Davidson County DEEDQC
Recvd: 10/02/07 12:03 5 pgs
Fees:27.00 Taxes:0.00
20071002-0117272

THIS INSTRUMENT PREPARED BY:
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202

QUITCLAIM DEED

Address New Owner	Map-Parcel Numbers	Send Tax Bills To
RMH Land Investment, LLC 250 N. Sunnyslope Road, Suite 300 Brookfield, WI 53005	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. ("MDHA") conveyed certain property to Grantor by Quitclaim Deed of record in Instrument 20071002-0117271, Register's Office of Davidson County, Tennessee which is 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), MDHA 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

IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION of the sum of Zero Dollars ($0.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, ROLLING MILL HILL INVESTMENT, INC., a Wisconsin corporation (the "Grantor"), hereby quitclaims and conveys unto RMH LAND INVESTMENT, LLC, a Wisconsin limited liability company (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 the same property conveyed to Grantor by Quitclaim Deed of record in Instrument 20071002-0117271, 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 MDHA 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 MDHA 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 MDHA's consent in writing. Any request for approval by MDHA 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 MDHA, 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. MDHA 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 MDHA 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 MDHA of its interest in the Property, said demand and notice to be provided by MDHA by hand delivery or by certified mail, return receipt requested, then MDHA 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 MDHA, the parties hereto shall enter into an amendment to this Quitclaim Deed to more particularly describe the location of the plaza.

By acceptance of this Quitclaim Deed, Grantee, for itself, its successors and assigns, acknowledges that the Property is subject to an easement as set forth in that certain Quit Claim Deed from MDHA to Grantor, and Grantee is bound by the terms thereof.

[*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:

ROLLING MILL HILL INVESTMENT, INC.
A Wisconsin corporation

By: _____
Patrick K. Dempsey, President

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Patrick K. Dempsey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of Rolling Mill Hill Investment, Inc., the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such President.

Witness my hand and seal, at office in Waukesha, Wisconsin, this the 14th day of September, 2007.

JILL SULOK NOTARY PUBLIC STATE OF WISCONSIN

_____
NOTARY PUBLIC

My Commission Expires: 11-04-07

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

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

AFFIANT:

RMH Land Investment, LLC
By: GS Capital LLC, Manager

By: _____
Patrick K. Dempsey, Sole Member

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

_____
NOTARY PUBLIC

My Commission Expires: 11/04/07

JILL SULOK
NOTARY
PUBLIC
STATE OF WISCONSIN

WHD\5302448.3