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This Instrument Was Prepared By:
Robert M. Holland, Jr., Esq.
Miller & Martin, LLP
1200 First Union Tower
150 Fourth Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 12/11/00 15:15 4pgs
Fees:19.00 Taxes:20690.40
20001211-0121960

Address New Owner(s):
MPA 310 Nashville LLC
310 25th Avenue North
Suite 109
Nashville, TN 37203

Send Tax Bills to:
New Owner

Map and Parcel No.
92-11-111

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 considerations, the receipt of which is hereby acknowledged, MPA ENTERPRISES, L.P., the successor in interest by merger to Frist-Massey Neurological Building Institute, L.P. (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to MPA 310 NASHVILLE LLC, (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Physicians Park, Section 8, of record in Plat Book 7900, page 58, Register's Office for Davidson County, Tennessee to which plat reference is made for a more complete description.

Being the same property conveyed to Frist-Massey Neurological Building Institute, L.P. by deeds of record in Book 6454, page 695, Book 6454, page 699 and Book 7952, page 646 as rerecorded in Book 7995, page 582, Register's Office for Davidson County, Tennessee, which property was transferred to MPA Enterprises L.P. by quitclaim deed of record in Instrument Number 20001211-0121959, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the exceptions shown on Exhibit A attached hereto.

This is improved property known as 310 25th Avenue North, Nashville, TN.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever.

AND Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as herein set out. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns against the lawful claims of all persons.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 19th day of September, 2000.

MPA Enterprises, L.P.

By: Medical Properties of America, Inc.,
its General Partner

By: Richard Treadway
Title: Chairman and CEO

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard Treadway, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CEO of Medical Properties of America, Inc., the general partner of MPA Enterprises, L.P., the within named bargainor, a partnership, and that he as such CEO, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as CEO of Medical Properties of America, Inc., the general partner.

WITNESS my hand and official seal at _____, this 4th day of August, 2000.

Maureen J Anderson
Notary Public

My commission expires: 1-25-03

STATE OF ~~TENNESSEE~~ NEW YORK)
)
COUNTY OF NEW YORK)

The actual consideration or value, whichever is greater, for this transfer is $ 5,592,000

Affiant
ARIADNE A. BENDER

Subscribed and sworn to before me, this 20th day of September, 2000.

Notary Public

My Commission Expires: 3/21/2002

JOHN P. LOVERME
Notary Public, State of New York
No. 4926585
Qualified in New York County
Commission Expires Mar. 21, 2002

EXHIBIT A

Permitted Exceptions

1. Taxes for 2000, a lien not yet due and payable

2. Use Restrictions contained in an instrument of record in Book 6454, page 695, and Book 6454, page 699, Register's Office for Davidson County, Tennessee.

3. Restrictions contained in an instrument of record in Book 6500, page 282, Register's Office for Davidson County, Tennessee.

4. All matters appearing on the Plan of record in Plat Book 7900, page 58, Register's Office for Davidson County, Tennessee.

5. Deed of Trust and Security Agreement to the Industrial Development Board of The Metropolitan Government of Nashville and Davidson County, at Book 6454, Page 710, Register's Office for Davidson County, Tennessee, with collateral assignment of rents and leases at Book 6454, Page 738, said Register's Office with assignment to Commerce Union Bank at Book 6454, pages 733 and 749, said Register's Office, with Trust Indenture between the Industrial Board and Commerce Union Bank at Book 6454, Page 750, said Register's Office, and with UCC Financing Statement at Book 6454, Page 803, said Register's Office, and Subordination Agreement of record in Book 7952, Page 685, said Register's Office. Said Deed of Trust was amended by First Amendment to Deed of Trust and Security Agreement of record in Book 7952, Page 688, said Register's Office.

6. Deed of Trust to AmSouth Bank of Tennessee at Book 9570, Page 42, Register's Office for Davidson County, Tennessee. Said Deed of Trust having been modified by Modification of Deed of Trust, Assignment of Lease and other loan documents at Instrument No. 0304457, said Register's Office.

7. Deed of Trust to Hugh C. Howser, Jr., Trustee, of record in Book 6454, Page 829, amended in Book 7952, Page 697, Register's Office for Davidson County, Tennessee. Said Deed of Trust having been subordinated to the lien of the Deed of Trust in Book 9570, Page 42 by subordination agreement of record in Book 9596, page 766, said Register's Office.

8. Terms and conditions of Assignment of Lease of record in Book 9570, Page 50, Register's Office for Davidson County, Tennessee. Said Assignment of Lease having been modified by instrument of record at Instrument No. 199912170304457, said Register's Office.

9. UCC-1 Financing Statement of record in Book 9570, Page 53, Register's Office of Davidson County, Tennessee. Said UCC-1 Financing Statement having been continued in Book 11751, Page 556, said Register's Office.

10. UCC-1 Financing Statement shown as Instrument No. 388545, Office of Secretary of State, State of Tennessee.

Permitted Exceptions cont.

11. Easements and conditions contained in Bill 83-60 of the Metropolitan Council of Nashville and Davidson County, Tennessee, which closed Alley 929.

12. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4645, Page 654, Register's Office for Davidson County, Tennessee.

13. UCC-1 Financing Statement of record in Book 6454, Page 803, Register's Office for Davidson County, Tennessee.

14. UCC-1 Financing Statement shown as Document Nos. 217675 and 217676, Office of Secretary of State, State of Tennessee.

15. UCC-1 Financing Statement shown as Document No. C90694, Register's Office for Davidson County, Tennessee.

16. Grant of Utility Line Easement to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 11227, Page 349, Register's Office for Davidson County, Tennessee.

17. Easement for construction of slopes and construction of working area contained in the deed of record in Book 11303, Page 137, Register's Office for Davidson County, Tennessee.