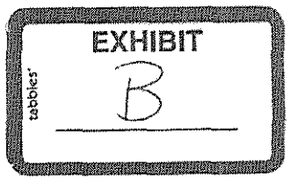


EXHIBIT B

Special Warranty Deed of Gift

ADDRESS OF NEW OWNER(S): Robertson County	SEND TAX BILLS TO:	MAP PARCEL NOS. 080I-D-024.00, 080I-D-025.00, 080I-D-026.00 and 080I-D-035.00
(Name)	(Name)	
(Street Address)	(Street Address)	
(City) (State) (Zip)	(City) (State) (Zip)	

THIS INSTRUMENT PREPARED BY, AND
AFTER RECORDING, RETURN TO:
Chambliss, Bahner & Stophel, P.C.
605 Chestnut Street
Suite 1700, Liberty Tower
Chattanooga, Tennessee 37450
ATTENTION: Rachel E. Edwards

SPECIAL WARRANTY DEED OF GIFT
(Tennessee)

THIS SPECIAL WARRANTY DEED OF GIFT, made and entered into this _____ day of _____, 2014, by and between **AMERICAN SNUFF COMPANY, LLC**, a Delaware limited liability company (formerly known as Conwood Company, LLC, successor by merger to Conwood Company, L.P.) ("Grantor") and **ROBERTSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("Grantee").

WITNESSETH:

That Grantor, pursuant to that certain Donation Agreement dated _____, 2014, by and between Grantor and Grantee, for and in contemplation of its fulfillment of donative intent, has and by these presents does give, transfer, grant and convey unto Grantee in fee simple, all those certain lots or parcels of land situated in the County of Robertson, State of Tennessee, and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid Property, together with all the rights, privileges and appurtenance belonging or in any way appertaining to the Property, unto Grantee, its successors and assigns, in fee simple.

And Grantor covenants with Grantee, that except as set forth below, Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except that title to the Property is subject to those matters set forth on Exhibit B attached hereto and incorporated herein by reference.

The Property is conveyed in its "AS-IS" and "WITH ALL FAULTS" condition and, except as expressly set forth above, without any representation or warranty whatsoever by Grantor. By accepting this Deed, the Grantee hereby: (i) acknowledges that it has made such inspections of the condition of the Property as it deems necessary or advisable and acknowledges that it is not relying on any representation, statement or other assertion by Grantor, its affiliates or by anyone purporting to represent any of them, with respect to the Property or the Property's condition but is relying on Grantee's examination of the Property; and (ii) acknowledges that Grantor expressly disclaims any representation or warranty, express or implied, including, without limitation, those concerning (a) the nature and condition of the Property and the suitability of the Property for any and all activities and uses the Grantee may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of any improvements located on, or comprising, the Property or part thereof, and (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, including, but not limited to, zoning and environmental laws, rules and regulations and the Americans with Disabilities Act, as amended, and other laws regarding access for handicapped persons.

Grantee, on behalf of itself and each of its affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors, assigns, purchasers, transferees, donees and tenants (the "Grantee Parties") hereby expressly releases and forever discharges Grantor and Grantor's affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors and assigns (collectively, the "Grantor Parties") from any and all claims, lawsuits, liabilities, obligations, penalties, causes of action, suits in equity or claims for relief of whatever kind or nature, whether known or unknown, that the Grantee Parties may have or which may hereafter be asserted or accrued against the Grantor Parties, or any of them by the Grantee Parties, resulting from or in any way relating to (a) the Property, including, without limitation, the environmental condition of the Property and (b) any federal, state or local law, ordinance, zoning rule or regulation applicable to the Property, including, without limitation, such laws, ordinances or zoning rules or regulations related to the environment, health or safety, such as, by way of illustration and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the Clean Air Act (42 U.S.C. Section 7401 et seq.). The foregoing release given by the Grantee shall be construed to be appurtenant to and run with the Property and shall be binding upon any party who may from time to time own, lease or otherwise have an interest in the Property, subject to the limitations contained herein.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the signatures of Grantor the day and year first above written.

AMERICAN SNUFF COMPANY, LLC, a Delaware limited liability company

By: _____
Daniel A. Fawley
Its: Vice President and Treasurer

STATE OF _____

COUNTY OF _____

Before me, a Notary Public of the state and county mentioned, personally appeared DANIEL A. FAWLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Vice President and Treasurer, authorized to execute the instrument, of AMERICAN SNUFF COMPANY, LLC, the within named bargainor, a limited liability company, and that such person as such Vice President and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by such person as such Vice President and Treasurer.

