

Loudon County Commission Workshop

Loudon, Tennessee

Monday, May 18, 2026

Courthouse Annex

6:00 pm

AGENDA

To provide public comment, prior to the start of the meeting please write your name on the sign-up sheet located on the podium for the Public Hearing

- 1) General Public Comments
- 2) Loudon County Codes Enforcement Director - Jim Jenkins
 - A) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 035, PARCEL 003.00, LOCATED 10410 ANTIOCH CHURCH RD WEST, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY ONE ACRE ONLY
Approved - 8 / Disapproved - 0 by Planning Commission
 - B) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 072, PARCEL 112.00, LOCATED 7840 BLUE SPRINGS RD, LOUDON COUNTY, TN, SITUATED IN THE 4TH LEGISLATIVE DISTRICT APPROXIMATELY (2) ONE ACRE LOTS ONLY
Approved - 8 / Disapproved - 0 by Planning Commission
 - C) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-2, RURAL RESIDENTIAL DISTRICT TO A-3 DEVELOPING AGRICULTURE DISTRICT LOUDON COUNTY TAX MAP 036, PARCEL 076.00, LOCATED ANTIOCH CHURCH RD EAST, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) 2.04 ACRE LOT ONLY
Approved - 8 / Disapproved - 0 by Planning Commission

D) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-2, RURAL RESIDENTIAL DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 005, PARCEL 051.00, LOCATED 6390 WHITE WING RD, LOUDON COUNTY, TN, SITUATED IN THE 5TH LEGISLATIVE DISTRICT APPROXIMATELY (1) 1.55 ACRE LOT ONLY

Approved - 8 / Disapproved - 0 by Planning Commission

E) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 067, PARCEL 119.00, LOCATED 420 NEW MACEDONIA RD, LOUDON COUNTY, TN, SITUATED IN THE 4TH LEGISLATIVE DISTRICT APPROXIMATELY ONE ACRE ONLY

Approved - 8 / Disapproved - 0 by Planning Commission

F) RESOLUTION EXTENDING THE TEMPORARY MORATORIUM ON THE APPROVAL OF RESIDENTIAL SUBDIVISIONS CONNECTING TO COUNTY ROADS

G) DISCUSS PROPERTY VIOLATIONS REMEDIATION

3) Commission Chairman Henry Cullen

A) Ann Henry replacing Eileen Reed on the Library Board

B) Proclamation - Mary Ann Cook Retirement (23 years of Service to Loudon County Clerk's Office)- already presented to her / to enter into minutes for the records

4) Commissioner - Bill Geames

A) Loudon Entertainment / Drive-In Real Estate Transaction

5) Commissioner - Van Shaver

A) Discussion of Reappraisal

6) Director of Accounts and Budgets - Erin Rice

A) Budget Recommendations

RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-3, DEVELOPING AGRICULTURE DISTRICT.
LOUDON COUNTY TAX MAP 035, PARCEL 003.00,
LOCATED 10410 ANTIOCH CHURCH RD WEST, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY ONE ACRE ONLY**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 10410 Antioch Church Rd West, situated in the 3rd Legislative District, referenced by Tax Map 035, Parcel 003.00 to be rezoned from A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District). Approximately one acre only.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 035, PARCEL 003.00
LOCATED AT 10410 ANTIOCH CHURCH RD WEST, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY ONE ACRE ONLY



RESOLUTION _____

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 072, PARCEL 112.00, LOCATED 7840 BLUE SPRINGS RD, LOUDON COUNTY, TN, SITUATED IN THE 4TH LEGISLATIVE DISTRICT APPROXIMATELY (2) ONE ACRE LOTS ONLY

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 7840 Blue Springs Rd, situated in the 4th Legislative District, referenced by Tax Map 072, Parcel 112.00 to be rezoned from A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District). Approximately (2) one acre lots only.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

ATTEST: SECRETARY LOUDON COUNTY REGIONAL PLANNING COMMISSION
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 072, PARCEL 112.00
LOCATED AT 7840 BLUE SPRINGS RD, LOUDON COUNTY, TN,
SITUATED IN THE 4TH LEGISLATIVE DISTRICT
APPROXIMATELY (2) ONE ACRE LOTS ONLY



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-2, RURAL RESIDENTIAL DISTRICT TO
A-3 DEVELOPING AGRICULTURE DISTRICT
LOUDON COUNTY TAX MAP 036, PARCEL 076.00,
LOCATED ANTIOCH CHURCH RD EAST, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY (1) 2.04 ACRE LOT ONLY**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on March 13, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located Antioch Church Rd, situated in the 3rd Legislative District, referenced by Tax Map 036, Parcel 076.00, to be rezoned from A-2 (Rural Residential District) to A-3 (Developing Agriculture District) Approximately (1) 2.04 acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-2 (RURAL RESIDENTIAL DISTRICT) TO A-3 (DEVELOPING AGRICULTURE DISTRICT) APPROXIMATELY (1) 2.04 ACRE LOT REFERENCED BY LOUDON COUNTY TAX MAP 036, PARCEL 076.00, LOCATED AT ANTIOCH CHURCH RD, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-2, RURAL RESIDENTIAL DISTRICT TO
A-3, DEVELOPING AGRICULTURE DISTRICT.
LOUDON COUNTY TAX MAP 005, PARCEL 051.00,
LOCATED 6390 WHITE WING RD, LOUDON COUNTY, TN,
SITUATED IN THE 5TH LEGISLATIVE DISTRICT
APPROXIMATELY (1) 1.55 ACRE LOT ONLY**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on April 17, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 6390 White Wing Rd, situated in the 5th Legislative District, referenced by Tax Map 005, Parcel 051.00, to be rezoned from A-2 (Rural Residential District) to A-3 (Developing Agriculture District). Approximately (1) 1.55 acre lot only.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-2 (RURAL RESIDENTIAL DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 005, PARCEL 051.00,
LOCATED AT 6390 WHITE WING RD, LOUDON COUNTY, TN,
SITUATED IN THE 5TH LEGISLATIVE DISTRICT
APPROXIMATELY (1) 1.55 ACRE LOT ONLY



