BILL GARRETT, Davidson County
Trans:T20130085319 DEEDTRS
Recvd: 10/02/13 15:23 10 pgs
Fees:53.00 Taxes:20350.00
20131002-0103661

THIS INSTRUMENT PREPARED BY:
Adams and Reese LLP (CWC)
424 Church Street, Suite 2700
Nashville, TN 37219

ADDRESS NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL
Orange Murfreesboro, LLC 4675 MacArthur Court, Suite 1550 Newport Beach, CA 92660	Same	164-41

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 20th day of September, 2013, by **CHARLES W. COOK, SUCCESSOR TRUSTEE** ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated April 21, 2007, of record as Instrument No. 20070430-0050867, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, of record as Instrument No. 20080328-0031351, said Register's Office, as further amended by Second Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, of record as Instrument No. 20100524-0039881, said Register's Office, as assigned by Assignment of Real Estate Deed of Trust, of record as Instrument No. 20121024-0097564, said Register's Office, and as assigned by Assignment of Loan Documents, dated August 20, 2013 (collectively, the "Deed of Trust"), **VASTLAND STARWOOD DEVELOPMENT, LLC,** a Tennessee limited liability company (herein sometimes "Debtor"), conveyed to **ANDREW M. HAWKINS, TRUSTEE**, for the benefit of **ORANGE MURFREESBORO HOLDINGS, LLC**, a Tennessee limited liability company ("Lender"), the Property (as hereinafter defined), to secure payment to Lender of a certain indebtedness described in the Deed of Trust and as evidenced by that certain Promissory Note (the "Note") in the original sum of Five Million Two Hundred Sixty-Five Thousand and No/100 Dollars ($5,265,000.00) (the "Indebtedness"); and

WHEREAS, default was made in the payment of the indebtedness described in the Deed of Trust and Note, and following such default Lender accelerated the Indebtedness and appointed Charles W. Cook as Successor Trustee in instrument of record as Instrument No. 20130625-0065404, said Register's Office, and further directed said Successor Trustee to advertise and sell the Property conveyed by said Deed of Trust in compliance with the provisions thereof; and

WHEREAS, as of September 20, 2013, at 8:00 a.m., there were no federal tax liens of record against the Debtor in the Register's Office for Davidson County, Tennessee; and

WHEREAS, a State Tax Lien has been filed by the Tennessee Department of Revenue against the Property in the Register's Office for Davidson County, Tennessee at Instrument No. 20120529-0045863. Notice of the sale has been given to the State of Tennessee pursuant to TCA §67-1-1433(b)(1) and a copy is attached hereto as Exhibit A. The response of the State of

Tennessee is attached hereto as Exhibit B. The Property is subject to the right of the State of Tennessee to redeem pursuant to TCA §67-1-1433(c)(1).

WHEREAS, said Successor Trustee caused notice to be published in The *Nashville Scene*, a newspaper published in Davidson County, Tennessee, that the Property would be sold at 10:00 am on Friday, September 20, 2013 at the Davidson County Courthouse door where foreclosure sales are customarily held, 1 Public Square, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on August 29, September 5 and September 12, 2013; and

WHEREAS, said Successor Trustee further sent a copy of the Foreclosure Notice to Vastland Starwood Development, LLC, and following the appearance of the Foreclosure Notice in said newspaper, the defaults under the Deed of Trust and Note were not cured; and

WHEREAS, Charles W. Cook, Successor Trustee, at the time, place and date announced in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to **ORANGE MURFREESBORO HOLDINGS, LLC**, a Tennessee limited liability company, at the price of Five Million Four Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($5,499,999.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Charles W. Cook, Successor Trustee as aforesaid, in consideration of the compliance with the terms of said bid to me in hand paid, and other consideration, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **ORANGE MURFREESBORO HOLDINGS, LLC**, a Tennessee limited liability company, its successors and/or assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate which has been advertised and sold as hereinabove recited, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, lying in the southwest quadrant of the intersection of Murfreesboro Road and Hobson Pike being more particularly described as follows:
>
> BEGINNING at an iron pin in the south margin of Murfreesboro Road at the southeast corner of herein described tract;
>
> THENCE, leaving said margin with the west line of Dimples of record in Instrument No. 200505130054550, R.O.D.C. the following calls:
>
> S45°09'01"W, 265.38 feet to an iron pin,
> S42°13'20"E, 88.00 feet to an iron pin,
> S18°04'13"W, 283.59 feet to an iron pin;
>
> THENCE, with Bagoli Subdivision of record in Plat Book 8250, page 763, R.O.D.C., S15°36'28"W, 249.39 feet to an iron pin in the north line of Layton Adkins of record in Book 10459, page 32, R.O.D.C.;

THENCE, with said Adkins, N73°26'36"W, 159.67 feet to an iron pin;

THENCE, with said Adkins and David Mason of record in Book 4509, page 278, R.O.D.C., S18°50'51"W, 414.59 feet to an iron pin in the west line of Luther Marie Vaughn of record in Book 11180, page 657, R.O.D.C.;

THENCE, continuing with said Vaughn, S12°03'33"W, 106.54 feet to an iron pin;

