Karen Johnson Davidson County
Batch# 863244 DEEDWARRSP
05/26/2022 03:49:30 PM 8 pgs
Fees: $43.00 Taxes: $14,800.00
20220526-0061547

Address New Owner:	Map/Parcel Numbers:	Send Tax Bills To:
MC Oslo Hermitage, LLC c/o Mountain Classic Real Estate, Inc. 461 East 200, Suite 102 Salt Lake City, Utah 84111 Attn: Kelly Watson	Map/Parcel No. 08600019900	461 East 200, Suite 102, Salt Lake City, Utah 84111
This instrument was prepared in consultation with Tennessee legal counsel and when recorded, return to: Justin C. Meyer, Golden Steves & Gordon LLP, 200 E. Basse Road, Suite 200, San Antonio, Texas 78209		

SPECIAL WARRANTY DEED

from

KSHAMA HOTEL LLC, a Tennessee limited liability company
("**Grantor**")

to

MC OSLO HERMITAGE, LLC, a Utah limited liability company
("**Grantee**")

After recording return to:
Calloway Title and Escrow, LLC
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, GA 30319
7-01220

Address New Owner:	Map/Parcel Numbers:	Send Tax Bills To:
MC Oslo Hermitage, LLC c/o Mountain Classic Real Estate, Inc. 461 East 200, Suite 102 Salt Lake City, Utah 84111 Attn: Kelly Watson	Map/Parcel No. 08600019900	461 East 200, Suite 102, Salt Lake City, Utah 84111
This instrument was prepared in consultation with Tennessee legal counsel and when recorded, return to: Justin C. Meyer, Golden Steves & Gordon LLP, 200 E. Basse Road, Suite 200, San Antonio, Texas 78209		

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT THE UNDERSIGNED, **KSHAMA HOTEL LLC**, a Tennessee limited liability company ("***Grantor***"), for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by **MC OSLO HERMITAGE, LLC**, a Utah limited liability company ("***Grantee***"), whose address is 461 East 200, Suite 102, Salt Lake City, Utah 84111, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain tract of land located in the City of Hermitage, Davidson County, Tennessee (the "***Land***"), being more particularly legally described on **Exhibit A** attached hereto and made part hereof for all purposes, together with any and all improvements situated on the Land and all right, title and interest of Grantor, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities, and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any; and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (all of which are hereinafter collectively called the "***Property***").

This conveyance is expressly made and accepted subject only to all matters set forth on **Exhibit B** attached hereto and made a part hereof for all purposes (the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators and successors to WARRANT AND

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $4,000,000.00

Affiant

KELA BROOKS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-3-2025

Subscribed and sworn to before me this 9th day of May 2022.

Notary Public

My Commission Expires: 3/3/2025

FOREVER DEFEND all and singular the Property unto said Grantee and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

The Property is improved real property located at 5772 Old Hickory Blvd., Hermitage, Tennessee 37218.

Ad valorem taxes and special assessments, if any, against the Property for the year 2022 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed, and Grantee hereby expressly assumes and agrees to pay the same.

THE PROPERTY IS BEING CONVEYED IN AN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS DEED. EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN (COLLECTIVELY, THE "*EXPRESS REPRESENTATIONS*"), NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY GRANTOR OR BY ANY PARTNER, OFFICER, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR AS TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (II) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (III) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (IV) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF; OR (V) WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED INTO THIS DEED, AND THAT THIS DEED IS BEING ACCEPTED AFTER FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER EXCEPT THE EXPRESS REPRESENTATIONS. TO THE EXTENT THAT GRANTOR HAS PROVIDED TO GRANTEE ANY INSPECTION, ENGINEERING OR ENVIRONMENTAL REPORTS (INCLUDING REPORTS CONCERNING ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES, OR ANY OTHER MATERIALS, INFORMATION OR DATA IN CONNECTION WITH GRANTEE'S INSPECTION OF THE PROPERTY), EXCEPT THE EXPRESS REPRESENTATIONS, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS, METHODOLOGY OF PREPARATION OR OTHERWISE CONCERNING THE CONTENTS OF SUCH REPORTS, MATERIALS, INFORMATION AND DATA. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY AND INVESTIGATED ALL MATTERS RELEVANT THERETO AND IS RELYING SOLELY UPON THE RESULTS OF GRANTEE'S OWN INSPECTIONS OR OTHER INFORMATION OBTAINED OR OTHERWISE AVAILABLE TO GRANTEE, RATHER THAN ANY INFORMATION THAT MAY HAVE BEEN PROVIDED BY GRANTOR.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, this Special Warranty Deed is executed to be effective the 19th day of May 2022.

