Karen Johnson Davidson County
Batch# 421520 DEEDWARRSP
06/19/2020 04:00:30 PM 7 pgs
Fees: $38.00 Taxes: $34,040.00
20200619-0065942

| | |
|---|---|
| THIS INSTRUMENT PREPARED BY, AND WHEN RECORDED, RETURN TO:<br><br>Prepared by and return to:<br>Shutts & Bowen LLP<br>300 South Orange Avenue<br>Suite 1600<br>Orlando, FL 32801<br>Attention: Jennifer Slone Tobin | STATE OF TENNESSEE<br>COUNTY OF DAVIDSON<br><br>The actual consideration or value, whichever is greater, for this transfer is: $9,200,000.00<br><br>Affiant<br><br>Subscribed and sworn to before me this 12th day of June, 2020.<br><br>Notary Public<br><br>My commission expires: JENNIFER M WILLIAMS Notary ID #715284 My Commission Expires September 7, 2022 |

**SPECIAL WARRANTY DEED**

| **ADDRESS OF NEW OWNER** | **SEND TAX BILLS TO** | **MAP/PARCEL NO.** |
|---|---|---|
| NASHVILLE 394 MEDICAL PROPERTIES, LLC<br>c/o MB Real Estate Services Inc.<br>181 West Madison, Suite 4700<br>Chicago, Illinois 60602 | Same | 147-00-0-010.00 |

**FOR AND IN CONSIDERATION** of the sum of Ten ($10.00) Dollars cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VM PREMIER MOB, LLC,** a Delaware limited liability company ("**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **NASHVILLE 394 MEDICAL PROPERTIES, LLC**, a Delaware limited liability company ("**Grantee**"), and Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto.

The property described in Exhibit A is improved property known as 394 Harding Place, Nashville, Davidson County, Tennessee 37211.

**TO HAVE AND TO HOLD** the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's heirs and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except those permitted exceptions as listed on Exhibit B and representations and limitations as expressly provided for hereby.

And Grantor does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to the Property to the said Grantee, its heirs and assigns against the lawful claims of all persons claiming by, through or under the Grantor, 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]

**SIGNATURE PAGE**
**TO**
**SPECIAL WARRANTY DEED**

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**IN WITNESS WHEREOF,** the Grantor has caused this Special Warranty Deed to be executed this 15th day of June, 2020, to be effective as of June 16, 2020.

**GRANTOR:**

**VM PREMIER MOB, LLC**
a Delaware limited liability company

By: Virtus Myers Nashville, LLC,
a Delaware limited liability company.
Its Manager

By: Virtus Myers Co-Investment Fund, LP,
a Delaware limited partnership,
Its Manager

By: Virtus Real Estate Capital II
Management GP, LLC,
a Texas limited liability company,
its general partner

By:_____
William Strong, Director

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, Jennifer M Williams, of the state and county aforementioned, personally appeared William Strong, 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 Director of Virtus Real Estate Capital II Management GP, LLC, a Texas limited liability company, the general partner of Virtus Myers Co-Investment Fund, LP, a Delaware limited partnership, the Manager of Virtus Myers Nashville, LLC, a Delaware limited liability company, the Manager of VM Premier MOB, LLC, a Delaware limited liability company the within named bargainor, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of limited liability company in his capacity as such Director.

Witness my hand and seal, this 12th day of June, 2020.

Notary Public

My Commission Expires:

JENNIFER M WILLIAMS
Notary ID #715284
My Commission Expires
September 7, 2022

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE:

TRACT 1:

BEING LOT NO. 7 AND LOT NO. 6, AS SHOWN ON THE FINAL PLAT RESUBDIVISION OF LOT 6 HARDING MALL VILLAGE, OF RECORD IN BOOK 7900, PAGE 634, REGISTER OFFICE OF DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO VM PREMIER MOB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM PREMIER MEDICAL CENTER, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 201811050109186, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TRACT 2:

EASEMENT(S) BENEFITTING TRACT 1 CONTAINED IN THE CROSS-ACCESS EASEMENTS, SLOPE EASEMENT, AND RELEASE AGREEMENT OF RECORD IN BOOK 9148, PAGE 965, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TRACT 3:

EASEMENT(S) BENEFITTING TRACT 1 CONTAINED IN THE CROSS-ACCESS EASEMENT AGREEMENT OF RECORD IN BOOK 9087, PAGE 101, AS RECORDED IN BOOK 9100, PAGE 929; AND FIRST AMENDMENT TO CROSS-ACCESS EASEMENT AGREEMENT IN BOOK 9776, PAGE 984, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

## EXHIBIT "B"

## PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

2. All matters shown on plats of record in Book 7900, Page 606 and Book 7900, Page 634, in the Register's Office of Davidson County, Tennessee.

3. Easements, reservations, and conditions contained in Deed of record in Book 9163, Page 372, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Cross-Access Easements, Slope Easement, and Release Agreement, by and between Harding Place Partnership and Dorris D. Barnes and Nell A. Barnes, of record in Book 9148, Page 965, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Cross-Access Easement Agreement, by and between Gainsborough Corporation, a North Carolina corporation, and Harding Place Partnership, a Tennessee general partnership, of record in Book 9087, Page 101, as re-recorded in Book 9100, Page 929; and as affected by First Amendment to Cross-Access Easement Agreement in Book 9776, Page 984, in the Register's Office of Davidson County, Tennessee.

6. Rights of tenants, as tenants only, under the following unrecorded lease agreements:
   a. Premier ASC LLC, dated October 30, 2018;
   b. Premier Orthopaedics & Sports Medicine, PLC, dated June, 2003; and
   c. Premier Orthopaedics & Sports Medicine, PLC, dated April17, 2002.

7. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by American Surveying & Mapping, Inc. on March 30, 2020, last revised June 11, 2020, designated 2010632-26930: (A) Fence outside the northerly boundary of the Land; (B) Building inside easement 13.9' NOTE: As per approval of preliminary P.U.D. plans by the Metropolitan Planning Commission. Building will be allowed over this pipe and easement, however, no building will be allowed over the existing manhole.

# True Copy Certification

I, ___Tonja Railsback White____, do hereby make oath that I am 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.

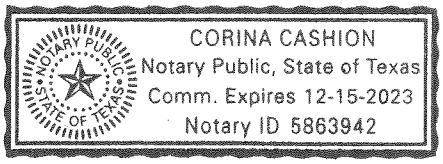


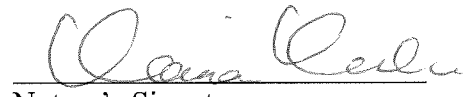
Signature

State of ____Texas_____

County of ___Bexar _____

Personally appeared before me, ___Corina Cashion_____, a notary public for this county and state, _Tonja Railsback White___ 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: _____

Notary Seal: