

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 Southeast Quarter 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 5B, 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.

**REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE(S) FOLLOWS.**

Special Warranty Deed  
DeSoto Property—Bldg 5B  
R-108549\_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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6

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:   
Name: Hal P. Crenshaw  
Title: President  
Date: June, 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

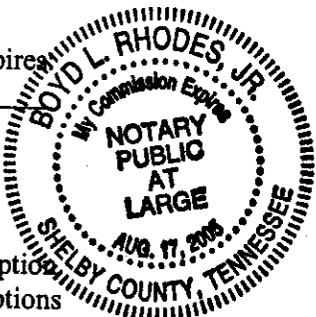
THE STATE OF Tennessee §

COUNTY OF shelby §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of June, 2005, within my jurisdiction, the within named Hal D. Crenshaw, who acknowledged to me that he is president of Mississippi Purchase Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

My commission expires \_\_\_\_\_

(SEAL)



Boyd L. Rhodes, Jr.  
Notary Public

EXHIBITS

- A - Property Description
- B - Permitted Exceptions
- C - Disclaimers, Releases and Other Covenants

**EXHIBIT A**  
to  
Special Warranty Deed

**PROPERTY DESCRIPTION**

**DTC Phase II – Building 5B**

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 3630.46 feet to a point, said point being the true point of beginning; thence North 00 Degrees 03 Minutes 41 Seconds West a distance of 909.59 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 665.25 feet to a point; thence South 48 Degrees 57 Minutes 58 Seconds East a distance of 30.19 feet to a point; thence South 07 Degrees 57 Minutes 50 Seconds East a distance of 897.19 feet to a point in the north line of the College Road Land Co., Inc. property as described in Book 375 Page 186, said point being the in the south line of said Section 12; thence South 89 Degrees 56 Minutes 19 Seconds West with said north line a distance of 811.35 feet to the point of beginning and containing 679999 square feet or 15.61 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.

**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.**