This instrument prepared by:
Ryan V. Smith
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71 South Wacker Drive
Chicago, IL 60606

Davidson County DEEDWARR
Recvd: 09/02/15 15:19 9 pgs
Fees:48.00 Taxes:5147.44
20150902-0089624

ADDRESS OF NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
CCP Madison 0132 LLC 353 N. Clark Street, Suite 2900 Chicago, Illinois, 60654	Ventas Realty, Limited Partnership c/o Altus Group US Inc. ("#0132") 21001 N. Tatum Blvd., Suite 1630-630 Phoenix, Arizona 85050	Map: Plat Book 176, Page 62 Parcel: Lot 2

GENERAL WARRANTY DEED

For and in Consideration of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged,

VENTAS REALTY, LIMITED PARTNERSHIP, a Delaware limited partnership

hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto

CCP MADISON 0132 LLC, a Delaware limited liability company

hereinafter called the GRANTEE a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE (the "Property").

To Have and to Hold the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE forever. GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise set out herein. GRANTOR does further covenant and bind itself to warrant and forever defend the title to the Property to the GRANTEE against the lawful claims of all persons whomsoever.

This conveyance (the "Deed") is expressly made subject to: (1) taxes not yet due and payable, (2) all matters shown on Schedule B of the existing owner's title insurance policy described on **Exhibit B** attached hereto, (3) all encumbrances and defects of title

arising after the date of the existing owner's title insurance policy that (x) were not created, caused or permitted by the named Grantor, or (y) do not have a material adverse effect on the operation of the Property for its current use on the date this deed (the "Deed") is executed and delivered (including, without limitation, the facility lease, if any), and (4) those matters set forth on the schedules to the assignments of leases related to the Property that are being executed and delivered on or about the date of this Deed.

Grantor warrants to Grantee that there are no matters affecting the Property that would cause a loss to, or result in a claim against, Grantee as to which matters Grantor has received insurance against such loss or claims by endorsement to its owner's title insurance policy or which Grantor otherwise has received insurance against loss or claims under the terms of its owner's title insurance policy. The Grantor covenants with the Grantee that it is lawfully seised in fee simple of the Property; that the Property is free from all encumbrances except those described herein; that it has the good right to sell and convey the Property to the Grantee; and that the Grantor will warrant and defend the Property to the Grantee forever against the lawful claims and demands of all persons, subject in all cases to the matters set forth herein.

The warranties and covenants contained herein shall be solely for the benefit of and enforceable by Grantee hereunder and for no other party including heirs, successors and assigns of Grantee and under no circumstances shall such warranties and covenants be deemed to run with the Property conveyed by this Deed. Any claim against Grantor by Grantee shall be limited to the extent of any amounts recovered by Grantor under its title insurance policy on account of such claim.

Being the same property conveyed to Grantor by Warranty Deed of record In Book 11216, page 962 in the Register's Office of Davidson County, Tennessee.

This improved property located at 431 Larkin Springs Road, Madison, Tennessee.

Witness its hand this 7th day of August, 2015

Ventas Realty, Limited Partnership,
a Delaware limited partnership

By: Ventas, Inc., its general partner

By: _____
Name: Brian K. Wood
Title: Sr. Vice President & Chief Tax Officer

NOTARY BLOCK

STATE OF Kentucky
COUNTY OF Jefferson

Personally appeared before me, Robin R. Cherry, a Notary Public in and for said County and State, Brian K Wood, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Louisville, Kentucky, this 7 day of August, 2015.

Robin R. Cherry
NOTARY PUBLIC

My commission expires: Sept. 5, 2016

ROBIN R. CHERRY NOTARY PUBLIC STATE AT LARGE KY COMMISSION EXPIRES SEPT. 05, 2016

717022595 15481052

STATE OF Illinois

COUNTY OF Cook

The actual consideration or value, whichever is greater, for this transfer is ~~$0.00~~ $1,391,200.00.

[signature], SVP

Affiant

Subscribed and sworn to before me this 7th day of August, 2015.

OFFICIAL SEAL
DEBORAH A HAYES
Notary Public - State of Illinois
My Commission Expires Aug 21, 2017

[signature]
Notary Public
My Commission Expires: 8-21-2017

EXHIBIT A - LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Section 1, Madison Medical Center, of record in Book 4060, Page 123, Register's Office for Davidson County, Tennessee, and more fully described in said plan of record.

