1st

Davidson County DEEDWARR
Recvd: 06/06/08 14:41 5 pgs
Fees:28.00 Taxes:5550.00

20080606-0058448

THIS INSTRUMENT PREPARED BY:
John A. Gupton, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 1000
Nashville, TN 37201

ADDRESS NEW OWNER
Belmont Animal Hospital, LLC
3204 Belmont Boulevard
Nashville, Tennessee 37212

SEND TAX BILLS TO:
Same

MAP PARCEL
117-08/224

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,500,000.00.

Affiant

Subscribed and sworn to before me this the 6 day of June, 2008.

Notary Public

My Commission Expires: NOTARY PUBLIC AT LARGE Trad Henry My Commission Expires March 20, 2010 STATE OF TENNESSEE

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Melrose Properties Partners**, a Tennessee general partnership, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **Belmont Animal Hospital, LLC**, a Tennessee limited liability company hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

The Property is transferred subject to the limitations, restrictions, and encumbrances set forth on **Exhibit "B**."

This is improved property known as 3204 Belmont Boulevard, Nashville, Tennessee 37212.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except as listed on **Exhibit B** and representations and limitations as expressly provided for hereby; and GRANTOR does further covenant and bind itself, its successors, assigns and representative, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise. Wherever 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 its hand this, the 6th day of June, 2008.

GRANTOR:

Melrose Properties Partners, a Tennessee general partnership

By: _____
Patrick J. Riley, Jr.
General Partner

By: _____
John A. Gupton, III
General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Patrick J. Riley, Jr.**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be General Partner of Melrose Properties Partners, the within named bargainor, a Tennessee general partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 6th day of June, 2008.

Notary Public

My Commission Expires: 11-22-08



STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **John A. Gupton, 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 General Partner of Melrose Properties Partners, the within named bargainor, a Tennessee general partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 6th day of June, 2008.

Notary Public

My Commission Expires: 11-22-08

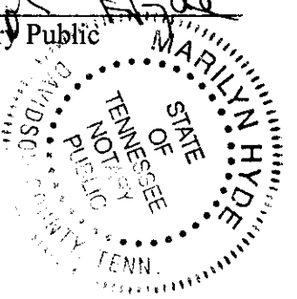


EXHIBIT "A"

Land situated in Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin on the easterly margin of Belmont Blvd. and the southwesterly corner of the Belmont Associates, L.L.C. property, as of record in Book 10106, Page 145, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

(1) Thence S 70° 00' 00" E, 183.75 feet to an iron pin;

(2) Thence S 02° 09' 57" W, 100.03 feet to a T.D.O.T. concrete monument;

(3) Thence S 54° 05' 34" W, 25.93 feet to an iron pin;

(4) Thence with a curve to the left, having a central angle of 05° 49' 00", a radius of 2241.80 feet and an arc length of 227.59 feet to a T.D.O.T. concrete monument;

(5) Thence N 33° 32' 39" E, 118.00 feet to the point of beginning, containing 25,256.66 square feet or 0.58 acres.

Being the same property conveyed to Melrose Properties Partners, a Tennessee general partnership by deed of record in Instrument No. 20041123-0140176, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Metropolitan Government and Davidson County taxes for the year 2008 and subsequent years.

2. Sanitary Sewer Easement as of record in Book 2394, page 262, Register's Office for Davidson County, Tennessee.

3. Lack of direct access to and from controlled access highway.

4. Sanitary Sewer Easement of record in Book 4910, page 537, Register's Office for Davidson County, Tennessee.