07R08689 ND9

Return to:
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas TX 75204

This instrument was prepared by:

Thomas W. Slover, Esq.
Owens, Clary & Aiken, L.L.P.
700 N. Pearl Street, Suite 1600
Dallas, Texas 75201

Davidson County DEEDWARR
Recvd: 08/10/07 11:10 7 pgs
Fees:38.00 Taxes:28601.00
20070810-0095930

SPECIAL WARRANTY DEED

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

Address of New Owner: NRS Ventures, LLC
9690 Deereco Road, Suite 100
Timonium, Maryland 21093

Send Tax Bills To: NRS Ventures, LLC
9690 Deereco Road, Suite 100
Timonium, Maryland 21093

Map-Parcel Number(s): 96-5 194; 96-6 227

That McCAMPBELL ROAD ASSOCIATES, LLC, a Tennessee limited liability company ("Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by NRS VENTURES, LLC, a Delaware limited liability company ("Grantee"), the receipt and adequacy of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all that certain tract of land and all improvements thereon situated in Davidson County, Tennessee, as more fully described in Exhibit A attached hereto and made a part hereof (the "Property"), SUBJECT, HOWEVER, to those exceptions described in Exhibit B attached hereto and made a part hereof for all purposes to the extent the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property unto Grantee, and Grantee's 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.

For the same consideration, Grantor hereby GRANTS, SELLS and CONVEYS, all interest, if any, of Grantor in strips or gores between the Property and abutting properties and any land lying

in or under the bed of any street, alley, road, or right-of-way, opened or proposed, abutting or adjacent to the Property.

Save and except for the warranty of title expressly provided in this Deed, Grantor is not making, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations or any other matters or things relating to or affecting the Property, including, without limitation, (i) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property, (ii) the manner or quality of the construction or materials incorporated into any of the Property, and (iii) the manner, quality, state of repair or lack of repair of the Property. Grantee has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Grantor or any agent of Grantor. Grantee represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of (A) Grantee's consultants in purchasing the Property and (B) its tenant HQM Holdings, LLC, and its affiliates (collectively, the "Tenant"). Grantee has conducted such inspections and investigations of the Property as Grantee has deemed necessary, including, but not limited to, the physical environmental conditions thereof, and is relying solely upon same and the representations, warranties and investigations of its Tenant. Upon closing, Grantee hereby assumes the risk as between Grantor and Grantee that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Grantee's and Tenant's inspections and investigations. Grantor hereby sells and conveys to Grantee and Grantee hereby accepts the Property "AS IS, WHERE IS AND WITH ALL FAULTS."

Taxes for the current year have been prorated as of the date hereof and the payment of such taxes for the current year and for subsequent years are assumed by Grantee.

This is improved property known as:

HQM of Nashville
2733 McCampbell Road
Nashville, Tennessee 37214

EXECUTED as of this 31st day of July, 2007.

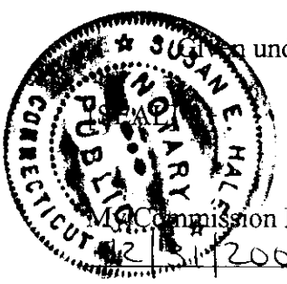
McCAMPBELL ROAD ASSOCIATES, LLC,
a Tennessee limited liability company

By: _____
Bruce Weinstein, Member

STATE OF Connecticut §
§
COUNTY OF Litchfield §

I, Susan E. Hale, a notary public of said county of said state do certify that Bruce Weinstein, as Member, who signed the writing above on the 26th day of July, 2007, for McCampbell Road Associates, LLC, a Tennessee limited liability company, has this day in my said county, before me, acknowledged this writing to be the act and deed of said limited liability company.

Given under my hand and official seal this 26th day of July, 2007.



Susan E Hale
Notary Public in and for
the State of Connecticut

My Commission Expires:
12/31/2007

Notary's Printed Name:
Susan E. Hale

The address of Grantee is:

NRS Ventures, LLC
c/o Omega Healthcare Investors, Inc.
9690 Deereco Road, Suite 100
Timonium, Maryland 21093

STATE OF Connecticut §
§
COUNTY OF Litchfield §

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $7,730,000.00.

Bruce Weinstein, Affiant

Sworn and subscribed before me on this 26th day of July, 2007.

Notary Public
Susan E. Hale

My Commission Expires:
12/31/2007

EXHIBIT A

Description of Property

Being land in Davidson County, Tennessee, being Lot One of a one-lot subdivision, styled DONELSON HEALTH CARE LTD. SUBDIVISION, a plan of which appears of record in Book 5200, page 465, Register's Office of Davidson County, Tennessee, and being more specifically described as follows:

