THIS INSTRUMENT WAS PREPARED BY:

Van P. East, III
Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, TN 37203

Karen Johnson Davidson County
Batch# 1470399 DEEDWARRSP
09/09/2026 09:09:30 AM 9 pgs
Fees: $48.00 Taxes: $4,625.00
20260909-0083405

Address of New Owner:	Send Tax Bills To:	Parcel Identification No.:
10 Music Circle Property Owner Partners c/o ERG NASH 10 Music Circle Holdings, LLC 500 W. 5th Street, Suite 700 Austin, Texas 78701	10 Music Circle Property Owner Partners c/o ERG NASH 10 Music Circle Holdings, LLC 500 W. 5th Street, Suite 700 Austin, Texas 78701	093 13 0 065.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, d/b/a Nashville Electric Service ("**Grantor**"), has this day bargained and sold, and by these presents does transfer and convey unto 10 Music Circle Property Owner Partners, a Delaware general partnership ("**Grantee**"), its successors and assigns, certain real estate situated in Davidson County, Tennessee and more particularly described on Exhibit A to this Special Warranty Deed, which is appended hereto and incorporated herein by reference (the "**Property**").

The Property is unimproved property located at 18 Music Circle East, Nashville, Tennessee 37203.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, that Grantor has a good and lawful right to convey the Property and that the Property is unencumbered except as herein set forth to the contrary. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that this conveyance and all covenants and

warranties contained herein are subject to the matters set forth on Exhibit B to this Special Warranty Deed, which is appended hereto and incorporated herein by reference.

Except as otherwise expressly provided in this Special Warranty Deed or any other written agreement executed by Grantor, by acceptance of this Special Warranty Deed, Grantee acknowledges and agrees that, except for the special warranty of title herein contained and as specifically set forth in that certain Purchase and Sale Agreement dated effective as of June 8, 2026, as amended, between Grantor (as Seller) and Grantee (as Buyer via assignment from Oak Point Capital Partners, LLC, a Tennessee limited liability company): (i) Grantor has not made, is not making and specifically disclaims and negates any warranties, representations, guarantees or assurances (express or implied) regarding the Property or any rights, interests, easements and hereditaments appurtenant thereto; (ii) Grantee is purchasing the Property "As-Is, Where-Is" with all faults and all latent or patent defects; and (iii) Grantee, on behalf of itself and its successors and assigns, shall be deemed to have waived, released and discharged Grantor from all claims that Grantee or its successors or assigns has or may have against Grantor relating to the Property, whether known or unknown, existing or arising in the future, including, but not limited to, claims for contribution or indemnity under any environmental laws.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the 8th day of September, 2026.

GRANTOR:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, D/B/A NASHVILLE ELECTRIC SERVICE

ATTEST:

Trish Holliday, Assistant Secretary

By: _____
Teresa Broyles-Aplin, President & CEO

Approved as to Form and Legality:

By: _____
Laura Smith, CLO & General Counsel

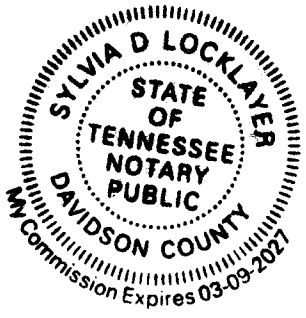
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, Sylvia D. Locklayer, a Notary Public with authority to act in the State and County aforesaid, Teresa Broyles-Aplin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the President and CEO 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 2nd day of September, 2026.

Sylvia D. Locklayer
Notary Public

My Commission Expires: 3. 9. 2027



STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00).

Stacey Palmer
AFFIANT

SUBSCRIBED and sworn to before me, this 8th day of September, 2026.

Dongelia D
Notary Public

My Commission Expires: 1/22/2029

DONGELIA DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 326 in McNairy's Plan of West Nashville, as of record in Minute Book "C", pages 136 and 137, of the Chancery Court at Nashville, Tennessee.