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-3, DEVELOPING AGRICULTURE DISTRICT.
LOUDON COUNTY TAX MAP 067, PARCEL 119.00,
LOCATED 420 NEW MACEDONIA RD, LOUDON COUNTY, TN,
SITUATED IN THE 4TH LEGISLATIVE DISTRICT
APPROXIMATELY ONE ACRE ONLY**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 420 New Macedonia Rd, situated in the 4th Legislative District, referenced by Tax Map 067, Parcel 119.00 to be rezoned from A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District). Approximately one acre only.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 067, PARCEL 119.00
LOCATED AT 420 NEW MACEDONIA RD, LOUDON COUNTY, TN,
SITUATED IN THE 4TH LEGISLATIVE DISTRICT
APPROXIMATELY ONE ACRE ONLY



**LOUDON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION _____**

RESOLUTION EXTENDING THE TEMPORARY MORATORIUM ON THE APPROVAL
OF RESIDENTIAL SUBDIVISIONS CONNECTING TO COUNTY ROADS

WHEREAS, on December 15, 2025, the Loudon County Board of Commissioners (“Commission”) adopted Resolution No.121525-A imposing a temporary moratorium on the approval of certain residential subdivisions connecting to County Roads (the “Moratorium”). A true and correct copy of Resolution No.121525-A and the minutes of the Commission meeting adopting the same are attached hereto as **Exhibit A**; and

WHEREAS, the Moratorium was adopted to allow the Commission, the Loudon County Regional Planning Commission (“Planning Commission”), and the County Road Superintendent (“Superintendent”) time to review and recommend updated roadway standards and development requirements to ensure safe and adequate infrastructure within Loudon County, Tennessee (“County”); and

WHEREAS, the Commission finds that such review remains ongoing and that additional time is necessary to complete the development, consideration, and adoption of appropriate roadway and subdivision standards; and

WHEREAS, the Commission further finds that allowing the Moratorium to expire prior to completion of such work could result in development approvals that adversely impact the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, BE IT RESOLVED, by the Loudon County Board of Commissioners, in regular session assembled this ___ day of _____, 2026, with a quorum being present and a majority of the entire membership of the Commission voting in the affirmative, as follows:

1. Extension of Moratorium. The Moratorium previously adopted by the Commission on December 15, 2025, is hereby extended in its entirety, and all terms, conditions, definitions, and requirements set forth therein shall remain in full force and effect without modification unless expressly stated herein.

2. Duration of Extension. This extension shall remain in effect for a period of six (6) months immediately following the expiration of the original Moratorium, without interruption, unless earlier terminated by:

a. Adoption by the Commission of updated roadway and subdivision standards; or

b. Further action of the Commission modifying, rescinding, or further extending the Moratorium.

3. Continuing Effect. Except as expressly extended herein, all provisions of the original Moratorium shall remain unchanged and in full force and effect.

4. Severability. If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST:

Riley Wampler, County Clerk

Henry Cullen, Chairman, Loudon County, Tennessee
Board of Commissioners

DATE: _____

APPROVED:

Rollen (Buddy) Bradshaw, Loudon County Mayor

The votes on the question of approval of this Resolution by the Planning Commission on _____, 2026 are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

ATTEST: _____
Planning Commission Secretary

Proclamation

Whereas Loudon County has a rich history of faithful and praiseworthy employees; and

Whereas Mary Ann Cook is one of those employees; and

Whereas Mary Ann began her employment with the Loudon County Clerks Office 23 years ago; and

Whereas during those 23 years, she has worked for four Loudon County Clerks; and

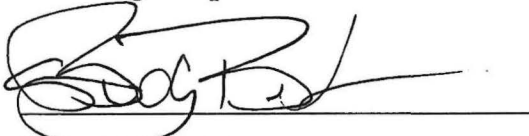
Whereas Mary Ann has been a valuable asset to the Clerks Office and Loudon County Government; and

Whereas Mary Ann greeted the public with a smile and a willingness to serve the citizens of Loudon County; and

Whereas Mary Ann is retiring from her role with the Loudon County Clerks Office; and

Whereas Mary Ann will be missed by her coworkers and public alike; that

Now, therefore, on this 30th day of April in the year of our Lord 2026 that Loudon County Mayor Buddy Bradshaw does recognize the service and dedication of Mary Ann Cook to the citizens of Loudon County and wish to recognize, honor, and thank her, do declare this day to be Mary Ann Cook Day in Loudon County. Further, this proclamation is to be recorded at the next scheduled Loudon County Commission Meeting for placement in the annals of Loudon County.



Buddy Bradshaw

Loudon County Mayor



**LOUDON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION _____**

**A RESOLUTION AUTHORIZING THE SALE OF CERTAIN PROPERTY IN CENTRE
75 BUSINESS PARK AND THE EXECUTION OF RELATED SALES DOCUMENTS**

WHEREAS, Loudon County, Tennessee, a political subdivision of the State of Tennessee, (“Loudon County”) and the City of Loudon, a municipal corporation of the State of Tennessee (the “City of Loudon”), are the fee owners of certain property containing approximately 10.31 acres that is located in Centre 75 Business Park, Loudon County, Tennessee and identified as Tax Map 040, Parcel 105.04 (hereinafter the “Property”); and

WHEREAS, Loudon County and the City of Loudon leased the Property to Loudon Entertainment, LLC (the “Tenant”) pursuant to that certain Ground Lease with Grant of Option to Exercise Right of First Refusal to Purchase dated May 1, 2021, between Loudon County and the City of Loudon, as Landlord, and the Tenant, a memorandum of which is recorded in Book T1528, Page 489 in the Loudon County Register’s Office (the “Lease”); and

WHEREAS, the Loudon County Board of Commissioners authorized the Mayor of Loudon County to execute the Lease pursuant to Loudon County Commission Resolution 030121-F (also referred to as Resolution 030121-E in the Loudon County Commission Meeting Minutes); and

WHEREAS, Section 15 of the Lease grants the Tenant the right and option to purchase the Property from Loudon County and the City of Loudon for a purchase price of \$40,000 per acre less a credit for all rent paid by Tenant under the Lease prior to the closing; and

WHEREAS, on April 1, 2026, the Tenant exercised its right and option under the Lease to purchase the Property from Loudon County and the City of Loudon for a purchase price of \$402,400, which is \$40,000 per acre less a credit for all rent paid by Tenant prior to the closing; and

