File 35
CTIC (JBP)

This instrument prepared by:
Douglas J. Lubelchek, Esq.
Neal, Gerber & Eisenberg
Two North LaSalle Street
Chicago, Illinois 60602

Davidson County DEEDWARR
Recvd: 12/28/01 13:38 7pgs
Fees:38.00 Taxes:111000.00



20011228-0143717

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Parkway Properties LP (NAME)	Parkway Properties LP (NAME)	Map 93-2-3, Parcel 188
PO Box 24647 (STREET ADDRESS OR ROUTE NUMBER)	PO Box 24647 (STREET ADDRESS)	
Jackson, MS 39225 (CITY) (STATE) (ZIP)	Jackson, MS 39225 (CITY) (STATE) (ZIP)	

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 are hereby acknowledged, EOP-NB PLAZA LIMITED PARTNERSHIP, a Delaware limited partnership, has this day bargained and sold, and does hereby transfer and convey unto the said PARKWAY PROPERTIES LP, a Delaware limited partnership, the Grantee herein, its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

STATE OF
COUNTY OF

The actual consideration or value whichever is greater, for this transfer is $30,000,000.00
Subscribed and sworn to before me this the 19th day of December, 2001

OFFICIAL SEAL
KIMBERLY M. SEDLAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-26-2002

Affiant

Notary Public

My commission expires:

(Affix Seal)

This is improved property, known as Bank of America Tower, 414 Union Avenue, Nashville, Tennessee

NGEDOCS:14845.0526:689265.1

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever, it covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

It further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under the grantor, but not otherwise, subject to the permitted exceptions attached as Exhibit B hereto and made a part hereof.

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.

Witness its hand this 1ST day of December, 2001, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

EOP - NB PLAZA LIMITED PARTNERSHIP, a Delaware limited partnership

By: EOP-NB GP, L.L.C., a Delaware limited liability company, its general partner

By: EOP Operating Limited Partnership, a Delaware limited partnership, its sole member

By: Equity Office Properties Trust, a Maryland real estate investment trust, its general partner

By: _____
Name: MATTHEW T. GWOREK
Title: VICE PRESIDENT

STATE OF IL
COUNTY OF Cook

Personally appeared before me, MATTHEW T. GWOREK, a Notary Public in and for said County and State, HE, as VICEPRESIDENT of Equity Office Properties Trust, general partner of EOP Operating Limited Partnership, acting as sole member of EOP-NB GP, L.L.C., general partner of EOP - NB Plaza Limited Partnership, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that HE executed the within instrument for the purposes therein contained.

Witness my hand, at office in CHICAGO, this 2nd day of December, 2001.

Notary Public

My Commission Expires:

OFFICIAL SEAL
KIMBERLY M. SEDLAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-26-2002

NGEDOCS:14845.0526:689265.1

EXHIBIT A

PARCEL 1

BEING A PARCEL OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, NINETEENTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED ON THE EASTERLY SIDE OF FIFTH AVENUE NORTH BETWEEN UNION STREET AND DEADERICK STREET, BEING LOT NO. E-1, AS SHOWN ON THE PLAN OF COMMERCE PLACE AS OF RECORD IN BOOK 4885, PAGE 78, R.O.D.C., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT COORDINATES NORTH 646,151.41, EAST 1,769,454.77, TENNESSEE STATE PLANE COORDINATE SYSTEM, SAID IRON PIN BEING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF UNION STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE NORTH; THENCE, WITH SAID EASTERLY RIGHT-OF-WAY LINE N 27 13' 06" W, 230.12 FEETTO A LEAD PLUG AT COORDINATES NORTH 646,356.05, EAST 1,769,349.51, SAID PLUG BEING AT THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEADERICK STREET; THENCE, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE N 62 48' 35" E, 63.00 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE WITH THE WESTERLY LINE OF LOT NO. E-2 AS SHOWN ON SAID PLAN OF COMMERCE PLACE, THE FOLLOWING CALLS: S 27 11' 25" E, 17.75 FEET TO A POINT; S 72 11' 25" E, 284.61 FEET TO A POINT; S 27 37' 02" E, 8.90 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF UNION STREET; THENCE, WITH SAID LINE S 62 19' 38" W, 264.20 FEET TO THE POINT OF BEGINNING.CONTAINING 36,677 SQUARE FEET OR 0.84 ACRE, MORE OR LESS. BEING THE SAME PROPERTY CONVEYED TO ZML-NATIONSBANK PLAZA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP BY DEED FROM METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION OF RECORD IN BOOK 9172, PAGE 273, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID ZML-NATIONSBANK PLAZA LIMITED PARTNERSHIP HAVING SINCE CHANGED IT NAME TO EOP-NB PLAZA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP BY AFFIDAVIT OF NAME CHANGE OF RECORD IN BOOK 10565, PAGE 159, SAID REGISTER'S OFFICE.

