GENERAL WARRANTY DEED

FROM: James Ayers,
an individual
Grantor

TO: Jack in the Box Eastern Division L.P.
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 Eastern Division L.P.
a Texas limited partnership
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 Eastern Division L.P.
a Texas limited partnership
9330 Balboa
San Diego, California 92123-1516

Map-Parcel Number:

126 26-01

Davidson County DEEDWARR
Recvd: 02/02/01 16:25 6pgs
Fees:27.00 Taxes:296.00

20010202-0010671

THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Jack in the Box Eastern Division L.P.,
a Texas limited partnership
By: JBX General Partner LLC,
a Delaware limited liability company,
as general partner

Affiant William F. Motts, Authorized Person

SUBSCRIBED AND SWORN TO before me, this the 25 day of January, 2001.

Notary Public

My Commission Expires: July 2, 2003

JUDY ANKROM
COMM. #1224332
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires July 2, 2003

THAT James Ayers, 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 Eastern Division L.P., a Texas limited

partnership ("Grantee") whose address is 9330 Balboa Avenue, San Diego, California 92123-1516, 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 for a period of twenty-five (25) years from the date of this Deed, 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, to the best of its knowledge, 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 31 day of JAN., 2001.

GRANTOR:

James Ayers

James Ayers, an individual

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, Mary Ellis, a Notary public of said County and State, personally appeared James Ayers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), the within named bargainor, and that James Ayers acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 31st day of January, 2001.

Mary Ellis
Notary Public

My Commission Expires: November 30, 2002

EXHIBIT "A"

TRACT 1
0.50 Acres or 21,763.89 Square Feet

SITUATED in the Second Civil District of Metropolitan Nashville-Davidson County, City of Goodlettsville, Tennessee, and being parcel 126 Tax Map 26-01 and being more particularly described as follows:

BEGINNING at a capped iron pin set in the Eastern right-of-way of North Cartwright Street, said point also being common corner with Roy Conway Flowers and Heritage Company (Deed Book 7089, Page 782), said point also being located South1 2 degrees 25 minutes 51 seconds West 523.64 feet from the point of intersection of the Eastern right-of-way of North Cartwright Street and the Southern right-of-way of East Cedar Street, thence from the POINT OF BEGINNING leaving the Eastern right of way of North Cartwright Street and continuing with Flowers South 44 degrees 43 minutes 08 seconds East 91.45 feet to a capped iron pin set, said point being common corner with Roy Conway Flowers and Heritage Land Company (Deed Book 6763 Page 284) thence leaving the common line with Flowers (Deed Book 7089 Page 782) and continuing with Flowers (Deed Book 6763 Page 284) South 44 degrees 43 minutes 08 seconds East 121.25 feet to a capped iron pin set in the Northern right of way of Long Hollow Pike, thence leaving common line with Flowers and continuing with the North right of way of Long Hollow Pike the following three calls:

South 68 degrees 04 minutes 08 seconds East 18.70 feet to an existing concrete monument;
A curve to the right having an arc length of 118.62 feet, a radius of 2804.79 feet, a chord bearing of South 69 degrees 17 minutes 07 seconds West, a chord distance of 118.61 feet to a capped iron pin set; North 84 degrees 00 minutes 45 seconds West 57.99 feet to a capped iron pin set, said point being located in the Northern right-of-way of Long Hollow Pike;

Thence leaving the Northern right-of-way of Long Hollow Pike and continuing with the Eastern right-of-way of North Cartwright Street the following two calls:

A curve to the right having an arc length of 181.77 feet, a radius of 246.48 feet, a chord bearing of North 08 degrees 25 minutes 47 seconds East, and a chord distance of 177.68 feet to a capped iron pin set; North 29 degrees 19 minutes 16 seconds East 20.95 feet to the POINT OF BEGINNING containing 0.50 Acres OR 21,763.89 square feet according to the survey of Michael Brady, Inc., 299 N. Weisgarber Road, Knoxville, Tennessee, signed by David L. Hurst Tenn. Reg. No. 1886 and dated March 30, 2000.

BEING part of the property conveyed to James Ayers and wife, Mildred Ayers by deed from Mrs. Lottie C. Tinnin of record in Book 1938, page 293, in the Register's Office for Davidson County, Tennessee. Also being part of the property conveyed to James B. Ayers and wife, Mildred M. Ayers by deed from Charles F. Wilhoite and Samuel H. Wilhoite of record in Book 3370, page 393, in the Register's Office for Davidson County, Tennessee.
THE SAID MILDRED M. AYERS HAVING SINCE DIED.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Right of Way Easement granted to American Telephone and Telegraph of record in Book 1260, page 22.

2. Agreement for dedication of easement granted to Metropolitan Government of Nashville and Davidson County of record in Book 4236, page 713.

3. Drainage easement granted to Metropolitan Government of Nashville and Davidson County of record in Book 4916, page 347.