BILL GARRETT, Davidson County
Trans:T20130061198 DEEDWARRSP
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Fees:38.00 Taxes:158175.00
20130718-0074226

Return to and
This instrument prepared by:
Steven M. Hendrix
Forman Perry Watkins Krutz & Tardy LLP
200 South Lamar Street, Suite 100
Jackson, Mississippi 39201
(601) 960-8603

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
CFLC NASHVILLE LLC, a Delaware limited liability company	Same	Map 93-2-3, Parcel 188
(NAME)	(NAME)	
c/o The Lingerfelt Companies 4198 Cox Road, Suite 201		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Glen Allen, Virginia 23060		
(CITY) (STATE) (ZIP)	(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, **PARKWAY PROPERTIES LP**, a Delaware limited partnership, the "Grantor" herein, has this day bargained and sold, and does hereby transfer and convey unto the said **CFLC NASHVILLE LLC**, a Delaware limited liability company, 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 FLORIDA
COUNTY OF ORANGE

The actual consideration or value whichever is greater, for this transfer is $42,750,000.00
Subscribed and sworn to before me this the 17th day of July, 2013.

Affiant _____

Notary Public _____

My commission expires

LINDA SMITH
MY COMMISSION EXPIRES March 21, 2015
#EE 055044
NOTARY PUBLIC, STATE OF FLORIDA
Notary Public Underwriters

This is improved property, known as Bank of America Plaza, 414 Union Avenue, Nashville, Tennessee, and is the same real estate conveyed to Grantor by deed recorded as Instrument No. 20011228-0143717 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns in fee simple forever. Grantor 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 on Exhibit B, attached hereto and made a part hereof (the "Permitted Exceptions").

Grantor 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 Grantor, but not otherwise, subject to the Permitted Exceptions.

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.

[signatures to follow on next page]

Witness its hand this____ day of July, 2013, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

PARKWAY PROPERTIES LP, a Delaware limited partnership

By: Parkway Properties General Partners, Inc. a Delaware corporation, its general partner

By: _____
Name: David R. O'Reilly
Title: EVP, Chief Financial Officer & Chief Investment Officer

By: _____
Name: Jeremy R. Dorsett
Title: Executive Vice President and General Counsel

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, Linda Smith, a Notary Public in and for said County and State, David O'Reilly, as CFO + CIO of Parkway Properties General Partners, Inc., general partner of Parkway Properties LP, a Delaware 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 Orlando, this 10th day of July, 2013.

Linda Smith
Notary Public

My Commission Expires:

LINDA SMITH MY COMMISSION EXPIRES March 21, 2015 #EE 055044 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, Linda Smith, a Notary Public in and for said County and State, Jeremy Dorsett, as EVP + GC of Parkway Properties General Partners, Inc., general partner of Parkway Properties LP, a Delaware 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 Orlando, this 10th day of July, 2013.

Linda Smith
Notary Public

My Commission Expires:

LINDA SMITH MY COMMISSION EXPIRES March 21, 2015 #EE 055044 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

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 FEET TO 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.

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, AS AMENDED BY THIRD AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT AND TERMINATION OF PARKING CONCESSION AGREEMENT OF RECORD IN INSTRUMENT #20051007-0121287; IN INSTRUMENT #20051007-0121288 AND IN INSTRUMENT #20051007-0121289 AND AS AMENDED BY FOURTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN INSTRUMENT #20070215-0019359, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Being the same property conveyed to Parkway Properties LP, a Delaware limited partnership by Special Warranty Deed from EOP-NB Plaza Limited Partnership, a Delaware limited partnership of record in Instrument# 20011228-0143717, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. Matters arising by, through or under Grantee.
2. Matters that would be disclosed by a that certain survey of the property by Barge, Waggoner Sumner & Cannon dated November 1, 2006, last revised July 2, 2013, 2013, bearing Job No. 31681-01, including, but not limited to: planters within and without northeasterly property line; canopy along the southerly property line onto right of way for Union Street, as permitted by Zoning Appeals case No. 91M-096U; loading docks below plaza level; Nashville Electric Service transformer vault access at northwesterly corner of property; and water meters at southwesterly corner of property.
3. Any mineral or mineral rights, leased, granted or retained by any prior owner.
4. General and special taxes and assessments for the year 2013 and subsequent years, not yet due and payable.
5. Rights of tenants and subtenants under the Leases.
6. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.
7. Restrictive covenants contained in deeds (the "Deeds") 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 contain reverter clauses. However, pursuant to the terms of that certain certificate of compliance of 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 Davison 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.
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, page 84, Register's Office for Davidson County, Tennessee, and further as supplemented by Second Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 9172, page 280, as amended by Third Amendment to Reciprocal Easements and Common Area Operating Agreement and Termination of Parking Concession Agreement of record in Instrument# 20051007-0121287; in Instrument# 20051007- 0121288 and in Instrument# 20051007-0121289 and as amended by Fourth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument# 20070215-0019359, in the Register's Office for Davidson County, Tennessee.
9. Lease between Commerce Place Venture and Commerce Union Bank of record in Book 4942, page 462, Register's Office for Davidson County, Tennessee.
10. 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.
11. Terms and conditions of that certain Lease dated October 10, 2012 by and between Parkway Properties, L.P., as Lessor and the State of Tennessee-Department of General Services, as Lessee of record, in Instrument# 20121026-0098444, in the Register's Office for Davidson County, Tennessee.
12. Terms and conditions of that certain Lease dated September 17, 2007 by and

between Parkway Properties, L.P., as Lessor and the State of Tennessee-Department of Financial Institutions, as Lessee of record, in Instrument# 20080125-0008137 as amended by Amendment No. Three to the Lease of record in Instrument# 20080801-0079461 and as amended by Amendment No. Four to the Lease of record in Instrument# 20080801-0079460, the Register's Office for Davidson County, Tennessee.

13. Terms and conditions of that certain Lease as indicated by Memorandum of Service Agreement dated April 1, 2007 by and between Parkway Properties, a Delaware limited partnership, as Landlord and The Zinser Law Firm, a Tennessee professional corporation, as Tenant of record in Instrument# 20070509-0055924, in the Register's Office for Davidson County, Tennessee