Davidson County DEEDWARR
Recvd: 04/03/01 09:29 5pgs
Fees:23.00 Taxes:2386.50
20010403-0031938

SPECIAL WARRANTY DEED

FROM: N. O. M. O. H. Ltd.,
an Alabama limited partnership
Grantor

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

TO: Jack in the Box Eastern Division L.P.,
a Texas limited partnership
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:
Jack in the Box Eastern Division L.P. 9330 Balboa San Diego, California 92123-1516	Jack in the Box Eastern Division L.P. 9330 Balboa San Diego, California 92123-1516	161-0-278

THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The actual consideration or value, whichever is greater, for this transfer is SIX HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($645,000.00).

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

Name: David M. Theno
Title: Authorized Person

SUBSCRIBED AND SWORN TO before me, this the 8th day of March, 2001.

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

Notary Public

My Commission Expires: July 2, 2003

290231 v1 (02003-28)[12312]

THAT N. O. M. O. H. Ltd., an Alabama limited 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 Eastern Division L.P., a Texas limited partnership ("Grantee") whose address is 9330 Balboa Avenue, San Diego, California 92123, 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 herein, 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.

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, by through or under Grantor, but not further or otherwise.

EXECUTED this the 30th day of March, 2001.

GRANTOR:

N. O. M. O. H. LTD.,
an Alabama limited partnership

By: Corporate General, Inc.,
general partner

By: [signature]
Name: William A. Oldacre, Jr
Title: Vice President

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, DAWN M. CURTIS, a Notary Public in and for said County and State, personally appeared WILLIAM A. OLDACRE, JR with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be the VICE PRESIDENT of Corporate General, Inc., the sole general partner of N.O.M.O.H. Ltd. the within named bargainor, a limited partnership, and that WILLIAM A. OLDACRE, JR as such VICE PRESIDENT executed the foregoing instrument for the purposes therein contained, by signing the name of the general partner of the partnership by HIM self as VICE PRESIDENT.

Witness my hand and seal, at Office, this 30th day of March, 2001.

[signature]
Notary Pubic

My Commission Expires: 7/27/2002

DAWN M. CURTIS NOTARY PUBLIC TENNESSEE DAVIDSON COUNTY

EXHIBIT "A"

PROPERTY DESCRIPTION

Being land in the First Civil District, Thirty-Second Councilmanic District, Nashville, Davidson County, Tennessee, located generally south of Old Hickory Boulevard and west of Edmondson Pike, being Lot 1, Revision One, Resubdivision of Lot 2, First Revision of Edmondson Crossing Shopping Center as of record in Instrument No. 200002070012628, R.O.D.C. and being more particularly described as follows:

Beginning at an iron pin found in the southerly right-of-way line of Old Hickory Boulevard at the northeast property corner of Alan D. Revelette and Candace Revelette as of record in Deed Book 11145, page 533, R.O.D.C. also being the northwest corner of the herein described lot;

Thence, with the southerly right-of-way line of Old Hickory Boulevard the following three calls:

S48°05'31"E, 29.19 feet to an iron pin found;
S51°17'49"E, 127.98 feet to a pk nail found;
S49°27'22"E, 103.37 feet to a northwest corner of Lot 2 of the above mentioned plan;

Thence, leaving said southerly right-of-way line of Old Hickory Boulevard with the westerly and northerly property line of said Lot Two the following three calls:

S07°40'11"W, 104.68 feet;
S17°38'07"E, 21.18 feet;
S89°05'38"W, 227.92 feet to the southwest corner of the herein described Lot 1 and being in the easterly line of Revelette;

Thence, with said easterly line of Revelette, N06°46'57"E, 194.46 feet;

Thence, N06°56'50"E, 101.90 feet to the point of beginning.

Containing 46,123 square feet or 1.06 acres, more or less.

Being the same property conveyed to N. O. M. O. H. Ltd. by deed of record in Instrument No. 20010403-0031937, Register's Office for Davidson County, Tennessee.