GRANTOR:

KSHAMA HOTEL LLC,
a Tennessee limited liability company

By: P. Parbhu
Name: Paresh Parbhu
Title: President

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, Kela Brooks, a notary public of the state and county aforesaid, personally appeared Paresh Parbhu, with whom I am personally acquainted (or provide to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of KSHAMA HOTEL LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

WITNESS MY HAND and seal, at office in Nashville, Tennessee, on this 19th day of May, 2022.

NOTARY PUBLIC

[SEAL]

My Commission Expires: 3/3/2025

KELA BROOKS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-3-2025

OATH OF CONSIDERATION

STATE OF GEORGIA

COUNTY OF DEKALB

THE UNDERSIGNED HEREBY SWEARS OR AFFIRMS THAT THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $4,000,000.00.

_____ (SEAL)
AFFIANT: Kyle J. Levstek

Signed, sealed and delivered
in the presence of:

_____
Notary Public
My Commission Expires: June 15 2023

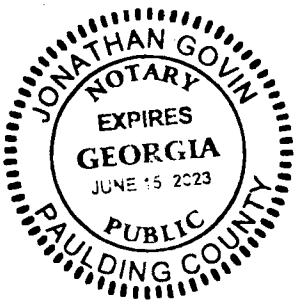


EXHIBIT A

Legal Description

ALL THAT TRACT or parcel of land lying and being in Davidson County, Tennessee, being Lot 1 on that certain Final Plat prepared by Weatherford and Associates, LLC, bearing the seal of Paul G. Weatherford, Tennessee Registered Land Surveyor No. 1941, dated July 15, 2019, last revised June 28, 2020, as more particularly depicted on a plat recorded in Plat Book 20200721-0079934, in the Register of Deeds in Davidson County, Tennessee, which plat is incorporated herein by reference hereto.

Being the same property conveyed to Kshama Hotel LLC by Warranty Deed from Krishna Associates, a Tennessee general partnership, dated March 4, 2016, and recorded in the Register's Office for Davidson County, Tennessee at Instrument No. 20160309-0022487.

EXHIBIT B

Permitted Exceptions

1. All taxes for the year 2022 and subsequent years, not now due and payable.

2. Easement as contained in that certain Warranty Deed from Myrtle Dies Hewgley to Shell Oil Company, a Delaware corporation, dated January 6, 1965, filed for record January 7, 1965 at 9:14 a.m., recorded in Book 3848, Page 554, aforesaid Records.

3. Declaration of Easement and Common Elements for Resubdivision of Lot 1, Revised Priest Lake Commercial Park by Kshama Hotel, LLC, dated November 17, 2020, filed for record December 4, 2020 at 10:21 a.m., recorded in Instrument No. 20201204-0141061, aforesaid Records.

4. All those matters as disclosed by that certain plat recorded in Plat Book 4715, Page 3, aforesaid Records; as re-recorded in Plat Book 4715, Page 102, aforesaid Records.

5. All those matters as disclosed by that certain plat recorded in Instrument No. 20200721-0079934, aforesaid Records.

Tennessee Certification of Electronic Document

I, David W. Dudley, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on May 19, 2022 (date of document).

Affiant Signature

May 19, 2022
Date

State of Georgia

County of Dekalb

Sworn to and subscribed before me this 19th day of May, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 08-15-2023

NOTARY'S SEAL

