BILL GARRETT, Davidson County
Trans:T20120045178 DEEDWARRSP
Recvd: 06/19/12 11:21 6 pgs
Fees:33.00 Taxes:1572.50
20120619-0053626

This instrument was prepared by:
Sarah M. Clark, Esq.
150 3rd Avenue South
Suite 1900
Nashville, TN 37219

**SPECIAL WARRANTY DEED**

| **Address of New Owners as follows:** | **Send Tax Bill To:** | **Tax/Parcel Numbers:** |
|---|---|---|
| EMECO Properties, LLC<br>4019 Old Hillsboro Road<br>Franklin, Tennessee 37064 | Same | 034090178.00 |

**STATE OF** TENNESSEE

**COUNTY OF** DAVIDSON

The undersigned Affiant affirms that to the best of Affiant's knowledge, information and belief, the actual consideration for the transfer or value of the property transferred, whichever is greater, is $425,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

EMECO Properties, LLC,
a Tennessee limited liability company

By: William H. Emery
Name: WILLIAM H. EMERY
Title: CHIEF MANAGER

Subscribed and sworn to before me this 15th day of June, 2012.

Notary Public
My Commission expires: 3-3-14

MARK A. ELLMORE JR.
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Date: June 15, 2012

Grantor: VFC Properties 10 LLC, a Delaware limited liability company

Grantor's Mailing Address (including county):

P.O. Box 8216, Waco, McLennan County, Texas 76714-8216

Grantee: EMECO Properties, LLC, a Tennessee limited liability company

Grantee's Mailing Address (including county):

4019 Old Hillsboro Road, Franklin, Williamson County, Tennessee 37064

Consideration:

FOUR HUNDERD TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($425,000) cash in hand paid by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed for all purposes.

Property (including any improvements): Improved property located at 1553 Gallatin Pike, Madison, Tennessee as more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Rivergate Station, Section Two, Phase Five, as shown on plat of record in Plat Book 7900, page 359, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to VFC Properties 10 LLC by Substitute Trustee's Deed of record in Instrument No. 201111140088795, in the Register's Office for Davidson County, Tennessee.

Together with non-exclusive joint access easement(s) in Access Easement Agreement of record in Book 9633, page 499, in said Register's Office.

Reservations from and Exceptions to Conveyance and Warranty:

1. This conveyance is made and accepted subject to: (a) restrictive covenants affecting the Property as of the date of this Special Warranty Deed; (b) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (c) taxes for the prior, current, and subsequent years and subsequent assessments for prior years and the current year due to change in land usage, ownership or valuation; (d) existing building and zoning ordinances, laws, regulations and ordinances of municipal and other governmental authorities; (e) utility easements common to the platted subdivision of which the Property is a part; (f) any and all restrictions, restrictive covenants, mineral reservations and interests, covenants, conditions, easements (visible and apparent or recorded) and rights-of-way, if any, relating to the above-described Property; and (g) all of those matters set forth on Exhibit A attached hereto and made a part hereof for all purposes.

2. Ad valorem taxes on the above-described Property are assumed by Grantee and Grantee covenants and promises to pay the same.

3. GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE OF THIS DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN BREAKS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv)

COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, ANY STATE WATER, NATURAL RESOURCE OR SOLID WASTE DISPOSAL CODE OR ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PROPERTY, OR LAND OWNED BY THIRD PARTIES; RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND ANY AND ALL WARRANTIES AND COVENANTS ARISING UNDER STATE LAW DO NOT APPLY TO THIS CONVEYANCE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO GRANTEE'S SATISFACTION AND THAT THE PURCHASE PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THIS CONVEYANCE WAS MADE BY GRANTOR WITHOUT WARRANTY OR REPRESENTATION (EXCEPT THE SPECIAL WARRANTY OF TITLE). BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

Grantor, for the consideration and subject to the terms of this Special Warranty Deed and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 14th day of June, 2012.

VFC Properties 10 LLC,
a Delaware limited liability company

By: _____
William A. McDonald, Senior Vice President

EMECO Properties, LLC,
an Tennessee limited liability company

By: William H. Emery
Name: WILLIAM H. EMERY
Title: CHIEF MANAGER

STATE OF Texas )
) SS:
COUNTY OF McLennan )

Before me, Shirley G. Coleman the undersigned, Notary Public in and for the County and State aforesaid, personally appeared William A. McDonald, Senior Vice President of VFC Properties 10 LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Senior Vice President of VFC Properties 10 LLC, and that he as such Senior Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of VFC Properties 10 LLC as Vice President.

Witness my hand and seal, at office in Waco, Texas, this the 14th day of June, 2012.

SHIRLEY G. COLEMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 11/12/2013

Shirley G. Coleman
Notary Public
My commission expires: 11-12-2013

STATE OF TENNESSEE )
) SS:
COUNTY OF DAVIDSON )

Before me, MARK A. ELLMORE JR. the undersigned, Notary Public in and for the County and State aforesaid, personally appeared WILLIAM H. EMERY CHIEF MANAGER of EMECO Properties, LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be CHIEF MANAGER, and that he as such CHIEF MANAGER being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of EMECO Properties, LLC as Vice President.

Witness my hand and seal, at office in NASHVILLE, TENNESSEE, this the 15th day of June, 2012.

MARK A. ELLMORE JR.
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Mark A Ellmore
Notary Public
My commission expires: 3-3-14

## EXHIBIT A

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

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

3. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

4. Taxes, and assessments by any taxing authority for the year 2011, prior and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years and the current year due to change in land usage, ownership or valuation, or because of improvements not assessed or under assessed for a previous or the current tax year.

5. The following matters and all terms of the documents creating or offering evidence of the matters:

   a. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

   b. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

   c. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

   d. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

   e. Any mineral or mineral rights leased, granted or retained by current or prior owners.

   f. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.

   g. If improvements are completed after January1 of any year the law requires supplemental assessments 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.

   h. Taxes and assessments for the year 2012 and subsequent years, not yet due and payable.

   i. All matters shown on the plat of record in Book 7900, Page 359, in the Register's Office for Davidson County, Tennessee.

j. Declaration of Covenants, Conditions and Restrictions of record in Book 7480, page 965, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions in Book 7537, page 359, in the Register's Office for Davidson County, Tennessee.

k. Easement and Deed of Dedication of record in Book 8316, page 451, in the Register's Office for Davidson County, Tennessee.

l. Declaration of Use Restrictions of record in Book 8431, page 12, in the Register's Office for Davidson County, Tennessee.

m. Access Easement Agreement of record in Book 9633, page 499, in the Register's Office for Davidson County, Tennessee.

n. Rights of tenants under any unrecorded leases.