File No. 21233-6
Box 14-A

Prepared by: J. Greer Cummings, Jr.
Boult, Cummings, Conners & Berry, PLC
1600 Division Street, Suite 700
Nashville, TN 37203

Address new owners as follows:	Send tax bills to:	Map-Parcel Nos.:
Robert L. Stewart, et ux. 105 Haywood Lane Antioch, Tennessee 37013	Same	Map 148 Parcel 33

Davidson County DEEDWARR
Recvd: 05/19/08 10:34 8 pgs
Fees:43.00 Taxes:1387.50
20080519-0050954

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT GENEVA HOLDINGS, INC., a North Carolina corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by the Grantees hereinafter named, whose mailing address is 105 Haywood Lane, Antioch, Tennessee 37013, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, terms and provisions hereinafter set forth and described, has BARGAINED and SOLD, and by these presents does hereby TRANSFER and CONVEY, unto ROBERT L. STEWART and wife, SARITA M. STEWART (collectively, "Grantees"), their heirs and assigns, certain real property situated in Davidson County, Tennessee, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all rights, tenements, hereditaments, easements, privileges and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to (i) all roads, alleys, streets and rights-of-way bounding the real property described on Exhibit A and (ii) all strips or gores (collectively the "Property").

This conveyance, and all covenants and warranties contained herein, are made subject to the restrictions on the Property set forth on Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Restrictions") and subject to those exceptions set forth on Exhibit B-1 attached hereto and made a part hereof for all purposes (collectively, together with the Restrictions, the "Permitted Exceptions").

Metro Public Works recognizes the following addresses for this improved property: 2001 Antioch Pike, Antioch, Tennessee 37013, and 105 Haywood Lane, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging, subject to the Permitted Exceptions, as aforesaid, unto Grantees, their heirs and assigns, forever.

Grantor covenants with the Grantees that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and representatives, to WARRANT AND FOREVER DEFEND the title to the Property to the said Grantees, their heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the matters set forth above, except that no warranty is made as to the amount of acreage in the Property.

By acceptance of this Special Warranty Deed, Grantees assume payment of all property taxes on the Property for the year 2008 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the 15th day of May, 2008.

GENEVA HOLDINGS, INC., a North Carolina corporation

By: _____

Name: Ronald M. Stanley, Jr.

Title: VP, CFO

STATE OF North Carolina §
§
COUNTY OF Guilford §

Before me, Helen M Hendrix, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ronald M Stanley Jr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the VP, CFO of Geneva Holdings, Inc., a North Carolina corporation, the within named bargainor, and that he/~~she~~ as such VP, CFO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as such VP, CFO.

WITNESS my hand and seal at office, this the 15 day of May, 2008.

_____
Notary Public

My Commission Expires: 1-19-2011

HELEN M HENDRIX
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 1-19-2011

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $375,000.00.

Affiant

Subscribed and sworn to before me, this 16th day of May, 2008.

Notary Public

My Commission Expires: 3/7/2011

EXHIBIT A

LEGAL DESCRIPTION

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

Being the same property conveyed to Geneva Holdings, Inc., a North Carolina corporation, by quitclaim deed from Geneva Nashville RE, LLC, a North Carolina limited liability company, of record in Instrument No. 20080129-0009169, Register's Office for Davidson County, Tennessee.

Together with that certain 50 foot easement for ingress and egress described in the instrument of record in Book 5220, Page 638, Register's Office for Davidson County, Tennessee and as depicted and shown by the Plat of record in Plat Book 5200, Page 13, said Register's Office.

