BILL GARRETT, Davidson County
Trans:T20140036564 DEEDWARRSP
Recvd: 05/27/14 08:58 5 pgs
Fees:28.00 Taxes:740.00
20140527-0045044

FROM: HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation

TO: MIDDLE TENNESSEE SCHOOL OF ANESTHESIA, INC., a Tennessee nonprofit corporation

Address of New Owner:	Send Tax Bills to:	Map-Parcel No.
Middle Tennessee School of Anesthesia P.O. Box 417 Madisonville, TN 37345 Attn: Kenneth L. Schwab	Same as New Owner	052-03-124.00

PREPARED BY: WALLER LANSDEN DORTCH & DAVIS, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219-1760

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 200,000.00 .

Affiant

Subscribed and sworn to before me, this the 22nd day of May, 2014

NOTARY PUBLIC

My Commission Expires: 7/3/17

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **HTI MEMORIAL HOSPITAL CORPORATION**, a Tennessee corporation, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto **MIDDLE TENNESSEE SCHOOL OF ANESTHESIA, INC.**, a Tennessee nonprofit corporation, hereinafter called the GRANTEE, its successors or assigns, a certain tract or parcel of real property in Davidson County, State of Tennessee, described as follows (the "Real Property"), to wit:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.

TO HAVE AND TO HOLD the Real Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to GRANTEE, its successors or assigns forever, subject only to (a) the use restrictions and other matters set forth on **Exhibit B** attached hereto and made a part hereof, (b) any and all encumbrances, covenants, conditions, restrictions, easements and matters that are

of record in the Register's Office for Davidson County, Tennessee that may affect the Real Property, or which would be shown on an accurate survey of the Real Property, (c) ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Property which are not delinquent; and (d) zoning and building laws, ordinances, resolutions, and regulations (collectively, the "Permitted Encumbrances").

GRANTOR further covenants and binds itself and its representatives, heirs and assigns to warrant specially and forever defend the title to the Real Property to GRANTEE, its successors or assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the Permitted Encumbrances), 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.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed on the 19th day of May, 2014

Grantor:

HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation

By: _____

Print Name: Nicholas L. Paul

Print Title: Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Nicholas L. Paul, with whom I am personally acquainted and who, upon oath, acknowledged himself/herself to be the Vice President of HTI MEMORIAL HOSPITAL CORPORATION, the within named bargainor, a Tennessee corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Vice President as such Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 19th day of May 2014

_____
NOTARY PUBLIC

My Commission Expires: March 6, 2018

HELEN W. COOK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A TO SPECIAL WARRANTY DEED

LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEING LOT 3 ON THE SUBDIVISION PLAT REVISION THREE TO LOTS 1 & 3 - SEVENTH DAY ADVENTIST & TENNESSEE CHRISTIAN MEDICAL CENTER OF RECORD IN INSTRUMENT NO. 201206070049930, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING PART OF THE SAME PROPERTY CONVEYED TO HTI MEMORIAL HOSPITAL CORPORATION BY QUITCLAIM DEED OF RECORD IN INSTRUMENT NO. 200612040149336, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B TO SPECIAL WARRANTY DEED

1. **Permitted and Prohibited Uses.**

(a) Except as provided otherwise in this Exhibit B, the Real Property and any improvements now or hereafter thereon (collectively, the "Property") may be used and occupied for any purpose permitted by applicable laws, codes and regulations.

(b) In no event shall the Property or any part thereof be used for the following activities without the prior consent of HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation d/b/a TriStar Skyline Medical Center located at 3441 Dickerson Pike, Nashville, Tennessee 37207 or any successor health care facility that replaces TriStar Skyline Medical Center (the "Hospital"), as evidenced by the written consent of either: (i) the Chief Executive Officer of the Hospital or (ii) so long as the Hospital is owned and operated by HCA Holdings, Inc., the Vice President-Real Estate of HCA Holdings, Inc., which consent may be granted or denied in its sole and absolute discretion: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined); and (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center.

(c) As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, (i) 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 (MRI); physical therapy services; and respiratory therapy service and (ii) 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 licensed physician (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.

(d) Grantee shall indemnify and hold harmless Hospital against all costs, expenses, damages, liability, or loss caused by any violation hereof of any provision of this Exhibit B by, through or under Grantee, its tenants and subtenants of Grantee and their respective agents, contractors, partners, officers, directors, employees and invitees.

Nothing herein shall be deemed to prohibit Grantee, at any time, from utilizing the Property for (i) the training and educating of students as certified registered nurse anesthetists and doctors of nurse anesthesia practice; and (ii) any additional accredited academic programs, including undergraduate and graduate programs, that do not involve the direct examination and diagnosis of patients on the Property.

2. **Covenants Running with the Land; Enforcement and Remedies.** The covenants, agreements, rights, options and restrictions set forth in this Exhibit B shall be effective upon the date of this Deed and shall be covenants running with the land and shall be binding upon Grantee, its/his/hers heirs, successors and assigns, and all persons or entities claiming by, through or under Grantee or its/his/her heirs, successors and assigns, and shall inure to the benefit of Hospital and its heirs, successors and assigns. Irreparable harm will result to Hospital by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit B, and, therefore, Hospital shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit B, as well as any other relief

available at law or equity. The failure of Hospital, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit B, or to exercise any right or privilege conferred in this Exhibit B, 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.