BOK 38
J. KING

This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller & Martin LLP
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 12/23/02 13:47 7pgs
Fees:38.00 Taxes:14800.00
20021223-0158161

Address New Owner(s):
Kurmar Equity Capital, LLC
1717 20th Street Suite 105
Vero Beach, FL 32960

Send Tax Bills to:
SAME

Map and Parcel:
Map: 128
Parcel: 148

SPECIAL 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 consideration, the receipt of which is hereby acknowledged, BAPTIST HOSPITAL SYSTEM, INC. (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to KURMAR EQUITY CAPITAL, LLC, a Florida limited liability company, (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

The tract or parcel of land located in Nashville, Davidson, County, Tennessee and being more particularly described on Exhibit A attached hereto.

This is improved property known as 7640 Highway 70S, Nashville, Tennessee.

Except as may be expressly set forth in the Contract of Purchase and Sale between Grantor and Ritzen Group, Inc., predecessor in interest to Grantee (the "Contract"), it is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the herein described premises, including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Grantor's warranty of title set forth herein and any other warranty or representation by Grantor contained in the Contract), zoning, tax consequences, physical or environmental condition (including the presence of asbestos), utilities, operating history or projections, valuation, governmental approvals, the compliance of the premises with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Grantor to Grantee, or any other matter or thing regarding the premises. Grantee acknowledges and agrees, that except as expressly set forth in the Contract, Grantor hereby sells and conveys to Grantee and Grantee hereby accepts the premises "as is", "where is, with all faults." Except as may be expressly set forth in the Contract, Grantee will not rely on and Grantor is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the

premises or relating thereto made or furnished by Grantor, the manager of the premises, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, verbally or in writing. Grantee represents to Grantor that Grantee has conducted such investigations of the premises, including but not limited to, the physical and environmental conditions thereof, as Grantee deems necessary to satisfy itself as to the condition of the premises and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the premises, and, except as expressly set forth in the Contract, will rely solely upon the same and not upon any information provided by or on behalf of Grantor or its agents or employees with respect thereto. Except as expressly set forth in the Contract, Grantee shall accept the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Grantee's investigations, and, except as may be expressly set forth in the Contract, Grantee shall be deemed to have waived, relinquished and released Grantor from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Grantor at any time by reason of or arising out of any construction defects, physical conditions, violations or any applicable laws (including any environmental laws) any and all other acts, omission, events, circumstances or matters regarding the premises, except to the extent of any specific representations, warranties or agreement made by Grantor in the Contract.

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. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it, subject to those matters set forth on Exhibit B attached hereto. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but no further or otherwise.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 20th day of December, 2002.

BAPTIST HOSPITAL SYSTEM, INC.

By: James A. O'Keefe Jr.

Title: President & CEO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James O'Keefe, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of BAPTIST HOSPITAL SYSTEM, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 20th day of December, 2002.

Notary Public

My Commission Expires: 5/31/2004

***

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $4,000,000.00.

Affiant

Subscribed and sworn to before
me this 20 day of December, 2002.

Notary Public

My Commission Expires: 11/27/04

MARILYN HYDE
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

1383112.1

EXHIBIT A

Land lying in the 35th Councilmanic District of Nashville, Davidson County, Tennessee, and being the remaining portion of Lot 1, First Revision, Bellevue Center, and being the property of Baptist Hospital System, Inc., of record at Instrument No. 20011231-0144918 , at the Register's Office for Davidson County, Tennessee, and being bound on the south by the northerly right-of-way line of S.R. 70 S., on the west by the U.B. Properties, L.L.C., property of record at Instrument No. 20000901-0086796, GAT Development Corporation property, of record in Deed Book 10305, Page 549, Bellevue West Shopping Center, of record in Deed Book 9560, Page 305, and Rechter-Davis Properties property, of record at Instrument No. 19991228-0307537, on the north by the excluded portion of Lot 1, First Revision, Bellevue Center, being the property of The Oasis Church, Inc. of record at Instrument No. 20020522-0062445, and on the east by the westerly line of a joint access easement, of record in Plat Book 7900, Page 473, and being more particularly described as follows:

BEGINNING at a concrete monument found, being the southwesterly corner of the herein described tract and being the southeasterly corner of the U.B Properties, L.L.C. property;

Thence, N 20 deg 12' 18" E, 343.10' to a concrete monument found, being the northeasterly corner of the GAT Development Corporation property;

Thence, N 69 deg 47' 42" W, 431.80' to a concrete monument found, being the southeasterly corner of the Rechter-Davis Properties property;

Thence, N 13 deg 28' 59" E, 210.89' to a punch hole found in the top of curb;

Thence, with the tract division line, S 78 deg 51' 55" E, 320.53' to an iron pin found;

Thence, S 69 deg 36' 09" E, 209.85' to an iron pin found;

Thence, N 82 deg 41' 02" E, 71.34' to an iron pin found in the westerly line of the joint access easement;

Thence, with a curve to the left, having a central angle of 07 deg 01' 32", a radius of 963.18', chord bearing and distance S 10 deg 15' 15" E, 118.03', along an arc length of 118.10' to a P.K. nail found;

Thence, with a curve to the right, having a central angle of 33 deg 58' 16", a radius of 300.00', chord bearing and distance, S 03 deg 13' 07" W, 175.28', along an arc length of 177.87', to an iron pin found;

Thence, S 20 deg 12' 15" W, 380.82' to a P.K. nail found in the northerly right-of-way line of S.R. 70 S;

Thence, with said right-of-way line, N 69 deg 48' 13" W, 175.00' to an iron pin found;

Thence, with said right-of-way line, North 20 deg. 12' 18" W, 14.00 feet to a concrete monument found;

Thence, N 69 deg. 47' 42" W, 68.75 feet to the POINT OF BEGINNING and containing 250,972 square feet or 5.761 acres, more or less, as shown by survey made by Michael R. Williams, Registered Land Surveyor, Tennessee License No. 1906, Hart Freeland Roberts, Inc., 7101 Executive Center Drive, Suite 300, Brentwood, Tennessee, dated November 1, 2002, as last revised December 17, 2002, bearing Job No. 2002094.

Being part of the same property conveyed to Baptist Hospital System, Inc. by deeds recorded at Instrument Number 20011231-0144918 and Instrument No. 20021223-0151411.

EXHIBIT B

1. Taxes for the year 2003, not yet due and payable.

2. All matters shown on Plat of record in Book 6900, page 33, Book 6900, page 382, and Book 6900, page 718, Register's Office for said County.

- Surveyor's Certificates of Correction of record in Book 7616, page 799, and Book 7622, page 150, Register's Office for said County.

3. Restrictions and easement for installation and maintenance of utilities of record in Book 6958, page 561, as amended in Book 7603, page 696, and as modified by Agreement in Book 9332, page 929, Register's Office of said County.

4. Easement for signage of record in Book 7603, page 696, Register's Office for said County.

5. Easement for sewer line as recorded in Book 6551, page 981, Register's Office for Davidson County, Tennessee.

6. Reciprocal Easement Agreement of record in Book 10035, page 765, Register's Office for said County, as modified in Instrument No. 20020522-0062444, Register's Office for said County and as further modified.

7. Utility Easement of record as Instrument No. 199912080301023, Register's Office for said County.

8. Easement for ingress-egress and for waterline connection of record in Instrument No. 20020522-0062445, Register's Office for said County.

9. Terms and provisions of the easement for use of drainage facilities in Instrument No. 20020522-0062445, Register's Office for said County.