WHEREAS, the Tenant wishes to assign its rights under the Lease, including without limitation the right to purchase and acquire the Property, to its designee, The Whitener Company, LLC, a Tennessee limited liability company 100% owned by Gordon Whitener, who also owns 100% of the Tenant; and

WHEREAS, Loudon County is obligated under the Lease to sell the Property to the Tenant or its designee, and Loudon County agrees that \$402,400 is the correct purchase price for the Property and approves of the assignment of the Lease and the purchase right to The Whitener Company, LLC;

NOW, THEREFORE, BE IT RESOLVED, the Loudon County Board of Commissioners, in regular session assembled this ___ day of _____, 2026, hereby approves the sale of the Property to The Whitener Company, LLC for \$402,400 and authorizes the

execution, by either the County Mayor or his designee, the Director of Purchasing, the documents related to the sale of the Property, copies which are attached hereto as **Exhibit A**, and such other documents as may be required to effectuate the sale of the Property to The Whitener Company, LLC:

BE IT FUTHER RESOLVED, this resolution shall take effect immediately, the public welfare requiring it.

ATTEST:

Riley Wampler, County Clerk

APPROVED:

Henry Cullen, Chairman of Board of Commissioners

Rollen (Buddy) Bradshaw, Mayor

EXHIBIT A
[ATTACHED]

Closing Disclosure

Closing Information

Date Issued
Closing Date 06/10/2026
Disbursement Date 06/10/2026
Settlement Agent Southeastern Title & Abstract Co., Inc
File # 810318
Property 455 Centre Park Drive
 Loudon, TN 37774
Sale Price \$402,400.00

Transaction Information

Borrower The Whitener Company, LLC., a Tennessee limited liability company
Seller Loudon County, Tennessee, a political subdivision of the State of Tennessee and The City of Loudon, a municipal corporation of the State of Tennessee
Lender Citizens Bank & Trust, Inc.

Summaries of Transactions

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$402,400.00
01 Sale Price of Property	\$402,400.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller In Advance	
09 City/Town Taxes	
10 County Taxes	
11 Assessments	
12	
13	
14	
15	
16	
N. Due from Seller at Closing	\$1,500.00
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$1,500.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes	
15 County Taxes	
16 Assessments	
17	
18	
19	
Calculation	
Total Due to Seller at Closing (M)	\$402,400.00
Total Due from Seller at Closing (N)	-\$1,500.00
Cash to Close <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$400,900.00

Contact Information

Real Estate Broker (B)

Name
Address
ST License ID
Contact
Contact ST License ID
Email
Phone

Real Estate Broker (S)

Name
Address
ST License ID
Contact
Contact ST License ID
Email
Phone

Settlement Agency

Name Southeastern Title & Abstract Co., Inc
Address 600 Grove Street
 Loudon, TN 37774
ST License ID 964409
Contact Kimberly Thomas
Contact ST License ID 964409
Email thomask@seatitlea.com
Phone

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

	Seller Paid	
	At Closing	Before Closing
LOAN COSTS		
A. Origination Charges		
01 0% of Loan Amount (Points)		
02		
03		
04		
05		
06		
B. Services Borrower Did Not Shop For		
01		
02		
03		
04		
05		
06		
07		
08		
C. Services Borrower Did Shop For		
01 Title - Document Preparation to Southeastern Title & Abstract Co., Inc	\$700.00	
02 Title - Settlement Fee to Southeastern Title & Abstract Co., Inc	\$800.00	
03		
04		
05		
06		
07		
08		
OTHER COSTS		
E. Taxes and Other Government Fees		
01 Recording Fees Deed: \$23.00 Mortgage: \$108.00		
02		
03		
04		
05		
F. Prepays		
01 Homeowner's Insurance Premium		
02 Mortgage Insurance Premium		
03 Prepaid Interest		
04 Property Taxes		
05		
G. Initial Escrow Payment at Closing		
01 Homeowner's insurance		
02 Mortgage insurance		
03 Property taxes		
04		
05		
06		
07		
08		
H. Other		
01		
02		
03		
04		
05		
06		
07		
08		
J. TOTAL CLOSING COSTS	\$1,500.00	

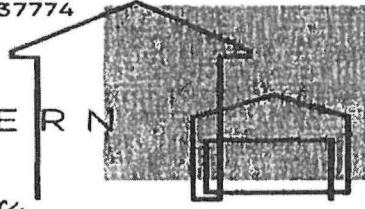
Loudon County, Tennessee, a political subdivision of the State of Tennessee

By: _____
Roland "Buddy" Bradshaw, II, Mayor Date

The City of Loudon, a municipal corporation of the State of Tennessee

By: _____
Jeff Harris, Mayor Date

600 Grove Street, Loudon, TN 37774
Phone: (865) 458-5784
Fax: (865) 458-4016



S O U T H E A S T E R N
T I T L E
& *Abstract Co., Inc.*

Serving East Tennessee since 1985

Property Address

455 Centre Park Drive, Loudon, TN, 37774

CORRECTION AGREEMENT

The undersigned, for and in consideration of the approval, closing and funding of the above referenced property hereby agree and grant Southeastern Title & Abstract Co., Inc. (the "Closing Agent") as settlement agent the right to correct and/or executed and/or initial all typographical or clerical errors discovered in any or all of the closing documents required to be executed by the undersigned at settlement. In the event this agreement is exercised the undersigned will receive a copy of the changes.

COMPLIANCE AGREEMENT

The undersigned agrees, if requested by Closing Agent, to fully cooperate and adjust for omitted signature, and the execution of any or all closing documentation deemed necessary or desirable in the reasonable discretion of the Closing Agent to enable buyers to market said property.

