PICK-UP

Instr:200006190060998 Page: 1 OF 6
REC'D FOR REC 06/19/2000 3:39:52PM
RECORD FEE: $27.00
T. TAX: $0.00 T. TAX: $1295.00

GENERAL WARRANTY DEED

FROM: Terrence J. Clyne,
Grantor

TO: Jack in the Box Inc.,
Grantee

This instrument was prepared by:
Darlene R. Gerson, Esq.
Kane, Russell, Coleman & Logan, P.C.
1601 Elm Street, Suite 3700
Dallas, Texas 75201

Address New Owner(s) as follows:

Jack in the Box Inc.,
a Delaware Corporation
9330 Balboa
San Diego, California 92123-1516

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:

Jack in the Box Inc.,
a Delaware Corporation
9330 Balboa
San Diego, California 92123-1516

Map-Parcel Numbers:

106-6-46, 106-6-28,
part of 106-6-27

THE STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Fifty Thousand and NO/100 Dollars ($350,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 19th day of June, 2000.

Deborah A. Hughes
Notary Public

My Commission Expires: 5/28/03

THAT Terrence J. Clyne, an individual ("Grantor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, paid by Jack in the Box Inc., a Delaware corporation ("Grantee") whose address is 9330 Balboa Avenue (92123) P.O. Box 783, San Diego, California 92112, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN,

SELL and CONVEY unto Grantee all that certain land situated in Davidson County, Tennessee, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereon in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Property").

This Deed is made and accepted by Grantee with the express understanding that the land described in Exhibit "B" attached hereto and made a part hereof, or any part thereof, shall not be used for the operation of any hamburger and/or taco-oriented restaurant business, except as may be specifically approved in writing by Grantee or subsequent fee owner of the land described in Exhibit "A". Said restriction shall be deemed a burden on the lands described in said Exhibit "B" and shall run with the lands from the date of recordation of this Deed. The restriction contained herein shall be for the benefit of the land described in said Exhibit "A" and shall be binding upon Grantor, its/their heirs, administrators, grantees, successors, lessees, tenants, and assigns. It is further agreed that the failure of Grantee to enforce the provisions hereof in the event of a breach of said restriction, shall not be a waiver of the restriction with respect to such breach or any subsequent or different breach.

This deed is executed by the Grantor and accepted by Grantee, subject to the permitted exceptions ("Permitted Exceptions") affecting the Property as referenced on Exhibit "C" attached hereto and incorporated in, on and under said Property.

Seller hereby represents and warrants that there are no violations of any federal, state or local laws, rules, regulations or orders relating to industrial hygiene or to environmental conditions on, under or about the Property, including but not limited to soil and groundwater conditions. Seller hereby agrees to indemnify, defend and hold Buyer, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from and against any and all liabilities, losses, costs, expenses, fines and penalties claimed, threatened or asserted against, or suffered or incurred by any Indemnitee, arising out of or as a consequence of the use, generation, transportation, storage, release, presence, treatment, handling

or disposal of any hazardous or toxic wastes, substances or materials, or any other pollutants or contaminants ("Hazardous Materials") on or about the Property, including without limitation, all liabilities, losses, costs, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions shall not apply to any Hazardous Materials used, generated, transported, stored or disposed of thereon by an Indemnitee.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 19th day of June, 2000.

GRANTOR:

TERRENCE J. CLYNE

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Personally appeared before me, Deborah A. Hughes a Notary public of said County and State, Terrence J. Clyne, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 19th day of June, 2000.

Deborah A. Hughes
Notary Pubic

DEBORAH A. HUGHES NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: 5/28/03

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ALSO BEING LOT 2 ON THE CONSOLIDATION-SUBDIVISION PLAT OF LOTS 54, 55, 56, 57, 58 AND 59 ON THE SUBDIVISION OF A.M. BROWN'S LAND, AS OF RECORD IN INSTRUMENT NUMBER 200006150059904, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, 80 FEET IN WIDTH, AND THE WESTERLY RIGHT-OF-WAY LINE OF FOSTER AVENUE, 60 FEET IN WIDTH;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE WITH THE WESTERLY RIGHT-OF-WAY LINE OF FOSTER AVENUE, SOUTH 05 DEG 44 MIN 58 SEC WEST, 183.84 FEET TO AN EXISTING IRON ROD AT A CORNER COMMON WITH THE PROPERTY OF TONEY, CYNTHIE AND CHRISTOPHER KRIATSAS, AS OF RECORD IN DEED BOOK 85, PAGE 313, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF FOSTER AVENUE WITH THE NORTHERLY PROPERTY LINE OF TONEY, CYNTHIE AND CHRISTOPHER KRIATSAS, NORTH 84 DEG 15 MIN 02 SEC WEST, 141.77 FEET TO AN EXISTING IRON ROD IN THE EASTERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2084, 10 FEET IN WIDTH;