THENCE, with Vaughn, S58°23'47"E, 186.55 feet to an iron pin;

THENCE, with the west line of Kathryn Buffington of record in Instrument No. 200602220020910, R.O.D.C., and Remedios Trail of record in Instrument No. 200604210046044, R.O.D.C., S12°29'45"W, 340.07 feet to an iron pin;

THENCE, with the north line of Randall Yeargin of record in Book 9248, page 568, R.O.D.C., being Lot No. 2 of Clifton Acres of record in Plat Book 5050, page 84, R.O.D.C., the following calls:

N77°10'14"W, 71.59 feet to an iron pin,
N25°51'40"W, 54.43 feet to a point,
N71°24'20"W, 98.62 feet to a point,
N67°11'05"W, 278.89 feet to a point,
N17°43'29"E, 40.00 feet to a point,
N58°36'38"W, 72.53 feet to a point at the northeast corner of Billy Spalding of record in Book 5281, page 746, R.O.D.C., being Lot No.1 of said Clifton Acres;

THENCE, with said Spalding, N58°36'38"W, 402.58 feet to an iron pin;

THENCE, with the north line of William Yeargin of record in Book 5014, page 290, R.O.D.C., N53°47'20"W, 151.53 feet to a point;

THENCE, N47°35'55"W, 139.10 feet to an iron pin;

THENCE, with the north line of William Hawkins, Trustee of Record in Instrument No. 200208230102015, R.O.D.C., N46°29'00"W, 90.98 feet to an iron pin;

THENCE, N82°24'22"W, 469.63 feet to an iron pin in the east margin of Hobson Pike;

THENCE, with said Hobson Pike the following calls:

N11°05'41"E, 280.50 feet to an iron pin,
N16°46'55"E, 100.50 feet to an iron pin,
N11°02'23"E, 441.02 feet to a right-of-way monument,

With a curve concave to the east having a central angle of 07°59'53", a radius of 1085.92 feet and a chord of N14°51'37"E, 151.46 feet for an arc length of 151.59 feet to a right-of-way monument,
N27°17'43"E, 93.69 feet to a right-of-way monument,
N28°23'54"E, 140.84 feet to an iron pin,
N21°09'45"E, 96.82 feet to a right-of-way monument,
N38°02'55"E, 46.27 feet to a right-of-way monument;

THENCE, leaving said margin, with the south line of Starwood Ampitheater Operating Company of record in Instrument No. 200302070017629, R.O.D.C., S80°51'32"E, 494.55 feet to an iron pin;

THENCE, N61°31'47"E, 685.86 feet to an iron pin in the south margin of Murfreesboro Road;

THENCE, with said margin the following calls:

S39°36'40"E, 231.31 feet to an iron pin,
S50°46'06"E, 101.83 feet to an iron pin,
S42°15'11"E, 601.89 feet to the point of beginning.

Containing 2,845,324 square feet or 65.32 Acres, more or less.

Being the same property conveyed to Vastland Starwood Development, LLC, a Tennessee limited liability company, by Limited Warranty Deed, of record as Instrument No. 20070430-0050866, Register's Office for Davidson County, Tennessee.

TOGETHER WITH:

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from any sale of any of the foregoing as may be permitted by the Deed of Trust (collectively the "Improvements"), whether such interest exists in fee simple, or otherwise, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under Debtor and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed of Trust; and

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor (collectively, the "Appurtenant Rights"); and

(c) All leases, rents, issues, profits, revenues, judgments, awards of damages, settlements, accounts receivable, and general intangibles of the Debtor now existing or hereafter accruing from or relating to the Premises (including, without limitation, all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to them to collect the same so long as no Event of Default (as herein defined) exists hereunder or such collection is not otherwise restricted by the Deed of Trust; and

(d) All licenses, permits, general intangibles, accounts, trade names, trademarks, contract rights and other intangible property now owned or hereafter acquired, relating to the Land or any business now or hereafter conducted thereat by Debtor from time to time (it being agreed that Debtor shall have no right to utilize any of them, whether or not transferable, at any location other than the Land); and

(e) Proceeds and products of all of the foregoing real and personal property.

(all of the foregoing shall be referred to herein as the "Property" or the "Premises").

Together with all of Debtor's present and future right, title and interest and claim to the Property.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Said property is conveyed subject to such encumbrances, easements, restrictions, liens, taxes, mortgages and other matters of record or otherwise as may affect the same.

[Remainder of page intentionally left blank]

WITNESS the signature of the Successor Trustee on this the day and date first above written.

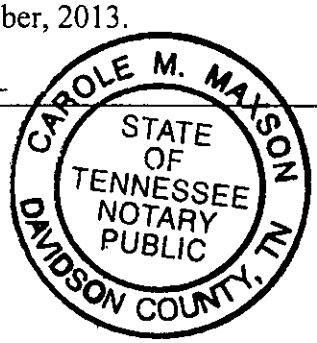
CHARLES W. COOK, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared CHARLES W. COOK, 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 Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office, this 20th day of September, 2013.

Notary Public



My Commission Expires:
6-21-16

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $5,499,999.00.