Buyer

Date

Buyer

Date

THIS INSTRUMENT PREPARED BY:
VICTOR C. PANGLE, II, ATTORNEY AT LAW
SOUTHEASTERN TITLE & ABSTRACT CO., INC.
600 Grove Street, Loudon, TN 37774
(865) 458-5784

AFFIDAVIT OF ASSIGNMENT OF LEASE WITH RIGHT OF FIRST REFUSAL AND PURCHASE OPTION

LOUDON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee,
and
THE CITY OF LOUDON, a municipality in Loudon County, Tennessee
and
LOUDON ENTERTAINMENT, LLC, a Tennessee limited liability company,
and
THE WHITENER COMPANY, LLC, a Tennessee limited liability company, after
being duly sworn according to law, would state as follows:

There exists a Ground Lease With Grant of Option to Exercise Right of First Refusal To Purchase dated May 1, 2021 by and between **LOUDON COUNTY, TENNESSEE** and **THE CITY OF LOUDON** (hereinafter **LANDLORD**) and **LOUDON ENTERTAINMENT, LLC.** (hereinafter **TENANT**) for real estate located at **455 Centre Park Drive in Loudon, Tennessee,** being approximately 10.311 acres, identified on **Tax Map 040 as Parcel 105.04,** a Memorandum of said Ground Lease being of record in Trust Book 1528 at Page 489 in the Register's Office for Loudon County, Tennessee.

The **LANDLORD** grants consent to the **TENANT** to assign the said Lease to **THE WHITENER COMPANY, LLC.** (hereinafter **ASSIGNEE**), the terms of which are included in the Ground Lease.

The **ASSIGNEE** wishes to exercise the Option to Purchase, for the agreed purchase price of \$402,400.00, the terms of which are included in Section 15 of said Ground Lease.

Therefore, *under Section 15* **LOUDON COUNTY, TENNESSEE** and **THE CITY OF LOUDON, TENNESSEE** and **LOUDON ENTERTAINMENT, LLC** mutually agree that the Option to Purchase is now transferred to **THE WHITENER COMPANY, LLC** and this Affidavit effectively releases **LOUDON ENTERTAINMENT, LLC** from any further obligation from this Lease, and it is understood that any Lease payments made to **LANDLORD** on behalf of the **TENANT** are non-refundable, but have been transferred to **ASSIGNEE.**

as credits

IN WITNESS WHEREOF, **LOUDON COUNTY, TENNESSEE** and **THE CITY OF LOUDON, TENNESSEE** and **LOUDON ENTERTAINMENT, LLC** and **THE WHITENER COMPANY, LLC** have caused this instrument to be executed this the ____ day of _____, 2026.

LOUDON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee

By: _____
Mayor Buddy Bradshaw

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **BUDDY BRADSHAW** with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence, and who upon oath acknowledged that he is the **MAYOR** of **LOUDON COUNTY, TENNESSEE**, the within named bargainer, and that he as such Officer being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of **LOUDON COUNTY, TENNESSEE** by himself as **MAYOR**.

Witness my hand and seal at office on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Comm. Expires: _____

THE CITY OF LOUDON, a municipality in Loudon County, Tennessee

By: _____
Mayor Jeff Harris

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **JEFF HARRIS** with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence, and who upon oath acknowledged that he is the **MAYOR** of **THE CITY OF LOUDON**, the within named bargainer, and that he as such Officer being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of **THE CITY OF LOUDON** by himself as **MAYOR**.

Witness my hand and seal at office on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Comm. Expires: _____

LOUDON ENTERTAINMENT, LLC., a Tennessee limited liability company

By: _____
GORDON WHITENER, MEMBER

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **GORDON WHITENER** with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence, and who upon oath acknowledged that he is the **MEMBER** of **LOUDON ENTERTAINMENT, LLC, a Tennessee limited liability company**, the within

named bargainer, and that he as such Officer being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of **LOUDON ENTERTAINMENT, LLC.** by himself as **MEMBER.**

Witness my hand and seal at office on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Comm. Expires: _____

THE WHITENER COMPANY, LLC., a Tennessee limited liability company

By: _____
GORDON WHITENER, President

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **GORDON WHITENER** with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence, and who upon oath acknowledged that he is the **PRESIDENT** of **THE WHITENER COMPANY, LLC., a Tennessee limited liability company**, the within named bargainer, and that he as such Officer being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of **THE WHITENER COMPANY, LLC** by himself as **PRESIDENT.**

Witness my hand and seal at office on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Comm. Expires: _____

THIS INSTRUMENT PREPARED BY:
VICTOR C. PANGLE, II, ATTORNEY AT LAW
SOUTHEASTERN TITLE & ABSTRACT CO., INC.
600 GROVE STREET, LOUDON, TN 37774
(865) 458-5784

OWNER AND TAX RESPONSIBILITY:
The Whitener Company, LLC.
Attn: Gordon Whitener

WARRANTY DEED

THIS INDENTURE made this the _____ day of _____, 2026, by and between
LOUDON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee,
and
THE CITY OF LOUDON, a municipality in Loudon County, Tennessee, party of the first part,
and
THE WHITENER COMPANY, LLC., a Tennessee limited liability company, party of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), *and pursuant to that Memorandum of Lease and Right of First Refusal of record in Trust Book 1528 at Page 489, and that Assignment of Lease and Option to Purchase of record in Trust Book _____ at Page _____, all in the Register's Office for Loudon County, Tennessee,* and other good and valuable consideration not recited herein, to him/her in hand paid by the said parties of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed and does hereby grant, bargain, sell and convey unto the said parties of the second part, all of his/her interest whatsoever in and to the following described premises, to-wit:

SITUATED in the First (1st) Civil District of Loudon County, Tennessee, identified on **Tax Map 040 as Parcel 105.04** in the Office of the Property Assessor for said County, within the corporate limits of the City of Loudon, Tennessee, and being all of **LOT 5 of the SUBDIVISION PLAT, CENTRE 75**, containing 10.311 acres, as shown on plat of record in Plat Cabinet F, Slides 12-15 in the Register's Office for Loudon County, Tennessee. To which plat specific reference is here made for a more particular description therein.

BEING a part of the same property conveyed to Loudon County, Tennessee, a political subdivision of the State of Tennessee and the City of Loudon, a municipal corporation of the State of Tennessee, by Warranty Deed dated August 19, 1999 from James P. Purdy and wife, Amy N. Purdy, recorded in Deed Book 247 at Page 610 in the Register's Office for Loudon County, Tennessee.

