This instrument prepared by:
Sims|Funk PLC
Attn: R. Mark Donnell, Jr.
3322 West End Avenue, Suite 200
Nashville, TN 37203

Karen Johnson Davidson County
Batch# 899885 DEEDWARRSP
08/08/2022 08:36:30 AM 8 pgs
Fees: $42.00 Taxes: $0.00
20220808-0089612

SPECIAL WARRANTY DEED

Address of New Owner:	Send Tax Bills To:	Map & Parcel Nos.:
BCPAG AMBEST Holdings, LLC 215 Ward Circle Brentwood, Tennessee 37027	Same	012D C 00700 000 – Williamson County 15900020900 – Davidson County

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **101 Winners Circle Associates, L.P.**, a Tennessee limited partnership ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto **BCPAG AMBEST Holdings, LLC**, a Tennessee limited liability company ("Grantee"), that certain real estate located (i) in Williamson County at 101 Winners Circle N, Brentwood, Tennessee 37027 and (ii) located in Davidson County at 0 Old Hickory Boulevard, Brentwood, Tennessee 37027 described in Exhibit A attached hereto.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its successors, heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth in Exhibit B attached hereto.

We further covenant and bind ourselves, our successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors, heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but no others.

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

[Signature and acknowledgement on following page(s).]

Witness our hand as of the 1st day of August, 2022, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers as of said day and date.

GRANTOR:

101 WINNERS CIRCLE ASSOCIATES, L.P.

BY: 101 WINNERS CIRCLE, LLC, ITS GENERAL PARTNER

By: _____
Name: Floyd Shechter
Its: Managing Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd Shechter, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged he is the Managing Member of 101 Winners Circle, LLC, a Tennessee limited liability company, the General Partner of the within named bargainor, and that he, acting in such capacity, and authorized so to do, executed the foregoing instrument in behalf of said limited partnership for the purposes therein contained.

Witness my hand and official seal, at office in Nashville, TN, this 1st day of August, 2022.

_____
Notary Public

My Commission Expires: 3/3/2025

C. M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2025

02559761

202208080089612

Taxes paid in Book 9072, Page 326. Register's Office for Williamson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $13,800,000.00.

Affiant

Subscribed and sworn to before me this the 1st day of August, 2022

Notary Public

My commission expires: 3/3/2025

C. M. CORRIVEAU
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2025

02559761

202208080089612

EXHIBIT A

Property Description

Being a parcel of land partially in Nashville, Second Civil District, Davidson County, Tennessee, and partially in the City of Brentwood, Fifteenth Civil District, Williamson County, Tennessee, located at the northerly terminus of Winners Circle, being Lot No. 13, as shown on the plan of Section 7, Maryland Farms, as of record in Plat Book 8, page 39, Register's Office for Williamson County, Tennessee; and Surveyor's Certificate of Correction in Book 421, page 120; and Surveyor's Certificate of Revision in Book 712, page 586, said Register's Office; and Book 5800, page 90, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin on the southerly right-of-way line of Old Hickory Boulevard, said iron pin being westerly 1,838.62 feet from the westerly right-of-way line of Westpark Drive;

Thence leaving said right-of-way line with the westerly line of Lot No. 14 as shown on said plan of Section 7, Maryland Farms, S14°05'47"W 557.51 feet to an iron pin in the northerly terminus of Winners Circle:

Thence with said terminus and the northerly line of Lot No. 29 as shown on the plan of Section 21, Maryland Farms, as of record in Plat Book 9, page 61, Register's Office for Williamson County, Tennessee, N86°17'00"W 334.00 feet to a point in a drain;

Thence with said drain the following calls:

N12°11'42"E 215.27 feet to an iron pin;

N16°14'33"E 59.00 feet to an iron pin;

N41°55'26"E 46.80 feet to an iron pin;

S82°56'48"E 14.20 feet to an iron pin;

N17°42'53"E 144.70 feet to an iron pin;

N02°31'06"E 40.80 feet to an iron pin;

S9°24'28"E 51.38 feet (as revised by Surveyor's Certificate of Revision, Book 712, page 586, Register's Office for Williams County, Tennessee) to an iron pin in the southerly right-of-way line of Old Hickory Boulevard.

Thence, with said right-of-way line S88°08'32"E 324.48 feet to the point of beginning.

Containing 174,480 square feet or 4.00 acres more or less.

Together with an exclusive easement for the benefit of such parcel for ingress and egress along the western line of Tract 1 as shown on survey of Ragan, Smith, Murphy & Associates, dated June 14, 1982, and described as follows:

Beginning at an iron pin located at the southeast corner of the above-described tract; thence, South 86 deg. 17' 00" East 25 feet to a point; thence, North 14 deg. 05' 47" East 557.51 feet; thence, North 88 deg. 08' 32" West 25 feet to a point in the eastern boundary of Tract 2; thence, along said boundary South 14 deg. 05' 47" West 557.51 feet to the point of beginning, all forming a generally rectangular parcel 25 feet wide and 557.5 feet long.

