Davidson County DEEDWARR
Recvd: 05/19/06 14:47 6 pgs
Fees:33.00 Taxes:57720.00
20060519-0059323

After recording return to:

Kronish Lieb Weines & Hellerman LLP
1114 Avenue of the Americas
New York, New York 10036
Attn: Thomas O'Connor, Esq.

SPECIAL

WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Compson CMI Holdings LLC 980 North Federal Highway, Suite 314 Boca Raton, Florida 33432 Attn: Michael Comparato	Compson CMI Holdings LLC 980 North Federal Highway, Suite 314 Boca Raton, Florida 33432 Attn: Michael Comparato	108-27.00

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee (as defined below) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, FIRSTCAL INDUSTRIAL 2 ACQUISITION, LLC, a Delaware limited liability company (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey unto COMPSON CMI HOLDINGS LLC, a Delaware limited liability company (the "Grantee"), and its respective successors, heirs, and assigns, certain real estate in Davidson County, Tennessee as described on Exhibit A attached hereto and made a part hereof (the "Property").

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, hereby affirm that to the best of my knowledge, information and belief, the actual consideration paid by Grantee for this transfer or value of the property transferred to the Grantee, whichever is greater, is $15,600,000.00, which amount is equal to or greater than the amount which the property transferred to the Grantee would command at a fair and voluntary sale.

Subscribed and sworn to before me this the 26 day of April, 2006

FIRSTCAL INDUSTRIAL 2 ACQUISITION, LLC, a Delaware limited liability company

By: FirstCal Industrial 2, LLC, a Delaware limited liability company, its sole member

By: FR FirstCal 2, LLC, a Delaware limited liability company, its managing member

First Industrial Development Services, Inc., a Maryland corporation, its sole member

"OFFICIAL SEAL"
CHRISTEN A. PARKER
Notary Public, State of Illinois
My Commission Expires 6/02/08

By: _____

Its: Andrea Kim, Authorized Signatory

My commission expires: 6-2-08
(Affix Seal)

_____
Notary Public

This is unimproved ( ) improved (X) property, known as the Metropolitan Airport Center, 2957 Elm Hill Pike, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, subject to those encumbrances set forth on Exhibit B attached hereto, to the Grantee, its successors, heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, and has a good right to convey it.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors, heirs and assigns, against the lawful claims of all persons, claiming by, through or under the Grantor.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[Signature Page Follows]

FIRSTCAL INDUSTRIAL 2 ACQUISITION, LLC, a Delaware limited liability company

By: FirstCal Industrial 2, LLC, a Delaware limited liability company, its sole member

By: FR FirstCal 2, LLC, a Delaware limited liability company, its managing member

By: First Industrial Development Services, Inc., a Maryland corporation, its sole member

By: _____
Name: _____
Its: Andrea Kim
Authorized Signatory

This document was prepared by:

Joseph D. Lambert, Esq.
Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLP
333 W. Wacker Drive, Suite 2700
Chicago, IL 60606

STATE OF Illinois

COUNTY OF Cook

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Anarea Kim, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his/her oath, acknowledged himself/herself to be the Authorized Signatory of First Industrial Development Services, Inc., the sole member of FR FirstCal 2 LLC, the managing member of FirstCal Industrial 2, LLC, the sole member of FirstCal Industrial 2 Acquisition, LLC, the within named grantor, and that he/she, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such Authorized Signatory as his/her free act and deed.

Witness my hand and official seal, at office in Chicago, IL, this 26 day of April, 2006.

Christen A. Parker
Notary Public

My Commission Expires: 6·2·08

(Seal)

"OFFICIAL SEAL"
CHRISTEN A. PARKER
Notary Public, State of Illinois
My Commission Expires 6/02/08

Exhibit A

2957 Elm Hill Pike, Nashville, TN

Property located in the 14th Councilmanic District of Davidson County, Tennessee, being described according to a survey by Ragan-Smith-Associates, Inc., dated August 28, 1998; Job No. 98-064/5819 as follows:

Beginning at on existing iron pin in the southerly margin of Elm Hill Pike; said pin being the northwest corner of the herein-described tract and the northeast corner of the Metropolitan Nashville Airport Authority property of record in Book 9558, page 684, R.O.D.C., Tennessee; thence with the margin of Elm Hill Pike, S 58 degrees 25 minutes 09 seconds E, 652.15 feet to a existing iron pin; thence with a curve to the left having a radius of 994.93 feet, a delta of 5 degrees 54 minutes 34 seconds, a tangent of 51.35 feet, a chord length of 102.57 feet; said chord having a bearing of S 61 degrees 22 minutes 22 seconds E and an arc length along said curve of 102.62 feet to an existing iron pin; thence leaving the margin of Elm Hill Pike with the westerly line of a cemetery S 10 degrees 21 minutes 41 seconds W 408.31 feet to an iron pin set in the new north right of way line of Interstate 40 as of record in Deed Book 6966, page 227, R.O.D.C. Tennessee; with said new right of way line N 70 degrees 28 minutes 52 seconds W, 949.09 feet to an existing iron pin; thence S 86 degrees 58 minutes 45 seconds W, 35.08 feet to a point in the center of McCrory Creek, said point being the southeast corner of Metro Airport Center, Section 5 - Phase 4 of record in Book 9700, page 375, R.0.D.C., Tennessee; thence with the center of McCrory Creek N 10 degrees 00 minutes 35 seconds E, 47.76 feet to a point; thence N 53 degrees 14 minutes 17 seconds E. 152.52 feet to a point; thence, N 30 degrees 52 minutes 02 seconds E, 152.21 feet to a point, said point being the southeast corner of the Nashville Metropolitan Airport property, aforementioned, thence continuing with said creek, N 35 degrees 34 minutes 21 seconds E, 255.85 feet to the Point of Beginning and containing 9.45 acres, more or less as calculated by the above courses which were determined within the precision requirements of a class "Urban" ALTA/ACSM Land Title Survey of 1992.

Being the same property conveyed to FirstCal Industrial 2 Acquisition, LLC, a Delaware limited liability company by Special Warranty Deed from Duke Realty Limited Partnership, an Indiana limited partnership of record in Instrument No. 20051012-0122855, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2006 and subsequent years, which are not yet due and payable.

2. Declaration of Covenants, Conditions and Restrictions of record in Book 6477, page 870, and Book 6973, page 359, Register's Office for Davidson County, Tennessee.

3. By-laws of record in Book 6477, page 890, said Register's Office.

4. Dedication of Easement for Sanitary Sewers and/or storm Drainage of record in Book 8307, page 997, said Register's Office.

5. Restrictive Covenants of record in Book 4339, page 881, in said Register's Office, which contains a clearance zone Federal Aviation Regulation, Part 77 5/1/65 (building height restriction).

6. Rights of tenants in possession, as tenants only, under unrecorded leases.

7. Easement for the flow of the waters of a creek, and the rights of the public therein.

8. Rights of upper and lower riparian owners to the flow of the waters of a creek, free from diminution or pollution.

9. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of a creek.