

This Instrument Prepared by
and When Recorded Return to:
Nelson Mullins Riley & Scarborough LLP
150 Fourth Avenue North, Suite 1100
Nashville, Tennessee 37219
Attn: Rob Leonard, Esq.

**"MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSES IS \$ 0.00"**

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

This Declaration of Easements, Covenants and Restrictions (the "**Declaration**") is made and entered into as of this 22 day of JANUARY 2020 (the "**Effective Date**"), by **inAssist Health Management Services LLC**, a Tennessee limited liability company ("**inAssist**" or "**Declarant**").

1. RECITALS

1.1. This Declaration regards real property located in Franklin, Williamson County, Tennessee, described in the following Sections 1.2 through 1.5 and the exhibits referenced therein, and constituting, in the aggregate, approximately one hundred thirty-five (135) acres, consisting of the following property depicted in Exhibit A:

1.1.1. all of the property depicted as Tax Map 013, Parcel 11.08;

1.1.2. all of the property depicted Tax Map 120, Parcel 9.11; and

1.1.3. a portion of the property depicted as Tax Map 119, 10.00, such portion constituting the areas described as "Tract 1 Area" and "Tract 3 Area" in Exhibit B.

The area depicted as "Tract 2 Area" in Exhibit B is not covered by or subject to this Declaration. All exhibit references are to Exhibits of this Declaration, each of which are incorporated by reference.

1.2. inAssist owns and intends to convey to a third party approximately thirty-six (36) acres of land (the "**36 Acre Parcel**") constituting the "Tract 1 Area" depicted in Exhibit B, and described in Exhibit C.

1.3. inAssist owns and intends to convey to a third party approximately twenty-four and 15/100 (24.15) acres of land (the "**24.15 Acre Parcel**"), constituting the "Tract 2 Area" depicted in Exhibit B, and described in Exhibit D.

1.4. inAssist owns and intends to convey to a third party real property constituting Tax Map 103, Parcel 11.08, consisting of approximately fifty and 62/100 (50.62) acres of land (the "**50.62 Acre Parcel**"), which is depicted in Exhibit A and described in Exhibit E.

1.5. inAssist owns and intends to convey to a third party real property constituting Tax Map 120, Parcel 9.11, consisting of approximately twenty-four and 48/100 (24.48) acres of land (the "**24.48 Acre Parcel**"), which is depicted in Exhibit A and escribed in Exhibit F.

1.6. The 36 Acre Parcel, the 24.15 Acre Parcel, the 50.62 Acre Parcel and the 24.28 Acre Parcel are referred to collectively as the “**Parcels**” and each sometimes individually as a “**Parcel**”. inAssist, together with each of its successors in title to their respective Parcels are referred to collectively as the “**Owners**” and each sometimes individually as an “**Owner**”.

NOW, THEREFORE, for consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Owner hereby covenants and declares, for itself and its successors, assigns and successors in title to the Subject Property, that each Parcel shall be and is hereby declared to be subject to the easements and covenants more particularly set forth in this Declaration for the benefit of each Parcel hereof. Each Parcel shall hereafter be held, transferred, sold, conveyed, used, leased, subleased, enjoyed, occupied, mortgaged or otherwise encumbered or disposed of subject to the covenants, easements, rights and restrictions set forth in this Declaration.

2. DECLARATION AND GRANT OF EASEMENTS

2.1. Declaration and Grant of Easements

2.1.1. Current Road Easement.

(a) Each Owner hereby grants and conveys to each other Owner for the benefit of its respective Parcel a temporary, non-exclusive easement (the “**Current Road Easement**”) for ingress and egress over, upon and through the granting Owner’s Parcel within the currently existing easement road (the “**Current Road**”) depicted (i) in Exhibit B as commencing at the cul-de-sac at the end of Kinnard Springs Road running south through the 24.15 Acre Parcel and west across the 36 Acre Parcel to the boundary of the 50.62 Acre Parcel, and (ii) in Exhibit A as continuing south to the 24.48 Acre Parcel.

(b) The Current Road Easement shall be in force and effect until the Replacement Road is completed in accordance with this Declaration’s terms, at which time the Current Road Easement shall terminate automatically without the requirement of further instrument; provided that, at the time of completion of the Replacement Road, the Owners shall, upon request of any Owner, execute an instrument memorializing the same and the termination of the Current Road Easement.

2.1.2. Replacement Road Easement.

(a) Each Owner hereby grants the Owner of the 24.48 Acre Parcel a temporary, non-exclusive easement for ingress and egress over, upon and through the granting Owner’s Parcel in order to construct and maintain an asphalt road with a width between twelve (12) and twenty-four (24) feet, such width to be reasonably agreed upon by the Owners (the “**Replacement Road**”) in the area (the “**Replacement Road Area**”) identified as “50’ Access Easement” in Exhibit B and described in Exhibit B-1.

(b) The Replacement Road shall be located within the Replacement Road Area in a location agreeable to the Owners, such agreement not to be unreasonably withheld, conditioned or delayed. If, as a condition precedent to the construction of the Replacement Road,

public authorities or other applicable laws or regulations require a relocation of the Replacement Road Area, the Owner of the 24.15 Acre Parcel shall reasonably designate such relocation and the Owners shall reasonably accommodate the same and, upon request, shall execute a commercially reasonable amendment to this Declaration memorializing the relocation of the Replacement Road Area. Following completion of the Replacement Road, upon the request of any Owner, the Owners shall execute an amendment to this Declaration revising the Exhibits to reflect the as-built location of the Replacement Road.

(c) Effective upon completion of the Replacement Road, automatically and without the requirement of further instrument, each Owner hereby grants each other Owner for the benefit of its Parcel a non-exclusive easement for ingress and egress over and upon the portion of the Replacement Road located on the granting Owner's Parcel.

