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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: 01/17/07 11:20 4 pgs
Fees:22.00 Taxes:0.00
20070117-0006775

QUITCLAIM DEED

Address New Owner	Map-Parcel Number	Send Tax Bills To
Werthan IV, LLC Attn: C. Jason Ritzen 513 Third Avenue, South Nashville, TN 37210	Map 81-12 Parcel B00.100CO	Owner

WHEREAS, the Phillips-Jackson Street Redevelopment Plan (the "Redevelopment Plan") has been adopted pursuant to Ordinance No. 093-733, as amended by Ordinance Nos. O99-1762, BL2001-861 and BL 2005-798 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 Phillips-Jackson Street 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 (Werthan Mills Project) dated January 8, 2007, to be effective as of January 12, 2007, in the amount of Four Million and No/100 Dollars ($4,000,000.00) (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 WERTHAN IV, 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 1400 Eighth Avenue North, 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 5th day of January, 2007.

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 8th day of January, 2007.

V. Jean Merkle
Notary Public

My Commission Expires:

9-19-2009

V. JEAN MERKLE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

[NOTARIAL SEAL]

My Commission Expires SEPT. 19, 2009

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 12th day of January, 2007.

Notary Public

My Commission Expires:

7-21-07

Notary Public At Large

[NOTARIAL SEAL]

N WFT 599637 v3
2820384-000024 12/22/2006

Exhibit A

Property Description

LAND in Davidson County, Tennessee, being Lot No. 2, on the plan of Final Plat Werthan Lofts, as shown on plat of record in Instrument No. 200701030001325, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING a portion of the same property conveyed to 2120 Partners, LLC, a Tennessee limited liability company, as to an undivided 25% interest, CAR Investments, LLC, a Tennessee limited liability company, as to an undivided 12.5% interest, CJR Investments, LLC, a Tennessee limited liability company, as to an undivided 12.5% interest, Foray Investments, LLC, a Delaware limited liability company, as to an undivided 9.625% interest, Foray Replacement Property, LLC, an Alabama limited liability company, as to an undivided 15.375% interest, Willma I. Solomon Village Limited Partnership, a Tennessee limited partnership, as to an undivided 12.5% interest, and J&J Properties, LLC, a Tennessee limited liability company, as to an undivided 12.5% interest, by Deed of Record in Instrument No. 20051021-0127560, Register's Office for Davidson County, Tennessee. J&J Properties, LLC is now known as Roe Properties, LLC pursuant to Certificate of Merger recorded in Instrument No. 200609180115119, said Register's Office. Further being the same property conveyed to Metropolitan Development and Housing Agency by Deed of record in Instrument No. 20070117000 6774, said Register's office.