

Prepared with the advice of Mississippi counsel by: Haynes and Boone, LLP 2505 N. Plano Road Suite 4000 Richardson, Texas 75082-4101 Attn: Sandra G. Wilkinson, Esq. Tel: 972-739-8604	When recorded, return to: c/o Hillwood Development Company, LLC Three Lincoln Centre 5430 LBJ Freeway, Suite 800 Dallas, Texas 75240 Attn: Melinda Northrup Tel: 972-201-2889
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Indexing Instructions: The real property described herein is situated in the Northwest, Southwest, and Southeast Quarters of Section 12, Township 2 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi.

SPECIAL WARRANTY DEED

THAT MISSISSIPPI PURCHASE CORPORATION, a Mississippi corporation ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by DTC 3, L.P., a Delaware limited partnership ("Grantee"), whose address is c/o Hillwood Development Company, LLC, Three Lincoln Centre, 5430 LBJ Freeway, Suite 800, Dallas, Texas 75240 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, (i) all right, title, and interest in that certain tract of real property situated in DeSoto County, Mississippi and described in Exhibit A attached hereto and made a part hereof for all purposes, together with (ii) all right, title, and interest in all and singular the rights, privileges, hereditaments and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon, and (iii) all right, title, and interest in to any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same (collectively, the "Property"). Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iii) above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances, and other matters described in Exhibits B and C attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the 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, subject to the Permitted Exceptions.

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SIGNATURE PAGE(S) FOLLOWS.**

Special Warranty Deed
DeSoto Property—Bldg 3
R-108548_2.DOC

After Recording, Return To:
Baskin, McCarroll, McCaskill & Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0664
File No: 904140 Initials: SDH

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IN WITNESS WHEREOF, Grantor has executed this instrument on the date beneath its signature, to be effective as of the 17 day of June, 2005.

GRANTOR:

MISSISSIPPI PURCHASE CORPORATION,
a Mississippi corporation

By: Hal P. Crenshaw
Name: Hal P. Crenshaw
Title: President
Date: June 17, 2005

Grantor:
c/o Hal Crenshaw
160 Cherry Road
Memphis, Tennessee 38117
Tel: 901-683-5865

Grantee:
c/o Hillwood Development Company, LLC
Three Lincoln Centre
5430 LBJ Freeway, Suite 800
Dallas, Texas 75240
Tel: 972-201-2889

EXHIBIT A
to
Special Warranty Deed

PROPERTY DESCRIPTION

DTC Phase II – Building 3

Commencing at a buggy axle found at the recognized and accepted Southwest corner of Section 12, Township 2 South, Range 8 West in the City of Southaven, Desoto County, Mississippi; thence North 89 Degrees 56 Minutes 19 Seconds East with the south line of said Section 12 a distance of 1651.80 feet to a point in the east line of Revised, Phase I, Trinity Lakes PUD as recorded in Plat Book 73 Pages 32-34 (found iron pin 0.4 feet south); thence North 05 Degrees 01 Minutes 51 Seconds West with said east line a distance of 585.41 feet to an iron pin set at an angle point in said east line; thence North 15 Degrees 18 Minutes 48 Seconds West with said east line a distance of 168.69 feet to an iron pin set on a curve in the south line of Lakemont Drive (50 foot right of way); thence northeastwardly along a curve to the right having a radius of 575.00 feet with the south line of Lakemont Drive a distance of 9.93 feet (chord = North 75 Degrees 15 Minutes 27 Seconds East 9.93 feet, Delta = 00 Degrees 59 Minutes 22 Seconds) to an iron pin set in an east line of said Revised, Phase I, Trinity Lakes PUD; thence North 20 Degrees 20 Minutes 22 Seconds West with said east line a distance of 247.99 feet to an iron pin set, said point being the true point of beginning; thence North 20 Degrees 20 Minutes 22 Seconds West with said east line a distance of 125.72 feet to an iron pin set in the east line of Phase II, Trinity Lakes PUD as recorded in Plat Book 84 Pages 12-13; thence North 00 Degrees 02 Minutes 39 Seconds West with said east line a distance of 312.00 feet to a point in the south line of Lot 3, Phase 2, Desoto Trade Center as recorded in Plat Book 88 Pages 11-12 (found iron pipe 0.7 feet west); thence North 89 Degrees 57 Minutes 21 Seconds East with said south line a distance of 214.78 feet to an iron pin set in the east line of said subdivision; thence North 00 Degrees 03 Minutes 22 Seconds West with said east line a distance of 668.66 feet to an angle point; thence North 13 Degrees 32 Minutes 59 Seconds East with said east line a distance of 106.27 feet to a point on curve; thence northeastwardly along a curve to the left having a radius of 75.00 feet a distance of 166.30 feet (chord = North 26 Degrees 21 Minutes 48 Seconds East 134.27 feet, Delta = 127 Degrees 02 Minutes 42 Seconds) to a point of reverse curve; thence northwestwardly along a curve to the right having a radius of 50.00 feet a distance of 54.62 feet (chord = North 05 Degrees 51 Minutes 50 Seconds West 51.94 feet, Delta = 62 Degrees 35 Minutes 25 Seconds) to a point of compound curve; thence northeastwardly along a curve to the right having a radius of 216.00 feet a distance of 39.88 feet (chord = North 30 Degrees 43 Minutes 14 Seconds East 39.82 feet, Delta = 10 Degrees 34 Minutes 42 Seconds) to a point of tangency in the southeast line of Venture Drive (68 foot right of way); thence North 36 Degrees 00 Minutes 35 Seconds East with the southeast line of Venture Drive a distance of 281.62 feet to a point of curvature; thence northeastwardly along a curve to the right having a radius of 150.00 feet with the southeast line of Venture Drive a distance of 40.75 feet (chord = North 43 Degrees 47 Minutes 29 Seconds East 40.62 feet, Delta = 15 Degrees 33 Minutes 49 Seconds) to a point of reverse curve; thence northeastwardly along a curve to the left having a radius of 150.00 feet with the southeast line of Venture Drive a distance of 40.75 feet (chord = North 43 Degrees 47 Minutes 29 Seconds East 40.62 feet, Delta = 15 Degrees 33 Minutes 49 Seconds) to a point of tangency; thence North 36 Degrees 00 Minutes 35 Seconds East with the southeast line of Venture Drive (90 foot right of way) a distance of 64.00 feet to an iron pin set at a point of curvature; thence northeastwardly along a curve to the right having a radius of 35.00 feet a distance of 55.01 feet (chord = North 81 Degrees 01 Minutes 56 Seconds East 49.52 feet, Delta = 90 Degrees 02 Minutes 42 Seconds) to an iron pin set in the southwest line of South Road (68 foot right of way); thence South 53 Degrees 56 Minutes 44 Seconds East with the southwest line of South Road a distance of 378.23 feet to a point of curvature; thence southeastwardly along a curve to the left having a radius of 859.00 feet with the southwest line of South Road a distance of 332.40 feet (chord = South 65 Degrees 01 Minutes 52 Seconds East 330.33 feet, Delta

