

## Execution Version

### REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made on the "Agreement Date" (as defined in Section 14 of this Agreement) by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Seller"), and HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation, doing business as "TriStar Skyline Medical Center", or its assigns ("Buyer").

#### WITNESSETH

WHEREAS, Seller is the owner of that certain parcel of land containing 30.96 acres in Davidson County, Tennessee, known as Tax Parcel 05100002200 (the "Parent Tract"); and

WHEREAS, Seller anticipates subdividing the Parent Tract into two (2) tracts of land consisting of Tract 1 (which will contain 5.46 acres of land) and Tract 2 (which will contain 25.50 acres of land), as such Tracts 1 and 2 are more particularly shown on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Seller desires and agrees to sell and Buyer desires and agrees to purchase all of Tract 1 (the "Land") together with (a) all buildings, structures and other improvements located thereon (collectively, the "Improvements"); and (b) all rights and appurtenances pertaining to the Land including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "Appurtenant Rights"); together with the Land and the Improvements being referred to herein collectively as the "Property"), pursuant to the terms of this Agreement.

#### AGREEMENT

1. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00). The Purchase Price shall be an in gross amount (not based on a per acre price) and shall be payable by Buyer as follows:

(a) Intentionally omitted.

(b) the balance of the Purchase Price shall be paid at the closing of the sale of the Property and delivery of Seller's deed (the "Closing").

2. **Seller's Deed and Drainage Easement.** At Closing, Seller shall execute and deliver to Buyer a special warranty deed in recordable form (the "Deed"), conveying to Buyer good and marketable title to the Property in fee simple, free and clear of all liens, encumbrances, covenants, easements, rights of way, claims, rights and other matters whatsoever, except for those matters reflected on the Title Commitment (as defined in Section 6(a)) or the Survey (as defined in Section 7) that is either (i) objected to, but ultimately waived by Buyer, or (ii) not objected to by Buyer pursuant to the terms of Section 6 herein (the "Permitted Exceptions"). Seller's Deed shall also grant to Buyer a perpetual non-exclusive easement (20 feet in width) for storm water drainage from the Property to and into Seller's existing retention pond as more particularly shown on the diagram attached hereto as Exhibit A (the "Drainage Easement"), which Drainage Easement shall contain terms and provisions mutually acceptable to Seller and Buyer. There shall be a restriction in the Deed to prevent any building, improvement, tree or landscaping located on the Land from casting a shadow on the adjacent property described in Exhibit B (the "Solar Property") greater than the shadow cast by a vertical hypothetical wall five (5) feet high located along any boundary line of the Solar Property, daily between the hours of 5:00 AM and 8:30 PM Central Standard Time.

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3. **Representations and Warranties.** Seller hereby represents and warrants to Buyer as of the Agreement Date:

(a) Seller has not received written notice of any condemnation proceedings affecting the Property nor to the knowledge of Seller are there condemnation proceedings or any other threatened actions, suits or proceedings against or affecting the Property or any portion thereof, or relating to or arising out of the ownership, operation, use or maintenance of the Property.

(b) As of the Closing, the Property will not be subject to (i) any leases or occupancy rights granted to any person or entity, (ii) any purchase rights, options, rights of first refusal or rights of first offer in favor of any party other than Buyer, or (iii) any service agreements, management agreements or similar service contracts affecting all or any part of the Property which will survive the date of the Closing.

(c) Intentionally omitted.

(d) Seller has not received written notice of any attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Seller or the Property.

(e) Upon approval of this Agreement by the Metropolitan Council, this Agreement shall be duly and validly authorized and executed by Seller, and Seller shall have full right, title, power and authority to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to convey the Property fully and completely to Buyer at Closing. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not, and at the Closing will not, result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which the Property or any portion thereof is bound; and does not, and at the Closing will not, constitute a violation of any law, order, rule or regulation applicable to Seller or any portion of the Property of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Seller or any portion of the Property.

(f) Intentionally omitted.

(g) To Seller's best knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property. Seller has not received written notice of violation of any of the foregoing.

