SPECIAL WARRANTY DEED
WITH RESERVATION OF EASEMENTS

FROM: MetroCenter Holdings, Inc., Grantor

TO: Arby's, Inc., Grantee

This instrument was prepared by:
Robert N. Buchanan III
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Arby's, Inc., 1000 Corporate Drive Fort Lauderdale, FL 33334	Same	Map 81-4 Parcel 234

94 JUN 17 PM 4:11
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

62326
IDENTIF. & REFERENCE
PICK-UP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Fifty-Nine Thousand One Hundred Eighty Seven and 50/100 Dollars ($259,187.50).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 16th day of June, 1994.

Charlotte T. Koziol
Notary Public

My Commission Expires: 4/22/96

OFFICIAL SEAL
Charlotte T. Koziol
My Commission Expires
April 22, 1996
Comm. No. CC 195779

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, MetroCenter Holdings, Inc., Grantor, a Tennessee corporation has bargained and sold, and by these presents does transfer and convey unto the said Arby's, Inc., an Ohio corporation, herein the Grantee, its successors, and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to wit:

> Lot Four, on the Plan of the Second Resubdivision of Lot 2 MetroCenter Tract 21-B, of record in Book 7900, page 724, Register's Office for Davidson County, Tennessee (the "Plat"), together with all easements appurtenant to Lot 4 as shown on the Plat including, but not limited to, the non-exclusive easement to connect onto any sanitary, storm sewer or utility lines and non-exclusive easements for ingress and egress as shown on said Plat including, but not limited to, the following:

(i) access to French Landing Drive across Lot 2 as shown on the Plat;

(ii) access to the existing median cut in MetroCenter Boulevard across Lot 3 (presently the Dunkin Donuts site) and Lot 1 (presently the Shoney's site) as shown on the Plat; and

(iii) access to the shared curb cut on MetroCenter Boulevard at the northwest corner of the Property.

BEING part of the property deeded to MetroCenter Holdings, Inc. by Quitclaim Deed from MetroCenter Properties, Inc., of record in Book 8321, page 668, R.O.D.C.

This is unimproved property at _____ MetroCenter Boulevard, Nashville, Tennessee.

This conveyance is expressly made subject to those title exceptions set out on Exhibit A attached hereto and to the Easements reserved herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors, and assigns, forever.

Grantor reserves a non-exclusive twenty-five foot easement for vehicular ingress and egress (the "MetroCenter Blvd. Easement") across the Property as shown on the Plat for access to and from MetroCenter Boulevard (a public roadway). The MetroCenter Blvd. Easement shall benefit Lot 5 on the Plat and Lot 1 on the plan of MetroCenter Tract 21-A, Block C of record in Plat Book 7900, page 504, said Register's Office.

Grantor reserves a non-exclusive thirty foot easement for vehicular ingress and egress (the "French Landing Easement") across the Property as shown on the Plat for access to and from French Landing Drive (a public roadway). The French Landing Easement shall benefit Lot 5 on the Plat. (The MetroCenter Blvd. Easement and the French Landing Easement are referred to collectively as the "Ingress/Egress Easements").

Grantee may grant similar easements and licenses to others to use the driveways located in the Ingress/Egress Easements and neither Grantor nor Grantee may construct any curbs or barriers in the Ingress/Egress Easements which would prevent or inconvenience such use by such other persons.

Grantee may impose reasonable rules and regulations to govern the speed and direction of passage through the Ingress/Egress Easements.

Neither Grantor nor Grantee shall permit or maintain any parking spaces within the Ingress/Egress Easements.

Grantee shall have the responsibility and obligation to maintain the Ingress/Egress Easements and to keep them safe and free from hazards. In addition Grantee shall maintain and repair any pavement and curbs constructed in the French Landing Easement.

The easements and rights granted and/or reserved herein and the various terms, conditions, reservations and restrictions relating thereto set forth herein shall be (i) easements and covenants running with the land, and (ii) binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns and all those claiming by, through or under each owner or its, his or her heirs, successors and assigns.

Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever, except as expressly shown on the Plat.

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor does further covenant and bind Grantor, its successors, and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors, and/or assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 15th day of June, 1994.

METROCENTER HOLDINGS, INC.