WITNESS my hand and seal, at office in *(county, state)*_____, _____, this _____ day of _____, 2014.

_____
Notary Public

My Commission Expires: _____

STATE OF _____ :
COUNTY OF _____ :
I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$EXEMPT ENTITY**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale

_____
Affiant

Sworn and subscribed to before me this
_____ day of _____, 2014.

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A parcel of property lying in Robertson County, Tennessee, being more particularly described as follows:

Being a portion of the same property conveyed to Conwood Company, L.P. by Conwood Corporation in Quit Claim Deed recorded in Book 285, Page 233 in Robertson County, Tennessee:

TRACT NO. 2:

Beginning at a point in the center of the Coopertown--Springfield Pike at a spike, which said spike is 620.00 feet westerly of a point opposite McClain's southwest property corner, said spike being at the southwest corner of the Kansas City Life Insurance Company property, and running thence the following courses and distances; North 85 deg. 50' West along the center of said pike 4.5 feet to the beginning of a curve; thence around a curve to the left, said curve having a radius of 240.6 feet for a distance of 117.6 feet to a point; thence continuing along the center line of said pike South 66 deg. 10' West 86.0 feet to a point at the Southeast corner of the Surety Storage Corporation property; thence leaving said pike North 1 deg. 12' East along the easterly margin of the Surety Storage Corporation property 462.0 feet to an existing iron pipe; thence North 88 deg. 29' West along the north margin of said Surety Storage Corporation property 21.2 feet to the southeast corner of the Hyde property; thence North 1 deg. 53' east along the easterly margin of the Hyde property 407.0 feet to an existing angle iron; thence South 87 deg. 33' East 90.1 feet to a point; thence South 81 deg. 00' East 115.4 feet to a point; thence South 85 deg. 50' East 50.0 feet to an iron pin at the northwest corner of the Kansas City Life Insurance Company property; thence South 4 deg. 10' West along the westerly margin of said Kansas City Life Insurance Company property 792.0 feet to a spike in the center of the Coopertown-Springfield Pike, and the point of beginning, containing 3.4 acres, more or less. AND BEING the same property as that conveyed to American Snuff Company, a New Jersey Corporation, by deed from Wilson Athletic Goods Mfg. Co., Inc., a Delaware Corporation, appearing of record in Deed Book 118, Page 52, Register's Office for Robertson County, Tennessee.

Said real estate conveyed by this deed is subject to the following:

1. A fifteen (15) foot easement for water, gas and sewage installment along the north edge of the Springfield-Coopertown Pike, conveyed to Springfield, Tennessee, by an instrument acknowledged November 25, 1953, of record in said Register's Office in Deed Book 114, Page 318.

2. Easement for highway purposes in so much of said land upon the Coopertown-Springfield Pike is located.

TRACT NO. 3:

LOT NO. 1:

Beginning at an iron stake, the northeast corner of this lot in G. R. Murphey's former line, the same being about 10 feet east of the R. A. Jones subdivision; thence with the south line of said subdivision north 88 deg. west 300 feet to an iron stake; corner to Elisha Barbee estate in the line of said subdivision; thence south one degree west 180 feet to an iron stake, corner to American Snuff Company, formerly Springfield Tobacco Redryers Corporation, in Elisha Barbee estate line, thence south 88 degrees east 300 feet with the north line of American Snuff Company, formerly the Springfield Tobacco Redryers Corporation, to an iron stake, corner to American Snuff Company, formerly the Springfield Tobacco Redryers Corporation, in G. R. Murphey's former line; thence north one degree east 180

feet to the beginning, containing 1.23 acres, more or less, according to a survey made by J. R. Scott, County Surveyor for Robertson County, Tennessee, on July 21, 1949.

LOT NO. 2:

The easterly 20 feet of Lot No. 23 in the West View Addition to Springfield, Tennessee, a plat of which addition is of record in Deed Book No. 96, at Page 222 in the office of the Register for Robertson County, Tennessee, to which record reference is here made for a particular description of said land. Said portion of said lot fronts 20 feet on the south side of the street and runs back southerly between parallel lines 150 feet to the property of the Springfield Regional Pool Warehousing Corporation, formerly Surety Storage Corporation, and is bounded on the east by Ragland and on the west by Highsmith.

