Prepared by:
Glast, Phillips & Murray, P.C.
2200 One Galleria Tower
13355 Noel Road
Dallas, Texas 75240

Party responsible for payment of property taxes:
The Preserve at Metro Center GP, LLC
5020 Harpeth Drive
Brentwood, TN 37027

Tax Parcel Identification Number:
70-15-49

Davidson County DEEDWARR
Recvd: 11/04/05 11:29 5 pgs
Fees:28.00 Taxes:1631.84
20051104-0133917

STATE OF TENNESSEE)
COUNTY OF)

The actual consideration or value, whichever is greater, for this transfer is Four Hundred Forty-One Thousand Thirty-Eight and No/100 Dollars ($441,038.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 3 day of November, 2005.

Notary Public

My Commission Expires: 3/21/09

JAMES G. LACKEY, III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

AMERICAN REALTY TRUST, a Georgia corporation (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by THE PRESERVE AT METRO CENTER, L.P., a Tennessee limited partnership (the "Grantee"), whose address is 5020 Harpeth Drive, Brentwood, TN 37027, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain tract of land (the "Land") situated in Davidson County, Tennessee, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes; together with all of Grantor's right, title and interest in and to the rights and appurtenances pertaining solely to such Land, including any right, title and interest of Grantor in and to the centerline of adjacent roads, streets, alleys or rights-of-way to the extent (but only to the extent) that the same relate to the Land; however, Grantor hereby retains unto itself the nonexclusive right to exercise, use and enjoy, jointly with Grantee, any rights and appurtenances herein conveyed to Grantee, but only to the extent that such rights and

appurtenances relate to other properties presently owned by Grantor that are adjacent to or contiguous with the Land (all of such Land, rights and appurtenances being hereinafter collectively referred to as the "Property").

This conveyance and warranties herein contained is made subject, however, to the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, and subject, however, as aforesaid.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, NO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE AGREES THAT IT HAS TAKEN WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES GRANTEE HAS DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED TO OR FROM THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

There having been a proration of ad valorem taxes and assessments applicable to the Property between Grantor and Grantee, by its acceptance hereof, Grantee hereby assumes and agrees to pay all ad valorem taxes and assessments assessed against the above-described property for 2005 and all subsequent years and further agree to save, defend, indemnify and hold Grantor harmless from all such taxes and assessments; subject, however, to reproration pursuant to a separate written agreement.

EXECUTED this 2ND day of November, 2005.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: Lori Lee Burgin
Name: Lori Lee Burgin
Title: Vice President

WITNESS:

Lara D Davis
Date: 11-2-2005

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Candace L. Garwick, a Notary Public in and for said County and State, personally appeared Lori Lee Burgin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of AMERICAN REALTY TRUST, INC., the within bargainor, a Georgia corporation, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at Office in Dallas, Texas this 2nd day of November, 2005.

Candace L Garwick
NOTARY PUBLIC

My Commission Expires: 4/3/09

CANDACE L. GARWICK
MY COMMISSION EXPIRES
April 3, 2009

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE PLAN OF METROCENTER TRACT 25 OF RECORD IN PLAT BOOK 9700, PAGE 421, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD IN THE EASTERLY MARGIN OF TENTH AVENUE NORTH AT THE SOUTHWEST CORNER OF LOT 1 ON THE PLAN OF METROCENTER TRACT *25,* AS RECORDED IN PLAT BOOK 9700, PAGE 421, R.O.D.C. AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED LOT;

THENCE, LEAVING SAID MARGIN WITH THE SOUTHERLY LINE OF SAID LOT 1, N 78°23'53" E A DISTANCE OF 397.72' TO AN IRON ROD;

THENCE, WITH SAID LOT 1, S 11°36'07" E A DISTANCE OF 240.16' TO AN IRON ROD IN THE NORTHERLY MARGIN OF PONDER PLACE;

THENCE, WITH SAID MARGIN, S 43°06'18" W A DISTANCE OF 55.01' TO AN IRON ROD;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 271.73', WITH A RADIUS OF 440.00', WITH A CHORD BEARING OF S 60°47'46" W, WITH A CHORD LENGTH OF 267.43' TO AN IRON ROD;

THENCE, S 78°29'18" W A DISTANCE OF 48.15' TO AN IRON ROD;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 78.54', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF N 56°30'42" W, WITH A CHORD LENGTH OF 70.71' TO AN IRON ROD IN THE EASTERLY MARGIN OF TENTH AVENUE NORTH;

THENCE, WITH SAID MARGIN, N 11°30'42" W A DISTANCE OF 102.06' TO AN IRON ROD;

THENCE, N 11°36'07" W A DISTANCE OF 200.60' TO THE POINT OF BEGINNING AND CONTAINING 128,868 SQUARE FEET OR 2.96 ACRES MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED TO AMERICAN REALTY TRUST, INC., A GEORGIA CORPORATION BY DEED FROM SUNTRUST BANKS, INC., A GEORGIA CORPORATION OF RECORD IN BOOK 11503, PAGE 900, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

1. Taxes for the year of 2005, and subsequent years.

2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 7487, Page 952 and as amended in Book 10602, Page 499, Register's Office for Davidson County, Tennessee.

3. The following matters shown on the Plan of record in Plat Book 9700, Page 421, Register's Office of Davidson County, Tennessee; 50' minimum building setback line from 10th Avenue North and Ponder Place, 20' public utility easement adjacent to Ponder Place and 10th Avenue North, the notes shown on said plan, and 5' reservation for future right-of-way dedication along 10th Avenue North, all as also shown on survey of Barge, Waggoner, Sumner & Cannon, Inc. dated May 25, 2000, last revised January 31, 2005, Job No. 31843-00.

4. Restrictive Covenants of record in Book 5242, page 389, as amended in Book 5792, page 787, Book 7012, page 61 and Book 11503, page 607 said Register's Office.

5. Restrictive Covenants of record in Book 9382, page 56 said Register's Office.

6. Restrictive Covenants of record in Book 9420, page 176 said Register's Office.