EXHIBIT B

RESTRICTIONS

By their acceptance of this Special Warranty Deed, Grantees acknowledge and agree that the Property shall be subject to the following restrictions, which are hereby imposed thereon by Grantor as the affiliate of Geneva Nashville RE, LLC, the owner of the adjoining property (the adjoining property being Lot No. 1 on the Plat of Peterbilt Subdivision, of record in Plat Book 5200, page 13, Register's Office for Davidson County, Tennessee) (hereinafter, "the Benefitted Property"), and as the affiliate of Geneva, LLC, dba Covington Power Services, the entity that will occupy the adjoining property:

1. The Property shall not be used for any of the following uses or for uses that fall within any of the following categories, even though such use may be permitted under applicable zoning regulations, without the prior written consent of the owner of the Benefitted Property:

(a) any use competitive with Grantor's affiliate, i.e., as a facility for: the sale or service of: trucks, buses or other vehicles, diesel engines, transmissions, or generators; or for the sale of parts for any of the foregoing;

(b) any use that emits or generates: an obnoxious odor; excessive noise, litter, dust or dirt; or flashing, "strobe" or neon lights, insofar as any of the foregoing items can be heard, smelled or seen outside of any improvements on the Property;

(c) any massage parlor;

(d) any establishment featuring strip tease, nude, "topless," or similar adult entertainment;

(e) any establishment that devotes more than a minor or incidental portion of its floor area to sexually explicit or pornographic materials or receives more than a minor or incidental portion of its gross revenues from the sale of such materials;

(f) any establishment that sells paraphernalia for illegal drug use;

(g) any nightclub, discotheque, dance hall or barroom whose sales of food do not constitute at least thirty percent (30%) of its gross sales, except for a barroom within a hotel, a barroom devoted primarily to sales of wine, and a brewpub;

(h) any billboard; and/or

(i) any outdoor advertising sign or structure for use by, for the benefit of, or related to, any business or entity other than Grantees' commercial cleaning business or the business of any tenant occupying all or a portion of the improvements on the Property.

2. Nothing contained herein shall be deemed to prohibit the Grantees from installing signs on the Property, including illuminated signs, so long as those signs comply with the other terms of these restrictions and all applicable laws and regulations.

3. Any written consent with respect to a use for the Property delivered by a prior record owner of the Benefitted Property shall be binding upon any subsequent record owner of the Benefitted Property provided that such use is in effect at the time the record owner obtained title to the Benefitted Property.

4. The restrictions set forth herein shall run with the land and shall be binding upon Grantees, their heirs, successors and assigns, and any lessees, sublessees, licensees or other occupants of the Property, and shall inure to the benefit of Grantor, its successors, assigns and affiliates, including any subsequent owners of the Benefitted Property. For purposes hereof, "affiliates" shall be deemed to mean (i) Geneva Nashville RE, LLC; (ii) Geneva, LLC, dba Covington Power Services; (iii) any person or entity directly or indirectly controlling, controlled by, or under common control with, Grantor; (iv) any person or entity who owns or controls, or is owned or controlled by, in whole in part, Grantor; (v) any person or entity owning or controlling 50% or more of the voting securities or interest of such other person or entity, or (v) any officer, director, member, shareholder or partner of such person or entity.

Grantees join herein for the purpose of evidencing their acknowledgments and agreements aforesaid with respect to such restrictions.

Robert L. Stewart

Date: 5-16-08

Sarita M. Stewart

Date: 5-16-08

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, Jennifer L. Johnson, the undersigned, a Notary Public in and for said County and State, the within named Robert L. Stewart, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office, this the 16th day of May, 2008.



Jennifer L Johnson
Notary Public

My Commission Expires: 3/7/201

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, Jennifer L. Johnson, the undersigned, a Notary Public in and for said County and State, the within named Sarita M. Stewart, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office, this the 16th day of May, 2008.

Jennifer L. Johnson
Notary Public



My Commission Expires: 3/7/201

EXHIBIT B-1

1. Taxes for the year 2008, a lien, which are not yet due and payable.

2. Matters shown on the plan of record in Book 5200, page 13, Register's Office for Davidson County, Tennessee.

3. 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.

4. Permanent Easement and Right of Way for street purposes of record in Book 6314, page 231, said Register's Office.

5. Agreement for Dedication of Easement for Water Mains and Appurtenances of record in Book 7492, page 623, said Register's Office.

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

7. Matters shown on the survey prepared by Charles B. Moseley, Jr., RLS #778, Land Surveying Services, Brentwood, Tennessee, dated December 13, 2002, revised December 23, 2002, updated October 15, 2004 and updated May 26, 2006, as File Number 426-02, and any matters first arising since the date of said survey.