By: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan III, a Notary Public of said County and State, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of METROCENTER HOLDINGS, INC., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in Nashville, this 15 day of June, 1994.

Robert N. Buchanan III
Notary Public

My Commission Expires:
March 23. 1996



EXHIBIT A

1. Matters shown on the recorded Plat of the Second Resubdivision Lot 2 MetroCenter Tract 21-B of record in Book 7900, page 724, Register's Office for Davidson County, Tennessee.

2. A lien for 1994 real estate taxes which are being and will be prorated between Grantor and Grantee.

3. Declaration of minimum setback lines, of record in Book 8874, page 430, said Register's Office.

4. Restrictions of record in Book 4784, page 659, as modified in Book 5792, page 787, and made applicable by Book 7012, page 61, said Register's Office; restrictive covenants of record in Book 5225, pages 112 and 120, Book 5242, page 389, and Book 7012, pages 61 and 62, said Register's Office; restrictive covenants of record in Book 5347, page 88, Book 4793, page 166 and Book 7487, page 952 of said Register's Office.

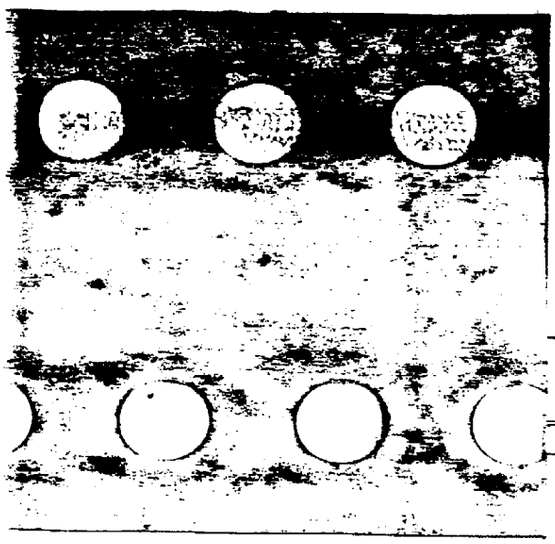
5. Easement held by South Central Bell Telephone Company lying within the 20 foot public utility easement across the front of the Property, which easement is shown as an underground pipe on the Development Plan of MetroCenter by Barge, Waggoner, Sumner and Cannon dated September 27, 1979, not of record.

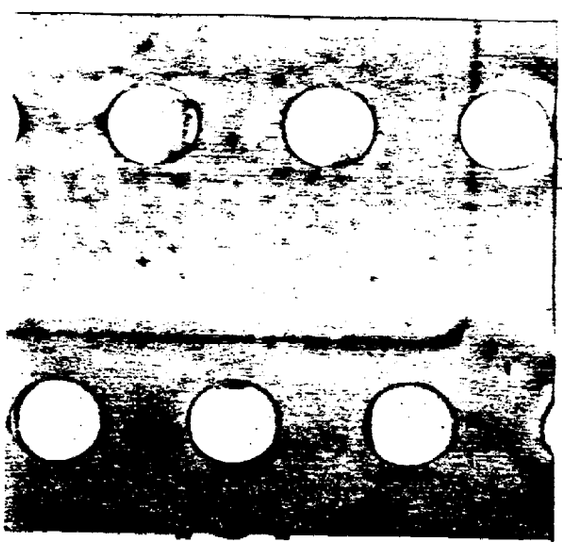
6. Restrictive covenant in favor of Taco Bell Corp. not yet of record prohibiting use of the Property for a restaurant with the primary purpose of selling Mexican food on a fast food basis.

7. Rights in the ingress/egress easements granted in favor of Volstate Properties, Inc. by deed of record in Book 8953, page 739, said Register's Office.

8. Matters set forth in the Declaration of Ingress/Egress Easement by and between MetroCenter Holdings, Inc. and Metro Dee Partners of record in Book 8932, page 394, said Register's Office regarding the access easement to MetroCenter Boulevard.

7463 06/17 0101 03CHECK 980.00





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9382 PAGE 55

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
259187.50
CON TX 959.00
PRFEE 1.00
WDEED 20.00
TOTAL 980.00
CHECK 980.00

06/17/94 01 16:12 0001 7463

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

62326
IDENTIF. ↑ REFERENCE

94 JUN 17 PM 4:11
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 804196