THIS INSTRUMENT PREPARED BY:
Jeffrey M. Clark, Esq.
Waller Lansden Dortch & Davis,
A Professional Limited Liability Company
511 Union Street, Suite 2100
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,000,000.00

Affiant

Subscribed and sworn to before me this 17th day of January, 2001.

Notary Public

My Commission Expires: July 24, 2004

JEFFREY M. CLARK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 24, 2004

Davidson County DEEDWARR
Recvd: 01/19/01 15:21 8pgs
Fees:35.00 Taxes:7400.00
20010119-0006088

****

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NO.
PNL NASHVILLE, LLC c/o The PNL Companies 2121 San Jacinto, Suite 2900 Dallas, Texas 75201	Same	Map 51-6 Parcels 11,13, 55, and 56

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SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto PNL NASHVILLE, LLC, a Delaware limited liability company ("Grantee"), the representatives, successors and assigns of Grantee, certain real property in Davidson County, Tennessee, described on Exhibit A attached hereto (the "Property").

THE PROPERTY IS CONVEYED to Grantee subject to those matters set forth on Exhibits B and C attached hereto.

TO HAVE AND TO HOLD the Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining, except as set forth in the preceding paragraphs, to Grantee, the heirs, representatives, successors and assigns of Grantee, forever.

Grantor further covenants and binds itself, its representatives, successors and assigns to warrant and forever defend the title to said real estate to Grantee, the heirs, representatives, successors and assigns of Grantee, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

All exhibits referred to herein are attached hereto and incorporated herein by reference. 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.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the 18th day of January, 2001.

GRANTOR:

HTI Memorial Hospital Corporation

By: Howard K Patterson
Howard K. Patterson
Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Howard K. Patterson, the Vice President of HTI Memorial Hospital Corporation, a Tennessee corporation, with whom I am personally acquainted or who produced sufficient identification and who acknowledged that he executed the within instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand, at office, this 17th day of January, 2001.

Notary Public

My Commission Expires: July 24, 2004

JEFFREY M. CLARK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JULY 24, 2004

640427.3

Exhibit A
to Special Warranty Deed

(Map 51-6, Parcels 11, 13, 55 and 56)

Beginning at an iron pin set on the north right-of-way line of Due West Avenue, a 60-foot road; said pin being situated at the west end of the northwest return curve at the intersection of Due West Avenue and South Graycroft Avenue; thence,

1. With the north right-of-way line of Due West Avenue, North 86 degrees 47 minutes 27 seconds West, 296.81 feet to an iron pin set (North 86 degrees 47 minutes 27 seconds West, 299.06 feet as recorded); thence,

2. Continuing with said right-of-way line, North 86 degrees 38 minutes 35 seconds West, 759.54 feet to an existing iron pin; thence,

3. Continuing with said right-of-way line, North 87 degrees 34 minutes 14 seconds West, 519.13 feet to an iron pin set at the southeast corner of a tract of land conveyed to Marion G. Doyle by deed record in Book 6226, Page 945, Register's Office of Davidson County, Tennessee (1282.60 feet as recorded in deeds; for comparison of calls No. 2 and 3 collectively); thence,

4. With the east line of Doyle, North 01 degrees 22 minutes 50 seconds East, 702.78 feet to an iron pin set, (North 1 degree 14 minutes East, 698.44 feet as recorded); thence

5. With the easterly right-of-way line of Interstate 65, North 35 degrees 52 minutes 32 seconds East, 169.83 feet to an existing highway right-of-way monument, (North 35 degrees 59 minutes East 170 feet as recorded); thence,

6. Continuing with said right-of-way line, North 21 degrees 36 minutes 44 seconds East, 106.32 feet to an iron pin set, (North 21 degrees 34 minutes 51 seconds East, 106.42 feet as recorded); thence,

7. Continuing with said right-of-way line, North 12 degrees 51 minutes 14 seconds East, 359.76 feet to an existing highway right-of-way monument, (North 12 degrees 50 minutes 39 seconds East, 360.00 feet as recorded); thence,

8. Continuing with said right-of-way line, South 87 degrees 27 minutes 15 seconds East, 40.83 feet to an existing highway right-of-way monument, (South 87 degrees 52 minutes 44 seconds East, 41.01 feet as recorded); thence,

