Prepared by: Robert M. Baker
75 Spring St.
Atlanta, Ga. 30303

AMENDATORY QUITCLAIM DEED

STATE OF Georgia )
COUNTY OF Fulton )

BOOK 5643 PAGE 786

THIS INDENTURE, made this the 25 day of August, 1980, between the UNITED STATES OF AMERICA, acting by and through the Regional Director of the Southeast Region of the Heritage Conservation and Recreation Service, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Servies Act of 1949, approved June 30, 1949 (P.L. 81-152) as amended (40 U.S.C. 484) and regulations and orders promulgated thereunder, party of the first part, and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a body politic of the State of Tennessee, party of the second part.

WITNESSETH:

That the party of the first part, for and in consideration of the perpetual use and maintenance of the property herein described as and for an historic monument, and for no other purpose, all in accordance with Program of Preservation and Utilization dated February 10, 1977, a copy of which Program of Preservation and Utilization is on file in the Department of Interior, Heritage Conservation and Recreation Service, Washington, D.C. and in the Office of General Services Administration, Region 4, Atlanta, Georgia, doth by these presents remise, release and forever quitclaim unto said party of the second part that certain tract or parcel of land, together with improvements thereon, situtate, lying and being in the City of Nashville, County of Davidson, State of Tennessee, and more particularly described as follows, to-wit:

COMMENCE at the intersection of the west right-of-way line of 7th Avenue South and the south right-of-way line of Broadway being the point of beginning.

Thence S 57° W along the south right-of-way line of Broadway 330.0 feet more or less to a point in the east right-of-way line of 8th Avenue South.

Thence S 33° E along the east right-of-way line of 8th Avenue South 152.0 feet more or less to a point being the intersection of the east right-of-way line of 8th Avenue South and north right-of-way line of an unnamed public alley.

Thence N 57° E along the north right-of-way line of said unnamed public alley 330.0 feet more or less to a point being the intersection of the west right-of-way line of 7th Avenue South.

Thence N 33° W along the west right-of-way line of Seventh Avenue 152.0 feet more or less to the point of beginning.

Being in the City of Nashville, County of Davidson, Tennessee, and containing 1.10 acres more or less. Bearings are referenced to magnetic North.

SUBJECT, HOWEVER, to all existing easements for streets, roads, highways, railroads, pipelines and public utilities.

SUBJECT ALSO to the following conditions:

(1) All oil, gas and minerals shall be reserved unto the United States of America.

(2) The significant architectural features of the interior of the Building shall be preserved in accordance with the Preservation Plan submitted with the revised application dated February 10, 1977, by the Metropolitan Government of Nashville and Davidson County, Tennessee, and approved by the National Park Service, U.S. Department of Interior.

(3) The exterior architectural and structural integrity of the building shall be preserved, and any future maintenance, restoration, repairs or any actions affecting the exterior of the structure shall be accomplished in such manner as to be authentic historically and architecturally.

TO HAVE AND TO HOLD the said property, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or in equity, subject to the exceptions, reservations, restrictions, conditions and covenants herein expressed and set out, to the only proper use, benefit and behoof of the said party of the second part, forever.

This is an amendatory quitclaim deed, executed in accordance with Part 101-47.308-3(f) of Federal Property Management Regulations, for the purpose of amending paragraphs 1, 3, 4, 6, 7, and 8 of a quitclaim deed between the parties dated April 6, 1977, and recorded at pages 994 to 999 of Deed Book No. 5148 of the public records of the Register of Deeds of Davidson County, Tennessee.

IS AGREED AND UNDERSTOOD by and between the party of the first part and the party of the second part and the party of the second part by its acceptance of this Deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The property shall be forever used and maintained as and for an historical monument and for those purposes only in accordance with the application and approved program of preservation and utilization hereinbefore referred to. Said program of preservation and utilization may be amended from time to time at the request of either the grantee or the United States of America; provided however, written notice of any such proposed amendment, specifying the nature of the amendment, shall be given by the requesting party to the Private Developer and any mortgagee with respect to Private Developer's leasehold interest, their successors or assigns. Any such mortgagee shall notify the Secretary of the Interior in writing of its status as mortgagee with respect to Private Developer's leasehold interest. Such amendment shall be added to and become a part of the aforesaid approved program of preservation and utilization sixty (60) days after receipt of such notice and upon the written concurrence of the other party.

2. From the date of this conveyance, the party of the second part, its successors and assigns, shall file biennial reports with the Secretary of the Interior, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.

3. Other than as provided for in the approved "Program of Preservation and Utilization," the party of the second part will not sell, lease, assign or otherwise dispose of any of the premises above described, except to another local government agency that the Secretary of the Interior is satisfied can assure the continued use and maintenance of the proprty as and for an historic monument, provided, however, the foregoing provisions of this paragraph 3 are and shall be subject to the following:

(a) party of the second part has entered into a ground lease dated June 1, 1979, with Customs House Associates, a Tennessee limited partnership (together with its successors and assigns being hereafter referred to as the "Private Developer") as contemplated by the aforesaid Program of Preservation and Utilization;

(b) in order to finance preservation and renovation of the property, Private Developer has mortgaged its leasehold interest in the property, and may from time to time in the future be required to do so again;

(c) in the event of foreclosure of Private Developer's leasehold interest pursuant to any mortgage now or hereafter given with respect to the property, party of the first part and party of the second part agree that the leasehold interest may be sold at foreclosure to any person or entity, or any assignee of the mortgagee if the mortgagee buys the leasehold estate at foreclosure, which agrees to comply with the aforesaid Program of Preservation and Utilization.

4. The party of the first part shall have the right during the existence of any national emergency declared by the president of the United States of America, or the Congress thereof, to the full, unrestricted possession, control, and use of the property, or any part thereof, provided that such possession, control, and use shall be subject to the Ground Lease and all existing subleases of the property, or any part thereof, by the Private Developer, mortgagee, its successors or assigns, or any person or entity purchasing the leasehold estate at foreclosure or the assignee of the mortgagee if the mortgagee purchases at foreclosure, and provided further, that upon the possession, control, and use by the party of the first part of any unoccuupied portion of the property, or any portions of the property following the expiration or termination of any subleases thereof, the party of the first part shall pay to Private Developer rental at the then fair market rate for the portions of the property so used.

5. That, as part of the consideration for this Deed, the party of the second part covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the party of the second part, its successors and assigns, will comply with, all requirements imposed by or on pursuant to the regulations of the General Services Administration (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the party of the second part, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the party of the second part, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the party of the second part, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the party of the second part, its successors and assigns, by this covenant, and (b) furnish the original of such agreement to the Secretary of the Interior, or his successors, upon his request therefor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the party of the first part against the party of the second part, its successors and assigns.

6. In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of the said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, and (i) such breach is not cured within sixty days of receipt of written notice specifying the nature of such breach from party of the first part to party of the second part, Private Developer, and any mortgagee with respect to Private Developer's leasehold interest, their successors or assigns, or (ii) with respect to any breach which is not reasonably susceptible to being cured within such sixty day period, such breach is not cured within such longer period of time after delivery and receipt of such notice as may reasonably be necessary to cure such breach when the party responsible for such cure or the mortgagee, its successors or assigns, or any person or entity purchasing the leasehold estate at foreclosure or the assignee of the mortgagee if the mortgagee purchases at foreclosure, is acting with due diligence, then all right, title and interest in and to the said property shall revert to and become the property of the United States of America at its option, and it shall have the immediate right of entry upon said property without further notice, and the party of the second part, its successors and assigns, shall forfeit all right, title and interest in said property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging.

7. In the event of a breach of any condition or covenant herein imposed and the failure to cure such breach within the applicable period provided for in paragraph 6 hereof, the Secretary of Interior may immediately enter and possess himself of title to the herein conveyed property for and on behalf of the United States of America.

8. In the event of a breach of any condition or covenant herein imposed and the failure to cure such breach within the applicable period of time provided for in paragraph 6 hereof, the party of the second part will, upon demand by the Secretary of the Interior, take such action, including the prosecution of suit, or execute such instruments as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

9. PROVIDED, HOWEVER, that the failure of the Secretary of Interior to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance shall continue in full force and effect.

10. That at such time as the building situated on the above described property is demolished, any Document Box which should be located behind the cornerstone shall remain the property of the party of the first part and shall be delivered unopened to the National Archives and Records Service, Washington, D.C.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name and on its

behalf this the day and year first above written.

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

By W. Thomas Brown
for Robert M. Baker
Southeast Regional Director
Heritage Conservation and Recreation Service

WITNESSES:
Glenda P. Farmer
Klaudie Reams Jr

STATE OF Georgia )
)
COUNTY OF Fulton )

On this the 25th day of August, 1980, personnally appeared before me, the undersigned notary public, with whom I am personally acquainted, and who is known to me to be the person who executed the foregoing instrument in behalf of the UNITED STATES OF AMERICA, and who, being duly sworn, did say upon oath that he is the Regional Director, Southeast Region, Heritage Conservation and Recreation Service, and that said instrument was signed by him in behalf of the UNITED STATES OF AMERICA, for the purposes therein contained, by authority of law which authorizes the execution of said instrument without affixing the seal of the UNITED STATES OF AMERICA thereto, and acknowledged the said instrument to be the free act and deed fo the UNITED STATES OF AMERICA, and himself.

WITNESS my hand and official seal of office in Atlanta, Georgia, this the 25th day of August, 1980.

Beverly J. Seabrook
Notary Public

My Commission expires: Notary Public, Georgia, State at Large
My Commission Expires March 6, 1982

RUSH

IDENTIF. REFERENCE
C04898

AUG 28 2 56 PM '80
FELIX A. HALL JR. REGISTER
DAVIDSON COUNTY, TENN.