(h) To Seller's best knowledge, the Property is not presently included within any Federal Emergency Management Agency ("FEMA") flood zone other than zone B, C or X. Seller shall promptly provide Buyer with a copy of any notification received by Seller of any change in FEMA designations affecting the Property. The Property is not within any other flood plain, flood way or flood control district, as determined by any other governmental entity.

The representations and warranties herein under this Section shall survive the Closing and shall continue thereafter in full force and effect for the benefit of Buyer and its successors and permitted assigns for a period of ninety (90) days after the date of Closing.

4. **Conditions Precedent.**

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(a) Buyer's Conditions Precedent. Unless the following conditions are satisfied or waived in writing by Buyer on or before the Closing Date, Buyer may elect to terminate this Agreement:

(i) Seller shall have good and marketable, indefeasible, insurable fee simple title to the Property, free and clear of all defects, security interests, liens, encumbrances, easements, covenants, restrictions, reservations, conditions, encroachments, assessments for public or private improvements (general or special) or any other matters whatsoever, except for Permitted Exceptions.

(ii) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the date hereof and as of the time of the Closing as though made as of such time. Seller shall have duly performed, complied with and satisfied in all material respects all covenants, agreements and conditions required by this Agreement to be performed, complied with or satisfied by it prior to or at the time of the Closing.

(iii) First American Title Insurance Company, 414 Union Street, Suite 1205, Nashville, Tennessee 37219; Attention: Carol Slone ("**Title Company**") shall be unconditionally and irrevocably obligated to issue after Closing a title policy insuring Buyer's good and marketable fee simple title to the Property subject to no exceptions other than the Permitted Exceptions, all pursuant to a pro forma Title Policy acceptable to Buyer and approved by Buyer before Closing (the "**Title Policy**").

(iv) There shall have been no material adverse change in the physical condition of the Property from and after the Agreement Date to and through the Closing Date.

(v) Buyer shall have received all internal corporate approvals from all management, committees, boards or other personnel charged with authorizing expenditure of the Purchase Price for the purchase of the Property.

(vi) Seller shall have executed and delivered to Buyer all of the documents, agreements and certificates required to be executed or delivered by Seller pursuant to any term or provision of this Agreement, including those set forth in Section 8 below.

(vii) Buyer shall have obtained the Survey showing no matters unacceptable to Buyer in its sole but reasonable discretion, in form and substance sufficient for the Title Company to remove the "survey" exception from the title policy.

(viii) Buyer shall have entered a Brownfield Voluntary Agreement ("**Brownfield Agreement**") with the Tennessee Department of Environment and Conservation ("**TDEC**") on terms acceptable to Buyer in its sole discretion (including third party contribution protection), and the Brownfield Agreement shall be fully executed and effective.

(ix) Buyer shall have received TDEC approval of a Soil Management Plan permitting the redevelopment of the Property on terms acceptable to Buyer in its sole discretion.

(x) Buyer shall have received from TDEC a letter determination that no further action is required at the Property with respect to environmental conditions, with terms acceptable to Buyer in its sole discretion.

(xi) Seller, at its sole cost, shall have caused a subdivision plat (subject to revisions mutually acceptable to Buyer and Seller) creating Tract 1 and Tract 2 which plat shall be in a form substantially similar to Exhibit A attached hereto (the "**Subdivision Plat**") to have been approved

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by all required governmental bodies and recorded in the Register's Office for Davidson County, Tennessee.

The conditions precedent set forth in this Section 4(a) are intended solely for the benefit of Buyer. If any of such conditions are not satisfied on or before the Closing Date, Buyer shall have the right, at its sole election, either to waive the condition in question, either in whole or in part, and proceed with the purchase or, in the alternative, terminate this Agreement by giving Seller written notice of such election by delivering written notice to Seller at any time on or before the Closing Date. If Buyer does not provide such written notice on or before the Closing Date, Buyer shall be deemed to have waived any such conditions.