THIS CONVEYANCE is made subject to those Easements as referenced in Deed Book 247 at Page 610, and as shown on the plat of record in Plat Cabinet F, Slides 12-15, all in the Register's Office for Loudon County, Tennessee.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO that Declaration of Covenants, Conditions and Restrictions of record in Trust Book 557 at Page 792 in the Register's Office for Loudon County, Tennessee.

This transaction was approved at the _____, 2026 meeting of the Loudon County Commission, and in accordance with Resolution _____, Mayor Buddy Bradshaw was given authority to sign all deeds and documents in conjunction with said sale.

This transaction was approved at the _____, 2026 meeting of The Loudon City Council, and in accordance with Resolution No. _____, Mayor Jeff Harris was given authority to sign all deeds and documents in conjunction with said sale.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead therein. TO HAVE AND TO HOLD the said premises to the said party of the second part, their heirs and assigns forever.

AND the said party of the first part, for himself/herself and for his/her successors and assigns, does hereby covenant with the said party of the second part, his/her heirs and assigns, that he/she is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances

EXCEPT 2026 LOUDON COUNTY AND CITY OF LOUDON TAXES NOT YET DUE AND PAYABLE

and that he/she will forever warrant and defend the said premises and the title thereto against any lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on the month and day above written.

WHEREVER IN THIS INSTRUMENT A PRONOUN IS USED, IT SHALL BE CONSTRUED TO REPRESENT EITHER SINGULAR OR PLURAL, AS THE CASE MAY DEMAND.

LOUDON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee

By: _____
Mayor Buddy Bradshaw

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **BUDDY BRADSHAW** with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence, and who upon oath acknowledged that he is the **MAYOR of LOUDON COUNTY, TENNESSEE**, the within named bargainer, and that he as such Officer being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of **LOUDON COUNTY, TENNESSEE** by himself as **MAYOR**.

Witness my hand and seal at office on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Comm. Expires: _____

THE CITY OF LOUDON, a municipality in Loudon County, Tennessee

By: _____
Mayor Jeff Harris

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **JEFF HARRIS** with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence, and who upon oath acknowledged that he is the **MAYOR** of **THE CITY OF LOUDON**, the within named bargainor, and that he as such Officer being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of **THE CITY OF LOUDON** by himself as **MAYOR**.

Witness my hand and seal at office on this the ____ day of _____, 2026.

NOTARY PUBLIC
My Comm. Expires: _____

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is **\$402,400.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this the ____ day of _____, 2026.

NOTARY PUBLIC
MY COMM. EXPIRES: _____

**SELLER/BORROWER AFFIDAVIT AND INDEMNITY
AGREEMENT AS TO LIENS AND DEBTS**

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the undersigned (hereinafter called AFFIANT, whether one or more) and each on his or her oath, deposes and says as follows:

1. Affiant is the owner of the property situated in the **FIRST** Civil District of **LOUDON** County, Tennessee, being identified as **MAP 040-105.04** as shown in the Office of the Property Assessor for **LOUDON** County, and being known as **455 Centre Park Drive, Loudon, TN, 37774** further that they are of legal age and is under no mental disability.
2. Affiant desires to obtain a loan secured by this property and has requested **VICTOR C. PANGLE, II** to certify title to the property, **SOUTHEASTERN TITLE & ABSTRACT COMPANY, INCORPORATED**, to close the transaction and **FIDELITY NATIONAL TITLE INSURANCE COMPANY** to issue a title policy guarantying the title to the property to the Lender OR Affiant desires to sell the property and **SOUTHEASTERN TITLE & ABSTRACT COMPANY, INCORPORATED** is the closing agent OR Affiant desires to sell the property and **VICTOR C. PANGLE, II**, to certify the title to the property, **SOUTHEASTERN TITLE & ABSTRACT COMPANY, INCORPORATED** to close the transaction and **FIDELITY NATIONAL TITLE INSURANCE COMPANY** may be requested to issue an Owners Title Insurance Policy insuring the new owner.
3. In connection therewith, Affiant makes the following statement of facts:
 - a. That Affiant owes no past Federal or State taxes and that there are no delinquent Federal Assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant, nor any actions or proceedings now pending in any State or Federal Court.
 - b. That there are no delinquent real estate taxes or unpaid current real estate taxes, special assessments, or pending assessments except: **EXCEPT 2026 LOUDON COUNTY & CITY OF LOUDON TAXES NOT YET DUE.**
 - c. All labor and material used in the construction of improvements or repairs (if any) on the Property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the Property, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens or claims against the Property.
 - d. That there are no judgment liens filed against the Affiant.
 - e. That there are no bankruptcy proceedings or divorce proceedings now pending against the Affiant in Federal or State Court.

- f. That Affiant knows of no adverse claim to the Property and that so far as Affiant knows, there are no encroachments or boundary conflicts.
- g. That Affiant has not sold, contracted to sell, or conveyed any part of the property.
- h. There are no security interests securing fixtures located on the property, such as central heat and air conditioning systems, heat pumps, windows, doors, or insulation which have been purchased on time payment contracts and secured by UCC Financing Statements, Security Agreements or otherwise, except the following:
 NONE or _____
- i. That there are no loans of any kind on the property except as follows:
 NONE or _____

Affiant acknowledges that but for the making of the hereinabove statements of fact relative to the property, Victor C. Pangle, II, Attorney, would not certify title to the property and/or Southeastern Title & Abstract Company, Incorporated would not close the transactions, and/or Fidelity National Title Insurance Company would not issue a title policy on the Property and that such statements have been made as a material inducement for the services they provide.

INDEMNITY: I/We agree to pay on demand to the purchasers and/or Lender and/or title company in this transaction, their successor and assigns, all amounts secured by any and all liens, claims, or rights now shown above, together with all cost, loss, liens or claims or rights either currently against the property, or a part hereof, or that are subsequently established against the property and are created by me/us, known to me/us, or have an inception date prior to the closing of this transaction and recording of the deed and/or mortgage.

Witness my hand and seal this the _____ day of _____, 2026.

LOUDON COUNTY, TENNESSEE

BY: _____
BUDDY BRADSHAW, MAYOR

Sworn to and subscribed before me this the _____ day of _____, 2026.