(d) It is understood and agreed that pursuant to current regulations, an easement road may have a maximum of five (5) utility, ingress and egress access points (each an "Access Point"). The Owners agree to allocate the Access Points to the Replacement Road as follows:

(i) The 24.15 Acre Parcel shall be allocated one (1) Access Point in the location depicted in Exhibit B and described in Exhibit B-2 as "15' Access & Utility Easement # 1". The Owner of the 24.15 Acre Parcel may sell the Access Point allocated to such Parcel to another Owner for such consideration as the Owner of the 24.15 Acre Parcel deems appropriate, and relocate locate such Access Point within another Parcel in a location determined by agreement of the Owner of the 24.15 Acre Parcel and the Owner buying the Access Point.

(ii) The 36 Acre Parcel shall be allocated the following Access Points:

(A) the Access Point in the location depicted in Exhibit B and described in Exhibit B-2 as "15' Access & Utility Easement # 2"; and

(B) one (1) Access Point in the location depicted in Exhibit B and described in Exhibit B-2 as "15' Access & Utility Easement #3".

(iii) The 24.48 Acre Parcel shall be allocated one (1) Access Point in the location depicted in Exhibit B and described in Exhibit B-2 as "15' Access & Utility Easement #4".

(iv) The 50.62 Acre Parcel shall be allocated one (1) Access Point in the location depicted in Exhibit B and described in Exhibit B-2 as "15' Access & Utility Easement #5".

2.1.3. Utility Easements.

(a) Each Owner grants and convey to and for the benefit of each other Owner and its Parcel a perpetual, non-exclusive easement (collectively, the "**Utility Easements**") upon,

over and under the granting Owner's Parcel and within the Replacement Road Area for the construction and maintenance of utilities, including, without limitation, water, gas, electricity and sewer service (such locations being referred to collectively as the "**Utility Easement Area**"), such approval not to be unreasonably withheld, conditioned or delayed. An Owner's access to such utilities shall be from the Access Points allocated to the Owner's Parcel under Section 2.1.2(d).

(b) The Utility Easements shall be within the Utility Easement Area in a location agreeable to the Owners, such agreement not to be unreasonably withheld, conditioned or delayed. If, as a condition precedent to the construction of the Utility Easements, public authorities or other applicable laws or regulations require a relocation of the Utility Easement Area, the Owner of the 24.15 Acre Parcel shall reasonably designate such relocation and the Owners shall reasonably accommodate the same and, upon request, shall execute a commercially reasonable amendment to this Declaration memorializing the relocation of the Utility Easement Area. Following completion of the Utility Easements, upon the request of any Owner, the Owners shall execute an amendment to this Declaration revising the Exhibits to reflect the as-built location of the Utility Easements.

2.1.4. Septic Easement. inAssist hereby grants and conveys to and for the benefit of the 50.62 Acre Parcel easement (the "**Septic Easement**") a permanent easement for the construction, operation and maintenance of a septic system in the area located on the 36 Acre Parcel identified as the "Septic Area" in Exhibit G. The Owner of the 50.62 Acre Parcel shall be solely responsible for construction and maintenance of any improvements necessary for use of the Septic Easement, and all costs associated therewith, and shall perform the same at reasonable times and without unreasonable disturbance to the Owner of the 36 Acre Parcel.

2.1.5. The easements set forth in this Section 2.1, shall be referred to herein collectively as the "**Easements**".

2.2. Use of Easements.

2.2.1. Right to Clear Obstructions. No Owner shall cause, permit or suffer any unreasonable obstruction of any portion of the Easements. Each Owner shall have the right to clear, keep clear, and remove from the Easements benefiting its Parcel all unreasonable obstructions caused by another Owner or an Owner's agents, representatives or other persons acting on such Owner's behalf that may interfere with use of the Easements.

2.2.2. Compliance with Regulations. Any rights granted herein may be exercised by an Owner only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any written modifications or amendments thereto. No Owner shall discharge into any other Parcel, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations, or permit.

2.2.3. Reservation of Rights. It is understood and agreed that nothing in this Declaration shall be construed to prevent an Owner from the full use and enjoyment of the Easements for any purpose not in contravention of any of the terms or conditions of this Declaration; provided that an Owner shall not make any improvement to, or engage in any use of, Easements on its Parcel that interferes with other Owners' rights under this Declaration.

3. CONSTRUCTION OF REPLACEMENT ROAD; UTILITIES; AND SEPTIC SYSTEM

3.1. The Owner of the 24.48 Acre Parcel shall, promptly following the Owners' agreement on the location thereof:

3.1.1. Obtain all permits and approvals necessary for the construction of the Replacement Road, and construct or cause the construction of the same (the "**Replacement Road Improvements**"); and

3.1.2. Obtain all permits and approvals necessary for the laying of utilities within the Utility Easement Area and construct or cause the construction of infrastructure sufficient to provide each Parcel access to such utilities (the "**Utilities Improvements**" and collectively with the Replacement Road Improvements, the "**Improvements**").

3.1.3. The Owner of the 24.48 Acre Parcel shall complete construction of the Improvements within eighteen (18) months after the recording of this Declaration. Improvements shall not be designed or constructed in a way that unreasonably interferes with any other Owner's use and enjoyment of such Owner's Parcel. The Owner constructing Improvements shall maintain the construction site in a clean and orderly manner.

4. MAINTENANCE; DEFAULT; REMEDIES

4.1. Maintenance.

4.1.1. Current Road. The Owner of the 24.48 Acre Parcel shall, until the Replacement Road is completed, maintain, repair, and replace the Current Road in a good state of repair and fully operational in accordance with all applicable laws and regulations.