(b) Seller's Condition Precedent. Unless the following condition is satisfied or waived in writing by Seller on or before the Closing Date, Seller may elect to terminate this Agreement:

(i) The Metropolitan Council shall have approved this Agreement and the transaction contemplated by this Agreement.

(ii) Seller, at its sole cost, shall have caused the Subdivision Plat to have been approved by all required governmental bodies and recorded in the Register's Office for Davidson County, Tennessee.

The condition precedent set forth in this Section 4(b) is intended solely for the benefit of Seller. If this condition is not satisfied on or before the Closing Date, Seller shall have the right, at its sole election, to terminate this Agreement by giving Buyer written notice of such election by delivering written notice to Buyer at any time on or before the Closing Date.

5. Inspection of Property. Commencing on the Agreement Date and continuing through 11:59 p.m. (local time) on the date that is one hundred eighty (180) days after the Agreement Date (the "**Inspection Period**"), Seller shall afford Buyer and its agents and representatives the right to inspect the Property and to enter upon the Property and conduct engineering studies, soil and subsoil tests, and to conduct feasibility studies to determine if the Property is suitable for Buyer's intended use. Buyer shall indemnify and hold Seller harmless from and against any loss, claim or liability to the extent arising or to the extent resulting from any physical damage to the Property or injuries to persons or property resulting from the inspections made by Buyer or Buyer's agents or representatives. Buyer may for any reason, or for no reason, terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period.

6. Title Insurance.

(a) Buyer shall obtain a commitment for an owner's policy of title insurance ("**Title Commitment**") from the Title Company within thirty (30) days after the Agreement Date and shall provide a copy of the Title Commitment to Seller within fifteen (15) days thereafter. If the Title Commitment shows that Seller does not have good, record and marketable indefeasible, fee simple title to the Property, or that there are any defects, liens or encumbrances or any other matters which are not acceptable to Buyer, Buyer may notify Seller within (i) twenty (20) days following Buyer's receipt of the Title Commitment and all exception documents or (ii) twenty (20) days following Buyer's receipt of a Survey, whichever is later. Any title exceptions appearing on the Title Commitment which Buyer does not object to in Buyer's title objections' notice shall be deemed accepted and a part of the Permitted Exceptions. By not later than thirty (30) days after receipt of notice of such title objections (the "**Cure Period**"), Seller may, but shall not be obligated to take and complete all actions as are necessary to (A) render the title to the Property marketable and in accordance with the foregoing requirements and/or (B)

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remove any such defects, liens and encumbrances. If Seller declines or otherwise fails within the Cure Period to (a) eliminate any such defects, liens and encumbrances, and (b) obtain an endorsement deleting such matters as exceptions in the Title Commitment and the title policy, Buyer shall have the option to accept the status of the title subject to such defects, liens or encumbrances and other matters and proceed with this Agreement, or give Seller written notice of termination, in which event this Agreement shall terminate and Buyer shall be released of all liabilities and obligations under this Agreement. If this Agreement is terminated in accordance with any provision of this Section 6, Buyer and Seller shall be released of all liability hereunder and the indemnity obligations of the parties under this Agreement shall survive such termination.

(b) Intentionally omitted.

(c) If, after the condition of title to the Property has been approved by Buyer as provided by this Section 6, the Property becomes encumbered or subject to any matter other than those shown on the original Title Commitment or any monetary lien not caused by or approved by Buyer, and if Buyer objects to such encumbrance or matter, then Seller may, but shall not be obligated to, cure any such objections of Buyer, at Seller's expense, within thirty (30) days after receiving notice of such objections. If any objection described in this paragraph is not satisfied by Seller, Buyer shall have the right to either (i) terminate this Agreement; or (ii) elect to purchase the Property notwithstanding Seller's failure to cure such objection in which case this Agreement shall continue in full force and effect.

