THIS INSTRUMENT PREPARED BY:

William F. Turner
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Commerce Center, Suite 1000
211 Commerce Street
Nashville, Tennessee 37201

Davidson County DEEDQC
Recvd: 04/29/05 15:35 4 pgs
Fees:22.00 Taxes:0.00
20050429-0048064

QUITCLAIM DEED

Address New Owner	Map-Parcel Number	Send Tax Bills To
The Kress Lofts, LLC Attn: Charles J. Ritzen 513 Third Avenue, South Nashville, TN 37210	Map 93-6-1 Parcel 30	Owner

WHEREAS, the Capital Mall Redevelopment Plan (the "Redevelopment Plan") has been adopted pursuant to Ordinance No. 77-716 as amended by Ordinance Nos. O82-845, O87-1695, O91-1567, O93-774, O97-755, O98-1187, BL2002-1033, BL 2004-424 and BL 20050124-0008719 of the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County (the "Metropolitan Ordinance"); and

WHEREAS, Grantor (as defined below) owns certain real property located within the geographic area of the Capital Mall Redevelopment Project, as described in the Redevelopment Plan (the "Redevelopment Area"), including, without limitation, the Property (as defined below); and

WHEREAS, in order to finance the acquisition and/or sale costs of the Property (as hereinafter defined), as authorized pursuant to the Metropolitan Ordinance and the provisions of Tenn. Code Ann. § 13-20-101, *et seq.* (the "Act"), Grantor has issued its Tax Increment Revenue Bond (Kress Lofts Project) dated April 28, 2005 in the amount of Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00) (the "TIF Bond"); and

WHEREAS, pursuant to the Redevelopment Plan and Sections 13-20-202, 13-20-204 and 13-20-209 of the Tenn. Code Ann., as amended to date, Grantor is authorized to sell the Property for development purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. § 13-20-101, *et seq.* ("Grantor"), by these presents hereby sells, assigns, and quitclaims to THE KRESS LOFTS, LLC, a Tennessee limited

liability company ("Grantee"), and Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain land located on Fifth Avenue, North, between Church Street and Union Street, in Nashville, Davidson County, Tennessee, as more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

By acceptance of this Quitclaim Deed, Grantee, for itself and its successors and assigns, covenants that, Grantee shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental of the Property, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, and until the TIF Bond has been repaid in full, Grantee shall not take or support any action or contest any assessment or imposition of property taxes on the Property which would interfere with the ability of Grantor to meet its obligations under the TIF Bond. Grantee hereby agrees not to contest or permit others to contest any prior assessment or imposition at or below the minimum amount required to enable Grantor to meet its tax increment obligations and shall not initiate or permit others to initiate any contest of any future assessment or imposition unless Grantee first obtains Grantor's consent in writing. Any request for approval by Grantor shall set forth the basis of any proposed contest and Grantee's proposed valuation of the Property.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property.

Grantor certifies that all conditions precedent to the valid execution and delivery of this Quitclaim Deed on its part have been complied with and that all things necessary to constitute this Quitclaim Deed as a valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quitclaim Deed on its part have been and are in all respects authorized in accordance with the Redevelopment Plan, the Metropolitan Ordinance, the Act and other applicable law.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the 28th day of April, 2005.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By:_____

Phil Ryan
Executive Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Phil Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Executive Director of Metropolitan Development and Housing Agency, a public body and a body corporate and politic organized under the Tennessee Housing Authorities Law, T.C.A. § 13-20-101, *et seq.*, the within named bargainor, and that he as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Metropolitan Development and Housing Agency by himself as such Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 28th day of April, 2005.

C. Jean Merkle
Notary Public

My Commission Expires:

9-24-2005

[NOTARIAL SEAL]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration for this transfer is $1.00.

Affiant

Subscribed and sworn to before me, this 28th day of April, 2005.

Tammy Morris
Notary Public

My Commission Expires:

5/24/08

[NOTARIAL SEAL]

N WFT 502475 v2
0-0 04/28/05

Exhibit A

Property Description

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located south of Union Street on the west margin of Fifth Avenue North and being a portion of Lot No. 88 as shown on the original Plan of Nashville (not of record) and more particularly described according to a survey made by William C. Cockrill, Registration No. 1401, of Barge, Waggoner, Sumner & Cannon, Inc., 211 Commerce Street, Suite 600, Nashville, Tennessee 37201, dated April 14, 2005, Job No. 32021-02, as follows:

BEGINNING at a point in the west margin of Fifth Avenue North, said point being S 26° 45' 02" E, 64.33 feet along said margin from the southerly margin of Union Street;

THENCE, with the westerly margin of Fifth Avenue North, S 26° 45' 02" E, 53.02 feet to a point;

THENCE, leaving said margin with the north line of Farah H. Dabit of record in Book 7854, page 273, R.O.D.C., S 63° 15' 06" W, 172.10 feet to a point in the east margin of Harvey's Alley;

THENCE, with said Alley, N 26° 36' 20" W, 53.05 feet to a point;

THENCE, leaving said Alley with the south line of Wolfgang Sauermann of record in Book 10097, page 324, R.O.D.C., N 63° 15' 41" E, 171.96 feet to the point of beginning.

Containing 9,124 square feet or 0.21 acres, more or less.

Being the same property conveyed to Metropolitan Development and Housing Agency by deed from McDonald's Real Estate Company appearing as Instrument No. 20050429-0048063 Register's Office of Davidson County, Tennessee.

N WFT 502475 v2
0-0 04/28/05