BILL GARRETT, Davidson County
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Fees:28.00 Taxes:273800.00
20160524-0051774

This instrument prepared by:
Kate Saleeby, Esq.
King & Spalding LLP
100 N. Tryon Street, Suite 3900
Charlotte, North Carolina 28202

# SPECIAL WARRANTY DEED

| ADDRESS NEW OWNER(s) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS<br>Map 93-2-3, Parcel 188 |
|---|---|---|
| LCP NASHVILLE, LLC | LCP NASHVILLE, LLC | |
| c/o Lingerfelt CommonWealth Partners<br>4198 Cox Road, Suite 201 | c/o Lingerfelt CommonWealth Partners<br>4198 Cox Road, Suite 201 | |
| Glen Allen, Virginia 23060 | Glen Allen, Virginia 23060 | |

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, CFLC NASHVILLE LLC, a Delaware limited liability company, the "Grantor" herein, has this day bargained and sold, and does hereby transfer and convey unto the said LCP 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**
**COUNTY OF**

The actual consideration or value whichever is greater, for this transfer is $74,000,000.00
Subscribed and sworn to before me this the 18th day of May, 2016.

Affiant

Notary Public

JESSICA LYNN MORGAN
NOTARY PUBLIC
REG # 7582344
MY COMMISSION EXPIRES
01/31/2018
COMMONWEALTH OF VIRGINIA

My commission expires: 1/31/2018

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This is improved property, known as Bank of America Plaza, 414 Union Street, Nashville, Tennessee, and is the same real estate conveyed to Grantor by deed recorded as Instrument No. 20130718-0074226 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.

Witness its hand this 19 day of May, 2016, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

CFLC NASHVILLE LLC, a Delaware limited liability company

By: _____
Name: Andrew Osborne
Title: Authorized Signatory

**STATE OF** Texas
**CITY/COUNTY OF** Dallas

Personally appeared before me, Heather N Martin, a Notary Public in and for said County and State, Andrew Osborne, as Authorized Signatory of CFLC Nashville LLC, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that Andrew Osborne executed the within instrument for the purposes therein contained.

Witness my hand, at office in Irving Texas, this 19th day of May, 2016.

_____
Notary Public

My Commission Expires: June 6th 2016

HEATHER N. MARTIN
Notary Public, State of Texas
My Commission Expires
June 06, 2016

**EXHIBIT A TO SPECIAL WARRANTY DEED**

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 LINES 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; AS AMENDED BY FOURTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN INSTRUMENT #20070215-0019359; AND AS AMENDED BY FIFTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN INSTRUMENT #20140709-0060548, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CFLC NASHVILLE LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED FROM PARKWAY PROPERTIES LP, A DELAWARE LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT # 20130718-0074226, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

APN: 09302318800

## EXHIBIT B TO SPECIAL WARRANTY DEED

1. Taxes for 2016 and subsequent years, not yet due and payable.

2. Terms and conditions as 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 referred to in the Deeds under which the reverter clause could be invoked were satisfied.

3. Terms and conditions contained in that certain Reciprocal Easements and Common Area Operating Agreement by and among Commerce Place Company, Commerce Place Venture, Nashville Hotel Venture, Metropolitan Life Insurance Company and Commerce Union Bank with Russell Sinclair Grove, Jr., and William R. Dearborn as Trustees of record in Book 5253, page 786; as supplemented by First Supplement of record in Book 5522, page 84; as supplemented by Second Supplement to Reciprocal Easements 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; as amended by Fourth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument # 20070215-0019359; and as amended by Fifth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument # 20140709-0060548, in the Register's Office for Davidson County, Tennessee.

4. Terms and conditions of that certain Lease as indicated by Memorandum of Lease dated July 22, 2014, by and between CFLC Nashville LLC, as Landlord, and Bank of America, National Association, as Tenant, of record in Instrument # 20140722-0064886, Register's Office for Davidson County, Tennessee.

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