LOT NO. 3:

Beginning at an iron stake, a corner to the City property, formerly the Bob Murphey property, in the north line of the Springfield Regional Pool Warehousing Corporation, formerly the Surety Storage Corporation; thence north 3 degrees east 40 feet to an iron stake, corner to E. H. Ragland; thence north 88 degrees west 243 feet to an iron stake, corner to said Ragland in Ed Highsmith's line; thence south 3 degrees west 40 feet to a post, corner to said Highsmith in the line of the Springfield Regional Pool Warehousing Corporation, formerly Surety Storage Corporation, also a corner to Lot Nos. 22 and 23 of the West View Subdivision, a plat of which is recorded in Deed Book No. 96, at Page 222, records of the Register for Robertson County, Tennessee; thence south 88 degrees east 243 feet to the beginning, and being the southerly 40 feet of Lots No. 21 and 22 of the West View Addition aforesaid.

The above described three (3) lots were conveyed to American Snuff Company, a Corporation, by deed from Springfield Regional Pool Warehousing Corporation, a Tennessee Corporation, appearing of record in Deed Book 122, Page 416, Register's Office for Robertson County, Tennessee.

RESTRICTIONS: Lot No. 2 and Lot No. 3 above are restricted to residential purposes only, except that said restriction has heretofore been waived to the extent that said Lot No. 2 and Lot No. 3 may be used by the Grantee, successors and assigns, as a driveway and vehicle turning and parking area, but not for the purpose of erecting thereon any industrial or commercial building, the two instruments effecting said waiver being of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 112, at Page 370, and in Deed Book No. 112, at Page 410, respectively.

Conwood Corporation is the successor to American Snuff Company, the assets of American Snuff Company having been transferred to Conwood Corporation, pursuant to that merger and reorganization approved by the stockholders of American Snuff Company, on October 19, 1966.

TRACT NO. 4:

Beginning at an iron pin in the northerly margin of 13th Avenue, West said pin being 22.5 feet at a right angle from the center line of said Avenue, a corner to American Snuff Co., and the most easterly southeast corner of this land; thence with said margin of said Avenue, parallel with and 22.5 feet at a right angle from said center line north 89 deg. 30' west 159.5 feet to an iron pin, a corner to Scott Barbee; thence with the line of said Barbee north 3 deg. 30' east 153.5 feet to an iron pin, a corner in said line; thence with the line of said Barbee north 89 deg. 30' west 86 feet to an iron pin, a corner in the line of said Barbee; thence with the line of said Barbee south 3 deg. 30' west 153.5 feet to an iron pin in the northerly margin of aforesaid Avenue, a corner to said Barbee; thence with said margin of said Avenue north 89 deg. 30' west 39 feet to an iron pin, a corner to Thomas Pepper; thence with the line of said Pepper north 2 deg. 00' east 570 feet to an iron pin, a corner to said Pepper in the line of Andrew Cope; thence with the line of said Cope south 27 deg. 30' east 47 feet to a stone, a corner in the line of said Cope; thence with the line of said Cope south 88 deg. 00' east 180 feet to an iron pin, a corner to the Barbee cemetery in the line of said Cope; thence with the line of said cemetery as follows: south 7 deg. 30' west 68 feet; south 81 deg. 45' east 93.5 feet to an iron pin, a corner to said cemetery line of aforesaid Snuff Company; thence with the line of said Snuff Company south 2 deg. 45' west 443.5 feet to the beginning, containing 3.03 acres, more or less, and being the same property as that conveyed to Conwood Corporation, by deed from Louis R. Draughon, et ux, Elizabeth Draughon, appearing of record in Deed Book 157, Page 239, Register's Office for Robertson County, Tennessee. Said real estate is subject to a 10 foot easement along the easterly boundary line, or running from 13th Avenue to the Barbee Cemetery, located in the northeast corner of the above described property. Also subject to water flow easement of record in said Register's Office for said County in Deed Book 115, Page 383.

TRACT NO. 5:

Beginning at the right-of-way margin of 13th Avenue, the Southeast corner of this lot, same being 159.5 feet from the Southwest corner of the American Snuff property; thence N 3 deg. 30' East 153.5 feet to a point; thence N 89 deg. 30' West 86 feet to a point; thence S 3 deg. 30' West 153.5 feet to a point in the said margin of said 13th Avenue; thence with the North margin of 13th Avenue 86 feet to the beginning, containing 0.30 acres, more or less, according to the survey of John R. Alley, made on February 9, 1966, and being the same property as that conveyed to Conwood Corporation, a Corporation organized and existing under the laws of the State of Delaware, by deed from Scott Barbee, unmarried, appearing of record in Deed Book 162, Page 311, Register's Office for Robertson County, Tennessee.

