Box 49

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Instr:200003150026520 Page: 1 OF 5
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SPECIAL WARRANTY DEED

FROM: **SHN PROPERTIES, LLC, a Delaware limited liability company, as Grantor**

TO: **CHAIN BRIDGE PROPERTIES, L.L.C., a Virginia limited liability company, as Grantee**

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Chain Bridge Properties, L.L.C. 6845 Elm Street, Suite 603 McLean, Virginia 22101	Same	34-2; 95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 830,000 .00.

Affiant

Subscribed and sworn to before me, this the 28th day of February, 2000.

Notary Public

My Commission Expires:

May 28, 2003

NOTARY PUBLIC AT LARGE

{0368573.3}

THIS SPECIAL WARRANTY DEED is made as of the 1 day of March, 2000, from **SHN PROPERTIES, LLC**, a Delaware limited liability company (the "Grantor"), to **CHAIN BRIDGE PROPERTIES, L.L.C.**, a Virginia limited liability company (the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has specially granted, bargained, sold, aliened, conveyed and confirmed, and does hereby specially grant, bargain, sell, alien, convey and confirm, to Grantee and Grantee's successors and assigns forever, the real property located in Davidson County, Tennessee and more particularly described in Exhibit A hereto (the "Premises"), together with any rights, privileges, easements and appurtenances thereunto belonging and the improvements (excluding fixtures) on the Premises. Notwithstanding any reference to acreage or square footage contained in the description of the property conveyed hereby, Grantor makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property conveyed hereby. Grantor further makes no representation or warranty, express or implied, with respect to the ownership of oil, gas or other minerals located on, under or within the property conveyed hereby.

TO HAVE AND TO HOLD the Premises, together with any easements, appurtenances, estates, titles and interests thereunto belonging and the improvements (excluding fixtures) on the Premises, to Grantee and its successors and assigns forever, subject to the following: (i) real estate taxes and assessments, both general and special, for the current year and subsequent years; (ii) any state of facts that would be disclosed by an accurate survey or independent inspection of the property (including, without limitation, improvements) conveyed hereby; (iii) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; and (iv) all applicable building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority. Grantor hereby covenants and binds Grantor, and its successors and assigns, to specially warrant and defend the title to the Premises to Grantee, and its successors and assigns, against the lawful claims of every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and except as to those matters to which this conveyance is expressly made subject. **GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS) CONVEYED HEREBY,**

INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS) CONVEYED HEREBY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" CONDITION.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and delivered on the day and year first above written.

SHN PROPERTIES, LLC, a
Delaware limited liability company

By: SHN INVESTMENTS, LLC, a Delaware limited liability company (successor by merger to Corporate Benefit Services, Incorporated of Nashville), Managing Member

By: SHONEY'S, INC., a Tennessee corporation, Manager

By: _____
Name: David L. Gilbert
Title: Exec. Vice Pres., Chief Administrative Officer and Asst. Sec.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared David L. Gilbert, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Exec. Vice Pres., Chief Administrative Officer and Asst. Sec. of Shoney's, Inc., a Tennessee corporation and the Manager of SHN Investments, LLC, a Delaware limited liability company and the Managing Member of SHN Properties, LLC, the within named bargainor, a Delaware limited liability company, and that he as such Exec. Vice Pres., Chief Administrative Officer and Asst. Sec. of the Manager of the Managing Member of SHN Properties, LLC, executed the foregoing instrument for the purpose therein contained, by personally signing the name of SHN Properties, LLC by himself as Exec. Vice Pres., Chief Administrative Officer and Asst. Sec. of the Manager of the Managing Member.

Witness my hand and seal, at Office in Nashville, Tennessee, this 24th day of February, 2000.

Monica A. Carlson
Notary Public

[SEAL]

MONICA A. CARLSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires:

January 25, 2003

{0368573.2}

Exhibit A

Description of Premises

Land in Davidson County, Tennessee, being more particularly described as follows:

Being Lot No. 1 on the Shoney's Pargos Subdivision of record in Book 6900, page 178, in the Office of the Register of Deeds for Davidson County, Tennessee, being more particularly described as follows:

Beginning at the northwest corner of intersection of Two Mile Parkway and Gleaves Street, thence with the northerly margin of Gleaves Street south 59°34'27" West 376.39 feet to the true point of beginning.
Thence continuing with northerly margin of Gleaves Street south 59°34'27" West 160.00 feet to a point, thence leaving northerly margin of Gleaves Street north 30°47'35" West 161.26 feet to a point, thence North 18°46'26" West 171.10 feet to a point in the southerly margin of Glancy Street, thence with southerly margin of Glancy Street North 67°50'54" East 241.46 feet to a point, thence leaving southerly margin of Glancy Street South 13°25'06" East 124.63 feet to a point, thence South 60°33'54" West 77.15 feet to a point, thence South 30°47'35" East 176.24 feet to a point in the northerly margin of Gleaves Street, being the point of beginning.

LESS AND EXCEPT any portions of such property conveyed or taken for rights of way for public streets or roads.

Being part of the property conveyed to SHN Properties, LLC by Warranty Deed recorded in Book 10715, Page 443, as re-recorded in Book 10717, Page 899, and as corrected by Instrument of Correction recorded in Book 10818, Page 780, all in the Office of the Register of Deeds for Davidson County, Tennessee.