BILL GARRETT, Davidson County
Trans:T20140052315 DEEDWARRSP
Recvd: 07/21/14 10:45 5 pgs
Fees:28.00 Taxes:30710.00

20140721-0064453

**THIS INSTRUMENT PREPARED BY:**
**Tune, Entrekin & White, P.C. (TCS)**
**UBS Tower, Suite 1700**
**315 Deaderick St**
**Nashville, TN 37238**

STATE OF Georgia }
COUNTY OF Fulton }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 8,300,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF July, 2014.

NOTARY PUBLIC

My Commission expires: March 11, 2017

OFFICIAL SEAL
RUTH R MANNS
Notary Public, Georgia
FULTON COUNTY
My Commission Expires
MARCH 11, 2017

| NAME & ADDRESS OF PROPERTY OWNER: | SEND TAX BILLS TO: | MAP & PARCEL NUMBERS: |
|---|---|---|
| 565 Royal Pkwy LLC | SAME | 108-2.00 |
| (NAME) | (NAME) | |
| 2060 Mount Paran Rd, Suite 101 | | 147-107 |
| (ADDRESS) | (ADDRESS) | |
| Atlanta, GA 30327 | | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

# Special Warranty Deed

For and in Consideration of the sum of $10.00 cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned HarperCollins Christian Publishing, Inc. formerly Thomas Nelson, Inc., a Tennessee corporation, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey to 565 Royal Pkwy LLC, a Georgia limited liability company, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land, situated in Davidson County, Tennessee, described on Exhibit A, which is attached hereto and incorporated herein by reference (referred to as the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject only to the matters described on Exhibit B, attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

This is property located at 565 and 580 Royal Parkway, Nashville, Tennessee.

To Have and to Hold the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever. The Grantor covenants with said Grantee, Grantee's successors and assigns, that the Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, except for the Permitted Encumbrances. The Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor but not further or otherwise. Wherever

used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN THE GRANTOR AND GRANTEE DATED APRIL 30, 2014 AS AMENDED (THE "AGREEMENT") OR IN ANY DOCUMENTS TO BE DELIVERED BY GRANTOR AT CLOSING PURSUANT TO THE AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "AS IS, WHERE IS" AND WITH ANY AND ALL FAULTS AND LATENT AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR. GRANTOR HAS NOT MADE AND DOES NOT MAKE AND HEREBY SPECIFICALLY DISCLAIMS (EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY DOCUMENTS TO BE DELIVERED BY GRANTOR AT CLOSING PURSUANT TO SECTION 6 OF THE AGREEMENT) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS CONDITION (INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), ITS COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, ITS ENVIRONMENTAL CONDITION, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, AND GRANTOR HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACCEPTING DELIVERY OF THIS DEED WITHOUT RELYING UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY GRANTOR OR ANY REPRESENTATIVE OF GRANTOR OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF GRANTOR WITH RESPECT TO THE PROPERTY, BUT RATHER IS RELYING UPON ITS OWN EXAMINATION AND INSPECTION OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE GRANTEE OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN PURCHASING THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS, AGREEMENTS AND ACKNOWLEDGMENTS CONTAINED HEREIN, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES REGARDING (A) THE TRUTH OR ACCURACY OF ANY ENVIRONMENTAL SITE ASSESSMENT; OR (B) THE QUALIFICATIONS OR EXPERTISE OF THE RESPECTIVE PARTIES CONDUCTING THE ENVIRONMENTAL SITE ASSESSMENT.

GRANTEE AGREES THAT GRANTEE SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH, AND AGREES TO WAIVE, RELEASE, INDEMNIFY AND HOLD GRANTOR AND GRANTOR'S AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND STOCKHOLDERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND OBLIGATIONS OF WHATSOEVER KIND OR NATURE, DIRECT OR INDIRECT, AND WHETHER CONTINGENT, CONDITIONAL OR OTHERWISE, THAT ARE KNOWN OR UNKNOWN, ARISING UNDER, PURSUANT TO, FROM OR BY REASON OF OR IN CONNECTION WITH ANY AND ALL FEDERAL, STATE AND LOCAL LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS, PERMITS OR STANDARDS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO ENVIRONMENTAL PROTECTION; HAZARDOUS OR SOLID WASTES OR HAZARDOUS SUBSTANCES (INCLUDING, BUT NOT LIMITED TO, PETROLEUM, PETROLEUM PRODUCTS AND PETROLEUM WASTES; ASBESTOS CONTAINING MATERIALS AND WASTES;

POLYCHLORINATED BIPHENYL WASTES, PETROLEUM PRODUCTS, CONSTITUENTS AND DERIVATIVES; ASBESTOS; POLYCHLORINATED BIPHENYLS; ORGANIC SOLVENTS; AND METALS) OR ANY SUBSTANCES NOW OR IN THE FUTURE SUBJECT TO REGULATION AT, ON OR ABOUT THE PROPERTY. THE INDEMNIFICATION AND HOLD HARMLESS OF GRANTOR BY GRANTEE SET FORTH HEREIN IS INTENDED AND DOES INCLUDE ANY CLAIM OR DAMAGE WHICH IS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF GRANTOR OR GRANTOR'S AGENT AND/OR EMPLOYEES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

Witness our/my hand(s) this 10 day of July, 2014.

