Prepared by:
R. Craig Warner
Glast, Phillips & Murray
2200 One Galleria Tower
13355 Noel Road, L.B. 48
Dallas, Texas 75240

Party responsible for payment of property taxes:
Horsepower Realty, LLC
212 Belclaire Place
Nashville, Tennessee 37205

Tax Parcel Identification Number:
8DA 15400 Map 81-4, Parcel ~~221 (part of)~~ 258

Davidson County DEEDWARR
Recvd: 03/02/07 13:32 5 pgs
Fees:28.00 Taxes:10811.51
20070302-0026032

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 HORSEPOWER REALTY, LLC, a Tennessee limited liability company (the "Grantee"), whose address is 212 Belclaire Place, Nashville, Tennessee 37205, 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 2007 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 28TH day of FEBRUARY, 2007.

GRANTOR:

AMERICAN REALTY TRUST, INC., a Georgia corporation

By: _____
Steven A. Shelley, Vice President

WITNESS:

Date: Feb. 28, 2007

THE STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on February 28, 2007 by Steven A. Shelley, Vice President of AMERICAN REALTY TRUST, INC., a Georgia corporation, on behalf of such corporation.

PATRICIA M. MURPHY
Notary Public, State of Texas
My Commission Expires
October 28, 2009

NOTARY PUBLIC, IN AND FOR
STATE OF TEXAS

My commission expires: October 28, 2009

State Tennessee
County Williamson

The actual consideration or value whichever is greater, for this transfer is $2,922,030.00.

Affiant

Subscribed and sworn before me this the 1st day of March, 2007.

My Commission Expires 1-19-10

Notary Public

BELINDA A. SHERWIN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD
MY COMMISSION EXPIRES: JAN. 19, 2010

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

Being parcel of land in the First Civil District, Second Councilmanic District, Nashville, Davidson County, Tennessee, located on the southerly margin of Vantage Way, and the northerly margin of Interstate I-65 being Lot No. 2, as shown on Resubdivision of Lot 1 Metrocenter Tract 10A and Tract 1, of record in Instrument No. 20070301-0025435, R.O.D.C., (being the easterly portion of the property shown in Plat Book 7900, page 849, in said Register's Office) and being more particularly described as follows:

BEGINNING at an Iron Rod (Old) in the southerly right-of-way of Vantage Way at the northeast corner of Lot 2 on said Resubdivision of Lot 1 Metrocenter Tract 10A and Tract 1, and at the northwest corner of Metrocenter Tract 2A, of record in Plat Book 5060, Page 85, R.O.D.C.;

THENCE, leaving said right-of-way along the westerly line of said Metrocenter Tract 2A, the following calls:

S 11° 08' 39" E, 261.98 feet to an Iron Rod (Old),
S 24° 42' 27" E, 165.00 feet to an Iron Rod (Old),
S 40° 13' 56" E, 286.88 feet to an Iron Rod (Old) in the northerly right-of-way of Interstate I-65;

THENCE, along said right-of-way the following calls:

S 55° 54' 21" W, 81.63 feet to an Iron Rod (Old),
S 52° 15' 52" W, 462.29 feet to an Iron Rod (Old),
S 46° 35' 59" W, 256.45 feet to an Iron Rod (New), at the southeast corner of Lot 1 of said Resubdivision of Lot 1 Metrocenter Tract 10A and Tract 1;

THENCE, leaving said right-of-way with the easterly line of said Lot 1, the following calls:

N 33° 37' 57" W, 371.59 feet to an Iron Rod (New),
N 17° 47' 40" E, 732.14 feet to an Iron Rod (New) in the southerly right-of-way of Vantage Way, and at the northeast corner of said Lot 1;

THENCE, along said right-of-way, N 67° 15' 47" E, 321.70 feet to the Point of Beginning.

Containing 487,005 square feet or 11.18 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 of 2007.

2. All matters shown on the Plan of MetroCenter, Section One of record in Plat Book 4675, Pages 48 and 49, Register's Office of Davidson County, Tennessee.

3. All matters shown on the Plan of Resubdivision Lot Two, MetroCenter, Tract 10A, and Tract 1 of record in Plat Book 7900, Page 849, Register's Office of Davidson County, Tennessee.

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, and as affected by Waiver in Instrument No. 20060531-0063833, Register's Office for Davidson County, Tennessee.

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.

7. Amendment to Protective Covenants and Waiver of Repurchase Right for Metrocenter Tracts, of record in Book 11503, Page 607, said Register's Office.

8. 30 foot Gasline Easement of record in Book 1450, page 550, said Register's Office.

9. 20 foot Gasline Easement of record in Book 3649, Page 94, as amended in Book 4873, Page 406, said Register's Office.

10. 20 foot Sanitary Force Main Easement of record in Book 2634, Page 124, said Register's Office.

11. 20 foot Sanitary Sewer Easement of record in Book 3464, page 302, said Register's Office.

12. Landscaping and Underground Easement in favor of Seofon Associates, Ltd., of record in Book 5799, Page 753, said Register's Office.

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

14. Sewer easement carrying an eight inch force main of record in Book 4771 Page 27, said Register's Office.

15. Matters shown on survey of William C. Cockrill, TN RLS No. 1401, of Barge, Waggoner, Sumner and Cannon, Inc., Job No. 31843-01, last revised May 25, 2006.