Davidson County DEEDQC
Recvd: 10/02/07 12:02 7 pgs
Fees:37.00 Taxes:0.00
20071002-0117271

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims PLC (MSP)
AmSouth Center, Suite 2700
315 Deaderick Street
Nashville, Tennessee 37238

QUITCLAIM DEED

Address New Owner	Map-Parcel Numbers	Send Tax Bills To
ROLLING MILL HILL INVESTMENT, INC. 1240 Main Street, Suite 1 Green Bay, Wisconsin 54302	Map 93-11 Parcels 252 and 253	Owner

WHEREAS, the Rutledge Hill Redevelopment Plan (the "Redevelopment Plan") has been adopted pursuant to that certain ordinance No. 080-133, as amended by Ordinance Nos. 086-1131, 087-1695, 091-1520, 097-754, 097-755 and BL2005-875 by the Metropolitan Council of the Metropolitan Government of Nashville and Davidson County, Tennessee (collectively, the "Metropolitan Ordinance"); and

WHEREAS, 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") owns certain real property located within the geographic area of the Rutledge Hill Redevelopment Project, as described in the Redevelopment Plan (the "Redevelopment Area"), including without limitation the Property (as defined below) ; and

WHEREAS, in order to finance certain eligible costs, 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 Bond (Lots 6 & 7, Rolling Mill Hill Project) dated September 26, 2007 in the amount of Five Million Five Hundred Thousand and No/100 Dollars ($5,500,000.00) (the "TIF Bond"); 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, Grantor, hereby quitclaims and conveys unto ROLLING MILL HILL INVESTMENT, INC., a Wisconsin corporation (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title and interest in and to certain real property described as follows:

Land in Davidson County, Tennessee, being Lots 6 & 7 on the Final Plat of Phase 1, Rolling Mill Hill, of record as Instrument Number 20070129-0011871, Register's Office of Davidson County, Tennessee, to which reference is made for a more complete description thereof (the "Property").

Being part of the same property conveyed to Grantor by Quitclaim Deed of record in Instrument No. 20040910-0109560, Register's Office of Davidson County, Tennessee.

The Property is improved property known as Lots 6 and 7, Phase 1, Rolling Mill Hill, Nashville, Tennessee.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect 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 Bond 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 Bond. 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 and all other successors-in-interest to Grantee shall be bound by these covenants, all of which shall run with the land.

By acceptance of this Quitclaim Deed, Grantee agrees that following completion of renovation and/or construction and equipping of the buildings permitted by the Redevelopment Plan and approved by Grantor, Grantee, its successors or assigns, shall provide pedestrian access for public use upon the outdoor plaza generally as located in the cross-hatched area on the drawing attached hereto as Schedule I (the "plaza"), but subject in all respects to the following terms and conditions: (a) Grantee, its successors or assigns, shall maintain and make such plaza available for public use only during daylight hours; (b) such public usage must be consistent with the need to provide a safe, secure, noise-free and nuisance-free living and working environment on the Property, as such need may be determined by Grantee, its successors or assigns, in the exercise of reasonable discretion; and (c) Grantee, its successors or assigns, shall have no obligation to equip the plaza to any standard required for a public park, however such plaza may be equipped to meet the needs of a residential condominium complex. The provisions of this paragraph shall be subordinate to all mortgages, deeds of trust and other collateral documents now or hereafter imposing a lien on the Property, or any portion thereof, for the purpose of securing any financing of the construction, reconstruction or renovation of improvements on, or acquisition of, the Property, and any improvements now or hereafter located thereon, or any refinancing thereof. In the event of foreclosure by any beneficiary of any such mortgage, deed of trust, or other collateral document (hereinafter individually or collectively referred to as a "Beneficiary"), or acceptance of a deed in lieu thereof, the provisions of this paragraph shall, at the option of such Beneficiary, be extinguished and shall terminate and be of no further force or effect. Notwithstanding any provision herein to the contrary, in the absence of any earlier termination as herein provided, the provisions of this paragraph shall expire and be of no further force or effect on December 31, 2025. Grantor reserves to itself the sole and exclusive right to enforce the provisions of this paragraph for the benefit of the public against Grantee, provided that a condominium association has not taken control and ownership of the Property, in which case such condominium association shall be the sole party against which any action may be taken relating to any issues arising under this Quitclaim Deed. In the event of the failure of Grantee, its successors or assigns, to provide and maintain such plaza as provided for in this paragraph, and if such failure is not cured within thirty (30) days after (1) written demand

by Grantor to the Grantee, its successors or assigns, specifying such event or events, and (2) similar notice to any Beneficiary who has given written notice to Grantor of its interest in the Property, said demand and notice to be provided by Grantor by hand delivery or by certified mail, return receipt requested, then Grantor shall have the right to pursue injunctive relief to remedy such failure, but there shall be no possibility of reverter and no conditions upon the continued existence of the estate hereby granted to Grantee that would under any circumstance cause the reversion, termination or defeasance of Grantee's estate. Venue for suit seeking such injunctive relief shall be in Davidson County, Tennessee. Except as expressly set forth in this paragraph, nothing contained in this Quitclaim Deed shall limit or restrict Grantee's ownership rights with respect to the Property or any portion thereof, and nothing herein contained shall create a gift or dedication of any portion of the Property to the general public or for any public purpose except as specifically set forth herein. The provisions of this paragraph shall constitute covenants running with the land, which shall be subject to all the terms and conditions hereof. Promptly following completion of the renovation and/or construction and equipping of the buildings permitted by the Redevelopment Plan and approved by Grantor, the parties hereto shall enter into an amendment to this Quitclaim Deed to more particularly describe the location of the plaza.

