BILL GARRETT, Davidson County
Trans:T20160044601 DEEDQC
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Fees:22.00 Taxes:0.00
20160526-0053217

This Instrument prepared by:
Adams and Reese LLP (FRH)
424 Church Street, Suite 2700
Nashville, Tennessee 37219

ADDRESS NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NOS.
21c Nashville LLC c/o 21c Museum Hotel Attention: General Counsel 710 West Main Street, Third Floor Louisville, Kentucky 40202	Same	093-02-3/159.00

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, a public body and body corporate and politic organized and existing in accordance with the provisions of T.C.A. §13-20-101, *et. seq.* (hereinafter the "GRANTOR"), does hereby quitclaim and convey unto **21c NASHVILLE LLC**, a Tennessee limited liability company (hereinafter the "GRANTEE"), its successors and assigns, all of its right, title and interest in and to that certain tract or parcel of land at 221 2nd Avenue North, in Nashville, Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

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

By acceptance of this Quitclaim Deed, Grantee, for itself, its successors and assigns, covenants that, as covenants running with the land, (i) Grantee will comply with the terms and requirements of the Development Agreement between Grantor and Grantee, dated January 30, 2015, (ii) 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 (iii) until the Metropolitan Housing and Development Agency Tax Increment Revenue Note (21c Hotel Project), in the principal amount of $4,800,000.00, dated May 23, 2016 (the "TIF Note"), issued by Grantor for the benefit of 2014 Legacy Guarantee LLC, a Kentucky limited liability company (2014 Legacy Guarantee LLC, and its successors and assigns is referred to herein as the "Lender") 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. Until the TIF Note has been repaid in full, 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 and Lender's consent in writing. Any request for approval by Grantor or Lender shall set forth the basis of any proposed contest and Grantee's proposed valuation of the Property. All purchasers of the Property (or any portion thereof including residential and commercial condominium units, if any) within the Property and all other successors-in interest to Grantee shall be bound by these covenants, all of which shall run with the land and shall be binding upon Grantee and its successors and assigns, until the indebtedness evidenced by the TIF Note has been paid in full.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be executed as of this 19th day of May, 2016.

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, James E. Harbison, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Director of **METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**, the maker or a constituent of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 19th day of May, 2016.

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 $ 0.00.

Affiant

Subscribed and sworn to before me this 19th day of May, 2016.

Notary Public

My Commission Expires:
August 20, 2019

EMILY HARRISON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires August 20, 2019

EXHIBIT A

Legal Description of the Property

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

A tract of land located in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee, bounded on the East by Second Avenue North, on the South by Bank Alley (Alley No. 4) on the West by Third Avenue North, on the North by Fourth Church Investment Company, Inc. and Industrial Realty, Inc., and being more particularly described on a survey dated April 20, 1982, by American Surveying & Engineering Co. as follows:

Beginning at a P & K nail located in the westerly right of way margin of Second Avenue North at said margins intersection with the northerly right of way margin of Bank Alley (Metro Alley No. 4); thence, following the northerly right of way margin of Bank Alley, South 62° 31' West, a distance of 225.13 feet to a P & K nail located where said margin intersects the easterly right of way margin of Third Avenue North; thence, following the easterly right of way of Third Avenue North; North 27° 40' West, a distance of 55.03 feet to a point located in the southerly boundary of the Fourth Church Investment Company property, as recorded in Book 5428, Page 509, R.O.D.C., Tennessee; thence, following said boundary between two building walls, North 62° 31' East, a distance of 112.79 feet to a point; thence, North 27° 17' West, a distance of 19.84 feet to a point located in the southerly boundary of the Industrial Realty Company property, as recorded in Book 3499, Page 419, R.O.D.C., Tennessee; thence, following the aforementioned south boundary between two building walls, North 62° 31' East, a distance of 113.16 feet, to a P & K nail located in the westerly right of way margin of Second Avenue North; thence, following the westerly right of way margin of Second Avenue North, South 26° 56' East a distance of 74.88 feet to the point of beginning. Tract contains 14,652.7 square feet or 0.34 acre, more or less.

Being the same property conveyed to The Metropolitan Development and Housing Agency by deed from 21c Nashville LLC, a Tennessee limited liability company of record in Instrument No. 20160526-0053216, dated May 9, 2016, said Register's Office.