Davidson County DEEDQC
Recvd: 02/05/15 09:41 7 pgs
Fees:37.00 Taxes:0.00
20150205-0010854

QUITCLAIM DEED

FROM: METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, Grantor

TO: MARKETSTREET EQUITIES CO., 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
Marketstreet Equities Co. 138 Second Avenue North, Suite 300 Nashville, Tennessee 37201	Same	Map 93-13, Parcel 579

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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

Cynthia N Sellers
Affiant Cynthia N. Sellers

SUBSCRIBED AND SWORN TO before me, this the 3rd day of February, 2015.

LAURA LINCOLN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Laura Lincoln
Notary Public
My Commission Expires: 10-18-16

WHEREAS, the Arts Center Redevelopment Plan (the "Redevelopment Plan"), has been adopted pursuant to Ordinance No. 098-1188 as amended by Ordinance No. 99-1571, Ordinance No. BL2002-1063, Ordinance No. BL2009-435, Ordinance BL2013-377 and Ordinance 2014-699 of the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County, Tennessee (collectively, the "Metropolitan Ordinance"); and

2

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 and Grantor entered into that certain Development Agreement between Grantor and Nashville Urban Venture, LLC, dated as of December 31, 2014 (the "Development Agreement"), which was assigned to and assumed by Grantee pursuant to that certain Assignment and Assumption of Development Agreement dated February 4, 2015, between Nashville Urban Venture, LLC and Grantee; 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 MARKETSTREET EQUITIES CO., a Tennessee general partnership ("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 401 – 11th Avenue South, 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: (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, (a) 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; (b) 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 obligations with respect to the TIF Financing; and (c) Grantee 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. The foregoing notwithstanding, the covenants set forth in clause (ii) of the first sentence

of this paragraph shall cease being covenants running with the land upon the foreclosure, sale or granting of a deed in lieu of foreclosure of, under or with respect to any mortgage, deed of trust, security interest or other lien encumbering the Property and securing any bona fide direct indebtedness of Grantee or any subsequent owner of the Property relating to the financing or refinancing of the acquisition and development of the Property or the acquisition or development of the Property, and the covenants set forth in clause (ii) of the first sentence of this paragraph shall not be binding on any person or entity who acquires title to the Property or any portion of the Property by foreclosure, purchase at a foreclosure sale or acceptance of a deed in lieu of foreclosure of, under or with respect to any such mortgage, deed of trust, security interest or other lien or the successors or assigns of such person or entity who thereby acquires title to 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 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 3rd day of February, 2015.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

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

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the understand, a Notary Public of said County and State, personally appeared 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 (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 he as such Executive Director executed the foregoing instrument for the purposes therein contained, by signing the name of the agency by himself as Executive Director.

Witness my hand and seal, at office in Nashville, Tennessee, this 3rd day of February, 2015.

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

PROPERTY DESCRIPTION

Being a tract of land in the 19th Councilmanic District, Davidson County, Tennessee. Being Lot 2 of Nashville Urban Venture, LLC Final Plat recorded as Instrument Number 20090501-0039790, Register's Office Davidson County, Tennessee, as more particularly described therein.

Being the same property conveyed to METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, by Quitclaim Deed dated as of January 12, 2015, of record as Instrument Number 20150205-0010853, Register's Office for Davidson County, Tennessee.

0001633.0622491 4844-7544-7585v1

Certificate of Authenticity

I, Nathan Heinz, 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.

Signature

State of Illinois

County of Cook

Personally appeared before me, LINDA TYRRELL, a notary public for this county and state, Nathan Heinz 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: 7/8/17.

Notary's Seal (If on paper)

OFFICIAL SEAL
LINDA TYRRELL
Notary Public - State of Illinois
My Commission Expires Jul 8, 2017