Davidson County DEEDWARR
Recvd: 09/05/03 15:14 4pgs
Fees:23.00 Taxes:1036.00

20030905-0130210

Box 284

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Donelson Fitness Holdings, Limited Partnership c/o SmartSpace, Inc. 3055 Lebanon Road Building Two, Suite 2200 Nashville, Tennessee 37214	Map 85, Parcel 52	Donelson Fitness Holdings, Limited Partnership c/o SmartSpace, Inc. 3055 Lebanon Road Building Two, Suite 2200 Nashville, Tennessee 37214

This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (BRS)
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **NASHVILLE EDUCARE COMPANY, LLC**, a Tennessee limited liability company, successor-by-conversion to Nashville Educare Company, Ltd., a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to **DONELSON FITNESS HOLDINGS, LIMITED PARTNERSHIP**, a Tennessee limited partnership (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions set forth on Exhibit B, which is attached hereto and incorporated herein by this reference.

This is improved property known as 110 Medical Drive.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

PICK-UP

STATE OF TENNESSEE
COUNTY OF _____

The actual consideration or value, whichever is greater, for this transfer is $280,000.00.

Affiant

Subscribed and sworn to before me this 28 day of August, 2003.

Notary Public
My Commission Expires: 9-9-03

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hereinabove.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this General Warranty Deed this 28 day of August, 2003.

NASHVILLE EDUCARE COMPANY, LLC
a Tennessee limited liability company, successor-by-conversion to Nashville Educare Company, Ltd., a Tennessee limited partnership

By: _____
Name: Minor W. Perkins
Title: Manager

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, Lisa C Francis, Notary Public, Minor W. Perkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Manager of Nashville Educare Company, LLC, a Tennessee limited liability company, successor-by-conversion to Nashville Educare Company, Ltd., a Tennessee limited partnership, the within named bargainor, and that he as such Manager of Nashville Educare Company, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand this 28 day of August, 2003.

LISA C. FRANCIS NOTARY PUBLIC

Lisa C Francis
Notary Public
My Commission Expires: 9-9-03

Exhibit A
Property

Beginning at an iron pin located N 12 deg. 50 min. 05 sec. E 41.88 feet from an iron pin in the South boundary of the Donelson Hospital property (North boundary of the Tennessee Law Enforcement Academy property); thence, with the outside of the curb of Perimeter Drive as follows: S 76 deg. 10 min. 36 sec. E 12.23 feet to an iron pin, S 78 deg. 42 min. 06 sec. E 21.68 feet to an iron pin, S 80 deg. 36 min. 14 sec. E 20.95 feet to an iron pin, S 81 deg. 36 min 23 sec. E 23.02 feet to an iron pin, S 82 deg. 13 min. 25 sec. E 20.08 feet to an iron pin, S 84 deg. 17 min. 54 sec. E 19.23 feet to an iron pin, S 89 deg. 48 min 18 sec. E 15.64 feet to an iron pin, N 82 deg. 33 min. 09 sec. E 19.43 feet to an iron pin, N 69 deg. 38 min. 52 sec. E 17.64 feet to an iron pin, N 57 deg. 15 min 42 sec. E 16.86 feet to an iron pin, N 47 deg./04 min. 01 sec. E 19.40 feet to an iron pin, N 36 deg. 59 min. 05 sec. E 10.51 feet to an iron pin, N 34 deg. 56 min. 00 sec. E 159.04 feet to an iron pin; thence, leaving the back of the curb of Perimeter Drive N 68 deg. 58 min. 59 sec. 219.16 feet to an iron pin; thence, S 21 deg. 01 min. 01 sec. W 246.07 feet to the beginning, containing one (1) acre.

Together with the easement rights set forth in the Deed for easement for Sewerline of record in Book 5001, page 93, Register's Office for said County, and the Easement of Ingress and Egress of record in Book 5002, page 698, said Register's Office.

Being the same property conveyed to NASHVILLE EDUCARE COMPANY, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, successor-by-conversion to Nashville Educare Company, Ltd., a Tennessee limited partnership, of record with the Tennessee Secretary of State at Control Number 0447315, by deed of record in Book 5287, page 175, said Register's Office.

Exhibit B

Exceptions

1. Davidson County taxes for the year 2003, a lien, but not yet due and payable.

2. Matters shown on the Plan of record in Book 4885, page 153, Office of the Register for Davidson County, Tennessee.

3. Matters shown on the Plan of record in Book 7900, page 315, Office of the Register for Davidson County, Tennessee.

4. Restrictive Covenants set forth in Lease Agreement of record in Book 5001, page 333, Office of the Register for Davidson County, Tennessee.

5. The terms, conditions and provisions in regard to inspection, maintenance and repair contained in the Deed for Easement for Sewerline of record in Book 5001, page 93, Office of the Register for Davidson County, Tennessee.