This Instrument Was Prepared By:
Cynthia S. Kessler, Attorney at Law
624 Lakeside Dock Drive
Kingsport, Tennessee 37663

Davidson County DEEDWARR
Recvd: 12/04/06 13:01 5 pgs
Fees:28.00 Taxes:4741.48
20061204-0149223

Special Warranty Deed

This Special Warranty Deed is made and entered into as of the 1st day of December, 2006 by and between **NENR Investments, LLC**, a Tennessee limited liability company ("Grantor") and **Bayrock Investment Co.**, a North Carolina general partnership, ("Grantee").

WITNESSETH:

THAT for and in consideration of Ten Dollars ($10) cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor has bargained and sold and does hereby grant, transfer and convey with special warranty of title, unto Grantee, its successors and assigns, that certain property, together with all rights, hereditaments, and appurtenances appertaining thereto, located in Davidson County Tennessee, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto Grantee its successors and assigns, in fee simple forever.

Grantor covenants to Grantee that it is lawfully seized and possessed of said property; that it has good and lawful right to convey same; that it has not taken nor permitted any action to encumber said property except for those matters reflected on Exhibit B attached hereto and for the year 2007 and subsequent years' real property taxes; and that it shall forever warrant and defend the title to the herein described property against the good and lawful claims of all persons whomsoever claiming through Grantor, but not otherwise.

WITNESS THE SIGNATURE of Grantor as of the date first above written.

NENR Investments, LLC.,

By: _____
Title: Chief Manager

STATE OF Tennessee

COUNTY OF Davidson

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **William G. Wallis, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of **NENR Investments, LLC**, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself Chief Manager.

WITNESS my hand and official seal at office, this 1 day of December 2006.

_____
NOTARY PUBLIC

My commission expires:

7/21/07

ANDREW B. GIBSON, JR.
Notary Public At Large
DAVIDSON COUNTY, TENN.
My Commission Expires
July 21, 2007

STATE OF North Carolina

COUNTY OF Mecklenburg

The undersigned affiant being first duly sworn, makes oath that the actual consideration for the foregoing transfer, or the value of the property described herein, whichever is greater, is $ 1,281,481.00.

Matthew Bogdon

Affiant

SWORN TO AND SUBSCRIBED before me, this the 28th day of November, 2006.

ANGELA PIERCE
NOTARY PUBLIC
MECKLENBURG COUNTY, N.C.
My Commission Expires 5-22-2010

Angela Pierce

NOTARY PUBLIC

My commission expires:

5-22-2010

Name and Address of Property Owner:

Bayrock Investment Co.
1031 S. Caldwell Street, Suite 101
Charlotte, NC 28203

Send Tax Notices to:

Same Address

MAP 75, PARCEL 169

EXHIBIT A

LEGAL DESCRIPTION

Located in Davidson County Tennessee and more particularly described as:

Being Lot No. 5 on the Plan of Resubdivision of Lot 4&5, Hermitage Market Place, of record in Plat Book 8250, page 748, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Together with rights, benefits and uses derived from that perpetual non-exclusive easement for parking and vehicular and pedestrian ingress and egress, among other rights as conveyed in that certain Agreement Concerning Access Driveways of record in Book 10484, page 821 of the Register's Office for Davidson County Tennessee and that certain Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607; and Book 10484, page 833, of said Register's Office

And being the same property conveyed to Grantor Deed of record in the Register's Office for Davidson County Tennessee as Instrument No. 20060731-0092856.

Exhibit B

Permitted Exceptions

The following matters shall be considered permitted encumbrances to the warranty of title set forth in the Special Warranty Deed to which this exhibit is attached and incorporated within; but only to the extent that such matters validly exist and are in effect, and reference herein shall not be deemed a revival, ratification or affirmation of same.

1. Real property taxes not yet due and payable.

2. All matters shown on the Plan of record in Plat Book 8250, page 748, Register's Office for Davidson County, Tennessee.

3. Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607; and Book 10484, page 833, Register's Office for Davidson County, Tennessee.

4. Storm Water Detention Agreement of record in Book 7323, page 649, said Register's Office.

5. Agreement Concerning Access Driveways of record in Book10484, page 821, said Register's Office.

6. Grant of Underground Utility Easement of record in Book 10689, page 80, of said Register's Office.

7. That certain Commercial Lease dated July 21, 2006 with Starbucks Corporation.