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This Instrument Prepared by:
John A. Gupton, III
Baker Donelson Bearman Caldwell & Berkowitz, P.C.
Baker Donelson Center
211 Commerce Street, Suite 800
Nashville, TN 37201

BILL GARRETT, Davidson County
Trans:T20110072656 DEEDWARRSP
Recvd: 11/17/11 09:52 6 pgs
Fees:33.00 Taxes:3015.50
20111117-0089851

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Thomas Bros Grass, LLC 911 East Highway 377, Suite 11 Granbury, Texas 76048	SAME	Map 102-0, Parcel 5

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TGA Sod, L.P., a Delaware limited partnership, formerly Turfgrass America, LP, a Delaware limited partnership (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto Thomas Bros Grass, LLC, a Tennessee limited liability company (the "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. And Grantor does covenant with the 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 unencumbered, except for those exceptions included on **Exhibit B**, attached hereto and incorporated herein by reference, and warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS DEED AND ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE AND SALE AGREEMENT DATED EFFECTIVE SEPTEMBER 15, 2011, BY AND BETWEEN GRANTOR, AS SELLER, AND JERRY GRAVES, AS PURCHASER (JERRY GRAVES ASSIGNED HIS INTEREST TO GRANTEE), (THE "PURCHASE AGREEMENT"), THE PROPERTY IS SOLD BY GRANTOR, AND IS HEREBY ACCEPTED BY GRANTEE EFFECTIVE AS OF THE DATE HEREOF, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS PHYSICAL CONDITION WHATSOEVER, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE

PURCHASE AGREEMENT AND THE SPECIAL WARRANTIES OF TITLE SET FORTH IN THIS DEED, GRANTEE HEREBY UNCONDITIONALLY WAIVES AND EXCLUDES, AND GRANTOR DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, IN ADDITION TO AND INCLUDING ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES AS TO: (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF ANY OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN ANY OF THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF ANY ASPECT OF THE PROPERTY OR WHICH AFFECT ANY THEREOF; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT ANY ASPECT OF THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW OR OTHERWISE; (vi) ALL IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF ANY OF THE PROPERTY OR ANY OF THE ASSUMED SERVICE AGREEMENTS OR PERMITS AND WARRANTIES; (vii) ANY GEOLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY ASPECT OF THE PROPERTY; (viii) CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE; (ix) PRODUCT LIABILITY CLAIMS IN ANY MANNER RELATED TO ANY ASPECT OF THE PROPERTY; AND (x) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY BY GRANTOR WHATSOEVER.

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

[Signature on following page]

WITNESS Grantor's hand, this 11th day of November, 2011.

GRANTOR:

TGA SOD, L.P., a Delaware limited partnership

By: TGA Management, LLC, its general partner

By: _____

James A. Mercer

President

STATE OF Florida)

COUNTY OF DeSoto)

Personally appeared before me, James A Mercer, a Notary Public, James A Mercer, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained and who further acknowledged that he/she is the President of TGA Management, LLC, the general partner of TGA Sod, L.P., and is authorized by the company to execute this instrument on behalf of the general partner.

Witness my hand, this 11th day of November, 2011.

_____
NOTARY PUBLIC

My Commission Expires: May 4, 2012

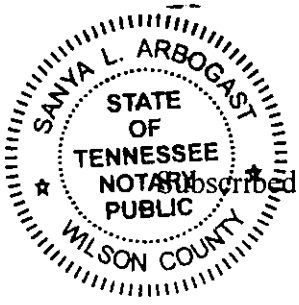
BARBARA D. BERGENS
Notary Public, State of Florida
My comm. expires May 4, 2012
Comm. No. DD 785399

N DLP1 856908 v1
2921091-000002 11/03/2011
N DLP1 856908 v2
2921091-000002 11/09/2011

STATE OF TN)

COUNTY OF Williamson)

The actual consideration for this transfer, or value of property (whichever is greater) is $815,000.00.



Affiant

Subscribed and sworn before me this 16th day of November, 2011.

NOTARY PUBLIC

My Commission Expires: 8/5/13

EXHIBIT A

Legal Description

Land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, March 9, 1950, as follows:

Beginning at a point in the center of Old Hickory Boulevard, formerly Bell Bend Road, at the intersection of the center line of said boulevard and the low water mark of the Cumberland River, said point called Clees' Ferry; thence with the low water mark of said Cumberland River south 20 degrees west 556 feet to a point, south 26 degrees 15 minutes west 610 feet to a point, south 39 degrees 45 minutes west 428 feet to a point and south 42 degrees 30 minutes west 1130 feet to a fence; thence with said fence north 40 degrees 15 minutes west 1472 feet to a point, north 39 degrees 15 minutes east 237 feet to a point, north 39 degrees 15 minutes east 237 feet to a point, north 33 degrees 50 minutes east 400 feet to a gate post, north 53 degrees 20 minutes west, 541 feet to a point north 63 degrees 30 minutes west 404 feet to a point and north 12 degrees 45 minutes east 784.5 feet to a point in the center of Old Hickory Boulevard; thence with the center of Old Hickory Boulevard south 85 degrees 15 minutes east 530 feet to a point, north 81 degrees 45 minutes east, 179 feet to a point and south 71 degrees 30 minutes east 2061 feet to the point of beginning, containing 106.8 acres, more or less.

Being the same property convey to Grantor by deed of record as Instrument No. 20040617-0072051, Register of Deed's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes for the year 2012 which are not yet due and payable.

2. Application for Greenbelt Assessment-Agricultural of record in Book 10447, Page 138, Register's Office for Davidson County, Tennessee.

3. Title to that portion of the right-of-way of Old Hickory Boulevard lying within the boundary of said premises.

4. Subject to perpetual easement in connection with the Cumberland River Cheatham Lock and Dam Project.

5. Subject to Tennessee Valley Authority Easement located across the premises.

6. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Cumberland River without diminution or pollution and the consequence of any past or future change in the location of the Cumberland River.

7. Flowage Easement to the U.S. Army Corps of Engineers.

8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the premises.

9. Easements, or claims of easements, not shown by the public records.