Davidson County DEEDTRS
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Fees:43.00 Taxes:29137.50
20090609-0053577

This Instrument Prepared By:
J. Timothy Street, Attorney at Law
Suite 103, 236 Public Square
Franklin, Tennessee 37064

Name and Address New Owner(s):	Send Tax Bills To:	Map & Parcel Numbers:
Brentwood Partners SAI, LLC 760 Old Hickory Boulevard Brentwood, Tennessee 37027	Same as Owner	Map & Parcel 160-00-0-210.00

SUCCESSOR TRUSTEE'S DEED

WHEREAS, a default occurred under the terms and conditions provided for in a Deed of Trust dated August 30, 2007, executed by Arte' Hotels, LLC to Andrew M. Hawkins, Trustee, of record at Instrument No. 20070904-0105670, Register's Office for Davidson County, Tennessee (the "Deed of Trust"); and

WHEREAS, the Deed of Trust covers real property located in Davidson County, Tennessee, known as 760 Old Hickory Boulevard, Brentwood, Tennessee, and described with greater particularity in Exhibit A. attached and incorporated by reference (hereinafter the "Real Property").

WHEREAS, J. Timothy Street has been appointed as Successor Trustee (the "Successor Trustee") pursuant to instrument of record at Instrument No. 20090306-0020331, Register's Office for Davidson County, Tennessee.

WHEREAS, Tennessee Commerce Bank, a Tennessee banking corporation is the owner and holder of the indebtedness secured by said Deed of Trust, and as such has authorized the above-referenced Successor Trustee to act in accordance with the powers given the Trustee in the Deed of Trust to foreclose on the Real Property; and

WHEREAS, the United States Bankrupcty Court for the Middle District of Tennessee, in the case styled " In Re: Arte' Hotels, LLC under Case No. 08-08743 by Orders entered April 22, 2009 and May 5, 2009 granted Tennessee Commerce Bank relief from the automatic stay; and

WHEREAS, Tennessee Commerce Bank directed the Successor Trustee to combine the sale of the Real Property with the sale of any all Personal Property covered by and described in a Security Agreement executed by Arte' Hotels, LLC in favor of Tennessee Commerce Bank as additional security for payment of the indebtedness described in and secured by said Deed of Trust; and

WHEREAS, J. Timothy Street, Successor Trustee, caused the Real Property to be advertised in accordance with the provisions of said Deed of Trust, advertising that said Real Property would be sold at 10:00 A.M. (Central Standard Time) on Friday, May 29, 2009, at the Sommett Center f/k/a Gaylord Entertainment Center exterior entrance to the Office of the Davidson County Register of Deeds, said entrance being located at 501 Broadway, Nashville, Davidson County, Tennessee, to be auctioned off and sold to the highest, best and last bidder for cash, subject to any and all matters shown on applicable recorded plat or plan, any unpaid taxes which exist as a lien against said property, including without limitation, city and county property taxes, any restrictive covenants, easements or setback lines that may be applicable, any statutory rights of redemption of any governmental agency, state or federal, and any prior liens, encumbrances or other matters that may exist against the property, and subject to any matter that an accurate survey of the premises might disclose, and sold **"As Is, Where Is"** concerning the condition of the Real Property; and

WHEREAS, the Successor Trustee personally appeared and offered the Real Property for sale at public outcry and the highest, best and last bid received was the sum

of Nine Million and No/100 Dollars ($9,000,000.00) from Matrix Hospitality Group, Inc. and said Real Property was auctioned off and sold to the Matrix Hospitality Group, Inc. for said amount; and

WHEREAS, by Assignment of Interest dated June 8, 2009, Matrix Hospitality Group, Inc. did assign it's interest in the contract executed by Matrix Hospitality Group, Inc. dated May 29, 2009 as the highest and best bidder and purchase of the subject real property to Brentwood Partners SAI, LLC (hereinafter "Grantee").

NOW, THEREFORE, in consideration of the premises, the sum of Nine Million and 00/100 Dollars ($9,000,000.00) cash in hand paid by Grantee, and for other valuable consideration, the receipt and sufficiency of which were acknowledged, J. Timothy Street, Successor Trustee, has this day bargained and sold and, by these presents, does transfer and convey the Real Property, as described above and in Exhibit A, to Brentwood Partners SAI, LLC, the Grantee, its successors, and assigns.

