BILL GARRETT, Davidson County
Trans:T20160024428 DEEDWARRSP
Recvd: 03/28/16 10:12 5 pgs
Fees:28.00 Taxes:12950.00
20160328-0028467

This Instrument Prepared by:
Bettie J. Winton
Grissim and Hodges, Attorneys
323 Union Street, Suite 400
Nashville, TN 37201

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Robert T. Thompson and Cheryl J. Thompson, Co-Trustees of The Robert T. and Cheryl J. Thompson Revocable Trust 390 Grand View Drive Vacaville, CA 95688	SAME	Map and Parcel No: 08600076300

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, including but not limited to assumption of a Note dated February 8, 2013 payable to Wilson Bank and Trust, which is secured by a Deed of Trust, Assignment of Leases and Security Agreement of record in Instrument No. 20130213-0014541, Register's Office for Davidson County, Tennessee, **HERMITAGE COMMONS II, LLC,** a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **ROBERT T. THOMPSON and CHERYL J. THOMPSON, CO-TRUSTEES OF THE ROBERT T. AND CHERYL J. THOMPSON REVOCABLE TRUST, dated April 10, 2003** (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.

TO HAVE AND TO HOLD, the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its successors and assigns, forever. And Grantor does covenant with the Grantee that it is lawfully seized and possessed of said land 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 Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming through the Grantor, but not 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.

WITNESS Grantor's hand, this 25th day of March, 2016.

HERMITAGE COMMONS II, LLC, a Tennessee limited liability company

By: Hermitage Commons, LLC, a Tennessee limited liability company, Sole Member

By: KPCD, LLC, a Tennessee limited liability company, its Manager

By: KPCD II, LLC, a Tennessee limited liability company, its Sole Member

By: _____
Kenneth M. Powers, Sole Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public, personally appeared Kenneth M. Powers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Sole Member of KPCD II, LLC, a Tennessee limited liability company, the Sole Member of KPCD, LLC, a Tennessee limited liability company, the Manager of Hermitage Commons, LLC, a Tennessee limited liability company, the Sole Member of HERMITAGE COMMONS II, LLC, a Tennessee limited liability company, and that he as such Sole Member, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company in his capacity as the Sole Member of KPCD II, LLC.

Witness my hand and seal this 24th day of March, 2016.

PEGGY AXFORD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 10, 2019

_____
Notary Public

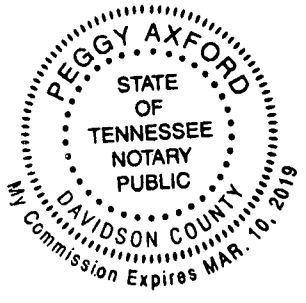
My Commission Expires:_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $3,500,000.00.

Affiant

Subscribed and sworn before me this 24th day of March, 2016.



NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"
Legal Description

Land located in Davidson County, Tennessee, and being Lot 2, shown on the Subdivision Plat of Hermitage Commons Old Hickory Boulevard, recorded at Instrument Number 20070810-0095886, in the 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 Hermitage Commons II, LLC, a Tennessee limited liability company, by Quitclaim Deed from Hermitage Commons, LLC, a Tennessee limited liability company, dated August 17, 2007, and of record at Instrument Number 20070820-0099719, in the Register's Office for Davidson County, Tennessee, as corrected by Scrivener's Affidavit of record at Instrument Number 20140707-0059399, said Register's Office.

Together with appurtenant easements as set forth in that certain Construction, Operation, Reciprocal Easement and Use Restriction Agreement, of record in Instrument No. 20070212-0018078, as re-recorded at Instrument No. 20070220-0020399, as amended by First Amendment to Construction, Operation, Reciprocal Easement and Use Restriction Agreement at Instrument No. 20090402-0029978, said Register's Office.

EXHIBIT B
Permitted Exceptions

1. Current real estate taxes, a lien due but not yet payable.

2. All matters shown on Plan of record in Instrument No. 20070810-0095886, Register's Office for Davidson County, Tennessee.

3. Construction, Operation, Reciprocal Easement and Use Restriction Agreement, of record in Instrument No. 20070212-0018078, as re-recorded in Instrument No. 20070220-0020399, and as amended by a First Amendment to Construction, Operation, Reciprocal Easement and Use Restriction Agreement, of record in Instrument No. 20090402-0029978, in the Register's Office for Davidson County, Tennessee and Second Amendment to Construction, Operation, Reciprocal Easement and Use Restriction Agreement, to be recorded in said Register's Office.

4. Storm Water Detention Agreement of record in Instrument No. 20070510-0055967, Register's Office for Davidson County, Tennessee.

5. Agreement to Use Restrictions by Hermitage Commons I, LLC, a Tennessee limited liability company, Hermitage Commons II, LLC, a Tennessee limited liability company and Hermitage Commons III, LLC, a Tennessee limited liability company, of record in Instrument No. 20080619-0063435, Register's Office for Davidson County, Tennessee.

6. Deed of Trust, Assignment of Leases and Security Agreement by Hermitage Commons II, LLC trustor, to Randall Clemons, trustee, for the benefit of Wilson Bank & Trust, beneficiary, to secure a note in the original amount of $2,435,000.00 secured thereby, dated February 8, 2013, of record in Instrument No. 20130213-0014541, Register's Office for Davidson County, Tennessee.

7. Collateral Assignment of Leases, of record in Instrument No. 20130213-0014542, Register's Office for Davidson County, Tennessee.