This instrument was prepared by:
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BILL GARRETT, Davidson County
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20131127-0121724

QUITCLAIM DEED

FROM: METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, Grantor

TO: GULCH CROSSING, LLC, Grantee

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Gulch Crossing, LLC 138 Second Avenue North, Suite 300 Nashville, Tennessee 37201	Same	Map 93-09; Parcel 2.00

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The actual consideration for this transfer is ZERO AND NO/100 DOLLARS ($0.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 26 day of November, 2013.

JENNIFER BRACY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES July 3, 2017

Notary Public
My Commission Expires: 7/3/17

WHEREAS, the Arts Center Redevelopment Plan (the "Redevelopment Plan"), has been adopted pursuant to Ordinance No. 098-1188 as amended by Ordinance Nos. 099-1767 and BL 2002-1063 of 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 Arts Center Redevelopment District, as described in the Redevelopment Plan (the "Redevelopment Area"), including without limitation the Property (as defined below); and

WHEREAS, Grantor has approved certain tax increment financing with respect to development of the Property (the TIF Financing"), and Nashville Urban Venture, LLC, as predecessor in interest to Grantee, and Grantor entered into that certain Development Agreement between Grantor and Grantee, dated as of November 12, 2013 (the "Development Agreement"); 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, FOR AND IN CONSIDERATION OF Ten and no/100 dollars ($10.00) and other valuable consideration, 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"), does quitclaim unto GULCH CROSSING, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, all of Grantor's rights, title and interest in and to a certain tract or parcel of land in Nashville, Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all buildings, structures and other improvements of any and every nature located on the Land and all fixtures attached or affixed to the Land or to any such buildings, structures or other improvements (collectively with the Land, the "Property").

The Property is unimproved property known as 1033 Demonbreun Street, Nashville, Tennessee 37203.

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

As required by the Development Agreement, Grantee covenants for itself and its successors and assigns, that, by acceptance of this Deed 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 any portion thereof), or in the use or occupancy of the Property or any improvements erected or to be erected thereon, and (ii) until the TIF Financing 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 that would interfere with the ability of Grantor to meet its obligations under the TIF Financing or to enable the principal balance of the TIF Financing to be fully amortized at or prior to maturity of the TIF Financing. 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. All successors in interest to Grantee shall be bound by these covenants, all of which shall run with the land.

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 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 Metropolitan Ordinance, the Redevelopment Plan, the Act and other applicable law.

This instrument has been prepared based on information provided by Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the 22nd day of November, 2013.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: Brenda Kennedy for James L. Hiltgen

Print Name: Brenda Kennedy

Title: Director of Finance

STATE OF TENNESSEE)

)

COUNTY OF DAVIDSON)

Before me, Sharon Y Hayes, a Notary Public of said County and State, personally appeared Brenda Kennedy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be Director of finance (or other officer authorized to execute the instrument) of METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, a public body and a body corporate and politic organized and existing pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated, functioning as a housing authority and urban redevelopment agency in and for the Metropolitan Government of Nashville and Davidson County, Tennessee, the within name bargainor, and that She as such Director of finance executed the foregoing instrument for the purposes therein contained, by signing the name of the agency by her self as Brenda Kennedy.

Witness my hand and seal, at office in Nashville, Tennessee, this 22nd day of Nov. ~~December~~, 2013.

SHARON Y. HAYES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 5, 2015

Sharon Y Hayes
Notary Public
My Commission Expires: 5-5-2015

EXHIBIT A
PROPERTY DESCRIPTION

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING UNIT No. 2, ON THE HORIZONTAL PROPERTY REGIME FOR GULCH LAND CONCOMINIUM, AS RECORDED IN MASTER DEED OF RECORD AS INSTRUMENT No. 20071018-0123668, AND AMENDED AS INSTRUMENT No.(S) 20111109-0087667 ANDE 20131115-0118469, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO ALL OF WHICH REFERENCE IS HEREEBY MADE FOR A MORE COMPLETE DESCRIPTION TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALLOCATED TO SAID UNIT AS SET FORTH IN SAID MASTER DEED.

BEING PART OF THE SAME PROPERTY CONVEYED TO NASHVILLE URBAN VENTURE, LLC, BY DEED FROM C. MARK CARVER, TRUSTEE, OF RECORD AS INSTRUMENT No. 20070726-0088930, DATED JULY 26, 2007, SAID REGISTER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN EAST RIGHT-OF-WAY OF 11TH AVENUE SOUTH, BEING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND.

THENCE LEAVING SAID RIGHT-OF-WAY OF 11TH AVENUE SOUTH, NORTH 62° 35' 32" EAST, 109.40 FEET TO A PK NAIL FOUND;

THENCE NORTH 62° 16' 56" EAST, 25.47 FEET TO A PK NAIL FOUND;

THENCE SOUTH 27° 24' 27" EAST, 308.11 FEET TO AN IRON PIN FOUND;

THENCE WITH A CURVE TO THE LEFT 154.98 FEET, HAVING A RADIUS OF 408.10 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 38° 17' 14" EAST, 154.06 FEET TO A PK NAIL FOUND;

THENCE SOUTH 49° 13' 43" EAST, 49.26 FEET TO A PK NAIL FOUND;

THENCE SOUTH 62° 45' 37" WEST, 78.28 FEET TO A POINT;

THENCE SOUTH 27° 14' 23" EAST, 3.00 FEET TO A POINT;

THENCE SOUTH 62° 45' 37" WEST, 14.00 FEET TO A POINT;

THENCE NORTH 27° 14' 23" WEST, 3.00 FEET TO A POINT;

THENCE RETURNING TO SAID RIGHT-OF-WAY, SOUTH 62° 45' 37" WEST, 78.88 FEET TO A PK NAIL FOUND;

THENCE WITH THE RIGHT-OF-WAY OF 11TH AVENUE SOUTH, WITH A CURVE TO THE LEFT 88.75 FEET; HAVING A RADIUS OF 926.00 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 38° 24' 34" WEST, 88.72 FEET TO A PK NAIL FOUND;

THENCE WITH SAID RIGHT-OF-WAY, WITH A CURVE TO THE RIGHT 40.05 FEET, HAVING A RADIUS OF 164.00 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 34° 09' 33" WEST, 39.95 FEET TO AN IRON PIN FOUND;
THENCE WITH THE RIGHT-OF-WAY OF 11TH AVENUE SOUTH, NORTH 27° 09' 48" WEST, 122.71 FEET TO A RAILROAD SPIKE FOUND;

THENCE WITH THE RIGHT-OF-WAY OF 11TH AVENUE SOUTH, NORTH 27° 07' 13" WEST, 52.20 FEET TO A RAILROAD SPIKE FOUND;

THENCE WITH THE RIGHT-OF-WAY OF 11TH AVENUE SOUTH, NORTH 24° 27' 24" WEST, 93.06 FEET TO A RAILROAD SPIKE FOUND;

THENCE WITH THE RIGHT-OF-WAY OF 11TH AVENUE SOUTH, NORTH 24° 20' 45" WEST, 89.11 FEET TO AN IRON PIN FOUND;

THENCE NORTH 26° 53' 16" WEST, 20.90 FEET TO THE POINT-OF-BEGINNING CONTAINING 74,051.40 SQUARE FEET OR 1.70 ACRES MORE OR LESS.

Being the same property conveyed to Metropolitan Development and Housing Agency by that Quitclaim Deed of record as Instrument 20131127-0121723, Register's Office for Davidson County, Tennessee