GRANTEE:
Duke Realty Limited Partnership
8888 Keystone Crossing
Suite 1200
Indianapolis, Indiana 46240-2182

SEND TAX BILLS TO:
Same

MAP PARCEL NUMBER:
095-106

BOOK 9521 PG 837

4443 11/26 0101 03[illegible] 21.00

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

L&N CONSULTANTS, INC., a Nevada corporation ("Grantor"), whose mailing address is 1420 Viceroy, P.O. Box 650096, Dallas, Texas 75265, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Grantee"), whose mailing address is 8888 Keystone Crossing, Suite 1200, Indianapolis, Indiana 46240-2182, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee all of that certain real property located in Davidson County, Tennessee, and being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto (said real property, together with such improvements and such rights, benefits, privileges, easements, tenements, hereditaments and appurtenances are hereinafter collectively referred to as the "Property").

This Special Warranty Deed is made and accepted expressly subject to those exceptions (the "Permitted Exceptions") set forth in Exhibit B attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, his successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, unto Grantee, its 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.

Except as specifically stated herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and

extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, or condition accepted by Grantee; and (iv) the compliance of the Property, or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, AND EXCEPT AS EXPRESSLY STATED HEREIN, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TENNESSEE AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Except as expressly stated herein, the conveyance of the Property as provided for herein is made on an "AS IS" and "WITH ALL FAULTS" basis.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the 10 day of November, 1994.

GRANTOR:

L&N CONSULTANTS, INC.,
a Nevada corporation

By: _____
Name: F. Russ Nicholson
Title: Senior Vice President - Commercial Underwriting

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 9, 1994, by F. Russ Nicholson, Senior Vice President - Commercial Underwriting of L&N CONSULTANTS, INC., a Nevada corporation, on behalf of said corporation.

My Commission Expires:

Notary Public, State of Texas

SUE GRISHAM
Notary Public, State of Texas
My Commission Expires 09-30-1997

[SEAL]

Printed Name of Notary

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

I hereby swear or affirm that the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $5,844,000.00, which amount is equal to or greater than the amount which the property transferred would commend at a fair and voluntary sale.

AFFIANT

L&N CONSULTANTS, INC.,
a Nevada corporation

By: _____
Name: F. Russ Nicholson
Title: Senior Vice President - Commercial Underwriting

Subscribed and sworn to before me this 9th day of November, 1994.

Notary Public

My Commission expires:

SUE GRISHAM
Notary Public, State of Texas
My Commission Expires 09-30-1997

Prepared by:

Sharon W. Koplan, Esq.
Lomas Financial Group
1600 Viceroy, 4th Floor
Dallas, Texas 75235

EXHIBIT "A"

BOOK 9521 PG 840

Being a parcel of land in the 1st Civil District, Nashville, Davidson County Tennessee, located North of Interstate I-40, West of Donelson Pike, and South of Elm Hill Pike, more particularly described as follows:

BEGINNING at an iron pin in the East margin of Perimeter Place, being the Northerly corner of Sam Moore, et al,

Thence, with a curve to the right along the East margin of Perimeter Place, said curve having a central angle of 49 degrees 17 minutes 03 seconds, a radius of 301.95 feet, a chord of 251.80 feet, bearing North 33 degrees 03 minutes 53 seconds East, and a curve length of 259.73 feet to a concrete monument.

