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Prepared by:

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BILL GARRETT, Davidson County
Trans:T20150048563 DEEDWARRSP
Recvd: 06/18/15 10:13 5 pgs
Fees:28.00 Taxes:34225.00
20150618-0058118

After Recording Return to:

Chicago Title Insurance Company
711 Third Ave, Suite 500
New York, New York 10017
Attn: Mark Marmer

Grantee Address:	Map-Parcel Numbers:	Send Tax Bills To:
PAL PV Nashville LLC c/o Palatine Capital Partners Management, LLC, 950 Third Avenue, 31st Floor New York, NY 10022 Attn: Eric Eichenholtz	Map 93-23, Parcel 168	PAL PV Nashville LLC c/o Palatine Capital Partners Management, LLC, 950 Third Avenue, 31st Floor New York, NY 10022 Attn: Eric Eichenholtz

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **PRINTERS ALLEY GARAGE LLC**, a Tennessee limited liability company ("Grantor"), has bargained and sold, and by these presents transfers and conveys to **PAL PV NASHVILLE, LLC**, a Delaware limited liability company ("Grantee"), certain real estate in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference.

Being the same property conveyed to Grantor by Deed of record as Instrument No. 20010702-0069950 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee and its successors and assigns in fee simple forever.

This is improved property known as Printers Alley Garage, 300 Church Street, Nashville, Tennessee, 37201.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee of the aforedescribed real estate, that Grantor has a good right to sell and convey the same, that the same is unencumbered except for the matters set forth on Exhibit B hereto (the "Permitted Exceptions"), and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor but not further or otherwise.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor has executed this Deed the 9 day of June, 2015.

GRANTOR:

PRINTERS ALLEY GARAGE LLC,
a Tennessee limited liability company

By: **AEL Printers Alley LLC**, a Delaware limited liability company, Managing Member

By: _____
Name: Armand Lasky
Title: President

STATE OF New York
COUNTY OF Nassau

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared **Armand Lasky**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **AEL Printers Alley LLC**, a Delaware limited liability company, which is the Managing Member of **Printers Alley Garage LLC**, a Tennessee limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as President of the AEL Printers Alley LLC as Managing Member on behalf of Printers Alley Garage LLC.

WITNESS my hand and official seal this 9th day of June, 2015.

_____
Notary Public

My commission expires:
4/30/2019

SANDRA SPERGEL
NOTARY PUBLIC, State of New York
No. 4828659
Qualified in Nassau County
Commission Expires 4/30/2019

AFFIDAVIT OF VALUE

STATE OF New York
COUNTY OF Nassau

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $9,250,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 9th day of June, 2015.

Notary Public

My Commission Expires: 4/30/2015

SANDRA SPERGEL
NOTARY PUBLIC, State of New York
No. 4828659
Qualified in Nassau County
Commission Expires 4/30/2015

EXHIBIT A

Property Legal Description

Land in Davidson County, Tennessee, more particularly described as follows:

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, generally located west of Third Avenue North and North of Church Street, said parcel being a portion of Lot 41 on the original plan of the Town of Nashville and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way line of Third Avenue North and the northerly right-of-way line of Church Street;

Thence, with said northerly right-of-way line of Church Street, S 59 deg. 39 min. 08 sec. W, 175.26 feet to the easterly right-of-way line of Printers Alley;

Thence, with said easterly right-of-way line of Printers Alley, N 30 deg. 14 min. 27 sec. W, 100.67 feet;

Thence, leaving said right-of-way line, N 59 deg. 29 min. 43 sec. E, 175.29 feet to the westerly right-of-way line of Third Avenue North;

Thence, with said westerly right-of-way line of Third Avenue North, S 30 deg. 13 min. 32 sec. E, 101.15 feet to the point of beginning.

Said description is based upon a survey dated June 30, 1998, last revised May 22, 2001, File No. 14089-04 by Ronald W. Ferguson, RLS No. 1972, Barge Waggoner Sumner & Cannon, Inc., Nashville, Tennessee.

Being the same property conveyed to Grantor by deed of record as Instrument No. 20010702-0069950, said Register's Office.

EXHIBIT B

Permitted Exceptions

1. Taxes for the year 2015, a lien not yet due and payable.

2. Restrictive Covenants as set forth in instruments of record in Book 7423, Page 374; Book 8027, Page 865; Book 8421, Page 587; Book 9208, Page 613; Book 10512, Page 464; Instrument No. 20020626-0076795; Instrument No. 200501240008719; Instrument No. 201309030092714; and Instrument No. 201309030092715, Register's Office for Davidson County, Tennessee.

3. Terms, conditions and rights contained in unrecorded Lease Agreement to World Finance Corporation of Tennessee d/b/a General Credit or d/b/a World Finance of Nashville, as amended, as evidenced by Lease Agreement of record in Book 10220, page 553 as assigned and assumed by Printers Alley Garage LLC in Assignment and Assumption of Leases of record in Instrument No. 200107020069952, Register's Office for Davidson County, Tennessee.

4. Terms, conditions and rights contained in unrecorded Lease to The Lamar Companies, as amended and as evidenced by Memorandum of Lease Agreement of record in Instrument No. 20030411-0048608, Register's Office for Davidson County, Tennessee.

5. Rights of tenants in possession, as tenants only, under recorded or unrecorded leases.

6. Items and matters shown on that certain Survey dated March 11, 2015 by Barge Waggoner Sumner & Cannon, Inc.

7. A Deed of Trust by Printers Alley Garage LLC, Trustor, to Joseph B. Pitt, Jr., trustee, for the benefit of German American Capital Corporation, beneficiary, to secure a note in the original amount of $5,800,000.00 secured thereby, dated 7/26/2013, of record as Instrument No. 20130806-0082152, as assigned in Instrument No. 20131213-0126307, Register's Office for Davidson County, Tennessee, the obligations and encumbrance of which are being assumed by Grantee.

8. Assignment of Rents and Leases of record as Instrument # 20130806-0082153, as assigned in Instrument No. 20131213-0126308 Register's Office for Davidson County, Tennessee, the obligations and encumbrance of which are being assumed by Grantee.

9. UCC-1 Financing Statement naming Printers Alley Garage LLC, debtor, and German American Capital Corporation, Secured Party, of record as Instrument No. 20130806-0082154, as assigned in Instrument No. 20131213-0126309, Register's Office for Davidson County, Tennessee, the obligations and encumbrance of which are being assumed by Grantee.