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This instrument prepared by:
Alan A. Kelly, Esq.
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
1031 EP1, Inc. 630 North San Mateo Drive San Mateo, California 94401 Attention: David Kuns	Woodbridge Apartment Associates, LP 3701 Executive Center Drive, Suite 110 Austin, Texas 78731 Attention: Shaun Brannon	Map 134, Parcel 278.00; Map 134, Parcel 033.00

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, First Industrial, L.P., a Delaware limited partnership, as Grantor, has this day bargained and sold, and does hereby transfer and convey unto 1031 EP1, Inc., a California corporation, the Grantee herein, its successors, heirs, and assigns, certain real estate in Nashville, Davidson County, Tennessee as described on Exhibit A attached hereto and made a part hereof.

The real estate consists of unimproved ( ) improved (X) properties, known as (a) 460-470 Metroplex Drive, and (b) 1150 Antioch Pike.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors, heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on Exhibit B attached hereto.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

FIRST INDUSTRIAL, L.P., a Delaware limited partnership

By: **FIRST INDUSTRIAL REALTY TRUST, INC.**, a Maryland corporation and its sole general partner

By: Elizabeth Jaworski
Name:
Its: **Elizabeth Jaworski**
Authorized Signatory

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, hereby affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $13,285,000.00.

Subscribed and sworn to before me this the 20th *day of December, 2007.*

Elizabeth Jaworski
Affiant

My commission expires: 7/3/10
(Affix Seal)

Vianey Preciado
Notary Public

"OFFICIAL SEAL"
VIANEY PRECIADO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/3/2010

STATE OF ILLINOIS

COUNTY OF COOK

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Elizabeth Jaworski, 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 Realty Trust, Inc., a Maryland corporation and the sole general partner of First Industrial, L.P., a Delaware limited partnership, and that he/she, as such _____, 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 _____ as his/her free act and deed.

Witness my hand and official seal, at office in Chicago, IL, this 20th day of December, 2007.

Vianey Preciado
Notary Public

My Commission Expires: 7/3/10

(Seal)

"OFFICIAL SEAL"
VIANEY PRECIADO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/3/2010

Return to:
Silicon Valley Law Group
25 Metro Drive, 6th Floor
San Jose, California 95110
Attn: Frank Maiorana

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

460-470 Metroplex Drive, Nashville, Tennessee

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located on the northerly side of Metroplex Drive, and being more particularly described as follows:

Beginning at a concrete monument in the northerly margin of Metroplex Drive, said point being westerly 1,358 feet, more or less, from the northerly margin of Harding Place, said point also being the southwesterly corner of the property conveyed to South Texas Paddock Parking Operations by deed of record in Book 10733, page 834, R.O.D.C., and the southeasterly corner of the herein-described parcel;

Thence, with said northerly margin of Metroplex Drive the following calls:

N 87° 44' W, 486.57 feet to a point;

N 02° 16' E, 15.00 feet to a point;

N 87° 44' W, 35.00 feet to a point;

Thence leaving said northerly margin with the easterly line of Section Eight, Metroplex, as of record in Book 6200, Page 317, R.O.D.C., N 02° 16' E, 380.90 feet to a point;

Thence, continuing with said easterly line, N 10° 27' 50" W, 212.39 feet to a point;

Thence, leaving said easterly line with the southerly line of the property conveyed to Metroplex West, by deed of record in Book 6903, Page 733, R.O.D.C., N 88° 33' 17" E, 465.19 feet to a concrete monument;

Thence, S 83° 07' 36" E, 179.86 feet to a concrete monument;

Thence, S 43° 38' 36" E, 90.00 feet to a concrete monument in the westerly line of the property conveyed to South Texas Paddock Parking Association;

Thence, with said westerly line, S 30° 53' 18" W, 291.76 feet to a point;

Thence, continuing with said westerly line, S 02° 16' W, 300.00 feet to the point of beginning.

Containing 353,403 square feet or 8.11 acres, more or less.

Being part of the same property conveyed to First Industrial, L.P. from Metropolitan Life Insurance Company of record in Book 10651, page 934, in the Register's Office of Davidson County, Tennessee.

