SPECIAL WARRANTY DEED

Karen Johnson Davidson County
Batch# 1045037 DEEDWARRSP
08/31/2023 03:10:30 PM 8 pgs
Fees: $43.00 Taxes: $26,825.00
20230831-0068474

Grantee's address, send tax bills to, and
After recording, return to:

CURTI TERRA INC.
5849 W. Elowin Dr.
Visalia, CA 93291
SAN DIEGO, CA 92130

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

THAT, CAT GOODLETTSVILLE, LLC, an Ohio limited liability company ("**Grantor**"), for and in consideration of the sum of Ten Dollars ($10) and other good and valuable consideration in hand paid to the undersigned by CURTI TERRA INC., a California corporation ("**Grantee**"), whose mailing address is 5849 W. Elowin Drive, Visalia, CA 93291, the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee that certain real property being more particularly described on Exhibit A attached hereto and made a part hereof, together with all and singular rights, titles, tenements, hereditaments, appurtenances and interests belonging or in any way appurtenant thereof (collectively, the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject only to the matters described on Exhibit B, attached hereto and made a part hereof for all purposes, but only to the extent that the same are valid and subsisting and affect or relate to the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

EXECUTED this 31 day of August, 2023.
as of

GRANTOR:

CAT GOODLETTSVILLE, LLC, An Ohio limited liability company

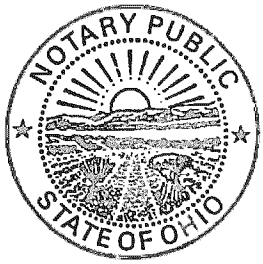
By: _____
Douglas Compton, Authorized Manager

(ACKNOWLEDGMENT)

STATE OF OHIO §
§ SS.
COUNTY OF HAMILTON §

This instrument was acknowledged before me this 29th day of August, 2023, by _Douglas Compton, Authorized Manager of CAT GOODLETTSVILLE, LLC, an Ohio limited liability company, on behalf of said limited liability companies.

_____
Notary Public



JULIE A. DOLLENMAYER
Notary Public, State of Ohio
My Commission Expires
December 19, 2025

This Instrument was prepared by:

Barrett P. Tullis, Esq.
Keating Muething & Klekamp PLL
One East 4th Street, Suite 100
Cincinnati, OH 45202
(513) 579-6400

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, (whichever is greater) is $7,250,000.00.

Kenneth J Curtis-TRES
Affiant

Subscribed and sworn to before me this 30th day of August, 2023.

Jackie McKean
Notary Public

Commission Expiration: 12/3/2026

JACKIE MCKEAN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2428715
TULARE COUNTY
My Comm. Exp. December 3, 2026

EXHIBIT A
(Legal Description)

Auditor's Parcel No. 019 013 0 074.00

Tract I:
Land in Davidson County, Tennessee, being Lot No. 1 on the First Revision of Lots 14, 15, 23 & 24 R.A. Cartwright's Heirs of record in Instrument Number 20020103-0001160, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract II:
Land in Davidson County, Tennessee, being Lot No. 5 on the Map showing subdivision of R.A. Cartwright's Heirs at Goodlettsville, Tennessee of record in Plat Book 421, Pages 144 and 145, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Tract III:
Land in Davidson County, Tennessee being in the 10th Civil District located in the Long Hollow Pike on the outskirts of the Village of Goodlettsville. Beginning at a point in Long Hollow Road and the southeast corner of Dale Pennuel's (now C.A. Sowell) property; thence, with said Sowell's line, north 190 feet to the corner of J.C. Leeman and C.A. Sowell's; thence east with J.C. Leeman's line 104 feet, more or less, to the northwest corner of the property condemned unto the State of Tennessee by Final Consent Judgment of the Third Circuit Court of Davidson County, Tennessee, in its proceedings styled "State of Tennessee, ex rel, vs. William H. Seaton, et al., Docket No. A-3227, of record in Minute Book 84-B, Page 1130, in the Clerk's Office for said Court, a certified copy of which was recorded in Book 4222, Page 224, said Register's Office; thence, with the westerly line of said property condemned unto the State of Tennessee, South 21 degrees 23 minutes 50 second East 196 feet, more or less, to the northerly margin of Long Hollow Pike; thence, along the northerly margin of said Pike westerly 114 ¼ feet, more or less, to the beginning.

