Shelby County Tennessee

Willie F. Brooks, Jr.

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

26045105

06/02/2026 - 09:46:30 AM

7 PGS	
CEPEDRA 2971502-26045105	
VALUE	820000.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	39.00

WILLIE F. BROOKS JR

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: http://register.shelby.tn.us Email: register@shelbycountytn.gov

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	PROPERTY OWNER:	PROPERTY ADDRESS:	MAIL TAX BILLS TO:	TAX PARCEL NOs.:
CC Drayton Baker, Donelson, Bearman, Caldwell & Berkowitz 165 Madison Avenue, Suite 2000 Memphis, TN 38103	CTC Property LLC 1450 Page Mill Road Palo Alto, California 94304	2685 Plant Road Memphis, Shelby County, Tennessee 38109	3231 Paul R. Lowry Rd., Memphis, Tennessee, 38109 Attn: Christian Kauffman	All or a portion of: 050101 00054

QUIT CLAIM DEED

THIS INDENTURE, entered into as of this 14th day of May, 2026, by and between THE CITY OF MEMPHIS, TENNESSEE, a municipal corporation of the State of Tennessee (hereinafter "Grantor"), having an address of 125 N. Main Street, Memphis, Tennessee 38103 and CTC PROPERTY LLC, a Wyoming limited liability company (hereinafter "Grantee"), having an address of 1450 Page Mill Road, Palo Alto, California 94304, and pursuant to that certain Contract for Purchase and Sale of Real Property by and between Grantor and Grantee dated May 16, 2025 (the "Purchase Agreement"),

WITNESSETH:

THAT for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, remise, release, quit claim and convey unto Grantee, all of Grantor's right, title and interest in and to the following described real estate situated and being in City of Memphis, County of Shelby, State of Tennessee, to-wit:

> All that certain real estate described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), including, without limitation, all buildings, structures, fixtures, equipment and other improvements now located on the Property, including those constructed by or on behalf of Grantee or its affiliates prior to the date hereof, all of which are hereby confirmed to be part of the Property conveyed hereby.

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of Grantor, both at law and in equity, therein and thereto; provided, however, that (a) the repurchase option of Grantor, as set forth in and subject to the terms and conditions of Section 5 of the Purchase Agreement, shall survive the delivery of this Quit Claim Deed for a period of one (1) year after the date thereof, upon the expiration of which period such repurchase option shall, if not timely and properly exercised by Grantor in accordance with such terms and conditions, automatically expire and be of no further force and effect, and (b) the right of first offer in favor of Grantor, as set forth in and subject to the terms and conditions of Section 31 of the Purchase Agreement, shall survive the recording of this Quit Claim Deed.

Subject to Grantor's right of first offer as set forth in Section 31 of the Purchase Agreement, Grantor hereby assigns to Grantee, without recourse, all of Grantor's right, title and interest, if any, in and to any warranties, guaranties, indemnities, insurance proceeds and claims relating to the construction of improvements on the Property prior to the date hereof.

GRANTOR DOES HEREBY QUITCLAIM AND CONVEY the same, together with all rights, easements, privileges and appurtenances thereto belonging or appertaining or held and enjoyed therewith, unto Grantee, forever.

This Quit Claim Deed shall operate to pass to Grantee any after-acquired title or interest of Grantor in the Property or any portion thereof, without further act.

Without limiting the foregoing, but subject to Grantor's right of first offer as set forth in Section 31 of the Purchase Agreement and repurchase option, as set forth in and subject to the terms and conditions of Section 5 of the Purchase Agreement, Grantor hereby quitclaims and releases any and all reversionary interests, rights of entry, possessory rights or claims relating to improvements constructed on the Property prior to the date hereof.

The conveyance set forth in this Quit Claim Deed is expressly declared to be in favor of Grantee and Grantee's successors and assigns.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officer on this the day and year first above written.