The above legal description was derived from the ALTA/ACSM Land Title Survey File No. 33821-00 prepared by William C. Cockrill of Barge, Waggoner, Sumner & Cannon, Inc., RLS No. 1401, whose address is 211 Commerce Street, Suite 600, Nashville, Tennessee.

1150 Antioch Pike, Nashville, Tennessee

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF NASHVILLE DAVIDSON COUNTY, TENNESSEE, LOCATED ON ANTIOCH PIKE NORTH OF HARDING PLACE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE NORTH MARGIN OF ANTIOCH PIKE, SAID PIN BEING THE SOUTHWEST CORNER OF B.W. & W. T. VAUGH OF RECORD IN BOOK 2272, PAGE 159, R.O.D.C, AND BEING 500 FEET, MORE OR LESS, NORTWEST OF CENTERLINE OF CSX RAILROAD;

THENCE, WITH SAID NORTHERLY MARGIN OF ANTIOCH PIKE AND A CURVE TO THE LEFT 345.42 FEET TO AN IRON PIN IN THE SOUTHEAST CORNER OF MILL CREEK SUBDIVISION OF RECORD IN BOOK 1424, PAGE 8, R.O.D.C., SAID CURVE HAVING A CENTRAL ANGLE OF 10° 34' 05", A RADIUS OF 1872.70 FEET AND A CHORD OF N 64° 40' 01" W., 344.93 FEET;

THENCE, LEAVING SAID ANTIOCH PIKE, N 16° 32' 05" E, 179.90 FEET TO AN IRON PIN;

THENCE, N 72° 37' 10" W, 508.16 FEET TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT NO. 1 OF SAID SUBDIVISION;

THENCE, N 20° 41' 52" E, 590.22 FEET TO A POINT IN THE SOUTHERLY MARGIN OF CSX TRANSPORTATION;

THENCE, WITH SAID SOUTHERLY MARGIN, S 46° 58' 18" E, 1039.72 FEET TO AN IRON PIN IN SORGHUM BRANCH;

THENCE, WITH SAID BRANCH, S 32° 58' 05" W, 45.08 FEET TO A POINT;

THENCE, S 25° 32' 56" W, 61.00 FEET TO A POINT;

THENCE, S 16° 25' 11" W, 41.00 FEET TO AN IRON PIN IN THE NORTH LINE OF B. W. & W. T. VAUGHN;

THENCE, WITH SAID NORTH LINE, N 73° 37' 43" W, 102.05 FEET TO AN IRON PIN;

THENCE, WITH VAUGHN'S WEST LINE, S 16° 34' 02" W, 220.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 417,753 SQUARE FEET OR 9.59 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO FIRST INDUSTRIAL, L.P., A DELAWARE LIMITED PARTNERSHIP BY SPECIAL WARRANTY DEED FROM METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION OF RECORD IN BOOK 10651, PAGE 934, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

As to all of the parcels:

(1) Taxes not yet due and payable.

(2) All matters arising out of any act of Grantee or Grantee's representatives.

(3) Local, state and federal laws, ordinances, rules and regulations, including, but not limited to, zoning ordinances.

(4) Matters that would appear in a complete and accurate survey of the land.

As to 460-470 Metroplex Drive, Nashville, Tennessee

(1) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4435, page 50, in the Register's Office of Davidson County, Tennessee.

(2) Storm Water Detention Agreement of record in Book 5861, page 405, and Book 6829, page 288, in the Register's Office of Davidson County, Tennessee.

(3) Easement for the flow of the waters of the Sorghum Branch river (or creek), and the rights of the public therein.

(4) Rights of upper and lower riparian owners to the flow of the waters of the Sorghum Branch river (or creek), free from diminution or pollution.

(5) Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Sorghum Branch river (or creek).

(6) Any portion of the land lying within a flood zone.

(7) Rights of tenants under unrecorded leases.

As to 1150 Antioch Pike, Nashville, Tennessee

(1) (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

(2) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8131, page 863, in the Register's Office of Davidson County, Tennessee.

(3) Charter Right of Way of CSX Transportation/Railroad.

(4) That portion of the land within any streets, roads or highways.

(5) Easement for the flow of the waters of the Sorghum Branch, and the rights of the public therein.

(6) Rights of upper and lower riparian owners to the flow of the waters of the Sorghum Branch, free from diminution or pollution.

(7) Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Sorghum Branch.