(9)

Bk 36

This instrument prepared by:
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Bank of America Plaza, Suite 1100
414 Union Street
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 06/14/01 15:10 7pgs
Fees:31.00 Taxes:721.50
20010614-0063121

SPECIAL WARRANTY DEED

FROM: **SHONEY'S, INC., a Tennessee corporation, as Grantor**

TO: **COMMISSARY OPERATIONS, INC., a Tennessee corporation, 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
Commissary Operations, Inc. 2629 Eugenia Avenue Nashville, TN 37211	Same	107-1,52

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $195,000.00.

C. Mobley
Affiant

Subscribed and sworn to before me, this the 11th day of June, 2001.

Wanda H. Parsons
Notary Public

My Commission Expires:

7/28/01

WANDA G. PARSONS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

406589-3

THIS SPECIAL WARRANTY DEED is made as of the 11 day of June, 2001, from **SHONEY'S, INC.,** a Tennessee corporation (the "Grantor"), to **COMMISSARY OPERATIONS, INC.,** a Tennessee corporation (the "Grantee").

W I T N E S S E T H:

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.

The Premises are improved property with an address of Massman Drive, Nashville, Tennessee 37210. The description contained in Exhibit A is a new description that references a subdivision plat recorded subsequent to Grantor's acquisition of the Premises.

Grantee already owns title to the improvements located on the Premises, and this conveyance relates to land only. 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.

This conveyance is made subject to Grantor's exclusive right of first refusal (the "Right of First Refusal") as set forth below:

> For so long as Grantor owns any part of the property contiguous to the Premises and described in Exhibit B hereto, Grantee or any Affiliate (as hereinafter defined) (Grantee and all such Affiliates are hereinafter collectively referred to as "Owner"), shall not sell, transfer or otherwise convey, except as set forth herein, such Owner's ownership interest in the Premises or any portion thereof to a third party unless Grantor is first given the opportunity to purchase the Premises or such portion thereof and declines to do so as hereinafter provided. Owner shall deliver to Grantor written notice of any such proposed sale and attach thereto a fully executed copy of the sale contract (the "Proposed Contract") therefor and all related documents. Grantor shall have thirty (30) days after receipt of such notice to exercise its right to purchase the

Premises or such portion thereof, such exercise to be evidenced by written notice thereof to Owner accompanied by a contract to purchase the Premises or such portion thereof duly executed by Grantor on the same terms and conditions as the Proposed Contract. If Grantor fails to exercise such right to purchase within such thirty (30) day period, Owner may proceed under the Proposed Contract (unless the Modification Notice (as hereinafter defined) is given); provided, however, that any conveyance to a third party pursuant to the Proposed Contract must be consummated not prior to thirty-one (31) days, but not later than ninety (90) days, after Grantor's receipt of the Proposed Contract, and the conveyance to such third party may only be consummated upon the same terms and conditions as contained in the Proposed Contract. If such conveyance to such third party is not so consummated, then Owner shall not convey the Premises or any portion thereof without again offering to convey the Premises or such portion thereof to Grantor as provided above. If Owner delivers to Grantor written notice (the "Modification Notice") of a change in the purchase price, in the identity of the purchaser under the Proposed Contract or in any other material term of the Proposed Contract, then Grantor shall be given the greater of (i) seven (7) days after receipt of the Modification Notice or (ii) the balance of the thirty (30) day period to exercise its right to purchase the Premises or such portion thereof, such exercise to be evidenced by written notice thereof to Owner accompanied by a contract to purchase the Premises or such portion thereof duly executed by Grantor on the same terms and conditions as the Proposed Contract as proposed to be amended. If the purchase price as set forth in the Proposed Contract provides for payment of all or any portion of the purchase price by means other than same day funds (*e.g.*, exchange of property or use of stock), then Grantor may elect to pay the purchase price in same day funds at closing.

