Davidson County DEEDWARRSP
Recvd: 12/10/15 15:56 6 pgs
Fees:33.00 Taxes:59200.00
20151210-0124583

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
TAC Lower Broadway, LLC c/o The Ardent Companies 2100 Powers Ferry Road, Suite 300 Atlanta, Georgia 30339	Map & Parcel No. 09306211100	TAC Lower Broadway, LLC c/o The Ardent Companies 2100 Powers Ferry Road, Suite 300 Atlanta, Georgia 30339
This instrument prepared by: Michael B. Noble, Esq., Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, THE LIN FAMILY LIMITED PARTNERSHIP, a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to TAC LOWER BROADWAY, LLC, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, the real property described on Schedule 1, which is attached hereto and incorporated herein by reference (the "Property"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on Schedule 2, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property commonly known as (i) 208, 210 and 212 Broadway, Nashville, Tennessee, and (ii) 102 Third Avenue North, Nashville, Tennessee.

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

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, which is greater, for this transfer is $16,000,000.00.

Affiant

ANN E. DEVOE-SUL STATE TENNESSEE NOTARY PUBLIC WILSON COUNTY My Commission Expires SEPT 25 2018

Subscribed and sworn to before me this 9TH day of December, 2015.

Notary Public

My Commission Expires: 9/25/2018

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 9TH day of December, 2015.

GRANTOR:

THE LIN FAMILY LIMITED PARTNERSHIP

By: _____
Yu-Ling Amber Lin, its General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Yu-Ling Amber Lin, 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 General Partner of The Lin Family Limited Partnership, a Tennessee limited partnership, the within named bargainor, and that he as such General Partner, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of said limited partnership by herself as its General Partner.

Witness my hand seal at office this 9TH day of December, 2015.

ANN E. DEVOE-SUL
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires SEPT. 25, 2018

_____
Notary Public

My Commission Expires: 9/25/2018

SCHEDULE 1

DESCRIPTION OF THE PROPERTY

LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

TRACT NO. 1

BEGINNING ON THE EASTERLY MARGIN OF THIRD AVENUE, NORTH, FORMERLY COLLEGE STREET, AT A POINT 50 FEET 6 INCHES, MORE OR LESS, NORTH OF THE NORTHERLY MARGIN OF BROAD STREET; THENCE WITH THE EASTERLY MARGIN OF SAID AVENUE, NORTHWARDLY 69 FEET 6 INCHES, MORE OR LESS, TO A POINT 30 FEET 6 INCHES, MORE OR LESS, SOUTH OF THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO THE PENN MUTUAL LIFE INSURANCE COMPANY BY DEED FROM FYKE FARMER, TRUSTEE, OF RECORD IN BOOK 909, PAGE 139, SAID REGISTER'S OFFICE; THENCE EASTWARDLY 105 FEET 2 INCHES, MORE OR LESS, TO THE WESTERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY, SOUTHWARDLY 69 FEET 6 INCHES, MORE OR LESS, TO A POINT 50 FEET 6 INCHES, MORE OR LESS, NORTH OF THE NORTHERLY MARGIN OF BROAD STREET, THENCE WESTWARDLY 105 FEET 2 INCHES, MORE OR LESS, TO THE BEGINNING.

TRACT NO. 2

BEGINNING AT A POINT ON THE NORTHERLY MARGIN OF BROADWAY (FORMERLY BROAD STREET), 50-½ FEET EASTERLY FROM THE NORTHEAST CORNER OF BROADWAY AND 3RD AVENUE, NORTH (FORMERLY COLLEGE STREET), SAID POINT BEING THE SOUTHEAST CORNER OF THAT PART OF LOT NO. 30 CONVEYED TO MISS MARY LOUISE BAXTER; THENCE WITH BAXTER'S EASTERN BOUNDARY LINE, NORTHWESTERLY 50-½ FEET TO THE SOUTHERLY BOUNDARY LINE OF THAT PART OF LOT NO. 30 CONVEYED TO BUFORD L. WRIGHT AS OF RECORD IN BOOK 1628, PAGE 449; THENCE WITH THE SOUTHERLY BOUNDARY LINE OF WRIGHT'S PROPERTY, EASTWARDLY 25 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THAT PART OF LOT NO. 30 CONVEYED TO LINNIE M. CLIFT, AS OF RECORD IN BOOK 1284, PAGE 67; THENCE WITH THE WESTERLY BOUNDARY LINE OF CLIFT, SOUTHWESTERLY 50½ FEET TO A POINT ON THE NORTHERLY MARGIN OF BROADWAY; THENCE WITH SAID MARGIN WESTWARDLY 25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT NO. 3