4.1.2. Replacement Road. The Owner of the 24.48 Acre Parcel shall, once constructed, maintain, repair, and replace the Replacement Road in a good state of repair and fully operational in accordance with all applicable laws and regulations.

4.1.3. Utilities. Except to the extent maintained by public authorities, the Owner of the 24.48 Acre Parcel shall, once constructed, maintain, repair, and replace the utility infrastructure within the Utility Easement Area in a good state of repair and fully operational in accordance with all applicable laws and regulations.

4.2. Self-Help. If any Owner fails to fulfill any of its obligations under this Declaration, and such failure continues for ten (10) days after written notice to the Owner, in addition to any other rights or remedies available at law or in equity, the Owner of the 24.15 Acre Parcel may perform such obligations, and the defaulting Owner shall, upon demand, reimburse the Owner of the 24.15 Acre Parcel for all expenses ("**Self-Help Expenses**") associated with performing such obligations, plus interest at the maximum legal rate. Any Self-Help Expenses, and any interest accruing thereon, shall automatically and without the requirement of further instrument be a lien against the Parcel of the defaulting Owner and improvements thereon, and the defaulting Owner hereby grants such lien. Such lien may be foreclosed in

the same manner as a mortgage or deed of trust lien, provided such lien shall be subordinate to the first priority deed of trust lien of any mortgagee of the defaulting Owner.

4.3. Enforcement; Cumulative Remedies. The Owners hereof shall have the exclusive right to enforce the terms and conditions of this Declaration by all means available at law or in equity. No remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and/or available at law or in equity.

5. COSTS OF DEVELOPMENT AND MAINTENANCE

5.1. The Owners as designated in this Section 5.1, as applicable, shall pay, within ten (10) days following written demand therefor delivered from time to time, the following costs:

5.1.1. the Owners of the 50.62 Acre Parcel and 24.48 Acre Parcel shall each be responsible for thirty-seven and 50/100 percent (37.5%) of all reasonable and necessary costs (including without limitation design, construction, legal and other professional fees and costs) associated with the development, approval and construction of the Replacement Road (collectively, the **"Replacement Road Construction Expenses"**); and

5.1.2. the Owner of the 36 Acre Parcel shall be responsible for the remaining twenty-five percent (25%) of the Replacement Road Construction Expenses.

5.2. Upon completion of the construction of the Replacement Road, each Owner of an Access Point, shall pay, within ten (10) days following written demand therefor delivered from time to time, twenty (20%) for each Access Point owned, of all reasonable and necessary costs associated with the maintenance of the Replacement Road (the **"Replacement Road Maintenance Expenses"** and collectively with the Replacement Road Construction Expenses, the **"Replacement Road Expenses"**).

5.3. The Owners of the 50.62 Acre Parcel and 24.48 Acre Parcel shall each be responsible for thirty-seven and 50/100 percent (37.5%) of all costs (including without limitation design, construction, legal and other professional fees and costs) associated with the development, approval, construction and maintenance of the utility infrastructure within the Utility Easement Area (collectively, the **"Utility Expenses"** and collectively with Replacement Road Expenses, the **"Reimbursable Easement Expenses"**). The Owner of the 36 Acre Parcel shall be responsible for the remaining twenty-five percent (25%) of all Utility Expenses.

5.4. Notwithstanding the provisions of Section 5.2 and Section 5.3 above, the cost of any maintenance or repair to any portion of the Utilities Improvements which serve one Parcel only, including improvements located within an Access Point allocated to a particular Parcel, shall be the sole responsibility of the Owner of such Parcel.

5.5. If an Owner fails to pay its share of Reimbursable Easement Expenses the same shall bear interest at the maximum lawful rate from the date due. Reimbursable Easement Expenses that are not timely paid, and any interest accruing thereon, shall automatically and without the requirement of further instrument be a lien in favor of the Owner of the 24.48 Acre Parcel against the Parcel of the defaulting Owner and improvements thereon, and the defaulting Owner hereby grants such lien. Such lien may be

foreclosed in the same manner as a mortgage or deed of trust lien, provided it shall be subordinate to the first priority deed of trust lien of any mortgagee of the defaulting Owner.

6. INDEMNIFICATION

Should an Owner breach any obligation as set forth in this Declaration (hereinafter the “**Offending Owner**”), the Offending Owner hereby agrees to protect, defend, indemnify, and hold each other Owner (the “**Non-Offending Owner**”) harmless from and against any and all actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, remedial actions and attorneys’ fees, whether incurred before, during or after trial or upon any appellate level, in arbitration, mediation, any administrative proceedings or any proceeding in bankruptcy or insolvency arising from or relating the Offending Owner’s breach of its covenants, requirements or Obligations as set forth in this Declaration.

7. COVENANTS

7.1. 36 Acre Parcel Covenants. The Owner of the 36 Acre Parcel hereby covenants and agrees that it will not subdivide the 36 Acre Parcel into: (i) more than two (2) parcels, and/or (ii) a parcel less than five (5) acres in size.

7.2. 50.62 and 24.48 Acre Parcel Covenants. The Owners of the 50.62 Acre Parcel and the 24.48 Acre Parcel each hereby covenant and agree that no residential dwelling or other structure shall be constructed on such Owner’s respective Parcel except for one (1) single-family residential dwelling (the “**Permitted Dwelling**”), provided that the Owner shall be permitted to construct other such structures ancillary to the Permitted Dwelling including, but not limited to, a guest house, a pool or a barn (“**Ancillary Building**”), so long as any such Ancillary Building constructed on either Parcel is compliance with applicable zoning and all other laws and regulations.

7.3. Covenants of All Parcels. The Owners of the Parcels hereby covenant and agree that they will not construct a house, residence or other structure on a Parcel which is not in compliance with any and all applicable Williamson County law, regulations or ordinances pertaining to setback limitations with regard to the boundary line of such Parcel with any other Parcel.