Also, all right, title and interest in and to a ten (10) foot easement or right-of-way from 13th Avenue to the Barbee Family Cemetery, said right-of-way being described as follows, to-wit:

Beginning at a point in the right-of-way margin of 13th Avenue, the Southeast corner of this easement; thence

North 89 deg. 30' West 10 feet to a point; thence North 2 deg. 45' East 443.5 feet to a point in the South edge of said Barbee Cemetery; thence South 81 deg. 45' East 10 feet; thence South 2 deg. 45' West 443.5 feet to the point of beginning, and being the same easement or right-of-way reserved and set aside by a Decree in the Chancery Court for Robertson County, Tennessee, dated May 27, 1966, in the cause of Leonard Barbee vs. Shelly Barbee, et al, No. 7366, of record in the Clerk & Master's Office of Robertson County, Tennessee, in Minute Book 27, Page 519.

SUBJECT TO: Said real estate is subject to a water flow easement executed by Elijah Barbee to the American Snuff Company and Springfield Regional Pool Warehouse Corporation, of record in the Register's Office for Robertson County, Tennessee, in Deed Book 115, Page 383, to which record reference is here made.

The above described premises are subject to an easement of egress and ingress for the benefit of the Barbee Family Cemetery, described as follows, to-wit: Beginning at a point in the South margin of West Circle Drive, thence South 2 deg. West 160.5 feet to a point; thence South 88 deg. West 32.5 feet to a point; thence with the edge of the Barbee Family Cemetery North 2 deg. East 10 feet to a point; thence North 88 deg. West 12.5 feet to a point; thence South 88 deg. East to a point; thence North 2 deg. East 153.7 feet to a point in the South margin of West Circle Drive; thence with the South margin of West Circle Drive South 81 deg. 30' East to the beginning, and being a portion of that property described in said Register's Office in Deed Book 112, Page 419.

TRACT NO. 6:

Beginning at an iron pin in the line of the West View Subdivision, the Northwest corner of a tract of land belonging to Conwood Corporation, the Northeast corner of this tract and continuing as follows: South 1 deg. 18' East 86.45 feet to an iron pin, a corner to Conwood Corporation; thence North 85 deg. 42' West 93.50 feet to an iron pin, a corner to Conwood Corporation; thence North 3 deg. 33' East 68.00 feet to an iron pin in the line of West View Subdivision, a corner to Conwood Corporation; thence North 82 deg. 27' East 87.80 feet to the point of beginning, containing 6,952 square feet as surveyed by Kessinger & Associates, dated August 18, 1978, and being the same property which was conveyed to Conwood Corporation by deed from Shelly Barbee, Scott Barbee, Leonard Barbee, Howard Barbee, Buford Barbee, Bobbie Lee Barbee, Roxie Mai Barbee, Hazle Barbee and Frederick Barbee, appearing of record in Deed Book 211, Page 397, Register's Office for Robertson County, Tennessee.

Being a portion of the same property conveyed to Conwood Company, L.P. by The City of Springfield, Tennessee in Quit Claim Deed recorded in Book 327, Page 501 in Robertson County, Tennessee:

BEGINNING at an iron pipe (old) at the northeast corner of this tract and the same being in the west property line of Tract 2 of property of Conwood Company, L. P., as recorded in Deed Book 285, page 233, Register's Office for Robertson County, Tennessee, and continuing as follows; with the west property line of Conwood Company, L. P., South 7° 12' 21" West 254.67 feet to a P-K nail (new) in the north right of way of Central Avenue, thence with the said right of way, South 71° 40' 31" West 59.76 feet to a P-K nail (new) at the beginning of a curve,

thence with the said curve to the right, having a radius of 683.20 feet and a long chord of South 82° 25' 07" West 254.71 feet to a P-K nail (new) at the southwest corner of this tract and the same being the most southeast corner of Tract 4 of Conwood Company, L. P., after the right of way of Central Avenue has been taken from Tract 4, thence with the east line of Conwood Company, L. P., North 7° 12' 21" East 341.81 feet to an iron pipe (old) at the most northwest corner of this tract and the same being the most southwest corner to Lot 1 of Tract 3 of Conwood Company, L. P., thence with the south property line of Conwood Company, L. P., South 83° 29' 08" East 300.21 feet to the point of beginning containing 2.088 acres as per survey by Jack L. Head, R.L.S., Tennessee License No. 670, whose address is 2127 Memorial Blvd., Springfield, Tennessee, dated December 23, 1993. Being a portion of the property conveyed to Springfield, Tennessee, a municipal corporation, by Springfield Tobacco Redryers Corporation, by deed of record in Deed Book 114, page 22, Register's Office for Robertson County, Tennessee.

