Davidson County DEEDWARR
Recvd: 12/21/07 10:49 3 pgs
Fees:18.00 Taxes:4902.50
20071221-0146491

SPECIAL WARRANTY DEED

This instrument was prepared by Perrone & Young, 109 Westpark Dr., Ste. 330, Brentwood, TN 37027 (PRY)

Address New Owner	Send Tax Bills To:	Map/Parcel
Geneva Brentwood RE, LLC 8015 Piedmont Triad Parkway Greensboro, NC 27409	Same	Map: 170.0 Parcel 8.0

State of Tennessee)
County of Williamson)

The actual consideration or value for this transfer, whichever is greater, is $1,325,000.00.

Affiant

Sworn to and subscribed before me this 14th day of December 2007.

My commission expires: 1-30-10

Notary Public

REBECCA L. CAREY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

For and in consideration the sum of Ten Dollars ($10) cash in hand paid by the grantee, hereinafter named, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, **SC Ventures Partnership** (the "Grantor"), a Tennessee general partnership, has this day bargained and sold and does hereby transfer and convey unto the said **Geneva Brentwood RE, LLC** (hereinafter "Grantee"), a North Carolina limited liability company, its successors and assigns, certain real estate in Davidson County, Tennessee, described below as:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Resubdivision of Tract I, Maryland Farms East Park Subdivision, of record in Plat Book 6250, Page 1, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said lot.
>
> BEING the same property conveyed to SC Ventures Partnership, a Tennessee general partnership, by deed from John A. Lee, Jr. of record as Instrument No. 20050207-0014133, Register's Office for Davidson County, Tennessee.

THIS IS IMPROVED PROPERTY KNOWN AS: 5038 Thoroughbred Lane, Brentwood, Davidson County, Tennessee, 37027.

To have and to hold said real estate, with the appurtenances, estate, title, and interest belonging to the said Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of the said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as shown on **Exhibit A**.

Grantor further covenants and binds itself, its successors, assigns, and representatives to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

Witness its hand this 14th day of December 2007.

GRANTOR: SC Ventures Partnership, a Tennessee general partnership

By its Partner: Thomas Smith Capital, L.P., a Tennessee limited partnership, f/k/a Aston Capital, L.P., a Tennessee limited partnership,

By its General Partner:

Smith Investment Corp, a Tennessee corporation,

THOMAS S. SMITH, President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Thomas S. Smith**, 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 Smith Investment Corp., a Tennessee corporation, the general partner of Thomas Smith Capital, L.P., a Tennessee limited partnership, f/k/a Aston Capital L.P., a Tennessee limited partnership, a partner of **SC Ventures Partnership**, a Tennessee general partnership, the within named bargainor, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and seal, at office in Brentwood, Tennessee, this 14th day of December 2007.

REBECCA L. CAREY STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

NOTARY PUBLIC

My Commission Expires:
1-30-10

EXHIBIT A

[Permitted Exceptions]

1. Taxes for the year 2008 and subsequent years, a lien, but not yet due and payable. Payment thereof expressly assumed by the Grantee.
2. All matters shown on the Plan of Record in Plat Book 6250, Page 1, said Register's Office.
3. Foreign Charter of Geneva Holdings, Inc. of record in Instrument No. 20040128-0010702, said Register's Office.
4. If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603 et seq.
5. No insurance is afforded as to the acreage or square footage contained in the insured property.
6. Declaration of Restrictive Covenants and Owner's Association for Maryland Farms East Park of record in Book 6185, Page 274, said Register's Office.
7. Declaration of Restrictive Covenants and Owner's Association for Churchill Place of record in Book 6269, Page 520, in said Register's Office, as amended by First Amendment to Declaration of Restrictive Covenants and Owners Association for Churchill Place of record in Instrument No. 20040312-0028674, said Register's Office.
8. Restrictive Covenant of record in Book 6311, Page 329, said Register's Office.