8. MISCELLANEOUS PROVISIONS

8.1. Covenants. All the covenants, easements, agreements, conditions and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the Owners of the Parcels, their respective tenants, successors and assigns, upon the terms, provisions and conditions hereinabove set forth. Except as provided herein, this Declaration shall have priority over any and all mortgages, deeds of trust, leases, declarations, easements, liens or encumbrances whatsoever covering any part of the Parcels, and any and all instruments previously filed for record which are inconsistent herewith shall be superseded hereby with respect to the rights and remedies of the parties and their successors and assigns hereunder.

8.2. Taxes. Any taxes that may be assessed against any Parcel now or in the future shall be paid by the fee simple owner of such Parcel.

8.3. No Public Dedication. Nothing contained in this Declaration shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

8.4. Notices. All notices required or permitted herein shall be in writing and delivered to the intended recipient at its address set forth herein by: (a) registered or certified U.S. mail, return receipt requested; (b) personal delivery; or (c) overnight delivery with a nationally recognized overnight courier. If sent by registered or certified mail, notice shall be deemed received three (3) business days following deposit of such notice in the mail. If delivered personally, the notice shall be deemed received on the date of delivery or refusal to accept delivery. If sent by overnight delivery, such notice shall be deemed received one (1) business day following the deposit of such notice with the overnight courier for delivery. All notices shall be deemed effective if properly addressed and delivered according to this Section, whether or not a notice is actually accepted or received. Owners may specify a different notice address by written notice to the other Owners in accordance with this Section. Each Owner's address for notice is as follows:

24.15 Acre Parcel Owner: inAssist Health Management Services LLC
Attn: Scott Speranza
3301 Running Springs CT.
Franklin, TN 37064-6257
E-mail: ssperanza@inassist.com

With a required copy to:
Nelson Mullins Riley & Scarborough LLP
Attn: Robert E. Leonard, Esq.
150 Fourth Ave. N., Suite 1100
Nashville, TN 37219
E-mail: rob.leonard@nelsonmullins.com

36 Acre Parcel Owner: Same as above.

50.62 Acre Parcel: Same as above.

24.48 Acre Parcel: Same as above.

8.5. Recitals. All recitals in the opening paragraphs of this Declaration are incorporated herein by this reference and made a part of this Declaration.

8.6. Time of the Essence. Time is of the essence in the performance of this Declaration and all covenants and provisions contained herein.

8.7. Successors and Assigns. The Easements and other covenants and obligations in this Declaration shall encumber, be appurtenant to and run with title to the Parcels on which they are located and shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and permitted assigns of the Parcel they benefit.

8.8. Entire Agreement. This Declaration constitutes the entire agreement and understanding between the Owners relating to the subject matter hereof and may not be amended or modified except by an instrument in writing executed by the Owners.

8.9. Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Declaration, or any portion thereof, shall not affect the remaining portions thereof, or any part of such remaining portions, which shall remain in full force and effect.

8.10. No Waiver. No failure of an Owner to exercise any power given to such Owner hereunder, or to insist upon strict compliance by the other Owner of that other Owner's obligations hereunder, and no custom or practice of the Owners at variance with the terms hereof, will constitute a waiver of an Owner's right to demand strict compliance with the terms hereof.

8.11. Headings. The section headings in this Declaration are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Declaration.

8.12. Governing Law; Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Tennessee. The Owners agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Williamson County, Tennessee, in any dispute arising out of this Declaration.

8.13. Authorized Representative. Each individual signing on behalf of an Owner states that he or she is the duly authorized representative of such Owner and that his or her signature on this Declaration has been duly authorized by the Owner and shall bind the Owner to all terms and conditions of this Declaration.

8.14. Attorneys' Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE
TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration of Easements, Covenants and Restrictions to be executed as of the Effective Date.

DECLARANT:

inAssist Health Management Services LLC, a
Tennessee limited liability company

By: 

Name: SCOTT SPIRANZA

Title: Authorizations Representative

STATE OF TENNESSEE _____)
COUNTY OF Davidson _____)

Before me, Notary Public of the state and county aforementioned, personally appeared Scott Spiranza, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Authorized Representative of inAssist Health Management Services LLC, the within named bargainer, a Tennessee limited liability company, and that such person, as such Authorized Representative executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by such person as Authorized Representative

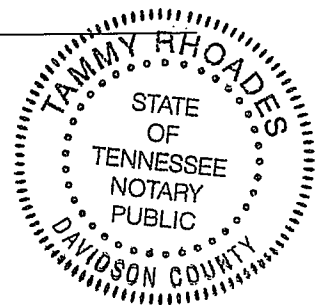
Witness my hand and seal, this 6th day of January, 2020.

Tammy Rhoades
Notary Public

My Commission Expires:

July 3, 2023

[END OF SIGNATURES]



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION FOR THIS TRANSFER IS \$0.00.