Being part of the same property conveyed to Ventas Realty, Limited Partnership, by Warranty Deed of record in Book 11216, Page 962, in the Register's Office of Davidson County, Tennessee.

Madison Healthcare & Rehab Center
431 Larkin Springs Road, Madison, TN
Site No. 0132

Exhibit B
Permitted Exceptions

Policy Date: March 3, 2000

Issuer: First American Title Insurance Company

Policy No.: OP-5870659

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.

2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.

3 Easements, liens or encumbrance or claims thereof, which are not shown by the public record.

4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.

5. Matters shown on plan of record in Book 4060, page 123, Register's Office for Davidson County, Tennessee.

6. Terms and conditions of Lease Agreement by and among Vencor, Inc , First Healthcare Corporation, Ventas Realty, Limited Partnership, et, al, Landlord, and Vencor Healthcare, Inc., and assigns, Tenant, and Vencor Operating, Inc., Assignee, evidenced by Memorandum of Lease of record in Book 10933, page 714, Register's Office for Davidson County, Tennessee.

7. A 15 foot easement for water main conveyed to Madison Suburban Utility District by Nashville Agricultural and Normal Institute, of record in Book 3281, page 596, Register's Office for Davidson County, Tennessee,

8. Easement granted to Metropolitan Government of Nashville and Davidson County, of record in Book 7043, page 180, in said Register's Office.

9. Easement to BellSouth Telecommunications of record in Book 9261, page 265, in said Register's Office.

10. Easement retained by Metropolitan Government pursuant to Metropolitan County Council Ordinance No. 095-1312 attached to QuitClaim Deed of record in Book 9663, page 319, in said Register's Office.

11. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of ways for public utilities applicable to this property

12. Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement executed by Vencor Operating, Inc., a Delaware corporation, to Martin E. Simmons, Trustee, dated April 30, 1998, of record in Book 10933, page 747, Register's Office for Davidson County, Tennessee, in favor of Morgan Guaranty Trust Company of New York in the amount of $667,000 00.

13. UCC-1 Fixture Filing securing Morgan Guaranty Trust Company of New York, Secured Party, and Vencor Operating, Inc., Debtor, of record in Book 10933, page 791, Register's Office for Davidson County, Tennessee.

14. Metropolitan Nashville/Davidson County taxes for 1999, on Map/Parcel 52-03-144.00 in the amount of $17,234.76, delinquent.

15. Mortgage, Open End Mortgage, Deed of Trust, Trust Deed, Deed To Secure Debt, Credit Line Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement of record in Instrument 200003030021440, pages 1-39 dated as of January 31, 2000 by and between Ventas Realty, Limited Partnership and Bank of America, N.A., as Administrative Agent in the amount of $998,367,900.00 and filed for record March 3, 2000 at 2:18 p.m. in said Register's Office.

16. Assignment of Leases and Rents of record in Instrument 200003030021441, pages 1-15 dated as of January 31, 2000 by and between Ventas Realty, Limited Partnership and Bank of America, N.A., as Administrative Agent, and filed for record March 3, 2000 at 2:20 p.m., in said Register's Office.

17. UCC-1 Financing Statement of record in Instrument 200003030021442, pages 1-5 by and between Ventas Realty, Limited Partnership and Bank of America, N.A ,

as Administrative Agent and filed for record March 3, 2000 at 2:22 p.m. in said Register's Office.

18. UCC filed with the State of Tennessee by and between Ventas Realty, Limited Partnership and Bank of America, N.A., as Administrative Agent, on March 15, 2000 at Filing No. 300015902.

Site No. 0132

I, Robin A. O'Donnell, West Chester Director of Operations of Land Services USA, Inc., 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Robin A O'Donnell

Commonwealth of Pennsylvania:

County of Chester

Personally appeared before me, Melissa E. Jackson, a notary public for this county and state, Robin A. O'Donnell, West Chester Director of Operations of Land Services USA, Inc., who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melissa E. Jackson, Notary Public
West Chester Boro, Chester County
My Commission Expires Dec. 7, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Melissa E. Jackson

Notary's Signature

MY COMMISSION EXPIRES: 12/7/2017

Notary's Seal (If on paper)