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Davidson County DEEDWARR
Recvd: 09/01/06 08:43 6 pgs
Fees:33.00 Taxes:795.50
20060901-0108069

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

Party responsible for payment of property taxes: and new owner / ATG
UP, LLC
P. O. 280524
Nashville, TN 37228

Tax Parcel Identification Numbers:
01W 10215 Map 81-4, Parcel 206
01W 10210 Map 81-4, Parcel 207
01W 10205 Map 81-4, Parcel 208

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 UP, LLC, a Tennessee limited liability company, (the "Grantee"), whose address is P. O. Box 280524, Nashville, Tennessee 37228, 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, but specifically excluding from the interests conveyed to Grantee hereunder, Grantor's rights, title and interests in and to such rights and appurtenances to the extent they relate to other properties adjacent to, contiguous with or in close proximity to 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 2006 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 31ST day of AUGUST, 2006.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: _____
Name: STEVEN A. SHELLEY
Title: VICE PRESIDENT

WITNESS:
Lara D. Davis
Date: August 31, 2006

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Jordan Wicker, a Notary Public in and for said County and State, personally appeared Steven Shelley, 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 30th day of August, 2006.

JORDAN BRITTNEY WICKER
Notary Public, State of Texas
My Commission Expires
October 28, 2009

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer, is $ 215,000.

AFFIANT

Sworn to and subscribed before me this 31st day of August, 2006.

My Commission Expires:
3/21/09

NOTARY PUBLIC IN AND FOR STATE OF ~~TEXAS~~ Tennessee

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located in the northeasterly quadrant of the intersection of Dominican Drive and Interstate 265, being property conveyed to MetroCenter Holdings, Inc., by deeds of record in Book 8321, page 668 and Book 9632, pages 181 and 189, Register's Office for Davidson County, Tennessee, known as Parcels 206, 207 and 208, on Metro Tax Map 81-4, and being more particularly described as follows:

Beginning at the point of intersection of the northerly right-of-way line of Interstate 265 and the easterly right-of-way line of Dominican Drive;

Thence, with said easterly right-of-way line with a curve to the left 332.33 feet to a point, said curve having a central angle of 35 degrees 07' 07", a radius of 542.20 feet, a tangent of 171.57 feet and a chord of N 62 degrees 31' 42" W, 327.15 feet;

Thence, leaving said right-of-way line with the southerly right-of-way line of Third Avenue North and the southerly line of property conveyed to James E. Brown and Peony P. Brown by Final Decree Confirming Sale of record in Instrument No. 20020110-0004073, Register's Office for Davidson County, Tennessee, N 45 degrees 18' 57" E, 243.04 feet to a point in the westerly line of Lot No. 1 as shown on the plan of Resubdivision of Lot 2 MetroCenter, Tract 10A and Tract 1 as of record in Book 7900, pages 848 and 849, Register's Office for Davidson County, Tennessee;

Thence, with said line S 44 degrees 13' 00" E, 301.90 feet to a point in the northerly right-of-way line of Interstate 265;

Thence, with said right-of-way line S 41 degrees 25' 56" W, 140.65 feet to the point of beginning.

Containing 53,477 square feet or 1.23 acres more or less.

Being part of the same property conveyed to American Realty Trust, Inc., a Georgia corporation by Special Warranty Deed from SunTrust Banks, Inc., a Georgia corporation, of record in Book 11503, page 900, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

1. Taxes for the year 2006.

2. Restrictive Covenant in favor of Arby's Inc., of record in Book 9382, page 56 said Register's Office.

3. Restrictive Covenant in favor of Taco Bell Corp., of record in Book 9420, page 176 said Register's Office.

4. 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, said Register's Office.

5. Easements retained by the Metropolitan Government of record in Council Bill No. 78-1150, said Register's Office, as shown on survey of Barge, Waggoner, Sumner & Cannon dated May 25, 1999, by Wendell H. Talley, Sr., TRLS No. 785, File No. 11469-85.

6. Sanitary Sewer Easement granted to the City of Nashville of record in Book 3312, page 52, said Register's Office.

7. The property abuts Interstate Highway 265 which is a controlled access highway with no right of ingress or egress thereto.

8. Amendment to Protective Covenants and Waiver of Repurchase Right for MetroCenter Tracts of record in Book 11503, page 607, Register's Office for Davidson County, Tennessee.