Claire Bube
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF JANUARY, 2020

Laci Tanner
NOTARY PUBLIC

My Commission expires: 2-27-2021

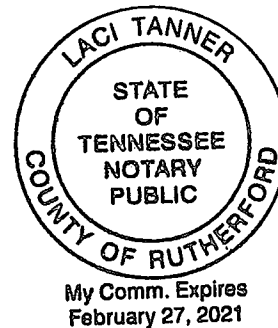


EXHIBIT B

to Declaration of Easements, Covenants and Restrictions

Boundary Survey (36 Acre Parcel and 24.15 Acre Parcel; Access Easement; "Access & Utilities Easements")

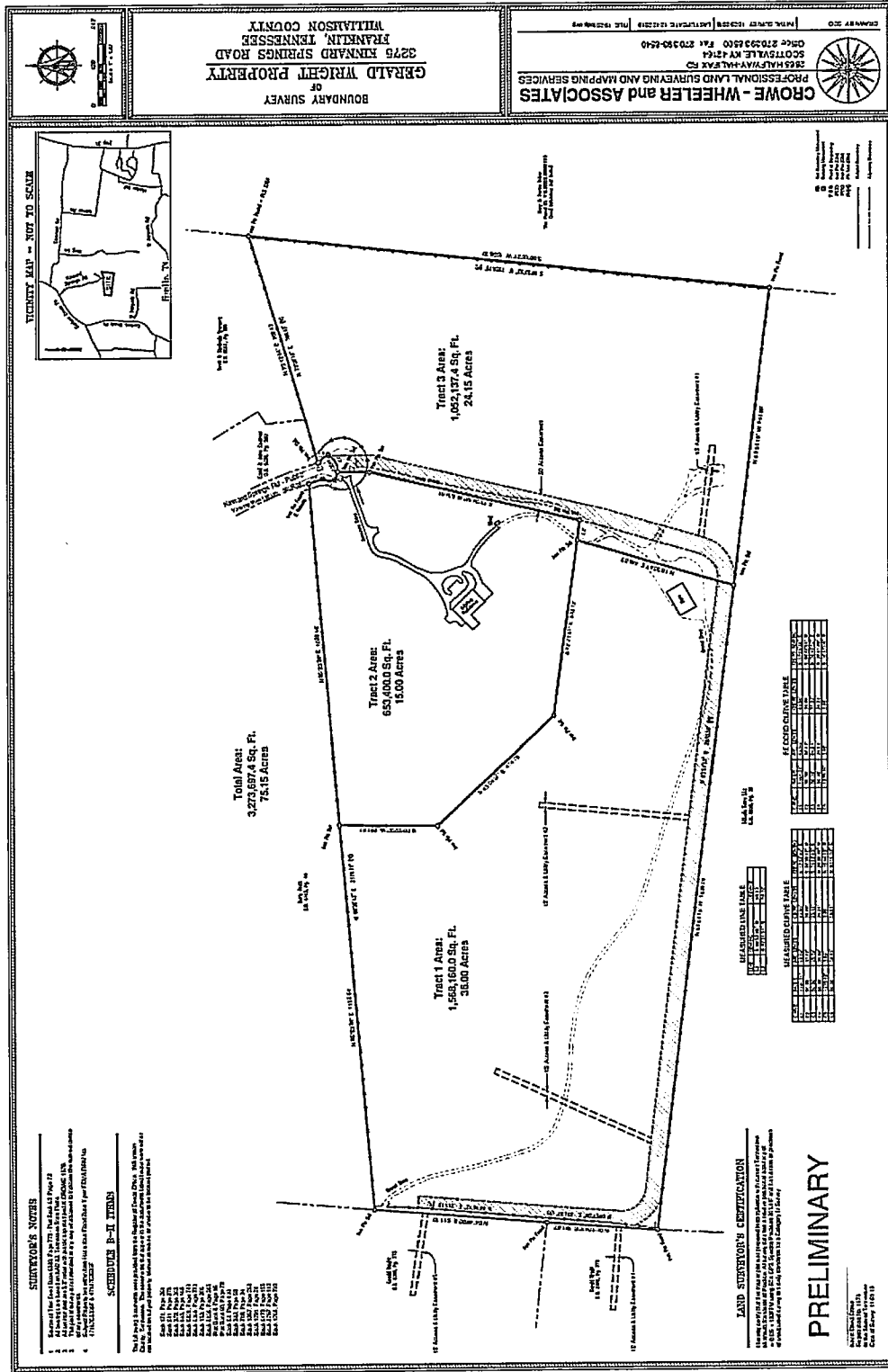


EXHIBIT B-1

to Declaration of Easements, Covenants and Restrictions

Description of 50' Access Easement

(Replacement Road Area [see Section 2.1.2 of Declaration]; and Utility Easement Area [see Section 2.1.3 of Declaration])

Beginning at an iron pin set on the right-of-way of Kinnard Springs Road (50' R/W);
 Thence with a curve turning to the left with an arc length of 59.45', with a radius of 50.00', with a chord bearing of N 60° 10' 50" E , with a chord length of 56.01';
 Thence S 00° 04' 43" W a distance of 130.33' to a point;
 Thence S 13° 24' 50" W a distance of 689.71' to a point;
 Thence S 16° 04' 38" W a distance of 326.96' to a point;
 Thence with a curve turning to the right with an arc length of 167.45', with a radius of 125.00', with a chord bearing of S 54° 15' 39" W, with a chord length of 155.21' to a point;
 Thence N 83° 04' 15" W a distance of 1846.67' to a point;
 Thence with a curve turning to the right with an arc length of 174.52', with a radius of 125.00', with a chord bearing of N 39° 51' 29" W , with a chord length of 160.68' to a point;
 Thence N 04° 10' 43" E a distance of 221.72' to a point;
 Thence N 04° 49' 00" E a distance of 383.64' to a point;
 Thence S 85° 11' 00" E a distance of 50.00' to a point;
 Thence S 04° 49' 00" W a distance of 383.36' to a point;
 Thence S 04° 10' 43" W a distance of 219.45' to a point;
 Thence with a curve turning to the left with an arc length of 101.94', with a radius of 75.00', with a chord bearing of S 39° 58' 42" E , with a chord length of 94.28', to a point;
 Thence S 83° 04' 15" E a distance of 1828.49' to a point;
 thence with a curve turning to the left with an arc length of 113.58', with a radius of 75.00', with a chord bearing of N 59° 05' 08" E , with a chord length of 103.03', to a point;
 Thence N 16° 04' 39" E a distance of 327.27' to a point;
 Thence N 13° 18' 56" E a distance of 42.50' to a point;
 Thence N 13° 24' 50" E a distance of 639.01' to a point;
 Thence N 00° 53' 28" E a distance of 96.23' to the point of beginning, having an area of 191,894.9 square feet, 4.41 acres, more or less.

EXHIBIT B-2

to Declaration of Easements, Covenants and Restrictions

Description of Access Points (i.e., "15' Access & Utility Easements" depicted in Exhibit B)(See Section 2.1.2(d) of Declaration)**15' Access & Utility Easement #1**

Commencing at an iron pin found (E Roberts) on the western right-of-way of Kinnard Spring Road (50' R/W) and the corner of Betty Pratt (Deed Book 4743, Page 44);

Thence S 08° 02' 27" W, a distance of 1170.52' to the Point of Beginning;

Thence S 82° 50' 17" E a distance of 269.65' to a point;

Thence S 07° 09' 43" W a distance of 15.00' to a point;

Thence N 82° 50' 17" W a distance of 272.00' to a point;

Thence N 16° 04' 38" E a distance of 15.18' to the point of beginning, having an area of 4,062.4 square feet, 0.09 acres, more or less.

15' Access & Utility Easement #2

Commencing at an iron pin found (E Roberts) on the western right-of-way of Kinnard Spring Road (50' R/W) and the corner of Betty Pratt (Deed Book 4743, Page 44);

Thence S 41° 35' 50" W, a distance of 1508.26' to the Point of Beginning;

Thence N 83° 04' 15" W a distance of 15.01' to a point;

Thence N 05° 19' 24" E a distance of 447.18' to a point;

Thence S 84° 40' 36" E a distance of 15.00' to a point;

Thence S 05° 19' 24" W a distance of 447.60' to the point of beginning, having an area of 6,710.9 square feet, 0.15 acres, more or less.

15' Access & Utility Easement #3

Commencing at an iron pin found (E Roberts) on the western right-of-way of Kinnard Spring Road (50' R/W) and the corner of Betty Pratt (Deed Book 4743, Page 44);
 Thence S 62° 47' 08" W, a distance of 2210.14' to the Point of Beginning;
 Thence N 83° 04' 15" W a distance of 15.74' to a point;
 Thence N 24° 31' 31" E a distance of 510.18' to a point;
 Thence S 65° 28' 29" E a distance of 15.00' to a point;
 Thence S 24° 31' 31" W a distance of 505.42' to the point of beginning, co having an area of 7,617.0 square feet, 0.18 acres, more or less.

15' Access & Utility Easement #4

Commencing at an iron pin found (E Roberts) on the western right-of-way of Kinnard Spring Road (50' R/W) and the corner of Betty Pratt (Deed Book 4743, Page 44);
 Thence S 67° 37' 23" W, a distance of 2411.68' to the Point of Beginning;
 Thence N 85° 38' 40" W a distance of 254.68' to a point;
 Thence N 04° 21' 20" E a distance of 15.00' to a point;
 Thence S 85° 38' 40" E a distance of 254.63' to a point;
 Thence S 04° 10' 43" W a distance of 15.00' to the point of beginning, having an area of 3,819.9 square feet, 0.09 acres, more or less.

15' Access & Utility Easement #5

Commencing at an iron pin found (E Roberts) on the western right-of-way of Kinnard Spring Road (50' R/W) and the corner of Betty Pratt (Deed Book 4743, Page 44);
 Thence S 81° 02' 04" W, a distance of 2211.25' to the Point of Beginning;
 Thence N 81° 27' 09" W a distance of 253.76' to a point;
 Thence N 08° 32' 51" E a distance of 15.00' to a point;
 Thence S 81° 27' 09" E a distance of 252.79' to a point;
 Thence S 04° 49' 00" W a distance of 15.03' to the point of beginning, having an area of 3799.1 square feet, 0.09 acres, more or less.

EXHIBIT C
to Declaration of Easements, Covenants and Restrictions
Legal Description of 36 Acre Parcel

A certain parcel of land lying in Franklin, Williamson County, Tennessee, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an iron pin set is a 5/8" rebar 18" in length with plastic cap stamped "K.Crowe #1979". All bearings are based on Geodetic North by G.P.S. observations dated November 1, 2019.

Beginning at an iron pin set on the corner of Gerald Wright (Deed Book 6389, Page 773 - Plat Book 60, Page 72 - Tax Map 103, Parcel 11.08) and Betty Pratt (Deed Book 4743, Page 44);

Thence N 85° 03' 31" E a distance of 1150.64' to an iron pin set;

Thence with a new division line for the next four (4) calls:

S 00° 39' 02" W a distance of 291.61' to an iron pin set;

Thence S 43° 24' 07" E a distance of 474.78' to an iron pin set;

Thence S 82° 21' 01" E a distance of 532.12' to an iron pin set;

Thence S 16° 30' 43" W a distance of 486.09' to an iron pin set on the line of Hillvale Farm LLC (Deed Book 6803, Page 32);

Thence with the line of Hillvale Farm LLC, N 83° 04' 15" W a distance of 1939.79' to an iron pin found at the corner of Hillvale Farm and Gerald Wright (Deed Book 6389, Page 773 - Plat Book 60, Page 72 - Tax Map 120, Parcel 9.11);

Thence with the line of Gerald Wright (Tax Map 120, Parcel 9.11), N 04° 10' 43" E a distance of 331.87' to an iron pin found at the corner of Gerald Wright (Tax Map 103, Parcel 11.08);
Thence with the line of Gerald Wright (Tax Map 103, Parcel 11.08), N 04° 49' 00" E a distance of 511.10' to the point of beginning, having an area of 1,568,160.0 square feet, 36.00 acres, more or less.