DRAINAGE EASEMENT RESERVED: This property is to be conveyed subject to an easement for maintenance of a storm sewer line, said easement being more fully described as follows; beginning at a P-K nail at the most southeast corner of the above described tract and continuing as follows; with the east property line of the above described tract, North 7° 12' 21" East 14.92 feet to the true beginning point of this easement, thence with a new line within the above described tract, North 22° 47' 18" West 36.69 feet to a point, thence North 6° 15' 39" East 150.93 feet to a point, thence North 79° 00' 30" West 130.32 feet to a point, thence North 66° 58' 03" West 107.93 feet to a point, thence North 67° 24' 22" West 47.09 feet to a point in the west line of the above described tract, with the west line North 7° 12' 21" East 2.89 feet to an iron pipe (old) at the most northwest corner of the above described tract, thence with the north line of the above described tract, South 83° 29' 08" East 97.01 feet to a point in the property line, thence with a new line to the above described tract, South 66° 58' 03" East 59.72 feet to a point, thence South 79° 00' 30" East 154.78 feet to a point in the east property line of the above described tract, thence with the east property line, South 7° 12' 21" West 211.37 feet to the point of beginning containing 11,045 square feet as per survey by Jack L. Head, R.L.S., Tennessee No. 670, whose address is 2127 Memorial Blvd., Springfield, Tennessee, dated December 23, 1993.

UTILITY EASEMENT RESERVED: The City of Springfield, Tennessee, its servants and agents hereby retain a permanent right of way and a perpetual right to enter at any time to operate, maintain, repair, replace, and inspect all existing utilities and required appurtenances, both above and below ground,

in, on, over, and across the above described property, together with the right to clear the property and keep the same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of trees dangerous to city utilities, located beyond the limits of the above described property.

EXHIBIT B

ENCUMBRANCES

1. All easements, restrictions and rights of way of record;

2. 2015 city and county ad valorem taxes and subsequent taxes which Grantee by its acceptance of this Deed hereby assumes and agrees to pay;

3. All other matters which an accurate survey would show applicable to or affecting the Property;

4. Intentionally Omitted.

5. The following demolition restrictions:

a. Without the prior written consent of the Chief Financial Officer of Grantor (which may be withheld in the sole and absolute discretion of the Chief Financial Officer of Grantor), Grantee shall be prohibited from demolishing, razing, destroying or altering in any material respect all or any portion of the buildings, facilities and improvements within the Property for a period of five (5) years from the date of recording of this Deed; provided that the foregoing restriction shall not prohibit alterations made by the Grantee to the buildings, facilities and improvements within the Property that do not reduce the fair market value of the Property in a material respect and are reasonably necessary to transform the buildings, facilities and improvements to achieve Grantee's charitable purposes.

Resolution

	033115024	ROBERTSON	COUNTY	COMMISSION		A
	DATE: 3-31-15	ROLL CALL				
		FOR	AGAINST	PASS	ABSENT	
1	Adcock, Lanny	✓				
2	Baggett, Tommy W.	✓				
3	Bowens, James	✓				
4	Brown, Ervin	✓			✓	
5	Couts, Bobby	✓				
6	Dorris, Michael (Bubba)				✓	
7	Dugger, Carol	✓				
8	Eden, Don	✓				
9	Ellis, Mike	✓				
10	Farmer, Robert	✓				
11	Glover, Burton	✓				
12	Gregory, Patsi	✓				
13	Haley, Steve	✓				
14	Hogan, Bob	✓				
15	Hoover, Keith	✓				
16	Jackson, Tommy				✓	
17	Moore, Bill	✓				
18	Moore, Stacy				✓	
19	Roberts, Eric	✓				
20	Spears, Kathy	✓				
21	Stroud, Bob				✓	
22	Stubblefield, Faye	✓				
23	Vogle, Billy	✓				
24	Wilson, Randy	✓				
		20			4	