Davidson County	DEEDWARRSP
Recvd: 07/21/17 15:50	6 pgs
Fees:33.00 Taxes:5291.00	
20170721-0074185	

Property Address:
874 Murfreesboro Pike,
Nashville, Tennessee 37217

Address of New Owner:
Piccadilly Holdings LLC
c/o Falcon Holdings Management LLC
7 Village Circle, Suite 300
Westlake, Texas 76262

Mail tax bills to:
Same as above

This instrument prepared by:
John Decker
Holland & Knight LLP
1180 West Peachtree Street NW, Suite 1800
Atlanta, GA 30309

Return to:
_____
_____
_____
_____

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,430,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

PICCADILLY RESTAURANTS, LLC, a Delaware limited liability company
By: PICCADILLY INVESTMENTS, LLC
Its: Sole Member
By: ACM APPLETON, INC.
Its: Sole Member

By: _____
Name: Robert M. Flowers
Title: Authorized Signatory

State of New York
County of New York

Affiant

Subscribed and sworn to before me this 12th day of July, 2017

_____
Notary Public

My Commission expires: 27 May 2018

SARAH MARSH
Notary Public - State of New York
No. 01MA6304136
Qualified in New York County
My Commission Expires May 27, 2018

SPECIAL WARRANTY DEED

MST Tract
Reference: 106-00-0-074.00

THIS INDENTURE, made and entered into this 13 day of July, 2017, by and between PICCADILLY RESTAURANTS, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, party of the first part, and PICCADILLY HOLDINGS LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, party of the second part,

WITNESSETH: That for and in consideration of Ten and No/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, together with all improvements located thereon (collectively, the "Property"), situated and being in the City of Nashville, County of Davidson, State of Tennessee:

See Exhibit A attached hereto, being the same property conveyed to Piccadilly Restaurants, LLC, a Delaware limited liability company, by deed from Piccadilly Cafeterias, Inc., as shown of record at Instrument Number 20040429-0048846, Register's Office for Davidson County, Tennessee

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto and hereditaments thereunto belonging or in anywise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever, and the party of the first part does hereby bind itself and its successors

and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property unto the party of the second part and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under the party of the first part, but not otherwise.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the Property; that it has a good right to sell and convey the same; that the same is made and accepted subject to any and all liens, all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, restrictions, encroachments, obligations and liabilities, covenants and conditions of record, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property.

The Property is conveyed by party of the first part, and accepted by party of the second part, without any other warranties, express or implied, including, without limitation, warranties of title, condition, fitness for a particular use, or habitability. Party of the second part acknowledges that, in purchasing the Property, party of the second part is not relying on any representation, warranty or guaranty, express or implied, oral or written, past, present or future, of party of the first part, including, without any limitation, any representation, warranty or guaranty as to: (a) title to the Property, (b) the condition or state of repair of the Property, including, without limitation, any condition arising in substances (which includes all substances listed as such by applicable law, all pollutants or asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (c) the quality, nature, adequacy, and physical condition of the Property, including, without limitation, the structural elements, environmental issues, appurtenances, and access; (d) the quality, nature, adequacy and physical condition of soils and geology and the existence of ground water; (e) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (f) the development potential of the Property, its habitability, marketability, or the fitness, suitability or adequacy of the Property for any particular use; (g) the zoning or other legal status of the Property; or (h) the Property or its operations' compliance with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity. Party of the second part hereby acknowledges and declares reliance solely on party of the second part's own examination, inspection and evaluation of the Property, and not on any warranties or representation, whether express or implied or written or oral, from party of the first part. Party of the second part shall have absolutely no right or cause of action against party of the first part, whether in tort, contracts, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the conveyance of, or in any way related to or in connection with, the Property. Party of the second part hereby acknowledges that (i) the foregoing provision has been brought to the attention of party of the second part, (ii) the foregoing provision has been read and are understood by party of the second part, (iii) the agreement of party of the second part with and to the terms of this provision is an integral part of this conveyance, without which this conveyance would not have been entered into by party of the first part, and (iv) the consideration reflects, and takes into consideration, this provision.

This instrument has been prepared at party of the first part's request and no title opinion, title insurance or title assurances have been requested or are given in connection with the preparation of this instrument.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

(signatures on next page)

IN WITNESS WHEREOF, party of the first part and party of the second party have caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

PICCADILLY RESTAURANTS, LLC,
a Delaware limited liability company, as party of the first part

By: PICCADILLY INVESTMENTS, LLC
Its: Sole Member

By: ACM APPLETON, INC.
Its: Sole Member

By: _____
Name: **Robert M. Flowers**
Title: Authorized Signatory

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 12th day of July, 2017 by Robert Flowers as Authorized Signer for ACM Appleton, Inc., the sole member of Piccadilly Investments, LLC, the sole member of Piccadilly Restaurants, LLC. He/she/they is/are personally known to me or has/have produced driver's license identification.

_____
Notary Public

Type or Print Name of Officer Taking Acknowledgement
Notary Expiration 27 May 2018
Notary Seal

SARAH MARSH
Notary Public - State of New York
No. 01MA6304136
Qualified in New York County
My Commission Expires May 27, 2018

PICCADILLY HOLDINGS LLC,

a Delaware limited liability company, as party of the second part

By: Aslam Khan
Name: Aslam Khan
Title: manager

STATE OF Texas
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 11 day of July, 2017 by Aslam Khan as manager for Piccadilly Holdings. He/she/they is/are personally known to me or has/have produced Driver Liscense identification.

Vicki Blancett
Notary Public

Type or Print Name of Officer Taking Acknowledgement
Notary Expiration 02/13/2020
Notary Seal

VICKI BLANCETT
My Notary ID # 128882501
Expires February 13, 2020

EXHIBIT A

Davidson County, TN

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF NASHVILLE, COUNTY OF DAVIDSON, STATE OF TENNESSEE AND IS DESCRIBED AS FOLLOWS:

Land in the 1st civil District, 16th Councilmanic District of Davidson County, Tennessee, being Lot 1 as shown on the Final Plat of National Construction Company, Piccadilly Cafeterias, Inc., of record in Book 6900, Page 994, Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete and accurate description.

True Copy Certification

I, Stefanie Robertson, 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.

Stefanie Robertson
Signature

State of AZ

County of Maricopa

Personally appeared before me, [Marie Soja], a notary public for this county and state, [Stefanie Robertson] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Marie D Soja
Notary's Signature

My Commission Expires: 1-1-19
Notary' Seal (if on paper)

MARIE D. SOJA
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Jan. 1, 2019