Being a portion of the property conveyed to inAssist Health Management Services LLC, a Tennessee limited liability company, by deed of record in Book 7873, Page 487, Register's Office for Williamson County, Tennessee.

EXHIBIT D
to Declaration of Easements, Covenants and Restrictions

Legal Description of 24.15 Acre Parcel

A certain parcel of land lying in Franklin, Williamson County, Tennessee, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an iron pin set is a 5/8" rebar 18" in length with plastic cap stamped "K.Crowe #1979". All bearings are based on Geodetic North by G.P.S. observations dated November 1, 2019.

Beginning at an iron pin set on right-of-way of Kinnard Springs Road (50' R/W);

Thence with the right-of-way of Kinnard Springs Road for the next three (3) calls:

with a curve turning to the left with an arc length of 59.45', with a radius of 50.00', with a chord bearing of N 60° 10' 50" E , with a chord length of 56.01', to a point;

Thence with a curve turning to the left with an arc length of 34.92', with a radius of 50.00', with a chord bearing of N 36° 39' 02" W , with a chord length of 34.21';;

Thence with a curve turning to the right with an arc length of 3.99', with a radius of 1235.19', with a chord bearing of N 16° 44' 18" W , with a chord length of 3.99' to an iron pin set at the corner of David & Jane Coumes (Deed Book 6226, Page 590);

Thence with the line of David & Jane Coumes N 73° 12' 04" E a distance of 709.43' to the corner of Scott & Kimberly Speranza (Deed Book 6051, Page 899) and Gary & Portia Baker (Tax Parcel ID: 119.00200.00005119 - Deed reference not found) to an iron pin found;

Thence with the line of Gary & Portia Baker, S 06° 06' 21" W a distance of 1556.76' to an iron pin found at the corner of Gary & Portia Baker and Hillvale Farm LLC (Deed Book 6803, Page 32);

Thence with the line of Hillvale Farm LLC, N 83° 04' 15" W a distance of 893.80' to an iron pin set;

Thence with a new division line for the next four (4) calls:

N 16° 30' 43" E a distance of 486.09' to an iron pin set;

Thence S 82° 21' 01" E a distance of 59.32' to an iron pin set;

Thence N 13° 24' 50" E a distance of 639.01' to an iron pin set;

Thence N 00° 53' 28" E a distance of 96.23' to the point of beginning, having an area of 1,052,137.4 square feet, 24.15 acres, more or less.

Being a portion of the property conveyed to inAssist Health Management Services LLC, a Tennessee limited liability company, by deed of record in Book 7873, Page 487, Register's Office for Williamson County, Tennessee.

EXHIBIT E

to Declaration of Easements, Covenants and Restrictions

Legal Description of 50.62 Acre Parcel

A tract of land located in the 4th Civil District of Williamson County, Tennessee and being generally bounded by Lot 217 of Section 2, Revision One, Kinnard Springs Subdivision on the north, by Lot 217, 216 and 215 of said subdivision and the S & P Properties property on the east, by the Muller property on the south, by the Collie property and the Thompson property on the west and being described according to a survey dated January 14, 2003 and last revised on February 11, 2004 and prepared by Kevin L. Birdwell, R.L.S. No. 1797, 4060 Carters Creek Pike, Franklin, TN 37064, telephone 615-791-0980 and being more particularly described as follows:

Beginning at an iron pin found in the west line of the S & P Properties property of record in Deed Book 1733, Page 255, R.O.W.C., Tennessee and being the northeast corner of the Cavalyn Muller property of record in Deed Book 865, Page 168, R.O.W.C., Tennessee and being the southeast corner of the herein described tract of land and proceeding as follows:

1. Leaving the west line of the S & P Properties property and with the north line of the Muller property, N88°47'04"W, 678.03 feet to an iron pin found at the north west corner of the Cavalyn Muller property of record in Deed Book 865, Page 168, R.O.W.C., Tennessee and the northeast corner of the Cavalyn Muller property of record in Deed Book 688, Page 147, R.O.W.C., Tennessee; thence
2. With the north line of the Muller property, 588°57'49"W, 396.26 feet to an iron pin found at the southeast corner of the George M. Collie, Et Ux property of record in Deed Book 1078, Page 991 and Book 1437, Page 53, R.O.W.C., Tennessee; thence
3. With the east line of the Collie property, N 15°24'03 "E, 389.67 feet to an iron pin found; thence
4. With the east line of the Wayland E. Thompson, Et Ux property of record in Deed Book 1170, Page 552; Book 1321, Page 89; and Book 3024, Page 475, R.O.W.C., Tennessee. N33°28'13"E, 321.73 feet to an iron pin found; thence
5. Continuing with the east line of the Thompson property, N05°15'47"W, 681.30 feet to an iron pin found; thence
6. Continuing with the east line of the Thompson property, N06°43'14"E. 875.72 feet to an iron pin found; thence
7. Continuing with the east line of the Thompson property, N01°55'11"E, 502.12 feet to an iron pin found in the south line of Lot 217, Section Two, Revision One, Kinnard Springs Subdivision of record in Plat Book P30, Page 106, R.O.W.C., Tennessee; thence
8. With the south line of Lot 217, 587°40'33"E, 711.13 feet to an iron pin found at the corner of an old rock wall; thence
9. Continuing with Lot 217 and the west line of Lots 216 and 215 of said Kinnard Springs subdivision and the west line of the S & P Properties property and generally following the remains of an old rock wall, 500°33'07"E, 2672.51 feet to the point of beginning and containing 50.65 acres more or less.

Being a portion of the property conveyed to inAssist Health Management Services LLC, a Tennessee limited liability company, by deed of record in Book 7873, Page 487, Register's Office for Williamson County, Tennessee.