BEING THAT PART OF LOT NO. 30 ON THE ORIGINAL PLAN OF NASHVILLE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BROAD STREET AND 3RD AVENUE, NORTH, FORMERLY COLLEGE STREET, RUNNING THENCE EASTERLY ALONG THE NORTHERLY MARGIN OF BROAD STREET 50 FEET AND 6 INCHES, THENCE NORTHERLY AND PARALLEL WITH 3RD AVENUE NORTH, 50 FEET AND 6 INCHES; THENCE WESTERLY AND PARALLEL WITH BROAD STREET 50 FEET AND 6 INCHES TO THE EASTERLY LINE OF 3RD AVENUE NORTH, THENCE ALONG SAID EASTERLY LINE OF 3RD AVENUE, NORTH, SOUTHERLY 50 FEET AND 6 INCHES TO THE PLACE OF BEGINNING.

TRACT NO. 4

BEING PART OF LOT 30 ON THE ORIGINAL PLAN OF THE TOWN OF NASHVILLE, SET OF RECORD, DESCRIBED ACCORDING TO A SURVEY MADE BY JAMES A. HAMILTON, JR., SURVEYOR, JANUARY 3, 1949, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BROADWAY, FORMERLY BROAD STREET, AND AN ALLEY BETWEEN 2ND AVENUE NORTH AND 3RD AVENUE NORTH; THENCE WITH THE NORTHERLY MARGIN OF BROADWAY, WESTWARDLY 25.75 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO JOSEPH H. THOMPSON BY DEED FROM MRS. JOSEPHINE T. HARDIN, OF RECORD IN BOOK 347, PAGE 195, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH THE EASTERLY LINE OF SAID THOMPSON PROPERTY, NORTHWARDLY 50.5 FEET; THENCE AT RIGHT ANGLES, EASTWARDLY 25.75 FEET TO THE WESTERLY MARGIN OF SAID ALLEY; THENCE WITH SAID ALLEY, SOUTHWARDLY 50.5 FEET TO THE BEGINNING.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY, BUT EXPRESSLY EXCLUDED THEREFROM, IS THE FOLLOWING DESCRIBED PROPERTY:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT 30 ON THE PLAN OF THE ORIGINAL TOWN OF NASHVILLE, NOT OF RECORD, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 12.2 FEET FROM THE SOUTH CORNER OF BROAD STREET AND A PUBLIC ALLEY; THENCE RUNNING WITH THE NORTHEASTERLY MARGIN OF SAID ALLEY NORTHWESTWARDLY 45.0 FEET TO A POINT; THENCE LEAVING SAID ALLEY EASTWARDLY 85.0 FEET TO A POINT 9.0 FEET FROM THE WESTERLY MARGIN OF SECOND AVENUE; THENCE RUNNING SOUTHEASTWARDLY 45.00 FEET TO A POINT; THENCE WESTWARDLY 85.0 FEET TO THE POINT OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO SCOTT SALES CO., INC. BY DEED FROM WENG-TEH LIN AND WIFE, KECO LIN OF RECORD IN BOOK 9198, PAGE 301, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO WENG-TEH LIN AND WIFE, KECO LIN, BY DEED FROM LIN ENTERPRISES, INC. OF RECORD IN BOOK 8635, PAGE 539; AS CORRECTED BY BOOK 10410, PAGE 761, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. FURTHER CONVEYED TO THE LIN FAMILY PARTNERSHIP BY DEED FROM WENG-TEH LIN AND WIFE, KECO LIN A/K/A CHIEN HUE-TZU, BY DEED OF RECORD IN BOOK 11274, PAGE 97; AS CORRECTED BY INSTRUMENT NO. 199912150303492, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
2. Restrictive Covenants for the Capital Mall Redevelopment Project of record in Book 7423, page 374, Book 8421, page 587, Book 9208, page 613; Ordinance No. 77-716; Ordinance No. 093-774; Ordinance No. 097-755, as also recorded in Book 10512, page 464; Ordinance No. 098-1187; Ordinance No. BL2002-1033, also recorded in Instrument No. 200206260076795; and Instrument No. 200501240008719, in the Register's Office for Davidson County, Tennessee.
3. Terms and provisions of that certain Lease by and between The Lin Family Partnership and Michael P. Duguay as evidenced by that certain Memorandum of Lease of record in Instrument No. 200211060136199, Register's Office for Davidson County, Tennessee.
4. The rights of tenants under unrecorded leases as tenants only.
5. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.
6. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by a survey prepared by James H. Rader, RLS No. 2702, Land Pro Surveying and Mapping, Project No. 20151023, dated October 23, 2015, last revised December 8, 2015, including, without limitation, the canopy extending beyond the southeasterly and southwesterly boundaries of Tract 3 of the Property.

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6/20/2017

Notary Seal:

