Karen Johnson Davidson County
Batch# 1129536 DEEDQC
05/01/2024 11:37:30 AM 7 pgs
Fees: $37.00 Taxes: $0.00
20240501-0031793

THIS INSTRUMENT PREPARED BY: WILLIAM T. SMITH **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 150 THIRD AVENUE SOUTH, SUITE 1700 NASHVILLE, TENNESSEE 37201 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration for this transfer is $0.00. Sharon J Miller Affiant Subscribed and sworn to before me, this 30th day of April, 2024. Notary Public My commission expires: 10/17/2027

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Number:
Groundly Home Lessor LLC 1114 Avenue of the Americas (39th Floor) New York, NY 10036	SAME	09213016400

QUITCLAIM DEED AS TO IMPROVEMENTS

WHEREAS, pursuant to that certain Quitclaim Deed as to Improvements of record as Instrument No. 20231117-0089687, Register's Office for Davidson County, Tennessee (the "Improvements Deed"), **GROUNDLY HOME LESSOR LLC**, a Delaware limited liability company ("Groundly Home Lessor"), quitclaimed certain improvements situated on land located at 3512 Elkins Avenue, Nashville, TN 37209, as further described on Exhibit A, attached hereto

and incorporated herein by reference (the "Property"), to **GROUNDLY HOME OWNER LLC**, a Delaware limited liability company ("Groundly Home Owner"), subject to the terms and conditions of the Ground Lease (as hereinafter defined).

WHEREAS, simultaneously with the Improvements Deed, Groundly Home Lessor, as landlord, and Groundly Home Owner, as tenant, subjected the Property to that certain Ground Lease Agreement and Grant of Option dated as of November 17, 2023 (as amended, restated, modified, and/or supplemented from time to time, the "Ground Lease"), which Ground Lease is included as an exhibit to that certain Memorandum of Ground Lease Agreement and Grant of Option dated as of November 17, 2023, of record as Instrument No. 20231117-0089688, Register's Office for Davidson County, Tennessee (the "Memorandum of Ground Lease"); and

WHEREAS, simultaneously with this Quitclaim Deed as to Improvements, Groundly Home Lessor and Groundly Home Owner are terminating the Ground Lease and recording a termination of the Memorandum of Ground Lease; and

WHEREAS, by this Quitclaim Deed as to Improvements, Groundly Home Owner, as grantor, desires to release, remise, quitclaim, and give to Groundly Home Lessor, as grantee, all right, title, and interest of Grantor in and to the buildings, structures, and other improvements and all fixtures, systems, and facilities located on the Property, including, without limitation, that certain single-family dwelling and all other improvements (including, but not limited to, any fixtures, utilities, foundations, drives, walks, exterior improvements, decks, porches, patios, swimming pools, fences, and hardscapes) existing on or about the Property as of the date hereof, as well as any and all alterations, additions, replacements, and substitutions thereto, thereof, and therefor (collectively, the "Improvements").

NOW, THEREFORE, KNOW ALL PERSONS by these presents that, in consideration of these premises, and for the express purpose of returning title to the Improvements to Groundly Home Lessor in connection with the termination of the Ground Lease, Groundly Home Owner, as grantor, does hereby release, remise, quitclaim, and give to Groundly Home Lessor, as grantee, effective as of the 30th day of April, 2024 (the "Effective Date"), all right, title, and interest of

Groundly Home Owner in and to the Improvements, it being understood and agreed that Groundly Home Owner, by this Quitclaim Deed as to Improvements, quitclaims to Groundly Home Lessor only title to the Improvements on the Property to Groundly Home Lessor in their "AS IS" condition with all faults, without any express or implied warranties whatsoever, which are hereby disclaimed.

GROUNDLY HOME LESSOR JOINS IN THE EXECUTION OF THIS QUITCLAIM DEED AS TO IMPROVEMENTS TO ACKNOWLEDGE AND EXPRESSLY AGREE THAT GROUNDLY HOME LESSOR IS ACQUIRING TITLE IN AND TO THE IMPROVEMENTS IN THEIR "AS IS" PHYSICAL CONDITION, SUBJECT TO THE TERMS HEREOF, WITHOUT EXPRESS OR IMPLIED WARRANTY BY GROUNDLY HOME OWNER WITH RESPECT TO THE CONDITION, QUALITY, REPAIR, OR FITNESS OF THE IMPROVEMENTS FOR A PARTICULAR USE OR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED BY GROUNDLY HOME OWNER AND HEREBY WAIVED AND RENOUNCED BY GROUNDLY HOME LESSOR.

This quitclaim is subject to such limitations, restrictions, and encumbrances as may affect the premises.

{Signature pages to follow}

WITNESS my hand effective as of the Effective Date.

GROUNDLY HOME OWNER (AS GRANTOR):

GROUNDLY HOME OWNER LLC,
a Delaware limited liability company

By: _____
Douglas Heitner, Chief Legal Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DOUGLAS HEITNER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the CHIEF LEGAL OFFICER of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 29th day of April, 2024.

_____
Notary Public

My Commission Expires: AUGUST 7, 2025

ANA V. GARCIA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GA5047666
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES AUGUST 07, 2025

WITNESS my hand effective as of the Effective Date.

GROUNDLY HOME LESSOR (AS GRANTEE):

GROUNDLY HOME LESSOR LLC,
a Delaware limited liability company

By: _____
Douglas Heitner, Chief Legal Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DOUGLAS HEITNER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the CHIEF LEGAL OFFICER, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 29th day of April, 2024.

_____
Notary Public

My Commission Expires: AUGUST 7, 2025

ANA V. GARCIA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GA5047666
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES AUGUST 07, 2025

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 7, Block 17, as shown on the map entitled Map of Charlotte Park 2nd Addition to Nashville, of record in Book 57, pages 160 and 161, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Being the same property conveyed to Groundly Home Lessor LLC, a Delaware limited liability company, by deed from Elkin Holdings, GP, a Tennessee general partnership, of record as Instrument No. 20231030-0084806, Register's Office for Davidson County, Tennessee. Pursuant to that certain Quitclaim Deed as to Improvements of record as Instrument No. 20231117-0089687, Register's Office for Davidson County, Tennessee, Groundly Home Lessor LLC, a Delaware limited liability company, quitclaimed the improvements located on the subject property to Groundly Home Owner LLC, a Delaware limited liability company.

True Copy Certification

I, William T. Smith, 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 April 30, 2024.

Affiant Signature

Date: 5/1/24

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 1st day of May, 2024.

Notary's Signature

My Commission Expires: 10/17/2027

Notary's Seal