HarperCollins Christian Publishing, Inc., formerly
Thomas Nelson, Inc.

By: _____
Name:Troy Edens
Its:SVP and CFO

STATE OF MI }
COUNTY OF Kent }

Before me, Fikreta Jakupovic, a Notary Public in and for the County and State aforesaid, personally appeared Troy Edens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be SVP and CFO of HARPERCOLLINS CHRISTIAN PUBLISHING, INC., a Tennessee corporation, formerly THOMAS NELSON, INC. the within named grantor, and that he as such SVP and CFO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as SVP and CFO.

Witness my hand and official seal at office this 10 day of July, 2014.

My Commission expires:

_____ _____
Notary Public

FIKRETA JAKUPOVIC
Notary Public - Michigan
Kent County
My Commission Expires May 4, 2015
Acting in the County of _____

FIKRETA JAKUPOVIC NOTARY PUBLIC STATE OF MICHIGAN

# EXHIBIT A

TRACT I:
Land in Davidson County, Tennessee, being Parcel A on the Plan of Revision of Plat, Lot No. 1, Royal Park Business Center of record in Instrument No. 20040812-0097516, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Thomas Nelson, Inc. by deed from Royal Park Investments, L.P., a Tennessee limited partnership of record as Book 8627, page 389, in the Register's Office for Davidson County, Tennessee, dated May 12, 1992.

TRACT 2:

Land in Davidson County, Tennessee, being Lot Nos. 1 on the Plat of Resubdivision of Thomas Nelson Development, of record as Instrument No. 201402060010660, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Royal Publishers, by deed from Residential Investments, Inc., a Tennessee corporation, of record in Book 4329, page 321, Register's Office for Davidson County, Tennessee. The said Royal Publishers having changed its name to Thomas Nelson, Inc., by Amendment to its corporate charter, of record in Book 4648, page 236, said Register's Office; and being parts of the same property conveyed to Thomas Nelson, Inc., by deed from Alf Adams, Jr., et al, Trustees of the Presbytery of Middle Tennessee, of record in Book 4684, page 679, said Register's Office; and by deed from Miller G. Kimbrough, Jr., Trustee, of record in Book 4736, page 108, said Register's Office, and Book 4926, page 616, said Register's Office; and being the same property conveyed to Thomas Nelson, Inc., by deed from Wiggins Associates, a partnership, of record in Book 5159, page 78, said Register's Office.

INCLUDED in the above description but specifically EXCLUDED therefrom is the following described tract of land conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, by Warranty Deed of record in Book 9816, page 657, said Register's Office.

Right-Of-Way

Beginning at a point on the existing northerly right-of-way margin of Royal Parkway, said point being the existing southeasterly corner of the aforementioned Thomas Nelson, Inc., property; thence along the existing northerly right-of-way boundary N 89 Deg. 07' 52" W, 305.63 feet to a point; thence a curve to the right, the chord bearing which is N 75 Deg. 58' 47" W, a radius of 1094.17 feet, an included angle of 27 Deg. 54' 08", and a length of 532.84 feet to a point on the west property line of the aforementioned property; thence along the said property line N 08 Deg. 44' 05" E, 3.46 feet to a point on the new northerly right-of-way margin of Royal Parkway; thence along the said right-of-way margin, an arc to the left, a radius of 1007.50 feet, an included angle of 24 Deg. 27' 08", and a length of 429.97 feet to a point; thence along a line S 88 Deg. 08' 09" E, 403.48 feet to a point on the east property line of the aforementioned property; thence along the said property line S 00 Deg. 35' 40"W, 18.86 feet to the point of beginning, containing 0.3245 acres, more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes for 2014 and subsequent years, a lien, but not yet due and payable.

2. Reciprocal Easement Agreement of record in Book 8555, page 427, Register's Office for Davidson County, Tennessee, as amended by Addendum to Reciprocal Easement Agreement of record in Book 8706, page 66, in said Register's Office. AS TO TRACT 2

3. Agreement of record in Book 4871, page 43, Register's Office for Davidson County, Tennessee. AS TO TRACT 2

4. Agreement to Locate Common Boundary of record in Book 8578, page 971, Register's Office for Davidson County, Tennessee. AS TO TRACT 2

5. Agreement for Dedication of Easement for Storm Sewers and/or Sanitary Sewers of record in Book 5328, page 600, Register's Office for Davidson County, Tennessee AS TO TRACT 2

6. Agreement for Dedication of Easement for Storm Sewers and/or Sanitary Sewers of record in Book 5328, page 608, Register's Office for Davidson County, Tennessee AS TO TRACT 2

Subject to all matters shown on Plan of record as Instrument No. 20140206-0010660, Register's Office for Davidson County, Tennessee. AS TO TRACT 2

7. Subject to all matters shown on the Plan of record as Instrument No. 20040812-0097516, Register's Office of Davidson County, Tennessee. AS TO TRACT 1

8. Terms, provisions, convenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of Royal Park Business Center of record in Book 9734, page 922, Register's Office for Davidson County, Tennesssee, but omitting any convenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national orgin unless and only to the extent that the covenants, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons. AS TO TRACT 1

9. Agreement for Dedication of Easement for Storm Sewers and/or Sanitary Sewer of record in Book 5328, page 612, in the Register's Office for Davidson County, Tennessee. AS TO TRACT 1