THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:
Waller Lansden Dortch & Davis, LLP
Attention: Robert R. Campbell, Jr., Esq.
511 Union Street, Suite 2700
Nashville, Tennessee 37219

Davidson County DEEDQC
Recvd: 11/05/13 10:25 6 pgs
Fees:32.00 Taxes:0.00
20131105-0114693

QUITCLAIM DEED

Address New Owner	Map-Parcel Number	Send Tax Bills To
Parmenter NCC II, LLC c/o Parmenter Realty Partners 701 Brickell Avenue, Suite 2020 Miami, FL 33131	09306113200	Owner

WHEREAS, the Capitol Mall Redevelopment Plan (the "Redevelopment Plan"), has been adopted pursuant to Ordinance No. 77-716 as amended by Ordinance Nos. 82-845, 87-1695, 91-1567, 93-744, 97-755, 98-1187, BL2002-1033, BL2004-424, and BL2009-436 by the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County, Tennessee (collectively, the "Metropolitan Ordinance"); and

WHEREAS, Grantor (as defined below) owns certain real property located within the geographic area of the Capitol Mall Redevelopment District, 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 Note (Parmenter Project) dated October 31, 2013 in the amount of One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00) (the "TIF Note"); 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

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and politic organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. § 13-20-101, et. seq. (the "Grantor"), by these presents hereby sells, assigns, and quitclaims to PARMENTER NCC II, LLC, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain land located adjacent to the Nashville City Center at the intersection of Church Street and Sixth Avenue North, 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, its successors and assigns, covenants that, (i) 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 (ii) until the TIF Note 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 Note. 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. Grantee, and all other successors-in-interest to Grantee, shall be bound by these covenants, all of which shall run with the land.

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. Grantor expressly waives its rights, if any, to reacquire the Property pursuant to the Redevelopment Plan or the Development Agreement between Grantor and Grantee relating to the Property, as long as Grantee is not in default under the Development Agreement, between Grantor and Grantee, beyond any applicable grace or cure period. Without limiting the foregoing waiver, Grantor covenants not to enforce such reacquisition rights, if any, against Grantee or any of its successors or assigns, as long as Grantee is not in default under the Development Agreement, between Grantor and Grantee, beyond any applicable grace or cure period.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 31 day of October, 2013.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: _____
Name: James L. Thiltgen
Title: Deputy 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 James L. Thiltgen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Deputy 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 Deputy 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 Deputy Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 4th day of October, 2013.

S. Denise Hagewood
NOTARY PUBLIC

My Commission Expires: 3/3/2015

S. DENISE HAGEWOOD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 3, 2015

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration for this transfer is $0.00.

Affiant: JOHN DAVIDSON

Subscribed and sworn to before me, this 4th day of October, 2013.

NOTARY PUBLIC

My Commission Expires: 2/14/2016

ALEXA L SLADE
Notary Public
Fulton County
State of Georgia
My Commission Expires Feb 14, 2016

EXHIBIT A
PROPERTY DESCRIPTION

Being Lot 2 of Revision 2, Resubdivision of Lots 1 and 2, Unified Plat of Subdivision of record as Instrument No. 20090302-0017941, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Metropolitan Development and Housing Agency by deed from Parmenter NCC II, LLC appearing as Instrument No. 20131104011443O Register's Office of Davidson County, Tennessee.

The foregoing legal description is derived the prior deed of record.

True Copy Certification

I, Melodie Messina 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.

Melodie Messina
Signature

State of FL

County of Orange

Personally appeared before me, ~~[Name of Notary]~~ ANDREA DIGGS, a notary public for this county and state, ~~[name of person making acknowledgment]~~ MELODIE MESSINA who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: _____
Notary' Seal (if on paper)

ANDREA R. DIGGS
MY COMMISSION # EE090706
EXPIRES June 20, 2015
(407) 398-0153 FloridaNotaryService.com