PARCEL 2 (EASEMENT)

NONEXCLUSIVE EASEMENTS FOR PEDESTRIAN ACCESS, MOTOR VEHICULAR ACCESS, PARKING, SERVICE, SUPPORT AND UTILITIES AS CREATED BY RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 5253, PAGE 786, AS SUPPLEMENTED BY FIRST SUPPLEMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 5522, PAGE 84, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND AS FURTHER SUPPLEMENTED BY SECOND SUPPLEMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 9172, PAGE 280, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PARCEL 3 (EASEMENT)

RIGHT TO THE USE OF ALLOCATED PARKING SPACES AND RIGHT TO RECEIVED REVENUE DERIVED FROM THE OPERATION OF PARKING GARAGE AS SET FORTH IN THAT CERTAIN PARKING CONCESSION AGREEMENT OF RECORD IN BOOK 8528, PAGE 154, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AS AMENDED BY FIRST AMENDMENT TO PARKING CONCESSION AGREEMENT OF RECORD IN BOOK 9172, PAGE 286, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

1. Matters arising by, through or under Purchaser.

2. Matters disclosed by survey dated November 21, 2001 prepared by Barge Waggoner Sumner & Cannon, Inc. as Job. NO. 3305-14.

3. General and special taxes and assessments for 2001 and subsequent years.

4. Rights of tenants and subtenants under the Leases.

5. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.

6. Restrictive covenants contained in deeds ("the Deed") of record in Book 4545, page 133, Book 4544, page 651, Book 4641, page 567 and Book 4942, page 336, Register's Office for Davidson County, Tennessee. The Deeds contains reverter clauses. However,, pursuant to the terms of that certain certificate of compliance or record in Book 5136, page 193, Register's Office for Davidson County, Tennessee, as corrected by Instrument of Correction of record in Book 5252, page 353, Register's Office for Davidson County,Tennessee, the restrictions contained in the unrecorded contracts (the"Restrictions") referred to in the Deeds under which the reverter clause could be invoked were satisfied. (affects parcels 1 and 2).

7. Central Loop G.N.R.P. Project Restrictions of record in Book 4464, page 522, Register's Office for Davidson County, Tennessee. (affects parcels 1 and 2)

8. Terms, provisions, conditions and restrictions contained in Reciprocal Easements and Common Area Operating Agreement of record in Book 5253, page 786, as supplemented in First Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 5522, pagd 84, Register's Office for Davidson County, Tennessee, and as further supplemented by Second Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 9172, page 280, Register's Office for Davidson County, Tennessee. (affects parcels 1 and 2)

9. Lease between Commerce Place Venture and Commerce Union Bank of record in Book 4942, page 462, Register's Office for Davidson County, Tennessee. (Affects parcels 1 and 2)

10. Grant of Easement to Metropolitan Development and Housing Agency of record in Book 4942, Page 353, Register's Office for Davidson County, Tennessee. (affects parcels 1 and 2)

11. Parking Concession Agreement among SMWNPF Holding, Inc. Commerce Place Venture, Sovran Bank/Tennessee and Carter & Associates Enterprises, Inc. of record in Book 8528, page 154, Register's Office for Davidson County,Tennessee, as amended by First Amendment to Parking Concession Agreement of record in Book 9172, page 286, Register's Office for Davidson County,Tennessee. (affects parcels 1 and 2)

12. All matters and notes appearing on the Plan of Commerce Place Block "E" of record in Plat Book 4885, page 78, Register's Office for Davidson County,Tennessee. (affects parcel 1)

13. Terms and conditions of that certain lease agreement by and between Metropolitan Life Insurance Company, as Landlord, and Boult, Cummings, Conners & Berry, as Tenant, a Memorandum of which appears of record in Book 8820, page 334, Register's Office for Davidson County, Tennessee. (affects parcel 1)