9. With the south line of a tract of land conveyed to Nashville Memorial Hospital, Inc. by deed of record in Book 7033, Page 961; Book 7098, Page 887; Book 7098, Page 883 and Book 7176, Page 523, R.O.D.C., Tennessee, South 87 degrees 15 minutes 20 seconds East, 907.05 feet to an existing iron pin, (South 87 degrees 16 minutes 46 seconds East, 907.8 feet recorded); thence,

10. Continuing with said line, South 87 degrees 15 minutes 50 seconds East, 33.82 feet to an existing iron pin, (South 87 degrees 15 minutes 01 seconds East, 33.82 feet as recorded); thence,

11. With the west line of a tract of land conveyed to Oliver R. Campbell, et ux by deed of record in Book 2929, Page 485, R.O.D.C., Tennessee, South 03 degrees 52 minutes 52 seconds West, 288.91 feet to an iron pin set, (South 03 degrees 51 minutes 44 seconds West, 289.19 feet as recorded); thence,

12. With the south line of Campbell, South 87 degrees 13 minutes 07 seconds East, 149.85 feet to an existing iron pin, (South 87 degrees 15 minutes 01 seconds East, 150.00 feet as recorded); thence,

13. With the south line of a tract of land conveyed to Frances K. Campbell by deed of record in Book 3375, Page 39, R.O.D.C., Tennessee, South 87 degrees 06 minutes 40 seconds East, 304.09 feet to an iron pin set in the west right-of-way line of South Graycroft Avenue, (a 55-foot right-of-way as widened), (South 88 degrees 13 minutes 51 seconds East, 307.35 feet as recorded); thence,

14. With said west right-of-way line, South 02 degrees 44 minutes 17 seconds West, 134.86 feet to an iron pin set, (South 02 degrees 41 minutes 23 seconds West, 135.00 feet as recorded); thence,

15. With the north line of a tract of land conveyed to George H. Moore, et ux by deed of record in Book 2882, Page 186, R.O.D.C., Tennessee North 87 degrees 03 minutes 53 seconds West, 307.24 feet to an existing iron pin, (North 88 degrees 09 minutes 15 seconds West, 310.59 feet as recorded); thence,

16. With the west line of Moore, South 04 degrees 01 minutes 15 seconds West, 134.19 feet to an iron pin set , (South 03 degrees 58 minutes 00 seconds West, 134.43 feet as recorded); thence,

17. With the south line of Moore, South 86 degrees 56 minutes 11 seconds East, 310.25 feet to an iron in set in the west right-of-way line of South Graycroft Avenue, (a 55-foot right-of-way as widened), (South 88 degrees 02 minutes 04 seconds East, 313.58 feet as recorded); thence,

18. With said west right-of-way line, South 02 degrees 44 minutes 17 seconds West, 149.03 feet to an iron pin set, (South 02 degrees 41 minutes 23 seconds West, 155.00 feet as recorded); thence,

19. With the north line of a tract of land conveyed to Eugenia Elmore Peay by deed of record in Book 3505, Page 267, R.O.D.C., Tennessee, North 87 degrees 10 minutes 48 seconds West, 314.29 feet to an iron pin set, (North 87 degrees 12 minutes 41 seconds West, 317.65 feet as recorded); thence,

20. With the west line of Peay, South 04 degrees 30 minutes 17 seconds West, 194.85 feet to an iron pin set, (South 04 degrees 28 minutes 24 seconds West, 195.05 feet as recorded); thence,

21. With the south line of Peay, South 87 degrees 09 minutes 49 seconds East, 320.29 feet to an iron pin set in the west right-of-way line of South Graycroft Avenue (a 55-foot right-of-way as widened), (South 86 degrees 30 minutes east, 307.0 feet as recorded); thence,

22. With said right-of-way line, South 02 degrees 44 minutes 17 seconds West, 376.07 feet to an iron pin set to the north end of the northwest return curve at the intersection of South Graycroft Avenue and Due West Avenue, (377.83 feet as recorded in deeds); thence,

23. 44.21 feet along the arc of a curve to the right that has a radius of 28.00 feet to the point of beginning; said curve has a chord bearing and distance of South 47 degrees 58 minutes 25 seconds West, 39.760 feet, (Length=39.38 feet, Radius of 25.19 feet and a chord bearing and distance of South 48 degrees 32 minutes 13 seconds West, 35.49 feet as recorded).