(d) At Closing, Seller shall deliver to the Title Company a standard and customary owner's and seller's affidavit in the form satisfactory to Seller and customarily required in Tennessee by the Title Company to remove the "pre-printed exceptions for mechanics liens and parties in possession" from the owner's title insurance policy to be issued to Buyer. Buyer understands and agrees that any such Seller's affidavit shall not contain any provision that requires Seller to indemnify or hold harmless the Title Company or any other person or entity.

7. **Survey.** During the Inspection Period, Buyer shall obtain a survey of the Property which shall delineate and monument the exact boundary lines of the Property (the "Survey"). The survey shall set forth the exact square footage of the Property and a metes and bounds description of the Property prepared by a Tennessee registered surveyor. Said metes and bounds descriptions shall be used in each Seller's Deed to Buyer. Buyer shall notify Seller of any objections to survey matters in accordance with Section 6(a) herein.

## 8. Closing.

(a) If Buyer or Seller has not terminated this Agreement as permitted herein, then delivery of the Deed and all other closing documents to be delivered by Seller to Buyer and payment of the Purchase Price in accordance with the provisions of Section 1 of this Agreement shall occur on a date mutually agreed on by the parties but in no event later than the later of (i) the expiration date of the Inspection Period or (ii) the date on which the last of Buyer's and Seller's conditions precedent as set forth in Section 4(a) and Section 4(b) is satisfied or waived in writing by the party in whose favor the condition runs (the "Closing Date"). The parties shall close the purchase of the Property in escrow through the Title Company's office. Closing shall not require the personal appearance of representatives of Buyer or Seller.

(b) At or prior to Closing, Seller shall deposit into escrow with Title Company, for delivery to Buyer, duly executed originals of the following, all of such documents to be reasonably acceptable to Seller and Buyer:

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- (i) a settlement statement;
- (ii) the Deed;
- (iii) Intentionally omitted;
- (iv) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company and its underwriter in the form reasonably satisfactory to Seller and customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the title insurance policy with all standard exceptions deleted and subject only to the Permitted Exceptions; provided that any such Seller's affidavit shall not contain any provision that requires Seller to indemnify or hold harmless the Title Company or any other person or entity;
- (v) documents satisfactory to the Title Company authorizing the execution of this Agreement and the sale of the Property;
- (vi) a certificate certifying that Seller's representations and warranties made hereunder are true and correct in all material respects; and
- (vii) any other documents as may be required to satisfy Seller's requirements under the Title Commitment or as may otherwise be reasonably required by the Title Company for the issuance of the Title Policy.

(c) At or prior to Closing, Buyer shall pay the Purchase Price in full and shall deposit into escrow with Title Company for delivery to Seller duly executed originals of the settlement statement.

(d) At the Closing, Buyer shall pay the costs of its due diligence, the costs of the Survey, the costs of the Title Policy, the costs of any endorsements to the Title Policy, the costs of any inspections conducted by Buyer, and its own attorneys' fees. The Buyer shall also pay all transfer and similar taxes, and recording fees. Seller may elect to pay the costs of satisfying any monetary liens encumbering the Property not created by Buyer, and its own attorneys' fees. The parties shall split evenly any escrow charges charged by the Title Company in conducting the Closing.

9. **Possession.** Exclusive possession of the Property shall be given to Buyer on the date of Closing.

10. **Real Estate Taxes.** The Property is tax exempt and not subject to any leases to third parties. Therefore, no real property taxes or rents shall be prorated at the Closing.

11. **Notices.** Any notice or other writing required or permitted to be given to a party under this Agreement, the parties expressly authorizing their counsel to give any such notice or writing, shall be given in writing and shall be (a) delivered by hand or (b) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (c) delivered through or by UPS, FedEx, Express Mail, DHL or other receipted expedient mail or package service, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder shall be deemed complete upon actual receipt or upon hand delivery to the appropriate address as herein provided with written receipt therefor. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder shall be the following:

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Seller: Metropolitan Government of Nashville Davidson County  
Attn: Steve Berry, Director of Public Property Administration  
P.O. Box 196300  
Nashville, TN 37219-6300

Buyer: HTI Memorial Hospital Corporation  
One Park Plaza, Building II-5  
Nashville, TN 37203  
Attn: Mr. Ron Woods (Real Estate)

With copies (which shall not constitute notice) to:

Jeffrey A. Calk, Esq.  
Waller, Lansden, Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219

**12. Termination and Remedies.**

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing or, as applicable, the Inspection Period: (i) by mutual consent of Buyer and Seller, (ii) by Buyer in accordance with Sections 4(a), 5 or 6 of this Agreement, or (iii) by Seller in accordance with Section 4(b) of this Agreement.