EXHIBIT F

to Declaration of Easements, Covenants and Restrictions

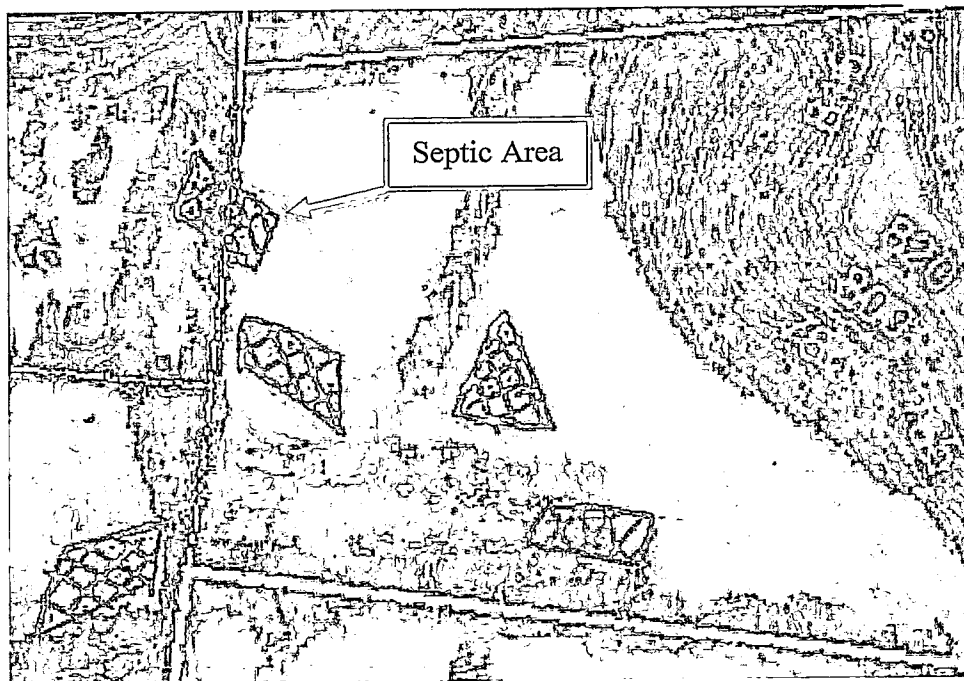
Legal Description of 24.48 Acre Parcel

BEGINNING AT AN IRON PIN IN THE NORTHEAST CORNER OF TRACT 7 OF THE "GEORGE A. SLOAN PROPERTY" AS SET FORTH IN PLAT OF SAME PREPARED BY STANFORD & ASSOCIATES, INC., FRANKLIN, TENNESSEE, SEPTEMBER 21, 1976, AND OF RECORD IN PLAT BOOK 6, PAGE 16, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, THE SAID POINT ALSO BEING IN THE SOUTH BOUNDARY LINE OF TRACT 6 OF THE SAID "GEORGE A. SLOAN PROPERTY" AS SET FORTH IN SAID PLAT; THENCE WITH THE EASTERN BOUNDARY LINE OF SAID TRACT 7 AND THE EASTERLY BOUNDARY LINE OF TRACTS 8 AND 9 ON SAID PLAT, SOUTH 1 DEG. 33 MIN. 37 SEC. WEST, 1497.12 FEET TO AN IRON PIN IN THE SOUTHEAST CORNER OF TRACT 9 ON SAID PLAT; THENCE SOUTH 88 DEG. 43 MIN. 44 SEC EAST, 746.54 FEET TO AN IRON PIN FOUND IN THE WEST BOUNDARY LINE OF THE CALISTO PROPERTIES, INC. PROPERTY; THENCE NORTH 01 DEG. 03 MIN. 34 SEC. WEST 1499.00 FEET ALONG A ROCK FENCE TO AN IRON PIN FOUND, THE SAME BEING THE SOUTHEAST CORNER OF TRACT 6 OF THE SAID "GEORGE A. SLOAN PROPERTY"; THENCE NORTH 88 DEG. 47 MIN. 04 SEC. WEST, 678.03 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT 6 TO THE POINT OF BEGINNING, AND CONTAINING 24.49 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JANUARY 14, 2003 AND LAST REVISED ON FEBRUARY 11, 2004 AND PREPARED BY KEVIN L. BIRDWELL, R.L.S. NO. 1797, 4060 CARTERS CREEK PIKE, FRANKLIN, TN 37064.

Being a portion of the property conveyed to inAssist Health Management Services LLC, a Tennessee limited liability company, by deed of record in Book 7873, Page 487, Register's Office for Williamson County, Tennessee.

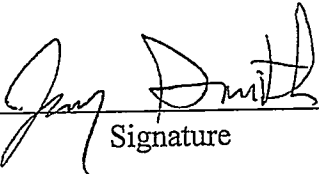
EXHIBIT G
to Declaration of Easements, Covenants and Restrictions

Septic Area



True Copy Certification

I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

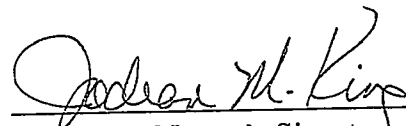


 Signature

State of Tennessee

County of Davidson

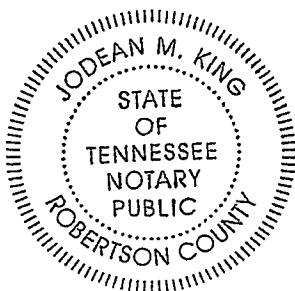
Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



 Notary's Signature

My Commission Expires: 6/21/2021

Notary Seal:



BK/PG: 7873/495-518
20003291

24 PGS : EASEMENT	
SAVANNAH GIBSON	642895 - 20003291
01/24/2020 - 08:01:00 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	120.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	122.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS