SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20120040243 DEEDWARRSP
Recvd: 06/01/12 10:18 9 pgs
Fees:48.00 Taxes:6105.00
20120601-0047522

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,650,000.00.

Subscribed and sworn to before me, this the 30 day of May, 2012.

Notary Public

My Commission Expires: 3/3/15

DANA PAGE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 3, 2015

THIS INSTRUMENT PREPARED BY
J. David Wicker, Roberts & Wicker PLLC
1720 West End Avenue, Suite 402, Nashville, TN 37203

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Billernie Properties LLC. 1069 Sunset Road Brentwood, Tennessee 37027	174-206.00	New Owner

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

This Indenture, made as of the date set forth below, between **POOL AND SPA DEPOT, LLC**, a Tennessee limited liability company (referred to hereinafter as "Grantor"), and **BILLERNIE PROPERTIES LLC,** a Tennessee limited liability company (referred to hereinafter as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto and Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 5764 Crossings Blvd, Antioch, Tennessee 37013; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting ad affect the Subject Property (the "**Permitted Exceptions**"), and (c) taxes for the year 2012, which have been prorated as of the date hereof and payment of which is assumed by Grantee).

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATS AND DISCLAIMS AND REPRESENNTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENT OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVERNING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJEFCT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDINNG COMPLIANCE OF THE SUBJECFT PROPERTY WITH ANY ENVIROMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIROMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANNY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIROMENAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJEFCT PROPERTY WASOBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2012, which have been prorated as of the date hereof an payment of which is assumed by Grantee), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Conveyance of the Property is subject to the following:

1. Grantee understands, acknowledges, covenants and agrees that as a material part of the consideration for Grantor executing and delivering this Special Warranty Deed and conveying the real estate to Grantee, that Grantee is taking and purchasing the real estate subject to the Restriction that for a period of five (5) years after the date of this Special Warranty Deed no portion of the real estate may be used for domestic pool and spa sales. The foregoing Restriction shall be a covenant and restriction running with the land for the benefit of Grantor, its successors and assigns and be binding on Grantee, its successors and assigns and all Owners of any interest in the real estate during such five (5) year period and Grantor may place all necessary documents of Public Record to effect such Restriction and Grantee shall join in the execution and filing of such documents if required by Grantor.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 30th day of May, 2012.

POOL AND SPA DEPOT, LLC,
a Tennessee limited liability company

(Grantor)

By: _____

Name: Peter Von Hopffgarten

Title: Member

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

BILLERNIE PROPERTIES LLC,
a Tennessee limited liability company

(Grantee)

By: _____

Name: Scott C. Snoyer

Title: Member

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this _____ day of May, 2012.

POOL AND SPA DEPOT, LLC,
a Tennessee limited liability company

(Grantor)

By: _____

Name: Peter Von Hopffgarten

Title: Member

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

BILLERNIE PROPERTIES LLC,
a Tennessee limited liability company

(Grantee)

By: _____

Name: Scott C. Snoyer

Title: Member

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Peter Von Hopffgarten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a **Member** of **POOL AND SPA DEPOT, LLC**, a Tennessee limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **POOL AND SPA DEPOT, LLC** by himself as such authorized Member.

Witness my hand and seal, at office in Nashville, Tennessee, this 30th day of May, 2012.

Notary Public

My commission expires:



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Scott C. Snoyer** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a **Member** of **BILLERNIE PROPERTIES LLC**, a Tennessee limited liability company, and that he as such **Member** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **BILLERNIE PROPERTIES LLC** by himself as such authorized **Member**.

Witness my hand and seal, at office in Nashville, Tennessee, this 30 day of May, 2012.

Dana Page
Notary Public

My commission expires:
3/3/15



My Commission Expires MAR. 3, 2015

EXHIBIT "A"

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot 1, PLAN OF THE CROSSINGS AT HICKORY HOLLOW, PHASE II, RESUBDIVISION OF LOT 3, as shown on plat of record in Plat Book 9700, Page 969, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property. Tract being more particularly described as follows:

POINT OF BEGINNING being a found iron rod lying on said Right-of-Way of Crossings Boulevard, being the northwest corner of said Lot 1 and the northeast corner of said Lot 2; thence along said Right-of-Way of Crossings Boulevard on a curve to the left having a radius of 2341.83 feet, a length of 314.63 feet, a central angle of 7°41'52", a tangent of 157.55 feet, and having a chord bearing and distance of South 44°57'20" East 314.39 feet to a set point; thence along the common line of said Lot 1 and Lot 3 with the following: South 41°11'44" West 88.69 feet to a set point; thence South 45°08'44" West 332.94 feet to a set point lying on said Right-of-Way of Interstate 24; thence along said Right-of-Way North 41°47'27" West 320.96 to a found chiseled "X" on a rock; thence along the common line of said Lot 1 and Lot 2 North 45°08'44" East 403.70 feet to the point of beginning. Tract contains 130,850 square feet or 3.00 acres.

Being the same property conveyed to Pool and Spa Depot, L.L.C., a Tennessee limited liability company by Special Warranty Deed from American General Realty Investment Corporation, a Texas corporation, recorded on the 27th day of August, 1999 in Deed Book 11638, Page 47, in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Property taxes for the 2012, a lien, which are not yet due and payable for Tax Parcel No. 17400020600.

2. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of Tenn. Code Ann §§ 67-5-603 *et seq.*, which have not been assessed and are not payable.

3. All matters shown on the plat of THE CROSSINGS AT HICKORY HOLLOW, PHASE II, RESUBDIVISION OF LOT 3, as recorded in Plat Book 9700, Page 969, Register's Office for Davidson County, Tennessee.

4. Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 7963, Page 145, refiled in Book 7966, Page 60 as amended in Book 8085, Page 402 as supplemented in Book 10722, Page 95 and Instrument No. 20000725-0073371. See also Assignment of Developer's Rights recorded at Instrument Nos. 20090724-0069584 and 20110801-0058551, Register's Office for Davidson County, Tennessee.

5. Declaration of No-Build Area as set forth in instrument recorded in Book 10722, Page 114, Register's Office for Davidson County, Tennessee.

6. Easement Agreement as set forth in instrument recorded in Book 10722, Page 119, Register's Office for Davidson County, Tennessee.