Being part of the same property conveyed to HTI Memorial Hospital Corporation, a Tennessee corporation by Quitclaim Deed from The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee of record as Instrument 20010116-0004489 in the Register's Office for Davidson County, Tennessee.

Exhibit B
to Special Warranty Deed

1. The covenants and agreements herein set forth in this Special Warranty Deed.

2. Rights of the public in streets and highways adjoining the Property, if any.

3. Zoning and building laws, ordinances, resolutions and regulations.

4. Real estate taxes and assessments for public improvements which are not delinquent and not yet due and payable.

5. Set back lines, easements, rights of way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Property.

6. Covenants, agreements, conditions, restrictions, reservations and other exceptions of record.

Exhibit C
to Special Warranty Deed

1. The Property may be used for any purposes allowed by applicable zoning codes and regulations. Notwithstanding the foregoing, however, the following uses shall not be permitted on the Property: (a) an acute care hospital, medical or surgical or specialty hospital, (b) a facility providing outpatient or inpatient surgery services, (c) a facility providing birthing services, (d) a facility providing outpatient psychiatric services, (e) a facility providing outpatient rehabilitation services, (f) the provision of skilled nursing services or (g) a facility providing "Ancillary Medical Services or Facilities" (as defined herein). Notwithstanding the foregoing, however, nothing in this Paragraph shall prevent licensed physicians who conduct a medical practice and related activities on the Property ("Physicians") from performing outpatient surgeries that do not require general anesthesia or intravenous sedation or from rendering pathological laboratory, radiological services to any such Physician's own patients, so long as such pathological laboratory and radiological services are merely ancillary and incidental to such Physician's primary medical practice and do not constitute the Physician's primary medical practice or specialty nor the predominant services rendered by the Physician to the Physician's patients. In addition, the Property may be utilized for the operation of either a nursing home or as a final hospice for the terminally ill. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a Physician or by other health care professionals under the direct supervision of a Physician, or a facility operated for the provision of any such service.

2. The provisions of this Exhibit shall remain in effect and be enforceable until such time as Skyline Medical Center, or any successor health care facility located at Nashville, Tennessee (the "Hospital"), or any successor health care facility which replaces Hospital, is permanently closed; provided, however, (i) the provisions of this Exhibit shall in any event terminate, lapse and be of no further effect on the date ninety-nine (99) years after the recording of this Exhibit (the "Restriction Period"). The Hospital or successor health care facility shall, for the purposes of the preceding sentence, be deemed to have permanently closed when and if such facility has been closed and no health care services of any kind have been provided therein for a period of twenty-four (24) consecutive months; provided, however, if no such health care services have been provided at such facility for such period of time

because of damage or destruction by fire or any other casualty, and such facility is being repaired or reconstructed, then such facility shall not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration.

3. The covenants and restrictions provided for in this Exhibit shall be effective upon the date hereof and shall run with the land. The agreements provided for herein shall inure to the benefit of and be binding upon the (a) the Grantor and its successors and assigns; (b) the Hospital; (c) the Grantee, and (d) the respective successors, successors-in-title, assigns, heirs and lessees of Hospital and the Grantee, and their respective agents, employees, lessees and invitees. The covenants and restrictions provided for in this Exhibit shall remain in full force and effect and shall be unaffected by any change in ownership of the Property, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Grantor and the Hospital by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit, and, therefore, Grantor and Hospital shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit, as well as any other relief available at law or equity. The failure of Grantor or Hospital, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit, or to exercise any right or privilege conferred in this Exhibit, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

4. This Exhibit shall be governed, construed and enforced in accordance with the laws of the State of Tennessee. If any covenant, condition, restriction, option, or other provision of this Exhibit shall be unlawful, void or voidable for the violation of any rule of law, including, but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision shall continue only until the date twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Elizabeth II, Queen of England.