THENCE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2084 NORTH 05 DEG 44 MIN 58 SEC EAST, 97.06 FEET TO AN IRON ROD SET AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2076 AND THE EASTERLY PROPERTY LINE OF LOT ONE ON SAID CONSOLIDATION-SUBDIVISION PLAT OF LOTS 55, 56, 57, 58 AND 59 ON THE SUBDIVISION OF A.M. BROWN'S LAND;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2076 WITH THE EASTERLY PROPERTY LINE OF LOT ONE, NORTH 05 DEG 44 MIN 58 SEC EAST, 16.10 FEET TO AN IRON ROD SET;

THENCE SOUTH 84 DEG 15 MIN 02 SEC EAST, 40.82 FEET TO AN IRON ROD SET;

THENCE NORTH 10 DEG 28 MIN 09 SEC EAST, 70.07 FEET TO A PK NAIL SET;

THENCE NORTH 22 DEG 42 MIN 58 SEC EAST, 39.20 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MURFREESBORO PIKE;

THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, SOUTH 67 DEG 17 MIN 02 SEC EAST, 76.45 FEET TO A PK NAIL SET;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 19.12 FEET, THE RADIUS OF WHICH IS 15.00 FEET, THE CENTRAL ANGLE OF WHICH IS 73 DEG 02 MIN 00 SEC, THE CHORD OF WHICH IS SOUTH 30 DEG 46 MIN 02 SEC EAST, 17.85 FEET TO THE POINT OF BEGINNING. CONTAINING 25,153 FEET (0.577 ACRES MORE OR LESS).

BEING THE SAME PROPERTY CONVEYED TO TERRENCE J. CLYNE, AS OF RECORD IN DEED BOOK 11467, PAGE 42, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"

RESTRICTED PROPERTY

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ALSO BEING LOT ONE ON THE CONSOLIDATION SUBDIVISION PLAT OF LOTS 54, 55, 56, 57, 58 AND 59 ON THE SUBDIVISION OF A.M. BROWN'S LAND, AS OF RECORD IN INSTRUMENT NUMBER 200006150059904, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING PK NAIL AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CLEVELAND AVENUE, 50 FEET IN WIDTH, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, 80 FEET IN WIDTH;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF CLEVELAND AVENUE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, SOUTH 67 DEG 17 MIN 02 SEC EAST, 207.69 FEET TO A PK NAIL SET AT A CORNER COMMON WITH LOT TWO ON SAID CONSOLIDATION SUBDIVISION PLAT OF LOTS 55, 56, 57, 58, AND 59 ON THE SUBDIVISION OF A.M. BROWN'S LAND;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE WITH THE WESTERLY PROPERTY LINE OF LOT TWO, SOUTH 22 DEG 42 MIN 58 SEC WEST, 39.20 FEET TO A PK NAIL SET;

THENCE SOUTH 10 DEG 28 MIN 09 SEC WEST, 70.07 FEET TO AN IRON ROD SET;

THENCE NORTH 84 DEG 15 MIN 02 SEC WEST, 40.82 FEET TO AN IRON ROD SET;

THENCE SOUTH 05 DEG 44 MIN 58 SEC WEST, 16.10 FEET TO AN IRON ROD SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2076;

THENCE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2076, NORTH 67 DEG 17 MIN 02 SEC WEST, 167.28 FEET TO AN EXISTING IRON ROD IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND AVENUE;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF ALLEY NUMBER 2076 WITH THE EASTERLY RIGHT-OF-WAY LINE OF CLEVELAND AVENUE, NORTH 05 DEG 44 MIN 58 SEC EAST, 120.88 FEET TO AN EXISTING PK NAIL;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 28.00 FEET, THE RADIUS OF WHICH IS 15.00 FEET, THE CENTRAL ANGLE OF WHICH IS 106 DEG 58 MIN 00 SEC, THE CHORD OF WHICH IS NORTH 59 DEG 13 MIN 58 SEC EAST, 24.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

PERMITTED EXCEPTIONS

1. Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4207, page 315.

2. Easement granted to Nashville Gas and Heating Company of record in Book 2137, page 353.

3. Easements and rights reserved in favor of Davidson County contained in the instrument of record in Book 1280, page 26.