GRANTOR:

THE CITY OF MEMPHIS, TENNESSEE

Paul A. Young, Mayor

Approved as to Form:

Tannera Gibson, Chief Legal Officer/City Attorney

ATTEST

Kametris Wyatt, Comptroller

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Paul A. Young, Mayor of the City of Memphis, Tennessee, 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 Mayor of the City of Memphis, Tennessee, the within named grantor, one of the municipal corporations of the State of Tennessee, and that he as Mayor of the City of Memphis, Tennessee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Memphis, Tennessee by himself as such Mayor of said municipal corporation.

WITNESS my hand and seal at office on this the 2 day of ~~March~~ April, 2026.

Judy Milam
Notary Public

JUDY MILAM
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

My Commission Expires:

11-20-2029

MY COMMISSION EXPIRES 11-20-2029

[Signature Page to Quit Claim Deed]

4912-9886-5560
54281517.2

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF ~~SHELBY~~ Williamson

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer is $820,000.00.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 14th day of May, 2026.

Notary Public

My Commission Expires:
9/5/28

BETHANY SCHULTZEMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

(For Recording Data Only)

4912-9886-5560
54281517.2

EXHIBIT "A"
TO
QUIT CLAIM DEED
FROM
THE CITY OF MEMPHIS, TENNESSEE
TO
CTC PROPERTY LLC

DESCRIPTION OF PROPERTY

LAND SITUATED IN THE 6TH COUNCIL DISTRICT OF THE CITY OF MEMPHIS, SHELBY COUNTY, TENNESSEE, BEING A PORTION OF THE LAND PREVIOUSLY CONVEYED TO THE CITY OF MEMPHIS, OF RECORD IN BOOK 3937, PAGE 205, IN THE REGISTER'S OFFICE FOR SHELBY COUNTY, TENNESSEE (R.O.S.C.,TN), SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PLANT ROAD AND RIVERPORT ROAD, SAID POINT HAVING A GROUND SCALED TENNESSEE STATE PLANE COORDINATE VALUE OF N:293504.09, E:730556.04, THENCE SOUTH 88 DEGREES 28 MINUTES 08 SECONDS WEST, A DISTANCE OF 3972 FEET TO A 1/2" IRON REBAR FOUND ALONG THE WESTERLY MARGIN OF PAUL R. LOWRY ROAD, SAID REBAR HAVING A GROUND SCALED TENNESSEE STATE PLANE COORDINATE VALUE OF N:293397.96, E:726585.46 AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND;

THENCE WITH SAID MARGIN AND ALONG A CURVE TURNING TO THE LEFT, WITH A RADIUS OF 1442.00 FEET, A CHORD BEARING OF SOUTH 29 DEGREES 20 MINUTES 41 SECONDS WEST, A CHORD DISTANCE OF 493.23 FEET, FOR AN ARC DISTANCE OF 495.66 FEET TO AN UNCAPPED AND BENT 1/2" REBAR FOUND ALONG SAID MARGIN;

THENCE LEAVING SAID MARGIN AND WITH THE LINE OF THE ECONOMIC DEVELOPMENT GROWTH ENGINE OF MEMPHIS AND SHELBY COUNTY TENNESSEE, OF RECORD IN INSTRUMENT NUMBER 1503186I , R.O.S.C.,TN, NORTH 82 DEGREES 05 MINUTES 44 SECONDS WEST, A DISTANCE OF 965.53 FEET TO A 1/2" CAPPED IRON REBAR SET WITH A GRESHAM SMITH CAP;

THENCE LEAVING SAID LINE AND ALONG A NEW PARTITION FOR THE REMAINING CALLS, NORTH 07 DEGREES 5I MINUTES 48 SECONDS EAST, A DISTANCE OF 595.83 FEET TO A ½" CAPPED IRON REBAR SET WITH A GRESHAM SMITH CAP;

THENCE SOUTH 82 DEGREES 08 MINUTES 12 SECONDS EAST, A DISTANCE OF 649.53 FEET TO A 1/2" CAPPED IRON REBAR SET WITH A GRESHAM SMITH ALONG AN EASEMENT LINE CALLED FOR INSTRUMENT NUMBER U26159, R.O.S.C.,TN;

THENCE ALONG SAID EASEMENT LINE, SOUTH 07 DEGREES 55 MINUTES 44 SECONDS WEST, A DISTANCE OF 141.52 FEET TO A ½" CAPPED IRON REBAR SET WITH A GRESHAM SMITH CAP;

THENCE CONTINUING WITH SAID EASEMENT, SOUTH 82 DEGREES 35 MINUTES 39 SECONDS EAST, A DISTANCE OF 496.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND, CONTAINING 565,615.69 SQUARE FEET OR 12.98 ACRES OF LAND.

