Davidson County DEEDWARR
Recvd: 12/21/06 11:09 5 pgs
Fees:28.00 Taxes:4440.00
20061221-0157330

This instrument prepared by:

First American Title Insurance Company
2425 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
(602) 567-8100

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 20 day of December, 2006, by and between BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC., a Tennessee corporation ("Grantor"), and HORIZON INVESTMENT PROPERTIES, LLC, a Tennessee limited liability company ("Grantee").

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the following described Real Estate, situated and being in the City of Nashville, County of Davidson, State of Tennessee, to wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Being the same property conveyed to party of the first part, herein shown in:
Book 9882, Page No. 607 in said Register's office.

This conveyance is made subject to:

1) Taxes which have been assumed by Grantee; 2) All restrictions of record; 3) All easements of records; (4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable governmental and zoning regulations; and 7) The deed restrictions attached hereto as Exhibit B and by this reference incorporated herein.

> Unimproved property located at: Ashland City Highway, Nashville, Davidson County, Tennessee and may be identified in the Tax Assessor's Office of Davidson County as a portion of Map 69, Parcel 50.

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee and its heirs, successors and assigns in fee simple forever.

Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee simple of the aforedescribed real estate; that Grantor has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein and that the title and

quiet possession thereto Grantor warrants and forever defends against the lawful claims of all persons "claiming by, through, or under Grantor, but not further or otherwise."

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the Grantor on the day and year first above written.

BROWNING-FERRIS INDUSTRIES
OF TENNESSEE, INC.,
a Tennessee corporation

By: Jo White
Name: JO LYNN WHITE
Title: SECRETARY

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Before me, the undersigned, Notary Public of the State and County aforesaid, personally appeared Jo Lynn White with whom I am personally acquainted (or to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to be the Secretary of BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC., the within named bargainer, a Tennessee corporation, and that as such Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by Jo Lynn White as such Secretary of BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.

Witness my hand and Notarial Seal at office this 7th day of December, 2006.

Susanne A. Webb
Notary Public

My Commission Expires:

9/17/08

Notary Public State of Arizona
Maricopa County
Susanne A Webb
Expires September 17 2008

1862681.1/11379.854

New Owner's Name: Horizon Investment Properties, LLC

And Address: 337 28th Avenue North
Nashville, Tennessee 37209

Mail tax bills to, (Person or Agency responsible for payment of taxes)

Horizon Investment Properties, LLC
Attn: Thomas E. Bernard
337 28th Avenue North
Nashville, Tennessee 37209

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,200,000.00 which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me this 7th day of December, 2006.

Notary Public

My Commission Expires:

9/17/08

Notary Public State of Arizona
Maricopa County
Susanne A Webb
Expires September 17 2008

1862681.1/11379.854

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of a Resubdivision of Reserved Parcels "A" and "B" Hydes Ferry Park Industrial Park, as shown on Plat of Record in Plat Book 6900, Page 880, in the Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more particular description.

Being the Property conveyed to Browning-Ferris Industries of Tennessee, Inc. by General Warranty Deed from David C. Allen and Lisa K. Creasy of Record in Book 9882, Page 607, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

DEED RESTRICTIONS

Grantee agrees that Grantee shall not use the Property for any purpose related to the disposal, hauling, storage or transfer of solid waste or the operation of a business related to solid wastes.

In addition to all remedies available to Grantor at law or in equity for any breach or threatened breach of the covenants or restrictions contained herein, Grantor, its successors or assigns shall be entitled to enjoin such breach or threatened breach of the covenants or restrictions contained herein.

In addition, Grantor shall be entitled to recover from Grantee, its successors or assigns, all of Grantor's attorneys' fees, expert fees and costs, court costs and other litigation-related expenses arising from any enforcement of the covenants or restrictions contained herein.

The covenants and restrictions contained herein shall run with the land for a period of ninety-nine (99) years after the recording date of this Deed.