PREPARED BY:
Kenneth J. Abner, Esq.
Bishop, Dulaney & Joyner, P.A.
4521 Sharon Road, Suite 375
Charlotte, North Carolina 28211

RECORDING REQUESTED AND WHEN RECORDED RETURN TO:

Kenneth J. Abner, Esq.
Bishop, Dulaney & Joyner, P.A.
4521 Sharon Road, Suite 375
Charlotte, North Carolina 28211

BILL GARRETT, Davidson County
Trans:T20140027024 DEEDWARRSP
Recvd: 04/22/14 09:00 5 pgs
Fees:28.00 Taxes:11932.50
20140422-0033357

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Drake Nashville, LLC	Drake Nashville, LLC	163-00-0-229.00
5401 Crossings Blvd	5401 Crossings Blvd	
Antioch, Tennessee 37013-3112	Antioch, Tennessee 37013-3112	

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, Shop at Home Holdings, Inc., a Tennessee corporation, has this day bargained and sold, and does hereby transfer and convey unto the said Drake Nashville, LLC, a Tennessee limited liability company the Grantee herein, its (successors), heirs and assigns, certain real estate in Davidson County, Nashville, Tennessee as follows:

See Exhibit A attached hereto

STATE OF TENNESSEE
COUNTY OF DAVIDSON The actual consideration for this transfer is $ *3,225,000.00*

Affiant _____
Theodore M. Engle, III

Subscribed and sworn to before me this 16th day of April, 2014.

SUZANNE E. RIDGWAY NOTARY PUBLIC STATE OF TENNESSEE KNOX COUNTY My Commission Expires 07-07-2015 (Affix Seal)

Notary Public _____

My commission expires: 7/7/15

This is (Check One) unimproved ( ) / improved (X) property, known as:

5401 Crossings Boulevard Antioch, Tennessee

(House Number) (Street) (P.O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee its (successors), heirs and assigns forever; and we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter, as set forth on **Exhibit B**, attached hereto.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its (successors), heirs and assigns, against the lawful claims of all persons, claiming by, through or under the grantor, but no further or otherwise.

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.

[The remainder of this page is left blank intentionally.]

Witness our hand this 16th day April, 2014 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

SHOP AT HOME HOLDINGS, INC.

By: _____
Theodore M. Engle, III.
Vice President, Business Development

STATE OF Tennessee
COUNTY OF Knox

Before me, Suzan E. Ridgway, a Notary Public of the State and County aforesaid, personally appeared Theodore M. Engle, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President, Business Development of Shop at Home Holdings, Inc., the within named bargainor, a corporation, and that Theodore M. Engle, III he as such Vice President, Business Development of Shop at Home Holdings, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President, Business Development.

Witness my hand and official seal, at office in Knoxville, TN this 16th day of April, 2014.

Notary Public

My Commission Expires: 7/7/15

Suzan E. Ridgway

SUZAN E. RIDGWAY
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY
My Commission Expires 07-07-2015

EXHIBIT A

LEGAL DESCRIPTION

BEING ALL OF A TRACT OF LAND LOCATED IN THE THIRTY-SECOND COUNCILMANIC DISTRICT, URBAN SERVICES DISTRICT, CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE. SAID TRACT OF LAND LYING AT THE NORTHWEST CORNER OF THE INTERSECTION OF HICKORY HOLLOW PARKWAY AND MT. VIEW ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 2 AS SHOWN ON THE FINAL PLAT ENTITLED "RESUBDIVISION LOT L FIRST REVISION, SECTION THIRTEEN HICKORY HOLLOW MALL" OF RECORD IN PLAT BOOK 8250, PAGE 849, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING ALL OF THE SAME PROPERTY CONVEYED TO SHOP AT HOME HOLDINGS, INC. BY DEED OF RECORD IN INSTRUMENT NO. 20060623-0075545, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

1. Taxes for the year 2014 a lien, but not yet due and payable.

2. Storm Water Detention Agreement to Metropolitan Government of Nashville and Davidson County, of record in Book 7547, page 619, Register's Office for Davidson County, Tennessee.

3. Easement(s) to Gulf Interstate Gas Company, as set forth in instrument recorded in Book 2203, Page 577; as modified in Book 2875, Page 299 and Book 5118, Page 792, said Register's Office; together with Memorandum of Agreement between Columbia Gulf Transmission Company and Randall's International, Inc., recorded in Book 7886, Page 594, Register's Office for Davidson County, Tennessee.

4. Easement(s) to Pipeline Company, as set forth in instrument recorded in Book 2203, Page 565; as modified in Book 2875, Page 299, Register's Office for Davidson County, Tennessee.

5. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in Declaration of Protective Covenants for Hickory Hollow, recorded in Book 5125, Page 769 as amended by Amendment to Declaration of Protective Covenants in Book 5189, Page 947; Second Amendment to Declaration of Protective Covenants in Book 5337, Page 933; Restated and Amended Declaration of Protective Covenants recorded in Book 5441, Page 968, as amended by Amendment to Restated and Amended Declaration of Protective Covenants recorded in Book 5792, Page 491; Second Amendment recorded in Book 5951, Page 26; Third Amendment to recorded in Book 6011, Page 163; Fourth Amendment recorded in Book 6095, Page 948, Register's Office for Davidson County, Tennessee., and in any allied instrument(s) referred to in said restrictions.

6. ALL matters shown on Plat recorded in Book 8250, Page 849, Register's Office for Davidson County, Tennessee.

7. Easement Agreement recorded in Book 11115, Page 401, Register's Office for Davidson County, Tennessee.

8. Reciprocal Easement Agreement recorded in Book 11115, Page 393, Register's Office for Davidson County, Tennessee.

9. All matters as shown on survey prepared by Brad Tyson Thomas in association with Barge Waggoner Sumner & Cannon, Inc., last revised April 10, 2014, Job No. 3581900.