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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 $500,000.00.

Affiant

Subscribed and sworn to before me this 13th day of March, 2001.

Notary Public

My Commission Expires:
Sept. 27, 2003

Davidson County DEEDWARR
Recvd: 03/14/01 16:57 7pgs
Fees:31.00 Taxes:1850.00
20010314-0024595

****

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NO.
1915 Glen Echo Drive, LLC c/o Matthew M. Petrin P.O. Box 50557 Nashville, TN 37205	Same	Map 117-15 Parcel 36

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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, HCA Realty, Inc., a Tennessee corporation ("Grantors"), has bargained and sold, and by these presents does transfer and convey unto 1915 Glen Echo Drive, LLC, a Tennessee limited liability company ("Grantee"), the successors and assigns of Grantee, certain real property in Davidson County, Tennessee, described on Exhibit 1 attached hereto and made a part hereof, which is hereinafter referred to as "Property."

TO HAVE AND TO HOLD the Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining, the heirs, successors and assigns of Grantee, forever. The Property is conveyed subject to the matters set forth on Exhibits 2 and 3 attached hereto and made a part hereof.

Grantor further covenants and binds itself and its successors and assigns to warrant and forever defend the title to the Property to Grantee and the 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 on the 13th day of March, 2001.

GRANTOR:

HCA REALTY, INC.

By: Howard K. Patterson

Howard K. Patterson
Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Howard Patterson, the Vice President of HCA Realty, Inc., 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 13th day of March, 2001.

Carla J Fenswick
Notary Public

My Commission Expires:

CARLA P. FENSWICK
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 24, 2004

653767.2

Exhibit 1

TO SPECIAL WARRANTY DEED

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 1, on the Plat of 1st Revision of A.R.A. Subdivision, of record in Book 4885, page 128, Register's Office for Davidson county, Tennessee, described as follows:

Said Lot 1 fronts 132.0 feet on the southerly margin of Glen Echo Road and extends back 150.0 feet on the westerly line and 150.8 feet on the easterly line, to a line on the rear on which is measures 116.4 feet.

Being the same property conveyed to HCA Realty, Inc., a Tennessee corporation by deed from Green Hills Properties, a Tennessee general partnership, of record in Book 7688, page 570 Register's Office for Davidson County, Tennessee.

Exhibit 2

TO SPECIAL WARRANTY DEED

1. The covenants and restrictions 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. Covenants, agreements, conditions, restrictions, reservations and other exceptions of record and all easements and rights of way.

6. Set-backs, encroachments, rights-of-way and other matters that would be disclosed by an accurate survey and inspection of the Property.

Exhibit 3

TO SPECIAL WARRANTY DEED

1. The Property may be used for any purposes allowed by applicable zoning codes and regulations. 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. 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 the hospital facility operated by Grantor or any of Grantor's affiliates known as Centennial Medical Center located in Nashville, Tennessee or any successor health care facility (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, right of first refusal 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.