BILL GARRETT, Davidson County
Trans:T20140090120 DEEDQC
Recvd: 12/02/14 10:42 5 pgs
Fees:27.00 Taxes:0.00
20141202-0110341

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (MSP)
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

QUITCLAIM DEED

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Number(s):
Nashville Hospitality Capital LLC 230 4th Avenue North, Suite 105 Nashville, TN 37201	Same	93-10-32 93-10-25

WHEREAS, the Arts Center Redevelopment Plan (the "Redevelopment Plan"), has been adopted pursuant to Ordinance No. 098-1188 as amended by Ordinance No. 99-1761, Ordinance No. BL2002-1063, Ordinance No. BL2009-436, Ordinance No. BL2013-377 and Ordinance No. BL2014-699 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 Arts Center 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 (Westin Project) dated of even date herewith in the amount of Sixteen Million Dollars ($16,000,000) (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 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 NASHVILLE HOSPITALITY CAPITAL

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 at 300 9th Avenue South and 301, 307 and 315 8th Avenue South, 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. All purchasers of condominium units within the property hereby conveyed 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.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed this ____ day of _____ 2014.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

By: James E. Harbison
James E. Harbison
Executive Director

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, James E. Harbison, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Executive Director of the Metropolitan Development and Housing Agency, a public body and body corporate and politic, the within named bargainor, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the Metropolitan Development and Housing Agency by himself as such officer.

WITNESS my hand, at office, this 25th day of November, 2014.

V. Jean Merkle
Notary Public

My Commission Expires:

9-11-2017

V. JEAN MERKLE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires SEPT. 11, 2017

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is $1.00.

James E. Hadden
Affiant

Sworn to and subscribed before me this 25th day of November, 2014.

V. Jean Merkle
Notary Public

My Commission Expires:

9-11-2017

V. JEAN MERKLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 11, 2017

Exhibit A

Legal Description

LAND in Davidson County, Tennessee, being Lot Nos. 1 and 2, on the Final Plat of Westin Hotel, as shown on plat of record in Instrument No. 201411210107542, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING a portion of the same property conveyed to NASHVILLE HOSPITALITY CAPITAL LLC, A DELAWARE LIMITED LIABILITY COMPANY by deed from Clark Avenue Partnership, a Tennessee General Partnership composed of John A. Carpenter, David R. Wright and Clark Avenue, LLC, a Tennessee limited liability company, recorded on November 13, 2013 in Instrument No. 20131113-0117492, Register's Office for Davidson County, Tennessee. Further being a portion of the same property conveyed to Clark Avenue Partnership, a Tennessee General Partnership composed of John A. Carpenter, David R. Wright and Clark Avenue, LLC, a Tennessee limited liability company by deed from William E. Mullins, II recorded on January 17, 1997 of record in Book 10323, page 214, said Register's Office.

Being a portion of the same property conveyed to NASHVILLE HOSPITALITY CAPITAL LLC, A DELAWARE LIMITED LIABILITY COMPANY by deed from The United Methodist Publishing House recorded on March 31, 2014 in Instrument No.20140331-0026451, Register's Office for Davidson County, Tennessee. Further being a portion of the same property conveyed to the Board of Publication of the Methodist Church, Inc. by deed from Charles C. Martin, Jr. recorded on October 31, 1972 in Book 4651, page 202, said Register's Office. Further being a portion of the same property conveyed to the Board of Publication of the Methodist Church d/b/a United Methodist Publishing House by deed from Jack Brandon Insurance Agency, Inc. recorded on April 15, 1976 in Book 5015, page 765, said Register's Office.

Being a portion of the same property conveyed to Nashville Hospitality Capital LLC by deeds of record in Instrument No. 201410220097273, Instrument No. 201409190086237 and in Instrument No. 201409190086238, Register's Office for Davidson County, Tennessee.

Being the same property conveyed by Nashville Hospitality Capital LLC to the Metropolitan Development and Housing Agency by Special Warranty Deed of record in Instrument No. 20141202-0110340, Register's Office for Davidson County, Tennessee.