THIS INSTRUMENT PREPARED BY:
Carla Fenswick, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

BILL GARRETT, Davidson County
Trans:T20160078321 DEEDWARRSP
Recvd: 09/07/16 11:51 7 pgs
Fees:38.00 Taxes:666.00
20160907-0093983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $180,000.00.

Affiant

Subscribed and sworn to before me this 6th day of Sept, 2016.

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

MY COMMISSION EXPIRES: MARCH 07, 2017

My Commission Expires: 03.07.2017

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ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NO.
JAR Development, LLC 8110 Isabella Ln. Ste 200 Brentwood, TN 37027	SAME	05203019200

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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 JAR DEVELOPMENT, LLC, a Tennessee limited liability company ("Grantee"), the heirs, representatives, successors and assigns of Grantee, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

See attached Exhibit A

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 the matters set forth on Exhibit B (the "Permitted Encumbrances") and the Restrictive Covenants (the "Restrictive Covenants) as set forth in Exhibit C, attached hereto and made a part hereof.

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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the 2nd day of September, 2016.

GRANTOR:

HTI MEMORIAL HOSPITAL CORPORATION,
a Tennessee corporation

By: _____
Name: Nicholas L. Paul
Title: Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nicholas L. Paul, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation, the within named bargainor, a limited partnership, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 2nd day of September, 2016.

_____
Notary Public

My Commission Expires: March 6, 2018

HELEN W. COOK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

4848-5521-1575

EXHIBIT A

Description of the Real Property

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Subdivision Plat, Revision Three to Lots 1 & 3 - Seventh Day Adventist & Tennessee Christian Medical Center of record in Plat at Instrument No. 20120607 0049930, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to HTI Memorial Hospital Corporation, a Tennessee corporation by Quitclaim deed from TCMC Madison Portland, Inc., a Tennessee corporation of record in Instrument No. 20061204-0149336 Register's Office for Davidson County, Tennessee, dated December 1, 2006 and recorded on December 4, 2006.

EXHIBIT B

Permitted Exceptions

1. Taxes or special assessments for the year 2016 and all subsequent years.

2. Subject to all matters shown on the Plan of record as Instrument Number 20120607-0049930, Register's Office of Davidson County, Tennessee.

3. Easement(s) to Madison Suburban Utility District, as set forth as Instrument No. 20030310-0031373, said Register's Office.

4. Water Line Easement of record in Book 4060, Page 135, in the Register's Office for Davidson County, Tennessee.

5. 20' Public Sewer Easement of record in Book 7043, Page 184 and Instrument No. 20060131-0012138, in the Register's Office for Davidson County, Tennessee.

6. 20' Public Drainage Easement of record in Instrument No. 20060131-0012138, in the Register's Office for Davidson County, Tennessee.

7. 10' Public Drainage Easement of record in Book 4060, Page 123, in the Register's Office for Davidson County, Tennessee.

EXHIBIT C

Restrictive Covenants

1. Permitted Uses. (a) Except for uses prohibited below in Section 1(b), the Property may be used for any purposes allowed by applicable zoning codes and regulations, including without limitation, medical or dental physician office practices, eye centers, nursing homes, assisted living facilities and any health care related commercial office uses.

(b) Notwithstanding any provision of Section 1(a) above however, the following uses shall not be permitted on the Property:

(i) any acute care, medical or surgical or specialty hospital;
(ii) any ambulatory surgery center; or
(iii) a birthing center.

The following uses shall not be permitted on the Property where such use is intended as the primary function or service of the facility. Such uses are permitted where merely incidental and ancillary to the office practice of a physician or physician group:

(i) outpatient or inpatient surgery services;
(ii) an emergency medicine department;
(iii) an urgent care facility staffed by a physician dedicated to the delivery of immediate medical care on an unscheduled, walk-in basis where the establishment of an ongoing physician-patient relationship is not anticipated or intended;
(iv) an outpatient diagnostic imaging service (which includes, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, CT, ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and MRI), or
(v) a full service cancer treatment center (which includes, without limitation, the following treatments or facilities: PET CT, radiation therapy, and chemo-therapy).

2. Term. 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 located in Madison, Tennessee (the "Hospital"), or any successor health care facility which replaces Hospital, is permanently closed; provided, however, the provisions of this Exhibit shall in any event terminate, lapse and be of no further effect on the date ten (10) years after the effective date 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 healthcare 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) Declarant and its successor and assigns; (b) the Hospital; (c) Grantor; and (d) the respective successors, successors-in-title, assigns, heirs and lessees of the Hospital and Grantor, and their respective agents, employees, lessees and invitees. The covenants and restrictions provided for herein shall remain in full force and effect and shall be unaffected by any change in ownership of the Property, 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 herein 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.