FOR INFORMATIONAL PURPOSES, ONLY: Being the same property conveyed to CAT Goodlettsville, LLC, an Ohio limited liability company, by Special Warranty Deed dated April 27, 2022 and recorded May 17, 2022 as Document No. 20220517-0056331, of the Davidson County, Tennessee Records.

EXHIBIT B
(Permitted Exceptions)

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any private rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

6. Taxes and assessments for the year 2023 and subsequent years which are a lien, but are not yet due and payable.

7. Tax additions or abatements, if any, which may hereafter be made by legally constituted authorities.

8. Rights of tenant and terms and conditions pursuant to unrecorded Range USA Lease by and between CAT Goodlettsville, LLC ("Landlord") and Goodlettsville Range Operations, LLC ("Tenant"), dated effective February 15, 2022, as affected by

    a. Terms and provisions of the unrecorded First Amendment to Range USA Lease by and between CAT Goodlettsville, LLC ("Landlord") and Goodlettsville Range Operations, LLC ("Tenant"), dated February 15, 2022.

    b. Terms and provisions of the unrecorded Assignment and Assumption of Lease Agreement by and between Unique Omega LLC, a Tennessee limited liability company, and CAT Goodlettsville, LLC, an Ohio limited liability company, dated April 27, 2022.

c. Terms and provisions of the unrecorded Second Amendment to Range USA Lease by and between CAT Goodlettsville, LLC ("Landlord") and Goodlettsville Range Operations, LLC ("Tenant"), dated June 13, 2023.

d. Terms and provisions of the unrecorded Second Amendment to Range USA Lease by and between CAT Goodlettsville, LLC ("Landlord") and Goodlettsville Range Operations, LLC ("Tenant"), dated July 19, 2023.

e. Terms and provisions of the unrecorded Assignment and Assumption of Lease Agreement by and between CAT Goodlettsville, LLC, an Ohio limited liability company, and Curti Terra, Inc., a California corporation, dated August 31, 2023.

9. Terms and conditions of that certain unrecorded Sign Location Lease in favor of The Lamar Companies dated September 11, 2013.

a. Terms and provisions of the unrecorded Assignment and Assumption of Lease Agreement (Lamar) by and between CAT Goodlettsville, LLC, an Ohio limited liability company, and Curti Terra, Inc., a California corporation, dated August 31, 2023.

10. Matters as set forth on Plat recorded as Instrument No. 20020103-0001160, of the Davidson County, Tennessee Records.

11. Matters as set forth on Plat recorded in Plat Book 421, Page 144, of the Davidson County, Tennessee Records.

12. Permanent utility easement in favor of Madison Suburban Utility District of Davidson County, Tennessee, a municipal corporation, as set forth in Easement recorded October 8, 2004 as Instrument No. 20041008-0121682, of the Davidson County, Tennessee Records.

13. Inspection and Maintenance Agreement of Private Stormwater Management Facilities by and between CAT Goodlettsville, LLC, an Ohio limited liability company, and the City of Goodlettsville, Tennessee, dated June 16, 2022 and recorded July 20, 2023 as Document No. 20230720-0056109, of the Davidson County, Tennessee Records.

14. Matters as set forth on Final Plat Combining Lot 1 R.A. Cartwright's Heirs & Lots 6 & 7 Cartwrights Subdivision, dated June 2, 2022 and recorded August 4, 2022 as Document No. 20220804-0088944, of the Davidson County, Tennessee Records.

15. Rights of others, if any, in, over and to that portion of the Land which lies within the public right-of-way.

16. The property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

17. Any deficiency of the property description contained in Schedule A, the failure of said description to adequately identify the land, or any claim thereof. The Company will not be liable for any loss, costs or damages, including attorneys' fees, resulting from any assertion that, due to an inadequate property description, either (1) any instrument vesting title or establishing the Insured mortgage is invalid or unenforceable, in whole or in part, or (2) the title is unmarketable. The location of the boundary lines is not hereby insured. **(As to Tract III)**

Tennessee Certification of Electronic Document

I, Gregory J. Haverkamp, 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 29, 2023 and August 31, 2023 (date of document).

Affiant Signature

8.31.23
Date

State of Ohio

County of Hamilton

Sworn to and subscribed before me this _____ day of August, 2023.

Katherine M. Redding
Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

KATHERINE M. REDDING
Notary Public, State of Ohio
My Commission Expires
February 13, 2027