Affiant

Sworn to and subscribed before me this
20th day of September, 2013.

Notary Public

My Commission Expires:
6-21-16

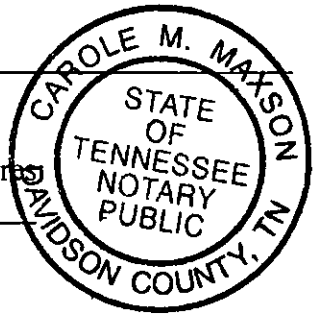


EXHIBIT A

Notice to the State of Tennessee

ADAMS AND REESE LLP

Attorneys at Law
Alabama
Florida
Louisiana
Mississippi
Tennessee
Texas
Washington, DC

Charles W. Cook III
Direct: 615.259.1456
E-Fax: 615.687.1497
charlie.cook@arlaw.com

August 22, 2013

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Tennessee Department of Revenue
Attn: Wilbur Hooks
Tax Enforcement Division
Andrew Jackson State Office Building
500 Deaderick Street, 4th Floor
Nashville, TN 37242

RE: Vastland Starwood Development LLC – Notice of State Tax Lien
Davidson County Register of Deeds: 20120529-0045863

Dear Mr. Hooks:

We represent Orange Murfreesboro Holdings, LLC, a Tennessee limited liability company, and are writing to advise you that, upon instructions from our client, we will commence foreclosure proceedings immediately on the property described in Exhibit B attached hereto.

The State of Tennessee has already been notified of the sale of this property by the previous holder of the loan by letter dated July 22, 2013, which receipt and compliance were acknowledged by letter to this firm dated July 24, 2013. Copies of both letters (without enclosures) are enclosed herewith. The note and related loan documents were assigned to Orange Murfreesboro Holdings, LLC on August 20, 2013, and the sale was conducted by the Substitute Trustee on August 21, 2013, but was adjourned without execution of the Substitute Trustee's Deed.

1. **NAME AND ADDRESS OF PERSON SUBMITTING NOTICE:**

Charles W. Cook, Successor Trustee
Adams and Reese LLP
424 Church Street, Suite 2700
Nashville, TN 37219

2. **NOTICE OF TAX LIEN:** A copy of the tax lien of record as Instrument No. 20120529-0045863, Davidson County Register's Office, containing the name and address of the taxpayer and the date and place the notice of lien was filed, is attached hereto as Exhibit A.

3. **DESCRIPTION AND LOCATION OF PROPERTY:** The real property and improvements ("Real Property") subject to foreclosure is listed in the property description attached hereto as Exhibit B. The property is further described as Map/Parcel No. 16400004100. Copies of the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated April 21, 2007, of record as Instrument No. 20070430-0050867, Register's Office for Davidson County, Tennessee, First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, of record as Instrument No. 20080328-0031351, said Register's Office, Second Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, of record as Instrument No. 20100524-0039881, said Register's Office, Assignment of Real Estate Deed of Trust, of record as Instrument No. 20121024-0097564, said Register's Office, Appointment of Successor Trustee, of record as Instrument No. 20130625-0065404, said Register's Office, and Assignment of Loan Documents, dated August 20, 2013, are attached to this letter as collective Exhibit C.

Also being foreclosed is Vastland Starwood Development LLC's interest in personal property pursuant to UCC-1 Financing Statement No. 212-029132, as assigned by UCC-3 Assignments, File Nos. 112-232442 and 420319618, Tennessee Secretary of State, copies of which are attached hereto as collective Exhibit D.

4. **SALE DATE, TIME, PLACE AND TERMS:** The Property will be sold by public sale at 10:00 a.m. on the 20th day of September, 2013, at the door of the Davidson County Courthouse where foreclosure sales are customarily held, 1 Public Square, Nashville, Davidson County, Tennessee, to the highest bidder for cash. A copy of the Notice of Foreclosure is attached to this letter as Exhibit E.

5. **DESCRIPTION OF DEBT AND SALE EXPENSES:** As of August 21, 2013, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest, fees, appraisal and environmental is $7,120,785.22. The per diem rate of interest for every day after today's date is $479.91. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately $5,750.00.

Please acknowledge the enclosed copy of this notice and return in the self-addressed, stamped envelope enclosed for your convenience.

If you require any additional information with respect to this matter, please advise.

Sincerely,

Charles W. Cook, III

CWC:cmm
Enclosures

Receipt acknowledged this _____ day
of _____, 2013.

By:_____

Its:_____

30986802.1/021719-3

EXHIBIT B

Response of the State of Tennessee

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

August 27, 2013

Charles W. Cook, III
Adams and Reese LLP
424 Church Street, Suite 2700
Nashville, TN 37219

Re: Foreclosure Sale of Property Owned by: **Vastland Starwood Development LLC**
Entity Number: **005 0544454/000**

This is in reference to your letter dated August 22, 2013 concerning the reschedule of the foreclosure sale from August 21, 2013 to September 20, 2013 .

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. Box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **September 20, 2013** is **$46,602.12**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Lori S. Fernandez, Account Technician I, Lien Desk 1
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*

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