To locate the TRUE POINT OF BEGINNING of this description, commence at a point in the northerly right-of-way of McCampbell Avenue at the southwesterly radius return of Colonial Circle; thence, continuing with the northerly right-of-way of McCampbell Avenue, South 47° 39' 00" West 614.23 feet to a point; thence, North 42° 21' 00" West 5 feet to a concrete monument, said concrete monument constituting the TRUE POINT OF BEGINNING of this description; thence, with the northerly right-of-way of McCampbell Avenue South 47° 39' 00" West a distance of 80 feet to a concrete monument; thence, North 42° 21' 00" West 84.74 feet to an iron pin; thence, South 81° 29' 10" West 643.49 feet to an iron pin; thence, North 6° 57' 50" West a distance of 234.89 feet to an iron pin in the southerly boundary of the Colonial Village Subdivision, of record in Book 1424, page 58, Register's Office of Davidson County, Tennessee; thence with the said southerly boundary of the said Colonial Village Subdivision North 78° 17' 10" East 153.65 feet to an iron pin; thence, continuing with the said southerly boundary line of the said Colonial Village Subdivision North 81° 01' 00" East 416.31 feet to a point; thence, South 8° 59' 00" East 167.36 feet to a point; thence, with a curve to the left, said curve having a radius of 25 feet, a distance of 36.79 feet to a point; thence, North 86° 41' 26" East 74.33 feet to a point; thence, with a curve to the right, said curve having a radius of 75 feet, a distance of 66.71 feet to a point; thence, South 42° 21' 00" East 49.26 feet to the said TRUE POINT OF BEGINNING.

Being the same property conveyed to McCampbell Road Associates, LLC, by deed from Litchfield Investment Company, L.L.C., of record in Instrument No. 20031070148222, in the Register's Office of Davidson County, Tennessee.

Also described as

A tract of land located in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee on McCampbell Avenue near Donelson Pike; being Lot No. 1 on the final plat of Donelson Health Care Ltd. Subdivision of record in Plat Book 5200, Page 465, R.O.D.C. and being more particularly described as follows:

Beginning in the northerly right-of-way of McCampbell Avenue at a southwesterly corner of Lot 2 on the Subdivision Of Nashville Supportive Housing of record as Instrument No. 20021114-0141456, R.O.D.C..

Thence with said right-of-way S47°38'27"W, 80.00 feet to a concrete monument in the boundary of Renee Gentry Gill & Herbert D. Gentry, Jr. property of record in Deed Book 8816, Page 383, R.O.D.C.;

Thence with said boundary and the boundary of Linda Haggard property of record in Deed Book 11191, Page 738, R.O.D.C. as follows:

N42°21'33"W, 84.74 feet to an iron rod;

S81°28'37"W, 643.49 feet to an iron rod at a southeasterly corner of H and H Properties, LLC

property of record in Deed Book 9559, Page 289, R.O.D.C.;

Thence with the boundary of said H and H Properties N06°58'23"W, 234.93 feet to the southerly boundary of Colonial Village subdivision of record in Plat Book 1424, Page 58, R.O.D.C.;

Thence with said southerly boundary as follows:

N78°19'08"E, 153.75 feet;

N81°01'00"E, 416.47 feet to an iron rod at a northwesterly corner of the aforementioned Lot 2 Subdivision Of Nashville Supportive Housing;

Thence with the boundary of said subdivision as follows:

S08°54'20"E, 167.48 feet to an iron rod;

Southeasterly with a curve to the left 36.93 feet to an iron rod, said curve having a radius of 25.00 feet, a central angle of 84°38'05" and a chord of 33.66 feet at S51°13'23"E;

N86°27'35"E, 74.21 feet;

Southeasterly with a curve to the right 67.00 feet, said curve having a radius of 75.00 feet, a central angle of 51°10'52" and a chord of 64.79 feet at S67°56'59"E;

S42°21'33"E, 49.26 feet to the beginning.

Containing 151,597 Square Feet or 3.48 Acres, more or less.

HQM of Nashville
2733 McCampbell Road
Nashville, Tennessee 37215

PERMITTED EXCEPTIONS

1. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. Grantor assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

2. The acreage or square footage contained in the insured property.

3. All matters as shown on the plat of record in Plat Book 5200, page 465, Register's Office for Davidson County, Tennessee.

4. Taxes and assessments for the year 2007 and subsequent years.

5. Easement of record In Book 2487, page 533, In the Register's Office of Davidson County, Tennessee.

6. TVA Easement of record in Book 1163, page 629, in the Registers Office of Davidson County, Tennessee.

7. Rights of resident patients occupying the premises under unrecorded written contracts, without tights of tenancy.

8. Any fact, rights, interests or claims that may exist or arise by reason of the following matters disclosed by a survey prepared by John M. Duffer, RLS No. 1431, Barge Waggoner Sumner & Cannon, Inc., dated April 6, 2007, File No. 33509-00:

- 50 feet minimum building setback line from the centerline of McCampbell Avenue on the front; 5 feet minimum building setback line on the sides; and 20 feet minimum building setback line on the rear
- metal and wood sheds to the north are located partially in the 10 foot utility and drainage easement and are located over the minimum building setback line
- parking spaces to the south are partially located on the sewer service line easement and the TVA easement
- dumpster pad and surrounding fence to the east cross onto adjacent property
- a portion of the loading dock area in the eastern portion of the land is on the sanitary sewer easement
- overhead power lines cross the land's southeasterly corner
- sign for HQM OF NASHVILLE is located in the southernmost portion of the land near McCampbell Avenue
- power lines cross the southwest corner of the land