Thence, North 57 degrees 42 minutes 27 seconds East, 115.35 feet to an iron pin,

Thence, with a curve to the right having a central angle of 32 degrees 57 minutes 52 seconds, a radius of 390.82 feet, a chord of 221.77 feet, bearing North 74 degrees 11 minutes 23 seconds East, and a curve length of 224.85 feet to a concrete monument,

Thence, South 09 degrees 19 minutes 41 seconds East, 201.32 feet to an iron pin,

Thence, leaving Perimeter Place South (00) No degrees 41 minutes 52 seconds West, 49.34 feet to an iron pin,

Thence, South 36 degrees 36 minutes 50 seconds East, 369.24 feet to an iron pin,

Thence, South 53 degrees 22 minutes 10 seconds West, 40.14 feet to an iron pin,

Thence, South 36 degrees 36 minutes 50 seconds East, 57.59 feet to a point in the Westerly line of Sam Moore, et al,

Thence, South 42 degrees 31 minutes 37 seconds West, with said Moore, 243.40 feet to an iron pin,

Thence, South 29 degrees 30 minutes 03 seconds West, 146.37 feet to an iron pin,

Thence, South 63 degrees 19 minutes 40 seconds West, 280.45 feet to an iron pin,

Thence, North 36 degrees 34 minutes 06 seconds West, 644.77 feet to the POINT OF BEGINNING.

The Grantor's source of interest in the property is a Deed recorded in Book 9366, Page 927, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

BOOK 9521 PG 841

DESCRIPTION OF PERMITTED EXCEPTIONS

1. Any shortages in area.

2. Taxes and assessments for the year 1994 and thereafter, not yet due or payable.

3. General Notes as set out on legend of plat recorded in Plat Book 6900, Page 81 in the Register's Office of Davidson County, Tennessee.

4. Twenty (20) foot Drainage Easement (abandoned) as shown by dotted lines on plat recorded in Plat Book 6900, Page 81 in the Register's Office of Davidson County, Tennessee, and as shown by survey prepared by Gregory E. Daniels, Registered Land Surveyor for the State of Tennessee, No. 1489, dated October 12, 1994.

5. Twenty (20) foot Drainage Easement as shown by dotted lines on plat recorded in Plat Book 6900, Page 81 in the Register's Office of Davidson County, Tennessee, and as shown by survey prepared by Gregory E. Daniels, Registered Land Surveyor for the State of Tennessee, No. 1489, dated October 12, 1994.

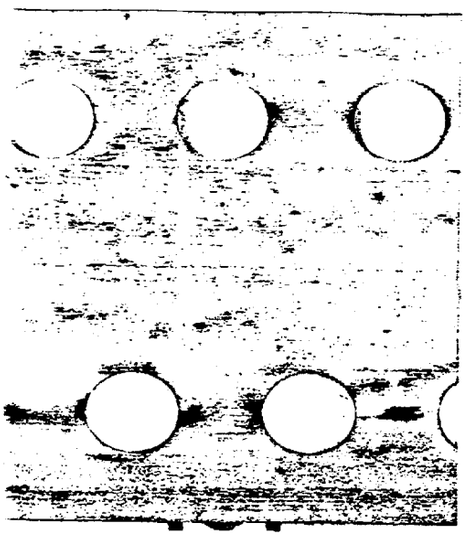
6. Fifteen (15) foot Public Utilities Easement as shown by dotted lines on Plat recorded in Plat Book 6900, Page 81, in the Register's Office of Hamilton County, Tennessee, and as shown by survey prepared by Gregory E. Daniels, Registered Land Surveyor for the State of Tennessee, No. 1489, dated October 12, 1994.

7. Ingress and Egress Easement of record in Book 7130, Page 674, in the Register's Office of Davidson County, Tennessee, as shown by plat of record in Plat Book 6900, Page 81 in the Register's Office of Davidson County, Tennessee, and as shown by survey prepared by Gregory E. Daniels, Registered Land Surveyor for the State of Tennessee, No. 1489, dated October 12, 1994.

8. Rights of tenants in possession under existing leases.

IDENTIFICATION REFERENCE
09342
94 NOV 16 2:10:39





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9521 PG 842

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
5844000.00
CON TX 21622.80
PRFEE 1.00
WDEED 20.00
TOTAL 21643.80
CHECK 21643.80
0110 0001 4443

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09342
IDENTIF. & REFERENCE

94 NOV 16 AM 10:39

REGISTER

No. 854515