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

The Successor Trustee conveys said Real Property subject to any and all matters shown on applicable recorded plat or plan, any unpaid taxes which exist as a lien against said property, including without limitation, city and county property taxes, any restrictive covenants, easements or setback lines that may be applicable, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights or redemption of any governmental agency, state or federal, and any prior liens, encumbrances or other matters that may exist against the property, and subject to any matter than an accurate survey of the premises might disclose, and sold "As Is, Where Is" concerning the condition of the Real Property. It is the intention of the Successor Trustee to convey to Grantee no greater title in the subject Real Property than he received as Trustee.

Witness my hand this 9th day of June, 2009.

J. Timothy Street, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public of this County, J. Timothy Street, Successor Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of June, 2009.

NOTARY PUBLIC

Thomas N. Jones
State of Tennessee Notary Public
County of Williamson

My Commission Expires: 7-31-11

AFFIDAVIT

State of Tennessee

County of Williamson

Thomas Mack Chief Manager for Brentwood Partners SAI, L.L.C., being Duly sworn deposes and says:

1. That he is the Chief Manager of Brentwood Partners SAI, L.L.C., the Grantee in that Deed executed by J. Timothy Street, Substitute Trustee to Brentwood Partners SAI, L.L.C;

2. That the sale by auction of the property described in the above mentioned Deed was made without a value being assigned to either the Real or Personal Property:

3. That according to the best estimates the Real Property described in the above mentioned Deed is valued at $7,875,000 and, the Personal Property described in said Deed is valued at $1,125,000.00.

Further the affiant saith not.

Thomas Mack, Chief Manager
Brentwood Partners SAI, L.L.C.

Subscribed and sworn to before me on this 9th day of June, 2009.

Michelle W. Locke
Notary

My commission expires on 11/30/09.

MICHELLE W. LOCKE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A – LEGAL DESCRIPTION

Being a parcel of land in Nashville First Civil District, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of Old Hickory Boulevard and Brentwood Commons Way, being Lot No. 2, as shown on the revised plan of Brentwood Commons, as recorded in Plat Book 6900, Page 328, Register's Office for Davidson County, Tennessee and as amended by Plat Book 7604, Page 644, said Register's Office, being more particularly described as follows:

Beginning at an concrete monument in the northerly margin of Old Hickory Boulevard, said monument being North 85° 58' West, 479.20 feet from the center line of Brentwood Commons Way; thence leaving said margin with the easterly line of Property conveyed to Nashville Lodge No. 72 by deed of record in Book 4498, Page 118, Register's Office for Davidson County, Tennessee, North 03° 54' 34" East, 365.00 feet to an iron pin; thence leaving said line North 48° 54' 34" East, 222.49 feet to an iron pin in the westerly margin of Brentwood Commons Way; thence, with said margin of the following calls: with a curve to the left 37.60 feet to an iron pin, said curve having a central angle of 07° 50' 04", a radius of 275.00 feet, a tangent of 18.83 feet and a chord of South 52° 02' 55" East, 37.57 feet; South 55° 57' 57" East, 88.72 feet to an iron pin; with a curve to the right 376.99 feet to an iron pin, said curve having a central angle of 60° 00' 00", a radius of 360.00 feet, a tangent of 207.85 feet and a chord of South 25° 57' 57" East, 360.00 feet; South 04° 02' 03" West, 115.57 feet to an iron pin; with a curve to the right 47.12 feet to an iron pin in the northerly margin of Old Hickory Boulevard, said curve having a central angle of 90° 00' 00", a radius of 30.00 feet, a tangent of 30.00 feet and a chord of South 49° 02' 03" West, 42.43 feet; thence with said northerly margin North 85° 57' 57" West, 414.20 feet to the point of beginning.

