Prepared by: J. Greer Cummings, Jr.
Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600
Nashville, TN 37219

Address new owner as follows:	Send tax bills to:	Map-Parcel Nos:
US Office Holdings, L.P. 17101 Preston Road Suite 230 Dallas, TX 75248	Same	Map 95 Parcel 108

PICK-UP

Davidson County DEEDWARR
Recvd: 12/29/00 10:35 6pgs
Fees:27.00 Taxes:63640.00
20001229-0127376

SPECIAL WARRANTY DEED

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

THAT US OFFICE III, L.P., formerly known as US Office II, L.P., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by US OFFICE HOLDINGS, L.P., a Texas limited partnership ("Grantee"), whose mailing address is 17101 Preston Road, Suite 230, Dallas, Texas 75248, the receipt and sufficiency of which consideration are hereby acknowledged, and upon and subject to the exceptions, terms and provisions hereinafter set forth and described, has BARGAINED and SOLD, and by these presents does hereby TRANSFER and CONVEY, unto Grantee, its successors and assigns, certain real property situated in Davidson County, Tennessee, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all rights, tenements, hereditaments, easements, privileges and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to (i) any and all roads, alleys, streets and rights-of-way bounding the real property described on Exhibit A and (ii) all strips or gores (collectively the "Property").

This conveyance, and all covenants and warranties contained herein, are made subject and subordinate to those exceptions (collectively, the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

This is improved property known as Highland Ridge Phase II, 555 Marriott Drive, Nashville, Tennessee 37210.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and representatives, to WARRANT AND FOREVER DEFEND the title to the Property to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the matters set forth above, except that no warranty is made as to the amount of acreage in the Property.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, (i) ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT OF SALE BETWEEN GRANTOR AND GRANTEE, DATED MARCH 31, 2000, OR ANY DOCUMENTS DELIVERED PURSUANT THERETO, GRANTOR HAS NOT MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE INCOME OR EXPENSES FROM OR OF THE PROPERTY, OR ANY OTHER MATTERS; AND (ii) ACCEPTS THE PROPERTY, AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY TO GRANTEE IS MADE BY GRANTOR, ON AN "AS IS, WHERE IS" BASIS.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all property taxes on the Property for the year 2000 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the 29 day of December, 2000, to be effective for all purposes as of December 28, 2000.

US OFFICE III, L.P., formerly known as
US Office II, L.P., a Texas limited partnership

By: USI Investments, Inc., General Partner

By: _____

Name: J. Greer Cummings, Jr.
Title: Assistant Secretary

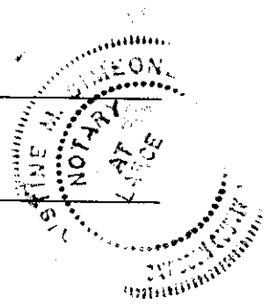
THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, Kristine M. Simeone, Notary Public, J. Greer Cummings, Jr., with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Assistant Secretary of USI Investments, Inc., a Delaware corporation, and that said corporation is the General Partner of US Office III, L.P., formerly known as US Office II, L.P., a Texas limited partnership, and is authorized by said corporation, said corporation being authorized by US Office III, L.P., to execute this instrument on behalf of US Office III, L.P.

WITNESS my hand, at office, this 29th day of December, 2000.

Kristine M. Simeone
Notary Public

My Commission Expires: 7/26/03



THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $17,200,000.00.

J. Greer Cummings, Jr.
Affiant

Subscribed and sworn to before me, this 29th day of December, 2000.

Kristine M. Simeone
Notary Public

My Commission Expires: 7/26/03

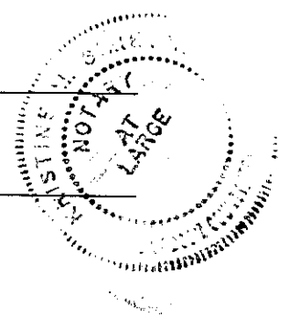


EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 2, on the Plan of Section Two, Highland Ridge, as shown on plat of record in Plat Book 5800, page 183, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to US Office II, L.P., by deed of record in Book 10260, page 406, Register's Office for Davidson County, Tennessee. The said US Office II, L.P. now known as US Office III, L.P. by Certificate of Name Change on file with the Tennessee Secretary of State.

TOGETHER with non-exclusive reciprocal easement for ingress and egress as set forth in Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 6055, page 777, as amended and restated in Book 6408, page 640. Said Amendment and Restatement was re-recorded in Book 6409, page 17.

TOGETHER with rights, if any, as set forth in Restrictive Covenants of record in Book 7374, page 643.

TOGETHER with a non-exclusive easement to the sign parcel as set forth in Restrictive Covenants and Easements of record in Book 7713, page 578.

EXHIBIT B

1. Taxes for the year 2000 and subsequent years.

2. Restrictive Covenants of record in Book 5762, pages 691 through 722.

3. Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 6055, page 777, as amended and restated in Book 6408, page 640. Said amendment and restatement was re-recorded in Book 6409, page 17.

4. Restrictive Covenants of record in Book 7374, page 643.

5. Development Agreement of record in Book 5762, page 677.

6. Restrictive Covenants and easements of record in Book 7713, page 578.

7. All matters shown on Plat recorded in Book 5800, page 183, including but not limited to:

   (a) 15' Minimum Building Setback Line from Marriott Drive;
   (b) 60' Minimum Building Setback Line from easterly and southerly boundary;
   (c) 12' Sanitary Sewer line running through the easterly portion of the subject property;
   (d) 10' Public Utility Easement running through the westerly portion of the subject property; and
   (e) Restrictions as set forth in Owner's Certificate.

8. Rights of tenants in possession under unrecorded lease(s).

9. Easements as retained in the closing of Old Elm Hill Pike as closed by City Ordinance No. 81-71 C. (Easement Tracts)

10. Sewer Easement of record in Book 5699, page 245. (Easement Tracts)

11. All matters shown on Plat recorded in Book 6900, page 822. (Easement Tracts)

12. Easement(s), as set forth in instrument recorded in Book 2663, page 127. (Easement Tracts)

13. Restrictions and easements as contained in Book 2903, page 531. (Easement Tracts)

14. Sewer Easement of record in Book 4365, page 622. (Easement Tracts)

15. All matters shown on the survey of the subject property prepared by Ragan-Smith Associates, Inc., David A. Johnson, R.L.S. No. 1352, dated June 14, 1984, last revised September 5, 2000, Job No. 73-260.