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.

[*Signatures Follow*]

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed by its duly authorized officer as of the 26th day of September, 2007.

GRANTOR:

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

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

Witness my hand and seal, at office in Nashville, Tennessee, this the 18th day of September, 2007.

_____
NOTARY PUBLIC

My Commission Expires: 7-21-2011

STATE OF TENNESSEE NOTARY PUBLIC ROBERT M HOLLAND DAVIDSON COUNTY

STATE OF Wisconsin)
COUNTY OF Waukesha)

I hereby swear or affirm that the actual consideration for this transfer is $1.00

AFFIANT:

Rolling Mill Hill Investment, Inc.

By: _____
Patrick K. Dempsey, President

Subscribed and sworn to before me, this 14th day of September, 2007.

JILL SULOK NOTARY PUBLIC STATE OF WISCONSIN

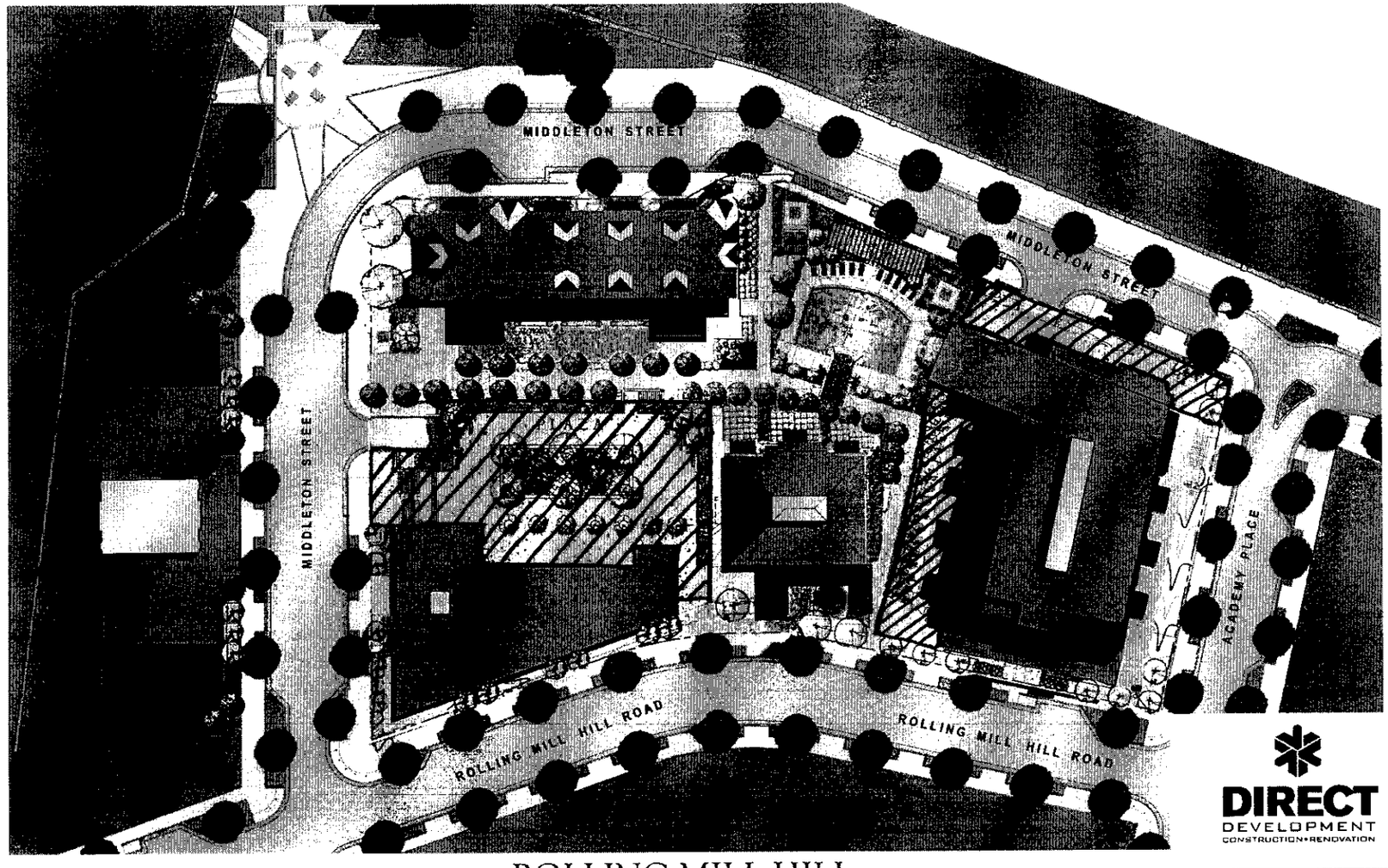
_____
NOTARY PUBLIC

My Commission Expires: 11-04-07

SCHEDULE I
DEPICTION OF PLAZA

[see attached]

6489230.10



DIRECT
DEVELOPMENT
CONSTRUCTION+RENOVATION

ROLLING MILL HILL

Landscape Plan

LITTLEJOHN ENGINEERING ASSOCIATES, INC.