And:

Together with an appurtenant permanent non-exclusive easement for the purpose of using, maintaining, repairing and replacing the existing underground electric lines, transformer, manhole and corrugated metal pipe located on Lot 14 and servicing Lot 13, as described in Utility Easement of record in Book 4977, page 384, Register's Office for Williamson County, Tennessee; and as recorded in Instrument No. 20091222-0116532, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to 101 Winners Circle Associate, L.P., a Tennessee limited partnership by Special Warranty Deed from J. Bryan Echols, Trustee under that certain amended and restated trust agreement effective as of November 27, 1996, with Highwoods/Tennessee Holdings, L.P., as beneficiary, dated December 22, 2009, recorded December 23, 2009, of record in Book 4977, page 393, Register's Office for Williamson County, Tennessee; and as recorded in Instrument No. 20091222-0116533, Register's Office for Davidson County, Tennessee.

See also Quitclaim Deed of record in Book 4977, page 399, Register's Office for Williamson County, Tennessee; and of record in Instrument No. 20091222-0116534, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. Real Property Taxes for the year 2022 and all subsequent years, liens not yet due and payable.

2. All matters appearing on the Final Plat, Section 7, Maryland Farms, of record in Plat Book 8, page 39; as corrected and revised in Book 421, page 120; and Book 712, page 586, Register's Office for Williamson County, Tennessee.

3. All matters appearing on the Final Plat, Section 7, Maryland Farms, of record in Book 5800, page 90, Register's Office for Davidson County, Tennessee.

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants, Conditions, Liens, Easements and Restrictions of record in Book 635, page 680, Register's Office's for Williamson County, Tennessee, as being further recorded in Book 7079, page 61, Register's Office for Davidson County, Tennessee; as supplemented and amended in Book 1354, page 658, Register's Office for Williamson County, Tennessee, as being further recorded in Book 9896, page 386, Register's Office for Davidson County, Tennessee; Book 1461, page 116, Register's Office for Williamson County, Tennessee; Book 1465, page 451, Register's Office for Williamson County, Tennessee; Book 1692, page 564, Register's Office for Williamson County, Tennessee, as being further recorded in Book 11020, page 16, Register's Office for Davidson County, Tennessee; Book 1723, page 236, Register's Office for Williamson County, Tennessee; and in Book 1723, page 239, Register's Office for Williamson County, Tennessee.

5. Limitations contained in the Warranty Deed of record in Book 508, page 402, Register's Office for Williamson County, Tennessee, and in Book 6455, page 468, Register's Office of Davidson County, Tennessee.

6. Utility Easement of record in Book 4977, page 384, Register's Office for Williamson County, Tennessee.

7. Utility Easement of record in Instrument No. 20091222-0116532, Register's Office for Davidson County, Tennessee.

8. Office Lease between Highwoods/Tennessee Holdings, L.P. as Landlord and EMI Christian Music Group, Inc. as Tenant, dated October 9, 2003, as amended by the First Amendment to Lease Agreement dated December 31, 2008, the Second Amendment to Office Lease Agreement between 101 Winners Circle Associates L.P. as Landlord and EMI Christian Music Group, Inc. as Tenant dated January 1, 2012, the Third Amendment to Office Lease Agreement between 101 Winners Circle Associates L.P. as Landlord and Capitol Christian Music Group, Inc. as Tenant dated November 1, 2016, the Fourth Amendment to Office Lease Agreement between 101 Winners Circle Associates L.P. as Landlord and Capitol CMG, Inc. as Tenant dated May 3, 2021, and the Fifth Amendment to Office Lease Agreement between 101 Winners Circle Associates L.P. as Landlord and Capitol CMG, Inc. as Tenant dated June 29, 2022.

9. Sublease between EMI Christian Music Group, Inc. as Sublandlord and Spring Hill Music Group, Inc. as Subtenant dated as of December, 2007, as amended by the First Amendment to Sublease Agreement between EMI Christian Music Group, Inc. as Sublandlord and Spring Hill

Music Group, Inc. as Subtenant dated November 20, 2009, Second Amendment to Sublease Agreement between EMI Christian Music Group, Inc. as Sublandlord and Spring Hill Music Group, Inc. as Subtenant dated May 10, 2012, Third Amendment to Sublease Agreement between EMI Christian Music Group, Inc. as Sublandlord and Spring Hill Music Group, Inc. as Subtenant dated December 1, 2012, Fourth Amendment to Sublease Agreement between Capitol Christian Music Group, Inc. as Sublandlord and Spring Hill Music Group, Inc. as Subtenant dated April 25, 2017, Fifth Amendment to Sublease Agreement between Capitol Christian Music Group, Inc. as Sublandlord and Gaither Music Group, LLC as Subtenant dated June 5, 2019, and the Sixth Amendment to Sublease Agreement between Capitol CMG, Inc. as Sublandlord and Gaither Music Group, LLC as Subtenant dated January 4, 2021.

10. Office Lease between 101 Winners Circle Associates, LP as Landlord and One Trusted Advisor, LLC as Tenant dated August 25, 2021

11. All matters shown on the ALTA / NSPS Land Title Survey by Ted J. Stevenson, II, Tenn. RLS No. 2136, with Ragan-Smith Associates, Inc., dated May 11, 2022, designated as Job No. 22-0129.

12. 4886-3452-3692, v. 1

- **The text of a certification of an electronic document must be in the following form.**

I, Kirsten Virden, **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 electric document is a true and exact copy of the original document executed and authenticated according to law on 08/01/2022 **(date of document).**

Kirsten Virden

Affiant Signature

Date: 08/01/2022

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 1 **day of** August, 2022.

Rachel Marie Collins

Notary Signature

MY COMMISSION EXPIRES: 3.6.2024

Notary's Seal (if on paper)

RACHEL MARIE COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF CHEATHAM