Said Lot No. 326 fronts 50 feet on the southerly side of Music Circle East, formerly Laurel Street, formerly Locust Street, and runs back 116 feet, more or less, on the westerly line and 153 feet, more or less, on the easterly line to the northerly margin of Division Street, on which it measures 61.5 feet, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXCLUDED THEREFROM are the following three (3) parcels:

Parcel No. 1:

Land in Davidson County, Tennessee, being a part of Lot No. 326 in McNairy's Plan of West Nashville, as of record in Minute Book "C", pages 136 and 137, of the Chancery Court at Nashville, Tennessee, described as follows:

BEGINNING at a point, said point being 39.1 feet from the northwest intersection of Alley 233 and Division Street; thence along the northerly margin of Division Street in a westerly direction a distance of 61.6 feet; thence along the western margin of said parcel in a northwesterly direction a distance of 12.3 feet; thence along a line parallel to Division Street in an easterly direction a distance of 61.6 feet to the eastern margin of said parcel; thence along the eastern margin of said parcel in a southeasterly direction a distance of 12.3 feet to the point of beginning and containing 616 square feet.

Parcel No. 2:

Land in Davidson County, Tennessee, being a part of Lot No. 326 in McNairy's Plan of West Nashville, as of record in Minute Book "C", pages 136 and 137, of the Chancery Court at Nashville, Tennessee, described as follows:

BEGINNING at a point in the existing southerly right-of-way line of Music Circle East, formerly Laurel Street, said point being South 62° 36' West 401.63 feet along said right-of-way line from a highway monument on the westerly right-of-way of Interstate 40; thence along said southerly right-of-way line South 62° 36' West 50.00 feet to a point; thence South 27° 18' East 10.50 feet to a point; thence North 62° 36' East 50.00 feet to a point; thence North 27° 18' West 10.50 feet to the point of beginning and containing 525.00 square feet.

Parcel No. 3:

Land in Davidson County, Tennessee, being a part of Lot No. 326 in McNairy's Plan of West Nashville, as of record in Minute Book "C", pages 136 and 137, of the Chancery Court at Nashville, Tennessee, described as follows:

Being a strip 1.5' in width along the westerly boundary of Lot No. 326 of McNairy's Plan of West Nashville, of record in Minute Book "C", pages 136 and 137, Chancery Court for Davidson

County, being more particularly described as follows:

Beginning at an iron pin on the north margin of Division Street at the southwest corner of the said Lot No. 326, thence running North 27° 18' West 93.53 feet to a point on the south right-of-way of Music Circle East, formerly Laurel Street; thence North 62° 36' East 1.50 feet to a point; thence South 27° 18' East 94.60 feet to a point on the north right-of-way of Division Street; thence along the north right-of-way of Division Street North 81° 49' West 1.84 feet to the point of beginning; containing 141 square feet more or less.

The foregoing legal descriptions are the same as in prior deeds of record.

Being a portion of the property conveyed to the City of Nashville, acting by and through the Electric Power Board of said City (now The Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, d/b/a Nashville Electric Service), by deed from A. Houston Williams and wife, Bobby Alma Williams dated June 22, 1960, of record at Book 3097, Page 457, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. Liens for real property taxes and assessments for all periods following the date of this Special Warranty Deed, which are assumed by Grantee.
2. All matters shown on McNairy's Plan of West Nashville, as of record in Minute Book "C", pages 136 and 137, of the Chancery Court at Nashville, Tennessee.
3. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by the ALTA/NSPS Land Title Survey of the Property dated July 31, 2026, last revised August 12, 2026, designated Project No. 26-06-0108 and made by Jesus J. Lajara, Tennessee Registered Land Surveyor Registration No. 2733, of Commercial Due Diligence Services, 3550 W. Robinson Street, Third Floor, Norman, Oklahoma 73072:
    (a) Rights of utility as evidenced by utility lines, guy anchors and poles near the northwestern portion of the Property; and
    (b) Encroachment of asphalt pavement from adjoining parcel to the west over western boundary line of the Property.

Tennessee Certification of Electronic Document

I, Deanann Thompson, 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 09/08/2026 (date of document).

Affiant Signature

09/08/2026
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 8th day of September, 2026.

Notary's Signature

MY COMMISSION EXPIRES: 11/5/29

NOTARY'S SEAL