(b) If Buyer terminates this Agreement pursuant to Section 12(a)(i) or (ii) above, Seller and Buyer shall be released of all liabilities and obligations under this Agreement and the indemnity obligations of the parties under this Agreement shall survive such termination. If Seller terminates this Agreement pursuant to Section 12(a)(iii) above, Seller and Buyer shall be released of all liabilities and obligations under this Agreement and the indemnity obligations of the parties under this Agreement shall survive such termination.

(c) In the event the transaction contemplated by this Agreement is not consummated, Buyer, at its sole cost and expense, shall restore the Property, as nearly as possible, to its condition prior to Buyer's tests and inspections if changed due to such tests and inspections.

13. **Brokers.** Seller and Buyer agree that this Agreement was not negotiated by or through the efforts of any real estate broker or agent, and that neither has obligated itself to the payment of any commission to any real estate broker or agent or to any other person for aid or assistance in the negotiation of the Agreement. The provisions of this paragraph shall survive Closing.

14. **Agreement Date.** As used herein, "Agreement Date" shall mean the date on which this Agreement is executed by the last party to sign this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Buyer pertaining to the subject matter hereof, and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

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16. **Venue.** The interpretation and enforcement of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee, and any litigation regarding the same shall occur solely in the relevant court of Davidson County, Tennessee, or, to the extent permitted by applicable law, in the appropriate United States District Court for the State of Tennessee.

17. **Time of the Essence.** Time is declared to be of the essence of this Agreement.

18. **Miscellaneous.**

(a) **Assignment.** This Agreement shall constitute a binding contract between Seller and Buyer and shall be binding upon and inure to the benefit of the respective successors and assigns of Seller and Buyer. Buyer may assign this Agreement to any entity that is an affiliate or subsidiary of HCA Holdings, Inc., but such assignment shall not release Buyer of its obligations hereunder. Promptly after any such assignment(s) by Buyer, Buyer will furnish Seller with an executed copy of the assignment and thereafter the word "Buyer" as used in this Agreement shall be deemed to mean the assignee under such assignment.

(b) **Severability.** In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, in original or by a facsimile copy or an emailed copy in PDF format, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. A facsimile signature or signature in PDF format shall have the same force and effect as an "original" signature.

(d) Intentionally omitted.

[end of page - signatures on following pages]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below their respective signatures.

**SELLER:**

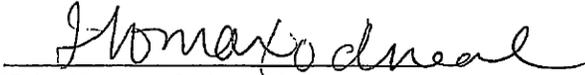
**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**RECOMMENDED BY:**



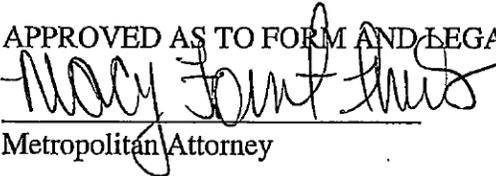
Steve Berry, Director  
Public Property Administration

**APPROVED AS TO AVAILABILITY OF  
FUNDS:**



Talia Lomax-O'dneal, Director  
Department of Finance

**APPROVED AS TO FORM AND LEGALITY:**



Metropolitan Attorney

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**BUYER:**

**HTI MEMORIAL HOSPITAL CORPORATION, a  
Tennessee corporation**

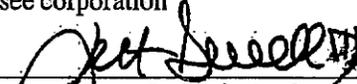
By:   
Print Name: Joseph A. Sowell  
Print Title: St. Vice President  
Date of signature: 11/8/18



Exhibit A