Notwithstanding the foregoing, this Right of First Refusal shall not apply in the event that Grantee receives an offer from a third party to purchase from Grantee all or substantially all of the assets of Grantee nor shall it apply to any sale-leaseback of the Premises undertaken as part of a *bona fide* plan of financing.

The term "Affiliate" individually shall mean each individual, partnership, corporation, trust or other similar entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Grantee or its successors-in-interest, and the term "Affiliates" shall mean all such Affiliates collectively.

TO HAVE AND TO HOLD the Premises, together with any rights, privileges, easements and appurtenances thereunto belonging, 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 conveyed hereby; (iii) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (iv) all applicable building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; and (v) the Right of First Refusal. 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 CONVEYED HEREBY, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY 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.

SHONEY'S, INC., a Tennessee corporation

By: V. Michael Payne
Name: Van Michael Payne
Title: Senior V.P. & Controller

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared V. michael Payne, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be SR. V.P. & Controller of Shoney's, Inc., a Tennessee corporation, and that he as such SR V P & Controller, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as SR V P & Controller.

Witness my hand and seal, at office in Nashville, Tennessee, this 8th day of June, 2001.

Wanda G. Parsons
Notary Public

[SEAL]

WANDA G. PARSONS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My Commission Expires:

7/28/01

406589-3

Exhibit A

Description of Premises

Certain real estate lying and being in the First Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Being land lying in the Fifteenth (15th) Councilmanic District of Nashville, Davidson County, Tennessee, and being Lot No. 2 on the plat of Resubdivision of Lot No. 25 of Revision Section 36 and Revision Section 19, Metropolitan Industrial Park, recorded as Instrument No. 20010409-0034499, in the Office of the Register of Deeds for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being part of the property conveyed to Danner Foods Realty, Inc., by deed of record in Book 4396, page 283, and to Shoney's Big Boy Enterprises, Inc., by deeds of record in Book 4674, page 414, and Book 5084, page 899; the said Danner Foods Realty, Inc., having merged into Shoney's Big Boy Enterprises, Inc., as evidenced by Articles of Merger of record in Book 4976, page 985; the said Shoney's Big Boy Enterprises, Inc., having changed its name to Shoney's, Inc., as evidenced by Articles of Amendment to the Restated Charter of record in Book 5082, page 399, all in the Office of the Register of Deeds for Davidson County, Tennessee.

Exhibit B

Description of Grantor's Contiguous Property

Parcel I:

Certain real estate lying and being in the First Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Being land lying in the Fifteenth (15th) Councilmanic District of Nashville, Davidson County, Tennessee, and being Lot 44 as shown on the revised plat of "Metropolitan Industrial Park, Section 36 and Revision Section 19", as of record in Plat Book 4955, page 36, Register's Office of Davidson County, Tennessee.

Parcel I being property conveyed to Shoney's, Inc., by deed of record in Book 7783, page 449, in the Office of the Register of Deeds for Davidson County, Tennessee.

Parcel II:

Certain real estate lying and being in the First Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Being land lying in the Fifteenth (15th) Councilmanic District of Nashville, Davidson County, Tennessee, and being Lot No. 1 on the plat of Resubdivision of Lot No. 25 of Revision Section 36 and Revision Section 19, Metropolitan Industrial Park, recorded as Instrument No. 20010409-0034499, in the Office of the Register of Deeds for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Parcel II being part of the property conveyed to Danner Foods Realty, Inc., by deed of record in Book 4396, page 283, and to Shoney's Big Boy Enterprises, Inc., by deeds of record in Book 4674, page 414, and Book 5084, page 899; the said Danner Foods Realty, Inc., having merged into Shoney's Big Boy Enterprises, Inc., as evidenced by Articles of Merger of record in Book 4976, page 985; the said Shoney's Big Boy Enterprises, Inc., having changed its name to Shoney's, Inc., as evidenced by Articles of Amendment to the Restated Charter of record in Book 5082, page 399, all in the Office of the Register of Deeds for Davidson County, Tennessee.