Special Warranty Deed
Exhibits

= 22 Degrees 10 Minutes 17 Seconds) to an iron pin set; thence South 11 Degrees 36 Minutes 53 Seconds West a distance of 70.70 feet to an iron pin set at a point of curvature; thence southwestwardly along a curve to the left having a radius of 859.00 feet a distance of 173.66 feet (chord = South 05 Degrees 49 Minutes 23 Seconds West 173.36 feet, Delta = 11 Degrees 34 Minutes 59 Seconds) to an iron pin set at a point of tangency; thence South 00 Degrees 01 Minutes 54 Seconds West a distance of 1131.04 feet to an iron pin set; thence South 45 Degrees 01 Minutes 54 Seconds West a distance of 28.28 feet to an iron pin set; thence North 89 Degrees 58 Minutes 06 Seconds West a distance of 1130.86 feet to the point of beginning and containing 1,601,693 square feet or 36.77 acres.

EXHIBIT B
to
Special Warranty Deed

PERMITTED EXCEPTIONS

1. Right of way to Mississippi Power & Light, filed March 2, 1948 at 9:30 a.m. and recorded in Book 33, Page 524, of the land records of DeSoto County, Mississippi.
2. Linear Detention Basin Easement to Mayfield/New York, Ltd, filed October 14, 2002 at 2:30 p.m., and recorded in Book 430, Page 336, and as amended in the Amended and Restated Linear Detention Basin Easement of record in Book 484, Page 698. Said instrument was subsequently rerecorded on March 11, 2005 in Book 494, Page 396, aforesaid records.
3. Signage and Landscape Easement to Hillwood Fund DTC 1, L.P., and Mayfield/New York, Ltd, filed March 25, 2004 at 2:56 p.m. and recorded in Book 468, Page 83, and subsequently rerecorded in Book 486, Page 182, and further subsequently rerecorded in Book 494, Page 384, aforesaid records, and as recorded on plat in Plat Book 83, Pages 33-34, aforesaid records.
4. 30' drainage easement recorded in Book 335, Page 481, aforesaid records.

EXHIBIT C
to
Special Warranty Deed

DISCLAIMERS, RELEASES AND OTHER COVENANTS

Grantee acknowledges that, except for the special warranty of title contained in this Special Warranty Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that **EXCEPT AS EXPRESSLY PROVIDED IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 14 OF THAT CERTAIN AGREEMENT FOR PURCHASE AND SALE, DATED OF EVEN DATE HERewith, REGARDING THE PROPERTY BY AND AMONG GRANTOR, AFFILIATES OF GRANTOR, AND AFFILIATES OF GRANTEE, GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION (INCLUDING ENVIRONMENTAL CONDITIONS) ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASE GRANTOR OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTE OR OTHER ENVIRONMENTAL CONTAMINATION ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS THAT MAY ARISE UNDER ANY ENVIRONMENTAL LAWS, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED, 42 U.S.C. § 9601 ET SEQ., THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, 42 U.S.C. § 6901 ET SEQ., THE OIL POLLUTION ACT 33 U.S.C. § 2701 ET SEQ., AND THE MISSISSIPPI SOLID WASTE DISPOSAL LAW, MISS. CODE ANN. § 17-17-1 ET SEQ.; THE MISSISSIPPI AIR AND WATER POLLUTION CONTROL LAW, MISS. CODE ANN. § 49-17-1 ET SEQ.; THE MISSISSIPPI UNDERGROUND STORAGE TANK ACT, MISS. CODE ANN. § 49-17-401 ET SEQ. GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS DISCLAIMER AND RELEASE HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS SAME.**