Davidson County DEEDWARR
Recvd: 08/01/06 09:57 5 pgs
Fees:28.00 Taxes:7770.00
20060801-0093111

THIS INSTRUMENT PREPARED BY:
Richard B. Gossett, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
633 Chestnut Street, Suite 1800
Chattanooga, Tennessee 37450

ADDRESS NEW OWNER
Geneva Nashville RE, LLC
34.00
8015 Piedmont Tried Parkway, Suite 100
Map 148; Parcel 33.00
Greensboro, NC 27409

SEND TAX BILLS TO:
Same

MAP PARCEL
Map 148; Parcel

STATE OF TEXAS
COUNTY OF COMAL

The actual consideration or value, whichever is greater, for this transfer is $2,100,000.00.

W.M. "Rusty" Rush, Affiant

Subscribed and sworn to before me this the 28th day of July, 2006.

IRMA EMORY
MY COMMISSION EXPIRES
December 16, 2009

Notary Public

My Commission Expires: 12/16/09

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Rush Truck Centers of Tennessee**, Inc., a Delaware corporation, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **Geneva Nashville RE, LLC**, a North Carolina limited liability company, hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

The Property is transferred subject to the matters set forth on **Exhibit "B**."

This is improved property known as 115 Haywood Lane, Antioch, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except as listed on **Exhibit B**; and GRANTOR does further covenant and bind itself, its successors, assigns and representatives, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise.

Except as specifically set forth in this Special Warranty Deed, in the Purchase Agreement between GRANTOR and Geneva Holdings, Inc. dated March 10, 2006 or in any other document or written agreement delivered by GRANTOR in connection with the closing of the transaction described in such Purchase Agreement, GRANTOR specifically disclaims any and all warranties, express or implied, oral or written, as to the current physical, environmental or structural condition of the Real Property, as well as all improvements, buildings, equipment and facilities, all of which is sold **"AS IS and WITH ALL FAULTS". GRANTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF HABITABILITY, TENANTABILITY, SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMANCE TO MODELS, OR OTHERWISE**.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this, the 28th day of July, 2006, to be effective as of July 31, 2006.

GRANTOR:

Rush Truck Centers of Tennessee, Inc., a
Delaware Corporation

By: _____
W.M. "Rusty" Rush, President

(ACKNOWLEDGMENT)

STATE OF TEXAS

COUNTY OF COMAL

Before me, the undersigned, a Notary Public of said County and State, personally appeared W.M. "RUSTY" RUSH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of **Rush Truck Centers of Tennessee, Inc.**, the within named bargainor, a Delaware corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Comal County, Texas, this the 28th day of July, 2006.

IRMA EMORY
MY COMMISSION EXPIRES
December 16, 2009

Notary Public

My Commission Expires: 12/16/09

N MBH 588628 v1
0-0 07/26/2006

EXHIBIT "A"

Legal Description

Land in Davidson County, Tennessee, being Lots No. 1 and 2 on the Plat of Peterbilt Subdivision, of record in Plat Book 5200, page 13, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Rush Truck Centers of Tennessee, Inc., a Delaware corporation, by deed from Highland Park Land Company, a Texas corporation, of record in Instrument No. 20050209-0015159, Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

Permitted Title Exceptions

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Metropolitan Government and Davidson County taxes for the year 2006 and subsequent years, which are a lien, but not yet due and payable.

2. Title to any portion of said land lying in the bed or banks of Mill Creek, the rights of upper and lower riparian owners to the free and unobstructed flow of the water of said creek, without diminution or pollution, and the consequence of any past or future change in the location of said creek.

3. Permanent Easement and Right of Way for street purposes of record in Book 6314, page 231, Register's Office of Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Water Mains and Appurtenances of record in Book 7492, page 623, Register's Office of Davidson County, Tennessee.

5. Easement for 50 foot ingress and egress of record in Book 5220, page 638, Register's Office of Davidson County, Tennessee.

6. Lack of direct access to and from controlled access highway (I-24) from the subject property.

7. Any rights, easements, interests or claims which may exist by reason of or reflected by any matters shown on the survey prepared by Charles B. Moseley, Jr., RLS No. 778, Land Surveying Services, Brentwood, Tennessee, dated December 13, 2002, revised December 23, 2002, updated October 15, 2004 and updated May 26, 2006, File #426-02.