Karen Johnson Davidson County
Batch# 906741 DEEDWARRSP
08/23/2022 01:26:30 PM 7 pgs
Fees: $38.00 Taxes: $108,225.00
20220823-0095207

This instrument was prepared by:
Greenberg Traurig, PA
401 E Las Olas Blvd, Suite 2000
Fort Lauderdale, FL 33301
Attn: Stephen F. Katz, Esq.

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NO.
RB Nashville Garage LLC c/o Rockbridge 4100 Regent Street, Suite G Columbus, Ohio 43219	RB Nashville Garage LLC c/o Rockbridge 4100 Regent Street, Suite G Columbus, Ohio 43219	Map 93-23, Parcel 168

THIS INDENTURE made as of this 18th day of August, 2022, between PAL PV NASHVILLE, LLC, a Delaware limited liability company, First Party, and, RB NASHVILLE GARAGE LLC, a Delaware limited liability company, Second Party;

W I T N E S S E T H :

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

The First Party covenants that it is lawfully seized in fee simple of the premises; that it has a good and lawful right to sell and convey the same; and that said property is free and clear and unencumbered, with the exception of the 2022 taxes, which will be prorated as of the date of closing, and which Second Party assumes and agrees to pay; and the matters set forth in **Exhibit "B"** attached hereto and made a part hereof, and any and all other matters herein recited.

The First Party further covenants that it will warrant and defend the title to said premises unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

Signature Page Follows

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed as of the day and year first above written.

PAL PV NASHVILLE, LLC,
a Delaware limited liability company

By: PAL Equity Manager II, LLC,
a Delaware limited liability company, its manager

By: _____
Name: Alexander B. Hurst
Title: Sole Member

STATE OF Colorado
COUNTY OF Pitkin

Before me, ~~Alexander Hurst~~ Stacy Stanek, a Notary Public in and for the State and County aforesaid, personally appeared Alexander B. Hurst, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Sole Member of PAL Equity Manager II, LLC, a Delaware limited liability company, the Manager of PAL PV NASHVILLE, LLC, a Delaware limited liability company within named bargainor, and that he as such Sole Member, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as such Sole Member.

Witness my hand, at office, this 2nd day of August, 2022.

_____
Notary Public

My Commission Expires: 10/7/22

STACY STANEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20024032730
My Commission Expires October 7, 2022

STATE OF OHIO

COUNTY OF FRANKLIN

The actual consideration or value, whichever is greater, for this transfer is $29,250,000.00.

Affiant

Subscribed and sworn to before me this the 16th day of AUGUST, 2022.

Tamara Schoedel

Notary Public

My Commission Expires: 09-29-2024

NOTARIAL SEAL
STATE OF OHIO

TAMARA SCHOEDEL
Notary Public, State of Ohio
My Commission Expires 09-29-2024

[Special Warranty Deed - Consideration Affidavit Signature Page]

EXHIBIT "A"

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.

Being the same property conveyed to Pal PV Nashville, LLC, a Delaware limited liability company, by deed from Printers Alley Garage, LLC, a Tennessee limited liability company, of record in Instrument Number 20150618-0058118 in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.

2. Terms and provisions of Restrictive Covenants Running with the Land of The Metropolitan Development and Housing Agency in the Capitol Mall Redevelopment Project, by The Metropolitan Development and Housing Agency (Formerly, The Nashville Housing Authority), of record in Book 7423, Page 374, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Restrictive Covenants Running with the Land of The Metropolitan Development and Housing Agency in the Capitol Mall Redevelopment Project, by The Metropolitan Development and Housing Agency (Formerly, The Nashville Housing Authority), of record in Book 8421, Page 587, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Restrictive Covenants Running with the Land of The Metropolitan Development and Housing Agency in the Capitol Mall Redevelopment Project, by The Metropolitan Development and Housing Agency (Formerly, The Nashville Housing Authority), of record in Book 9208, Page 613, in the Register's Office of Davidson County, Tennessee.

5. Restrictions as contained in Ordinance No. O97-755 of record in Book 10512, Page 464, in the Register's Office of Davidson County, Tennessee.

6. Restrictions as contained in Ordinance No. BL2002-1033 of record in Instrument No. 200206260076795, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Memorandum of Lease Agreement, by and between Printers Alley Garage, LLC and The Lamar Companies, of record in Instrument No. 200304110048608, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Restrictive Covenants Running with the Land of The Metropolitan Development and Housing Agency with Supplemental Requirements, by The Metropolitan Development and Housing Agency, of record in Instrument No. 200501240008719, in the Register's Office of Davidson County, Tennessee.

9. Restrictions as contained in Amendment No. 1 to Ordinance No. BL2013-377 of record in Instrument No. 201309030092714, in the Register's Office of Davidson County, Tennessee.

10. Restrictions as contained in Ordinance No. BL2009-436 of record in Instrument No. 201309030092715, in the Register's Office of Davidson County, Tennessee.

11. Rights of tenants, as tenants only, under unrecorded leases and/or agreements without any options to purchase or rights of first refusal.

12. All matters shown on an ALTA/NSPS Land Title Survey made by McAdoo Land Surveying for American National on June 13, 2022 and last revised August 3, 2022, designated Project No. 20221703.

Tennessee Register of Deeds Association
President Sheena R Tinsley

I, Margo Zhao, 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 August 18, 2022.

Affiant Signature

Date: August 18, 2022
State of New York
County of New York
Sworn to and subscribed before me this 18th day of August, 2022

Notary's Signature

JED LEVINE
Notary Public, State of New York
No. 01LE6109294
Qualified in Queens County
Commission Expires 5/3/2024

MY COMMISSION EXPIRES: May 3, 2024
Notary's Seal (if on paper)