

filed
4/11/2014

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Chambliss, Bahner & Stophel, P.C.
Liberty Tower, Suite 1700
605 Chestnut Street
Chattanooga, Tennessee 37450
Attn: Mark A. Cunningham

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") entered into effective the 1ST day of APRIL, 2014, by and between SEQUATCHIE COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (the "Landlord"), and PUCKETT EMERGENCY MEDICAL SERVICES, INC., a Georgia corporation (the "Tenant").

RECITALS:

A. Landlord and Tenant have entered into a certain Agreement effective May 1, 2014, (the "Agreement"); and

B. Landlord and Tenant desire to record certain basic lease terms of the Agreement in the real property records of Sequatchie County, Tennessee.

IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Agreement, it being acknowledged by the parties that the Agreement contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Lease:

1. Premises. Landlord has leased to Tenant, pursuant to the Agreement, a portion of the certain premises located at 16931 Rankin Avenue, Dunlap, Sequatchie County, Tennessee, together with all easements, rights, and appurtenances thereto, which portion is depicted as the cross-hatched area on Exhibit A, attached to and made part of this Memorandum (the "Premises"), which tract of land containing the Premises is more particularly described on Exhibit B, attached to and made a part of this Memorandum.

2. Term. Unless sooner terminated as provided in the Agreement, the term of the Agreement will begin on May 1, 2014 and shall expire on May 30, 2019, subject to renewal as provided in the Agreement (the "Term").

3. Automatic Renewal. The Agreement shall automatically renew for successive one (1) year Terms on the terms and conditions set forth in the Agreement.

4. Public Notice. This instrument is executed and recorded to give public notice of the Agreement between the parties and all the terms and conditions of the Agreement are incorporated by reference into this Memorandum.

[Signature Pages Attached]

EXHIBIT B

LEGAL DESCRIPTION

Situated in the Fourth Civil District of Sequatchie County, Tennessee and being in the City of Dunlap, described in more detail to-wit:

Beginning at a point in the west right-of-way of Highway 127 and being approximately three hundred (300.0) feet with the west right-of-way line northwardly from the intersection of the north margin of Williams Road and the west right-of-way of Highway 127, thence with the original south property line of the Medical Clinic Tract, N 59° 45' W approximately five hundred fifty (550.0) feet, thence with a severance line of said Medical Clinic Tract, N 30° 15' E passing westwardly twenty five (25.0) feet from the west edge of a concrete helicopter pad approximately two hundred ninety five (295.0) feet to the south property line of the Sequatchie County Industrial Park property line. Thence eastwardly with the south property line of said Industrial Park to the west right-of-way of Highway 127, thence with the west margin of said Highway, S 22° W three hundred thirty seven and seven tenths (337.7) feet approximately to the Point of Beginning.

This conveyance is subject to an easement for a road along and near the Industrial Park property line as the road now exists, extending from Highway 127 westwardly to the Sequatchie County Health Department and any other existing easements.

For prior deed reference, see Deed Book 100, Page 130, Register's Office of Sequatchie County, Tennessee.

Being a portion of Parcel 41I-A-41I-12.00

TENANT:

PUCKETT EMERGENCY MEDICAL SERVICES, INC.

By: Anne Ervin
Name: Anne ERVIN
Title: Regional Vice President

STATE OF Tennessee

COUNTY OF Sequatchie

Before me, a Notary Public of the state and county mentioned, personally appeared (name) Anne Ervin, 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 (title) Reg Vice President of PUCKETT EMERGENCY MEDICAL SERVICES, INC., the within named bargainer, a Georgia corporation, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such (title) Regional Vice President

WITNESS my hand and seal, at office in (county, state) Sequatchie Tennessee this 1 day of April, 2014.

Charlatta Cook
Notary Public

My Commission Expires: 09/01/2014



TENANT:

PUCKETT EMERGENCY MEDICAL SERVICES, INC.

By: Anne Ervin
Name: Anne ERVIN
Title: Regional Vice President

STATE OF Tennessee

COUNTY OF Sequatchie

Before me, a Notary Public of the state and county mentioned, personally appeared (name) Anne Ervin, 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 (title) Reg Vice President of PUCKETT EMERGENCY MEDICAL SERVICES, INC., the within named bargainer, a Georgia corporation, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such (title) Regional Vice President

WITNESS my hand and seal, at office in (county, state) Sequatchie Tennessee this 1 day of April, 2014.

Charlotta Cook
Notary Public

My Commission Expires: 09/01/2014



