This Instrument Prepared By:
Bradley Arant Boult Cummings LLP (JRH)
1600 Division Street, Suite 700
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20110061683 DEEDQC
Recvd: 10/04/11 11:17 4 pgs
Fees:22.00 Taxes:0.00
20111004-0076836

QUITCLAIM DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee 205 Metropolitan Courthouse Nashville, TN 37201	N/A	Map 93-10 Parcels 309 and 477

WHEREAS, Grantor (as defined below) owns certain real property more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference; and

WHERAS, the Property is subject to the Capitol Mall Redevelopment Plan, as amended (the "Redevelopment Plan"), approved by Ordinance No. 77-716 and amended by Ordinance Nos. 82-845, 87-1695, 91-1567, 93-774, 97-755, 98-1187, BL2002-1033, BL2004-424, and BL2009-436 of the Metropolitan Council of the Metropolitan Government of Nashville and Davidson, Tennessee (collectively, the "Metropolitan Ordinance"); and

WHEREAS, Grantor, as defined below, is authorized pursuant to the Metropolitan Ordinance and the provisions of the Tennessee Housing Authorities Law, Tenn. Code Ann. § 13-20-101, et. seq, et. seq. (the "Act), to sell the Property for redevelopment, on the terms set forth in certain Amended and Restated Development Agreement, dated as of February __, 2011, among Grantee, Omni Nashville, LLC and The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (the "Development Agreement").

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 Act (the "Grantor"), by these presents hereby sells, assigns, and quitclaims to THE INDUSTRIAL DEVELOPMENT BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a public non-profit corporation organized under the laws of the State of (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to the Property.

By acceptance of this Quitclaim Deed, Grantee, for itself, its successors and assigns, covenants that, as covenants running with the land, Grantee will comply with the terms and requirements of the Redevelopment Plan and the Development Agreement.

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 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 applicable law.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed as of the 30th day of September, 2011.

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 sec., 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 the Agency by himself as such Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of September, 2011.

V. Joan Merkle
NOTARY PUBLIC

My commission expires: 9-8-2013

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 8, 2013

STATE OF TENNESSEE)
DAVIDSON COUNTY)

The actual consideration for this transfer is $0 for recording and transfer tax purposes. Grantee is EXEMPT.

John R. Wheeler, Agent for Grantee per Grantee's Counsel
AFFIANT

Subscribed and sworn to before me, this 27th day of September, 2011.

Theresa Hostetler
NOTARY PUBLIC

My commission expires:

TERESA HOSTETLER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

EXHIBIT A

Property Description

Land situated in the County of Davidson, State of Tennessee, and described as follows:

Lot 1, according to the Revision to the Final Subdivision Plat of the Tower Music City Property, of record as Instrument No. 201012230102101, in the Register's Office for Davidson County, Tennessee.

Less and except:

Lot 1, according to the Final Subdivision Plat of the Tower Music City Property, of record as Instrument No. 20101029-0086599, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Grantor by quitclaim deed recorded as Instrument No. 20111004-0076835, in the Register's Office for Davidson County, Tennessee.