Box 41

GENERAL WARRANTY DEED

Instr:200008020076740 Page: 1 OF 7
REC'D FOR REC 08/02/2000 3:48:05PM
RECORD FEE: $31.00
T. TAX: $0.00 T. TAX: $296.00

FROM: PDS Partnership,
a Tennessee general partnership
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:
95-15-005

THE STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000.00).

Robert M. Buchanan III
Affiant

SUBSCRIBED AND SWORN TO before me, this the 2nd day of August, 2000.

Deborah A. Hu
Notary Public

My Commission Expires: 5/28/03

THAT PDS Partnership, a Tennessee general partnership ("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 Grantor consents and agrees that in the event Grantor acquires any property within one (1) mile of the Property that such Property 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 the Grantee or subsequent fee owner of the Property. Said restrictions shall be deemed a burden on said property and Grantor will execute any document, in recordable form, necessary to make this restriction run with the Property. The restriction contained herein shall be for the benefit of the Property and shall be binding upon Grantor, its heirs, administrators, grantees, successors, lessees, tenants, successors and assigns. Grantor does not own any property within one (1) mile of the Property. 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 "B" attached hereto and incorporated in, on and under said Property.

Grantor 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. Grantor hereby agrees to indemnify, defend and hold Grantee, 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 2ND day of August, 2000.

GRANTOR:

PDS PARTNERSHIP,
a Tennessee general partnership

By: William Boyd Adams
Name: WILLIAM BOYD ADAMS
Title: GENERAL PARTNER

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, Deborah A. Hughes a Notary public of said County and State, personally appeared Boyd Adams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of PDS Partnership, a Tennessee general partnership, the within named bargainor, and that Boyd Adams as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office, this 2nd day of August, 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 parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located generally between Elm Hill Pike and Old Elm Hill Pike on the north and south and Ermac Drive and McGavock Pike on the west and east and being more particularly described as follows:

Beginning at an iron pin found with cap 1486 in the northerly right-of-way line of Old Elm Hill Pike, said pin being located 90.08 feet eastwardly from the curve return of Ermac drive and being the southeast corner of Tom Cone, as of record in Deed Book 7127, Page 193, R.O.D.C.;

THENCE, with the easterly line of said Tom Cone, N27°42'36"E, 67.00 feet to an iron pin found;

THENCE, continuing with said line N24°41'35"E, 76.37 feet to the southerly right-of-way line of Elm Hill Pike in the centerline of Sims Branch;

THENCE, with the centerline of Sims Branch and the southerly lines of Bobby Howard and Rebecca Howard as of record in Deed Book 9800, Page 127, R.O.D.C. and Boyd Adams as of record in Deed Book 11657, Page 891, R.O.D.C. the following calls:

S12°06'52"E, 56.14 feet;
S76°31'02"E, 63.46 feet;
N83°07'34"E, 113.28 feet;
S42°28'25"E, 67.45 feet;
S23°16'53"E, 87.36 feet;
S49°19'38"E, 150.98 feet;
N89°26'12"E, 57.66 feet;
N57°23'18"E, 53.54 feet;
S75°38'33"E, 42.29 feet;
S56°11'05"E, 47.86 feet;
S61°27'30"E, 85.59 feet to a point in the westerly right-of-way of McGavock Pike;

THENCE, with the westerly right-of-way line of McGavock Pike, S29°18'35"W, 20.06 feet to an iron pin found with cap 1486;

THENCE, along a curve to the right 35.91 feet to an iron pin found in the northerly right-of-way line of Old Elm Hill Pike, said curve having a central angle of 82°18'02", a radius of 25.00 feet, a tangent of 21.85 feet and a chord of S70°27'36"W, 32.90 feet;

THENCE, with the northerly right-of-way line of Old Elm Hill Pike, N68°23'23"W, 64.54 feet to an iron pin found;

THENCE, continuing with said right-of-way along a curve to the left 149.47 feet to an iron pin set said curve having a central angle of 11°46'02", a radius of 727.80 feet, a tangent of 75.00 feet and a chord of N74°16'24"W, 149.21 feet;

THENCE, N80°09'25"W, 55.65 feet to an iron pin found;

THENCE, along a curve to the right 149.24 feet to an iron pin found with cap 1486, said curve having a central angle of 14°08'00", a radius of 605.00 feet, a tangent of 75.00 feet and a chord of N73°05'25"W, 148.66 feet;

THENCE, N66°01'25" W, 285.18 feet to the point of beginning.

Containing 58.894 square feet or 1.35 acres more or less, according to a survey by Sawyer land Surveyor, Mark E. Sawyer, R.L.S. Tennessee License 1649, dated 2/17/2000, File 00-012.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4365, page 625.