THIS DESCRIPTION WAS PREPARED BY CHRISTOPHER LYLE GOETZ, TENNESSEE REGISTERED LAND SURVEYOR NUMBER 2660 ON JANUARY 24, 2025 UNDER GRESHAM SMITH PROJECT NUMBER 49272.00.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MEMPHIS, A MUNICIPAL CORPORATION IN THE COUNTY OF SHELBY, STATE OF TENNESSEE AND COUNTY OF SHELBY, ONE OF THE COUNTIES OF THE STATE OF TENNESSEE BY WARRANTY DEED FROM JOSEPH C. GALLINA AND WIFE, FRANCES FACELLI GALINA AND JOHN GALLINA AND WIFE, AGATHA MENAI GALLINA OF RECORD IN BOOK 3937, PAGE 205, REGISTER'S OFFICE FOR SHELBY COUNTY, TENNESSEE, DATED DECEMBER 27, 1957 AND RECORDED ON DECEMBER 27, 1957.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MEMPHIS, A MUNICIPAL CORPORATION, BY SPECIAL WARRANTY DEED FROM SHELBY COUNTY, TENNESSEE OF RECORD IN INSTRUMENT NUMBER H4 3568, REGISTER'S OFFICE FOR SHELBY COUNTY, TENNESSEE, DATED NOVEMBER 2, 1972 AND RECORDED ON DECEMBER 4, 1972.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MEMPHIS, A MUNICIPAL CORPORATION, BY SPECIAL WARRANTY DEED FROM CITY OF MEMPHIS, A MUNICIPAL CORPORATION, SHELBY COUNTY, TENNESSEE, ONE OF THE COUNTIES OF THE STATE OF TENNESSEE, AND MEMPHIS AND SHELBY COUNTY PORT COMMISSION, AN ORGANIZATION CREATED BY CHAPTERS 500 AND 529 OF THE PRIVATE ACTS OF TENNESSEE FOR 1947, AS AMENDED OF RECORD IN INSTRUMENT NUMBER S3 7519, REGISTER'S OFFICE FOR SHELBY COUNTY, TENNESSEE, DATED APRIL 1, 1981 AND RECORDED ON APRIL 2, 1981.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MEMPHIS, A MUNICIPAL CORPORATION BY QUITCLAIM DEED FROM THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION, AN ORGANIZATION CREATED BY CHAPTERS 500 AND 529 OF THE PRIVATE ACTS OF TENNESSEE OF 1947, AS AMENDED, THE CITY OF MEMPHIS, A MUNICIPAL CORPORATION, AND THE COUNTY OF SHELBY, ONE OF THE COUNTIES OF THE STATE OF TENNESSEE OF RECORD IN INSTRUMENT NO. 03180949, REGISTER'S OFFICE FOR SHELBY COUNTY, TENNESSEE, DATED AUGUST 18, 2003 AND RECORDED ON SEPTEMBER 11, 2011.

Tennessee Certification of Electronic Document

I, Sky Brooks, do hereby make oath that I am a licensed attorney and/or 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 14, 2026 (date of document).

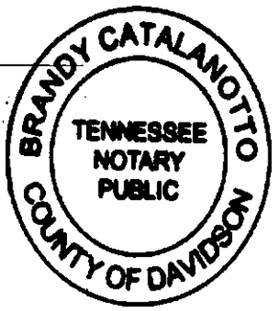
Affiant Signature

May 14, 2026
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 14th day of May 2026.

Notary's Signature

My Commission Expires: 11/8/27