Davidson County DEEDWARR
Recvd: 01/03/06 15:32 5 pgs
Fees:28.00 Taxes:76035.00
20060103-0000711

Prepared by: J. Greer Cummings, Jr.
Boult, Cummings, Conners & Berry, PLC
1600 Division Street, Suite 700
Nashville, TN 37203

Address new owner as follows:	Send tax bills to:	Map-Parcel Nos.:
HR Nash, LLC, et al. c/o USAA Real Estate Company 9830 Colonnade Boulevard Suite 600 San Antonio, TX 78230-2239	Same	Map 95 Parcel 108

SPECIAL WARRANTY DEED

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

THAT US OFFICE HOLDINGS, 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 the Grantees hereinafter named, whose mailing address is c/o USAA Real Estate Company, 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas 78230-2239, 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 HR Nash, LLC, a Tennessee limited liability company, a thirty percent (30%) undivided interest, and SVF Highland Ridge, LLC, a Delaware limited liability company, a seventy percent (70%) undivided interest, as tenants in common (collectively, "Grantees"), their 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) 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.

This is improved property known as Highland Ridge 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 Grantees, their successors and assigns, forever.

Grantor covenants with the Grantees 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 Grantees, their 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.

By acceptance of this Special Warranty Deed, Grantees assume payment of all property taxes on the Property for the year 2006 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the 30 day of December, 2005, to be effective for all purposes as of December 30, 2005.

US OFFICE HOLDINGS, L.P., a Texas limited partnership

By: Blue Capital Investments, Inc., its General Partner

By: _____
Name: J. Grees Cummings, IV.
Title: Assistant Secretary

THE STATE OF TENNESSEE §
§
COUNTY OF Davidson §

Personally appeared before me, Barbara Kimmins, 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 Blue Capital Investments, Inc., a Delaware corporation, and that said corporation is the General Partner of US Office Holdings, L.P., a Texas limited partnership, and is authorized by said corporation, said corporation being authorized by US Office Holdings, L.P., to execute this instrument on behalf of US Office Holdings, L.P.

WITNESS my hand, at office, this 30th day of December, 2005.

Barbara Kimmins
Notary Public

My Commission Expires: 9/22/07

BARBARA KIMMINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

THE STATE OF TENNESSEE §
§
COUNTY OF Davidson §

The actual consideration or value, whichever is greater, for this transfer is $20,550,000.00.

J. Greer Cummings, Jr.
Affiant

Subscribed and sworn to before me, this 30th day of December, 2005.

Barbara Kimmins
Notary Public

My Commission Expires: 9/22/07

BARBARA KIMMINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT A

LEGAL DESCRIPTION

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 Holdings, L.P., by deed of record in Instrument No. 200012290127376, Register's Office for Davidson County, Tennessee.

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 office park entrance sign parcel as set forth in Restrictive Covenants and Easements of record in Book 7713, page 578.

EXHIBIT B

1. Taxes for the year 2006, a lien, which are not yet due and payable.

2. Rights of tenants in possession as "Tenants Only" under unrecorded leases.

3. Restrictive Covenants of record in Book 5762, page 691 through 722.

4. 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 rerecorded in Book 6409, page 17.

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

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

7. Restrictive Covenants and Easements of record in Book 7713, page 578.

8. All matters shown on the plat of record in Book 5800, page 183.

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

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

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

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

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

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

15. Matters that would be shown by a current survey of the Property.