318
BASS
Laura

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-3001

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Shop at Home Holdings, Inc. 10001 Kingston Pike Knoxville, TN 37922	Same	163/229

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, SHOP AT HOME NETWORK, LLC, a Tennessee limited liability company ("Grantor") has bargained and sold, and hereby transfers and conveys unto SHOP AT HOME HOLDINGS, INC., a Tennessee corporation ("Grantee"), its successors and assigns, certain real property in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference.

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

This is improved property known as 5388 Hickory Hollow Parkway, Antioch, Tennessee 37013.

Said property is conveyed subject to matters shown on Exhibit B attached hereto.

Grantor covenants and binds itself and its successors to warrant specially and defend to Grantee forever the title to said property against the lawful claims of all persons claiming through and under Grantor (excluding claims arising out of the matters set forth on Exhibit B), but no further or otherwise.

[*Signature Page Follows*]

Davidson County DEEDWARR
Recvd: 06/23/06 15:05 4 pgs
Fees:23.00 Taxes:13201.36
20060623-0075545

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused same to be executed as of the 23rd day of June, 2006.

SHOP AT HOME NETWORK, LLC

By: _____

Title: _____

George J. Phillips
SVP & General Counsel

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, George J. Phillips, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the SVP + General Counsel of Shop at Home Network, LLC, a limited liability company, and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this 23rd day of June, 2006.

DEBORAH L. BUTLER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Deborah L. Butler
Notary Public

My Commission Expires:

7-21-07

My Commission Expires JULY 21, 2007

STATE OF TENNESSEE

COUNTY OF Tennessee

The actual consideration or value (whichever is greater) for this transfer is $ 3,567,935.00

Affiant

Subscribed and sworn to before me, this 23rd day of June, 2006.

LAURA LINCOLN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
COMMISSION EXPIRES NOVEMBER 22, 2008

Notary Public

My Commission Expires:

_____

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Parcel 2 on the plan of the Resubdivision of Lot "L" of the First Revision, Section Thirteen, Hickory Hollow Mall, as shown on plat of record in Plat Book 8250, page 849, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Partners-Sath, L.L.C. by deed of record in Book 10750, page 431, said Register's Office. Pursuant to Articles of Merger recorded at Instrument No. 20021018-0128459, said Register's Office, the name of the company is now known as Shop at Home Network, LLC.

TOGETHER with easement as set forth in Reciprocal Easement Agreement recorded in Book 11115, page 393, said Register's Office.

TOGETHER with easement as set forth in Easement Agreement recorded in Book 11115, page 401, said Register's Office.

EXHIBIT B

1. Taxes for 2006 and thereafter, a lien not yet due and payable.
2. Storm Water Detention Agreement of record in Book 7547, page 619.
3. Easement to Gulf Interstate Gas as set forth in instrument recorded in Book 2203, page 577, as modified in Book 5118, page 792, together with Memorandum of Agreement of record in Book 7886, page 594.
4. Easement to Pipeline Company as set forth in instrument recorded in Book 2875, page 299, as modified in Book 5118, page 797.
5. Covenants, conditions restrictions, etc. set forth in restrictions recorded in Book 5125, page 769 and Book 5189, page 947; Second Amendment in Book 5337, page 933, re-stated and amended in Book 5441, page 968, as amended in Book 5792, page 491, Second Amendment in Book 5951, page 26, Third Amendment in Book 6011, page 163; Fourth Amendment in Book 6095, page 948.
6. All matters shown on plat recorded in Book 8250, page 849.
7. Reciprocal Easement Agreement recorded in Book 11115, page 393, said Register's Office.
8. Easement Agreement recorded in Book 11115, page 401, said Register's Office.