_____ My Comm. Expires: _____
 Notary Public

**SELLER/BORROWER AFFIDAVIT AND INDEMNITY
AGREEMENT AS TO LIENS AND DEBTS**

STATE OF TENNESSEE
COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the undersigned (hereinafter called AFFIANT, whether one or more) and each on his or her oath, deposes and says as follows:

1. Affiant is the owner of the property situated in the **FIRST** Civil District of **LOUDON** County, Tennessee, being identified as **MAP 040-105.04** as shown in the Office of the Property Assessor for **LOUDON** County, and being known as **455 Centre Park Drive, Loudon, TN, 37774** further that they are of legal age and is under no mental disability.
2. Affiant desires to obtain a loan secured by this property and has requested **VICTOR C. PANGLE, II** to certify title to the property, **SOUTHEASTERN TITLE & ABSTRACT COMPANY, INCORPORATED**, to close the transaction and **FIDELITY NATIONAL TITLE INSURANCE COMPANY** to issue a title policy guarantying the title to the property to the Lender OR Affiant desires to sell the property and **SOUTHEASTERN TITLE & ABSTRACT COMPANY, INCORPORATED** is the closing agent OR Affiant desires to sell the property and **VICTOR C. PANGLE, II**, to certify the title to the property, **SOUTHEASTERN TITLE & ABSTRACT COMPANY, INCORPORATED** to close the transaction and **FIDELITY NATIONAL TITLE INSURANCE COMPANY** may be requested to issue an Owners Title Insurance Policy insuring the new owner.
3. In connection therewith, Affiant makes the following statement of facts:
 - a. That Affiant owes no past Federal or State taxes and that there are no delinquent Federal Assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant, nor any actions or proceedings now pending in any State or Federal Court.
 - b. That there are no delinquent real estate taxes or unpaid current real estate taxes, special assessments, or pending assessments except: **EXCEPT 2026 LOUDON COUNTY AND CITY OF LOUDON TAXES NOT YET DUE.**
 - c. All labor and material used in the construction of improvements or repairs (if any) on the Property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the Property, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialman's liens or claims against the Property.
 - d. That there are no judgment liens filed against the Affiant.
 - e. That there are no bankruptcy proceedings or divorce proceedings now pending against the Affiant in Federal or State Court.

- f. That Affiant knows of no adverse claim to the Property and that so far as Affiant knows, there are no encroachments or boundary conflicts.
- g. That Affiant has not sold, contracted to sell, or conveyed any part of the property.
- h. There are no security interests securing fixtures located on the property, such as central heat and air conditioning systems, heat pumps, windows, doors, or insulation which have been purchased on time payment contracts and secured by UCC Financing Statements, Security Agreements or otherwise, except the following:
 NONE or _____
- i. That there are no loans of any kind on the property except as follows:
 NONE or _____

Affiant acknowledges that but for the making of the hereinabove statements of fact relative to the property, Victor C. Pangle, II, Attorney, would not certify title to the property and/or Southeastern Title & Abstract Company, Incorporated would not close the transactions, and/or Fidelity National Title Insurance Company would not issue a title policy on the Property and that such statements have been made as a material inducement for the services they provide.

INDEMNITY: I/We agree to pay on demand to the purchasers and/or Lender and/or title company in this transaction, their successor and assigns, all amounts secured by any and all liens, claims, or rights now shown above, together with all cost, loss, liens or claims or rights either currently against the property, or a part hereof, or that are subsequently established against the property and are created by me/us, known to me/us, or have an inception date prior to the closing of this transaction and recording of the deed and/or mortgage.

Witness my hand and seal this the _____ day of _____, 2026.

THE CITY OF LOUDON, TENNESSEE

BY: _____

JEFF HARRIS, MAYOR

Sworn to and subscribed before me this the _____ day of _____, 2026.

_____ My Comm. Expires: _____

Notary Public



Fidelity National Title Insurance Company

**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

Fidelity National Title Insurance Company

By: 

President

ATTEST: 

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

ALTA Commitment for Title Insurance (7-1-21)

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Fidelity National Title Insurance Company

- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Southeastern Title & Abstract Co., Inc
Issuing Office: 600 Grove Street
Loudon, TN 37774
Issuing Office's ALTA® Registry ID: 1061049
Loan ID Number:
Commitment Number: 810318
Issuing Office File Number: 810318
Property Address: 455 Centre Park Drive, Loudon, TN 37774
Revision Number: 1

SCHEDULE A

1. Commitment Date: May 8, 2026 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: The Whitener Company, LLC., a Tennessee limited liability company LLC, a Tennessee Limited Liability Company
Proposed Amount of Insurance: \$402,400.00
The estate or interest to be insured: fee simple
 - b. 2021 ALTA Loan Policy
Proposed Insured: Citizens Bank & Trust, Inc.
Proposed Amount of Insurance: \$760,000.00
The estate or interest to be insured: fee simple
3. The estate or interest in the Land at the Commitment Date is: fee simple
4. The Title is, at the Commitment Date, vested in: Loudon County, Tennessee, a political subdivision of the State of Tennessee, and The City of Loudon, a municipal corporation of the State of Tennessee

Being the same property conveyed to Loudon County, Tennessee, a political subdivision of the State of Tennessee, and The City of Loudon, a municipal corporation of the State of Tennessee by Deed dated August 19, 1999 from James Purdy and wife, Amy N. Purdy, recorded August 20, 1999, in Book 247, Page 610, in the Official Records of Loudon County, Tennessee.
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

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Fidelity National Title Insurance Company

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SOUTHEASTERN TITLE & ABSTRACT CO., INC

600 Grove Street, Loudon, TN 37774

Telephone: (865) 458-5784

Countersigned by:

By: 
Authorized Signatory

Kimberly Thomas, License #964409

Southeastern Title & Abstract Co., Inc, License # 964409

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Duly authorized and executed Deed from Loudon County, Tennessee, a political subdivision of the State of Tennessee, and The City of Loudon, a municipal corporation of the State of Tennessee, to The Whitener Company, LLC., a Tennessee limited liability company LLC, a Tennessee Limited Liability Company, to be executed and recorded at closing.
6. Duly authorized and executed Deed of Trust from The Whitener Company, LLC., a Tennessee limited liability company LLC, a Tennessee Limited Liability Company, to Citizens Bank & Trust, Inc., securing its loan in the amount of \$760,000.00.
7. Execution of an Assignment of Lease and Right of First Refusal executed by Loudon Entertainment, LLC. to The Whitener Group, LLC. to be signed by all parties and recorded at closing.
8. Release of Deed of Trust dated July 18, 2024, to Victor C. Pangle, II, Trustee, securing Citizens Bank and Trust LLC, in the amount of \$282,892.30, said instrument is of record in Trust Book 1699, at Page 589, in the Register's Office for Loudon County, Tennessee. **TO BE PAID AND RELEASED AT CLOSING.**
9. Release of State Tax Lien against Loudon Entertainment, LLC and Loco Drive-In, recorded on July 8, 2024 in Lien Book 59 at Page 54 in the Register's Office for Loudon County, Tennessee. **TO BE PAID AND RELEASE AT CLOSING.**
10. Review of Certificate of Good Standing from Tennessee Secretary of State regarding status of The Whitener Company, LLC.
Review of organization documents of The Whitener Company, LLC. to determine who is authorized to sign on behalf of the company, and a resolution specifically approving the sale of this property and ratifying officer(s) to sign on behalf of the company.
11. Review of Commission Meeting Minutes of Loudon County, Tennessee to determine who is authorized to sign on behalf of the political subdivision, and a resolution specifically approving the sale of this property and ratifying officer(s) to sign on behalf of the political subdivision.

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12. Review of Commission Meeting Minutes of City of Loudon, Tennessee to determine who is authorized to sign on behalf of the municipality, and a resolution specifically approving the sale of this property and ratifying officer(s) to sign on behalf of the municipality.
13. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

Parcel 040-105.04:

Property is tax exempt for 2025 for Loudon County and City of Loudon taxes.

Additional Collateral:

Parcel 041B-A-004.00:

2025 Loudon County taxes were paid on December 19, 2025 in the amount of \$122.00 (Bill No. 36057).

2025 City of Loudon taxes were paid on December 22, 2025 in the amount of \$82.35 (Bill No. 4505).

Parcel 041B-A-005.00:

2025 Loudon County taxes were paid on December 19, 2025 in the amount of \$1336.00 (Bill No. 36058).

2025 City of Loudon taxes were paid on December 22, 2025 in the amount of \$899.16 (Bill No. 4506).

Parcel 041B-A-006.00:

2025 Loudon County taxes were paid on December 19, 2025 in the amount of \$1408.00 (Bill No. 36059).

2025 Loudon County Personal Property taxes (billed to Serendipity Boutique) are past due and payable in the amount of \$56.00 (Base Amt. \$55.00/Bill No. 29460). TO BE COLLECTED AND PAID AT CLOSING.

2025 City of Loudon taxes were paid on December 22, 2025 in the amount of \$947.24 (Bill No. 4507).

2025 City of Loudon Personal property taxes (billed to Serendipity Boutique) are past due and payable in the amount of \$ (Base Amt. \$35.34/Bill No. 29460). TO BE COLLECTED AND PAID AT CLOSING

14. Parcel 040-105.04: 2026 Loudon County and City of Loudon taxes are not yet due and payable, and property will not be taxed until the 2027 tax year.
15. Parcels 041B-A-004.00, 005.00, and 006.00: 2026 Loudon County and City of Loudon taxes are not yet due.
16. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

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17. 24 Month Chain of Title:

Parcel 040-105.04: Warranty Deed dated August 19, 1999 from James P. Purdy and wife, Amy N. Purdy to Loudon County, Tennessee, a political subdivision of the State of Tennessee, and the City of Loudon, a municipal corporation of the State of Tennessee, recorded in Deed Book 247 at Page 610 in the Register's Office for Loudon County, Tennessee.

Parcels 041B-A-004.00, 005.00, & 006.00: Warranty Deed dated July 18, 2024 from The City of Loudon, a municipality in Loudon County, Tennessee to The Whitener Company, LLC., a Tennessee limited liability company of record in Deed Book 475 at Page 724 in the Register's Office for Loudon County, Tennessee. Quit Claim Deed dated July 5, 2018 from Loudon Merchants and Property Owners Association, Inc., a Tennessee corporation to The City of Loudon, a municipality in Loudon County, Tennessee of record in Deed Book 405 at Page 77 in the Register's Office for Loudon County, Tennessee.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements, or claims of easements not shown by the public records.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Loudon County and City of Loudon taxes for the year 2026 and thereafter are a lien on the insured property, but not yet due.
9. Parcel 040-105.04: Any claims arising from all matters and notes shown on the plat of record in Plat Cabinet F at Page 12 in the Register's Office for Loudon County, Tennessee, including that Sanitary Sewer Easement, that 20' Easement for Drainage in favor of Parcel 026.02, and that 15' Easement for the installation and maintenance of fencing in favor of Loudon County and The City of Loudon inside all lot lines along right of ways.
10. Parcel 040-105.04: Any claims arising from those exceptions of record in Deed book 247 at Page 610 in the Register's Office for Loudon County, Tennessee.
11. Parcel 040-105.04: Any claims arising from that Declaration of Covenants, Conditions, and Restrictions of record in Trust Book 577 at Page 792 and per plats of record in the Register's Office for Loudon County, Tennessee.

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12. Parcel 040-105.04: Any claims arising from that Memorandum of Lease and Right of First Refusal of record in Trust Book 1528 at Page 489, as Assigned in Trust Book _____ at Page _____, all in the Register's Office for Loudon County, Tennessee.
13. Parcel 041B-A-004.00, 005.00 & 006.00: Any claims arising from that unrecorded easement agreement between Smullen and Loudon Merchant's and Property Owners Association.
14. Parcel 041B-A-004.00, 005.00 & 006.00: Any claims arising from any unrecorded party wall agreements.
15. Parcel 041B-A-004.00, 005.00 & 006.00: Any claims arising from any unrecorded leases on the insured property.

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**EXHIBIT A
LEGAL DESCRIPTION**

SITUATED in the First (1st) Civil District of Loudon County, Tennessee, identified on Tax Map 040 as Parcel 105.11.00 in the Office of the Property Assessor for said County, within the corporate limits of the City of Loudon, Tennessee, and being all of LOT 5 of the SUBDIVISION PLAT, CENTRE 75, containing 10.311 acres, as shown on plat of record in Plat Cabinet F, Slides 12-15 in the Register's Office for Loudon County, Tennessee. To which plat specific reference is here made for a more particular description therein.

