Box 36
PBW

This Instrument Prepared by and Return by Mail to:
Joan T. Dwoskin, Esq.
AKERMAN, SENTERFITT & EIDSON, P.A.
255 South Orange Avenue, Suite 1700
Orlando, Florida 32801
(407)843-7860

Instr:200002230018010 Page: 1 OF 7
REC'D FOR REC 02/23/2000 3:56:24PM
RECORD FEE: $31.00
M. TAX: $0.00 T. TAX: $275.65

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on this 16th day of February, 2000, by and between, SHONEY'S, INC., a corporation organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, having an address at 1727 Elm Hill Pike, Nashville, Tennessee 37210 and SHARAD M. PATEL, individually, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee (the "Property"):

SEE ATTACHED EXHIBIT "A".

TO HAVE AND TO HOLD The Property, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the Property; that it has a good right to sell and convey the same; that the same is unencumbered (except as otherwise set forth herein); and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming the same by, through, or under the party of the first part, but not further or otherwise.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING MATTERS:

1. Taxes and assessments (both general and special, including without limitation, taxes and assessments for Davidson County and the City of Nashville) for the year 2000 and subsequent years, which are not yet due and payable.

2. Any state of facts that would be disclosed by an accurate survey or independent inspection of the Property.

3. Any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record, if any (including without limitation, those matters set forth in Plat Book 8250, Page 793, in the Register's Office of Davidson County, Tennessee); provided that this reference shall not reimpose the same.

4. All applicable building and zoning ordinances, other land use laws and regulations (including subdivision regulations), and all applicable regulations and restrictions imposed by governmental authorities.

5. The following use restriction:

> For a period of twenty (20) years after the date of this Special Warranty Deed, the Property shall not be used for the operation of a restaurant that either (a) derives more than twenty percent (20%) of its gross sales from the sale of seafood or (b) operates with a menu in which more than twenty percent (20%) of the food items are composed of seafood. This restriction is for the benefit of the property described in Exhibit B hereto (the "Benefited Property"), and may be enforced by the owner of the Benefited Property and its tenants, successors and assigns.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EXACT AMOUNT OF ACREAGE OR SQUARE FOOTAGE IN THE PROPERTY, OR AS TO THE OWNERSHIP OF THE MINERALS LOCATED ON, UNDER OR WITHIN THE PROPERTY. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY CONVEYED HEREBY, INCLUDING IMPROVEMENTS LOCATED THEREON, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY CONVEYED HEREBY, INCLUDING IMPROVEMENTS LOCATED THEREON, IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" CONDITION.

This conveyance does not consist of all or substantially all of the assets of the grantor corporation.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

SHONEY'S, INC., a Tennessee corporation

By: _____

Print Name: JEFFRY GORDON

As Its: VICE PRESIDENT, REAL ESTATE

STATE OF TENNESSEE:
COUNTY OF Davidson :

Before me, the undersigned, a Notary Public at Large within said County and State, personally appeared Jeffry Gordon, to me known (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument, and acknowledged and affirmed that he is the Vice President - Real Estate president of SHONEY'S, INC., and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors and said Vice-President - Real Estate executed the same for the purposes therein contained and acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal, at office, this 16th day of February, 2000.

Pamela Didwell
Notary Public

My commission expires: 9-29-2001

OATH OF VALUE

STATE OF TENNESSEE:
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $74,500.00 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 15th day of February, 2000.

Notary Public

My commission expires: 1/27/2001

Property Address: (Vacant)

Parcel I.D. No.: 60-08-083.00

NOTARY PUBLIC AT LARGE
Richard W. Sebastian
My Commission Expires
January 27, 2001
STATE OF TENNESSEE

OR260498;1

Name and address of property owners:

Sharad M. Patel
625 North Gallatin Road
Madison, Tennessee 37115
(615)868-4175

Mail tax bills to: (Person or Agency responsible for payment of taxes):

Sharad M. Patel
625 North Gallatin Road
Madison, Tennessee 37115
(615)868-4175

EXHIBIT "A"
THE PROPERTY

Land in Davidson County, Tennessee, being Lot No. 2 as shown on plat of Resubdivision of Reserve Parcel "A" of E. A. Lindsley Resubdivision, of record in Book 8250, page 793, in the Register's Office for Davidson County, Tennessee. NOTE: This lot was shown as Lot 1 on previous plat in Book 8250, page 643, in said Register's Office.

Being a portion of the same property conveyed to Shoney's, Inc. by Deed from Marlowe Rowe and wife, Freda Rowe, of record in Book 6564, page 27, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

The Benefitted Property

Land in Davidson County, Tennessee, being Lot No. 1 as shown on plat of Resubdivision of Reserve Parcel "A" of E. A. Linsley Resubdivision, of record in Book 8250, page 793, in the Register's Office for Davidson County, Tennessee. NOTE: This lot was shown as Lot 2 on previous plat in Book 8250, page 643, in said Register's Office.

Being a portion of the same property conveyed to Shoney's, Inc. By Deed from Marlow Rowe and wife, Freda Rowe, of record in Book 6564, page 27, Register's Office for Davison County, Tennessee.