Tract Two (Access Easement):

Being an easement of record in Book 7263, Page 323, in the Register's Office for Davidson County in Nashville, Tennessee, First Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located on the northerly side of Old Hickory Boulevard (State Route 254) (a publicly dedicated right-of-way) East of Interstate 65 and Franklin Pike Circle, being shown as Brentwood Commons Way on the revised plan of Brentwood Commons of record in Book 6900, Page 328, Register's Office for Davidson County, Tennessee, as amended in Book 7604, Page 644, said Register's Office, and being more particularly described as follows:

Beginning at a point in the northerly margin of Old Hickory Boulevard, said point being the West End radius return located in the southeast corner of Lot No. 2 at the northwest intersection of said Old Hickory Boulevard and Brentwood Commons Way and further described as being South 85° 57' 57" East, 414.20 feet from a concrete monument, the southeast corner of the property conveyed to Nashville Lodge No. 72, of record in Book 4498, page 118, Register's Office for Davidson County, Tennessee; thence, leaving said margin of Old Hickory Boulevard with the common line between Brentwood Commons Way and Lot No. 2, with a curve to the left 47.12 feet to an iron pin, said curve having a

central angle of 90° 00' 00", a radius of 30.00 feet, a tangent distance of 30.00 feet and a chord of North 49° 02' 03" East, 42.43 feet to an iron pin; thence, North 04° 02' 03" East, 115.57 feet to an iron pin; thence, with a curve to the left 376.99 feet to an iron pin, said curve having a central angel of 60° 00' 00", a radius of 360.00 feet, a tangent distance of 207.85 feet and a chord of North 25° 57' 57" West, 360.00 feet; thence, North 55° 57' 57" West, 88.72 feet to an iron pin; thence, with a curve to the right 37.60 feet to the northeast corner to said Lot No. 2, the terminus of the herein described easement, said curve having a central angle of 07° 50' 04", a radius of 275.00 feet, a tangent distance of 18.83 feet and a chord of North 52° 02' 55" West, 37.57 feet; thence, leaving said Lot No. 2 with the terminus of the herein described easement (Brentwood Commons Way) North 48° 54' 34" East, 60.59 feet to the easterly line of said easement; thence, with a curve to the left 21.97 feet to an iron pin, said curve having a central angel of 05° 51' 00", a radius of 215.00 feet, a tangent of 11.00 feet and a chord of South 53° 02' 00" East, 21.95 feet; thence, South 55° 57' 57" East, 88.72 feet to an iron pin; thence, with an offset North 34° 02' 00" East, 10.00 feet to the westernmost corner of Lot No. 1 shown on said referenced plat; thence, with the common line between Brentwood Commons Way and said Lot No. 1, with a curve to the right 450.30 feet to an iron pin, said curve having a central angle of 60° 00' 00", a radius of 430.00 feet, a tangent distance of 248.26 feet and a chord of South 25° 57' 57" East, 430.00 feet; thence, South 04° 02' 03" West, 115.57 feet to an iron pin; thence, with a curve to the left 47.12 feet to the northerly margin of Old Hickory Boulevard, said curve having a central angle of 90° 00' 00", a radius of 30.00 feet, a tangent distance of 30.00 feet, and a chord of South 49° 57' 57" East, 42.43 feet; thence, with said margin North 85° 57' 57" West, 130.00 feet to the point of beginning.

Tract Three (Drainage and Water Line Easements):

Appurtenants drainage easements and water line easement established in Easement Agreement of record in Book 8167, page 251, Register's Office for Davidson County, Tennessee, together with appurtenant easement for drainage across Parcels 1 and 3 of Revised Brentwood Commons of record in Plat Book 6900, page 328, said Register's Office, within drainage easements shown on said plat to detention pond on Parcel 3 of said plat.

Being the same property conveyed to Arte Hotels, LLC, a Delaware limited liability company, by Special Warranty Deed from HHP-Brentwood, LLC, a Delaware limited liability company, of record in Instrument No. 20070831-0105310, Register's Office for Davidson County, Tennessee. And being the same property conveyed to Tennessee Commerce Bank by Deed of Trust from Arte Hotels, LLC of record in Instrument No. 20070904-0105670, Register's Office for Davidson County, Tennessee.

I, Thomas N. Jones, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

THOMAS N. JONES

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Leigh Anne Sailors, a notary public for this county and state, Thomas N. Jones, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

NOTARY PUBLIC

My Commission Expires: 08/28/2010

