THIS INSTRUMENT PREPARED BY: *
Long, Ragsdale & Waters, P.C. *
P. O. Box 90384 *
Knoxville, TN 37990 *

OWNER/Responsible Taxpayer:
Long John Silver's, Inc.
P. O. Box 14026
Lexington, KY 40512-4026

Map & Parcel No. 26-0-121

o o O o o BOOK 7370 PAGE 23

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this ____ day of ____, 1987.

_____
Notary Public

My commission expires:_____

o o O o o

DEED OF CORRECTION

THIS INDENTURE, made this 1st day of October, 1987, between RIVERGATE PROPERTIES, LTD., a Tennessee limited partnership, Grantor, and LONG JOHN SILVER'S, INC., a Delaware corporation, Grantee.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and for good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit: Situate in the Second Civil District of Metropolitan Nashville in Davidson County, Tennessee, and being more particularly described on Exhibit A attached hereto (sometimes hereinafter referred to as the "premises").

PROVIDED, HOWEVER, that this conveyance is subject to the restriction that Grantee shall maintain the premises and operate its restaurant business thereon with standards of quality consistent with the national restaurant chain of Grantee, such restriction to be operative so long as Grantee owns the premises.

TO HAVE AND TO HOLD the said premises to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its representatives, successors and assigns does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed; has full power, authority and right to convey the premises; that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever; and that the premises are free from all encumbrances except for the lien of current ad valorem real

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This deed is being recorded to correct the description in the Deed of record in Book 7362; Page 618, R.O.D.C., Tennessee.

property taxes, and those encumbrances and restrictions set forth on Exhibit B attached hereto.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

IN WITNESS WHEREOF, the Grantor has executed this instrument this the date first above written.

RIVERGATE PROPERTIES, LTD.,
By its two (2) general partners:

(a) RIVERGATE CORPORATION
By J. Michael Parish
J. Michael Parish
Its President

(b) FMP DEVELOPMENT CORPORATION
By J. Michael Parish
J. Michael Parish
Its President

STATE OF TENESSEE

COUNTY OF KNOX

Before me, Susan R. Ames, of the state and county aforesaid, personally appeared J. Michael Parish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be President of Rivergate Corporation, a Tennessee corporation, which is a General Partner of RIVERGATE PROPERTIES, LTD., the within named bargainor, a Tennessee limited partnership, and that he as such President of the General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation (as General Partner) by himself as President.

WITNESS my hand and seal this 1st day of October, 1987.

Susan R. Ames
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires: 6-10-91

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, Susan R. Amos, of the state and county aforesaid, personally appeared J. Michael Parish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be President of FMP Development Corporation, a corporation, which is a General Partner of RIVERGATE PROPERTIES, LTD., the within named bargainor, a Tennessee limited partnership, and that he as such President of the General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation (as General Partner) by himself as President.

WITNESS my hand and seal this 1st day of October, 1987.

Susan R. Amos
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires: 6-10-91

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EXHIBIT A

A tract of land in the Second Civil District of Metropolitan Nashville-Davidson County, Tennessee, being Lot 2 on the plan of Rivergate Properties, Ltd. as recorded in Plat book 6250, page 919, R.O.D.C., Tennessee and being more fully described according to a topographic and boundary survey by Ragan, Smith, Murphy & Associates, Inc., dated February 2, 1987, revised September 28, 1987, as follows:

Commence at the north end of the northeast return curve at the intersection of Gallatin Pike and Conference Drive and proceed with the east right of way line of Conference Drive and northwardly 144.86 feet to a concrete monument at the southwest corner of Lot 1, thence with the south line of Lot 1 N64degrees 08minutes 57seconds E, 167.00 feet to an iron pin set at the southwesterly corner of Lot 2 and the beginning point of this description; thence, 1. With the common line of Lots 1 and 2 N 25degrees 51minutes 03seconds W, 200.00 feet to an iron pin set in the south line of Lot 4; thence, 2. With the line between Lots 2 and 4 N 64degrees 08minutes 57seconds E, 162.00 feet to an existing iron pin, the northwest corner of Lot 3; thence, 3. With the common line of Lots 2 and 3 S 25degrees 51minutes 03seconds E, 200.00 feet to an existing iron pin; thence, 4. S 64degrees 08minutes 57seconds W, 162.00 feet to the point of beginning and containing 32,400 square feet or 0.744 of an acre.

Being part of the property conveyed to Rivergate Properties, Ltd., by instrument of record in Book 6506, page 950, Register's Office for Davidson County, Tennessee.

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EXHIBIT B

1. Storm Water Detention Agreement recorded in Book 6681, Page 580, in the Register's Office for Davidson County, Tennessee.

2. Storm Water Detention Agreement recorded in Book 6848, Page 703, in the Register's Office for Davidson County, Tennessee.

3. Declaration of Easement and Covenants recorded in Book 6726, Page 400 and amended in Book 6852, Page 537, in the Register's Office for Davidson County, Tennessee.

4. Reciprocal Easement and Development Agreement recorded in Book 6859, Page 802, in the Register's Office for Davidson County, Tennessee.

5. Amended Property Use Restrictions recorded in Book 6852, Page 560, in the Register's Office for Davidson County, Tennessee.

6. Agreement concerning easement of record in Book 6897, Page 29, in the Register's Office for Davidson County, Tennessee.

7. All matters shown on Revised Final Plat Rivergate Properties, Ltd. prepared by Ragan-Smith-Murphy & Associates, Inc. recorded in Book 6250, Page 919, of the Register's Office of Davidson County, Tennessee.

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IDENTIFI REFERENCE
OCT 2 . 01 PM '87
DAVIDSON COUNTY, TN
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