BEING the same property conveyed to The Whitener Company, LLC., a Tennessee limited liability company, by Warranty Deed from Loudon County, Tennessee, a political subdivision of the State of Tennessee and the City of Loudon, a municipal corporation of the State of Tennessee, recorded in Deed Book _____ at Page _____ in the Register's Office for Loudon County, Tennessee.

THIS CONVEYANCE is made subject to those Easements as referenced in Deed Book 247 at Page 610, and as shown on the plat of record in Plat Cabinet F, Slides 12-15, all in the Register's Office for Loudon County, Tennessee.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO that Declaration of Covenants, Conditions and Restrictions of record in Trust Book 557 at Page 792 in the Register's Office for Loudon County, Tennessee.

Additional Collateral:

THEATRE BUILDING: SITUATED in the First Civil District of Loudon County, Tennessee, identified on Tax Map 041A (CTL Map 041B) Group A as Parcel 005.00 in the Office of the Property Assessor for said County, within the corporate limits of the City of Loudon, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at the point where the North property line of H.H. Giffin and Henry R. Bell reaches and joins Grove Street, and running thence (1) North with said Grove Street a distance of twenty-five (25) feet to the property of the aforesaid Edith R. Ramsey; thence (2) West with the line of the Ramsey property and the line of parcel of land owned by C.P. Taliaferro a distance of 104 feet; thence (3) South with the line of H.H. Giffin, and Henry R. Bell a distance of 25 feet and thence (4) East with the line of Giffin and Bell a distance of 104 feet to the point of BEGINNING on Grove Street.

Also a lot or parcel of ground being an outlet for the Theatre Building 4 feet wide extending back to the Southern Railway property and described as follows: BEGINNING in line of Theatre Building corner of J.D. Roberson lot; thence with Roberson lot North 6 % deg. West 4 feet; thence leaving Roberson and running with C.P. Taliaferro property South 77 % deg. West 50 feet to Railroad property; thence with Railway property South 28 1 deg. East 4 feet to point in line with wall of Loudon Motor Company Repair Shop; thence North 77 % deg. East 49 7/8 feet to the BEGINNING.

COURTYARD: Situated in the First Civil District of Loudon County, Tennessee, identified on Tax Map 041A (CTL Map 041B) Group A Parcel 004 in the Office of the Property Assessors Office for said County, within the corporate limits of the City of Loudon, Tennessee, and being more particularly bounded and described in two tracts as follows:

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TRACT 1: BEGINNING at the Northeast corner of the building on Grove Street, now known as the Lyric Theatre, and running thence up Grove Street towards the Southern Railway Depot, a distance of twenty-five (25) feet to a stake; thence in a westerly direction one hundred (100) feet; thence in a Southerly direction and parallel with Grove Street, twenty-five (25) feet to the said Lyric Theatre building; thence in an easterly direction and with said building one hundred (100) feet to the BEGINNING.

TRACT 2: BEGINNING at a set nail in the right-of-way line of Grove Street, corner with property of Phillips (business known as the Hair Barn); thence with the right- of-way line of Grove Street, South 34 deg. 25 min. 00 sec. E. 12.5 feet to a point, said point being the center of the "Courtyard" of the Loudon Merchants and Property Owners Association; thence leaving the right-of-way line of Grove Street and with the center of the "Courtyard" South 50 deg. 05 min. 06 sec. W. 101.41 feet to a point; thence with Tax Map 41A Group A Parcel 2.00, North 40 deg. 05 min. 18 sec. W. 12.5 feet to an iron rod set at a wall in the property of Phillips (business known as the Hair Barn); thence with the property of Phillips, North 50 deg. 21 min. 17 sec. E. 103.70 feet to the point of BEGINNING.

Tract Two was conveyed to evidence full satisfaction of a boundary line issue regarding ownership of a portion of the "Courtyard" which is located between the Loudon Merchants and Property Owners Association (Lyric Theatre) property and Phillips (Hair Barn) property.

RETAIL BUILDING: SITUATED in the First Civil District of Loudon County, Tennessee, identified on Tax Map 041B Group A Parcel 006.00 in the Office of the Property Assessor for said County, bearing the address of 322 Grove Street (now known as 322 Commerce Street), Loudon, TN 37774, and being more particularly described in the following two tracts:

TRACT ONE: BEGINNING at the Northwest corner of Grove Street where Southern Railway crosses with its river tract; thence with the line of Southern Railway Company in a Northwest direction one hundred twenty three (123) feet to the line of Southern Railway Company; thence in a northerly direction along the Southern Railway Company forty-four (44) feet; thence in a southeast direction one hundred and twenty three (123) feet, more or less, to Grove Street; thence along Grove Street forty-four (44) feet to the BEGINNING.

TRACT TWO: BEGINNING at a point 4 feet south in line with Theatre wall; thence running in a southwest direction thirty-three (33) feet, more or less, to Southern Railway property; thence Southeast twenty-five (25) feet, more or less, to work shop wall; thence northeast with shop, sixteen (16) feet, more or less, to wall of garage; thence four (4) feet northwest with garage wall; thence northeast with garage wall eleven (11) feet to within four (4) feet of Theatre wall; thence northwest to the beginning, including all of the land inside the above mentioned boundary.

BEING the same property conveyed to The Whitener Company, LLC, a Tennessee limited liability company, by Warranty Deed dated July 18, 2024 from The City of Loudon, a municipality in Loudon County, Tennessee recorded in Deed Book 475 at Page 724 in the Register's Office for Loudon County, Tennessee.

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ENDORSEMENT

Attached to Policy No.

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policy
unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;
 - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c. Damage to an Improvement located on the Land, at Date of Policy:

- i. that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
 - ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
 - d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
 - e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

DATE: _____, 20__



Fidelity National Title
Insurance Company

By: _____
Authorized Signatory

ENDORSEMENT

Attached to Policy No.

Issued By
Fidelity National Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: _____, 20____



Fidelity National Title Insurance Company

Authorized Signatory

