This Instrument Was Prepared by:
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Tax Map/Parcel No.
142-00-0 135.00

Davidson County DEEDWARR
Recvd: 06/17/03 14:30 5pgs
Fees:28.00 Taxes:2784.62
20030617-0083448

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of June, 2003.

SHN PROPERTIES, LLC, a Delaware limited liability company (the "First Party"), for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration to it in hand paid by **USRP (S&C), LLC**, a Delaware limited liability company (the "Second Party"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto Second Party the land described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property"), subject to matters of record, if any, to the extent the same are valid, subsisting and affect the Property (the "Permitted Encumbrances"). This is improved property known as 7075 Old Harding Road, Bellevue, Tennessee 37221. The legal description in **Exhibit A** is the same as that which appears in the previous deed.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, easements, servitudes, rights-of-way and appurtenances belonging or appurtenant to the Property and all improvements on that portion of the Property owned in fee simple by First Party and any interest of First Party in the improvements on the remainder of the Property, unto Second Party, its successors and assigns, forever, subject to the Permitted Encumbrances, and First Party does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property, subject to the Permitted Encumbrances, unto Second Party, its successors and assigns, against every person whomsoever claiming the same, or any part thereof, by, through or under First Party, but not otherwise. Notwithstanding any reference to acreage or square footage contained in the description of the property conveyed hereby, First Party makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property conveyed hereby. First Party further makes no representation or warranty, express or implied, with respect to the ownership of the oil, gas or other minerals located on, under or within the property conveyed hereby.

EXECUTED as of the 13th day of June, 2003.

SHN PROPERTIES, LLC,
a Delaware limited liability company

By: Captain D's, LLC, a Delaware limited liability company, as Managing Member

By: _____
Printed Name: **Colt Hothorn**
Title: **Vice President**

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Colt Hothorn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Captain D's, LLC, a Delaware limited liability company and the Managing Member of SHN Properties, LLC, the within named bargainor, a Delaware limited liability company, and that he as such Vice President of the Managing Member of SHN Properties, LLC, executed the foregoing instrument for the purpose therein contained, by personally signing the name of SHN Properties, LLC, by himself as Vice President of the Managing Member.

Witness my hand and seal, at office in Nashville, Tennessee, this 4 day of June, 2003.

Monica A. Carlson
Name: Monica A. Carlson
Notary Public

[SEAL]

My Commission Expires: Nov. 25, 2006

MONICA A. CARLSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

The actual consideration or value, whichever is greater, for this transfer is Seven Hundred Fifty-Two Thousand Six Hundred One and No/100 Dollars ($752,601.00).

Affiant

Subscribed and sworn to before me this 5th day of June, 2003.

Notary Public

My Commission Expires:_____

BRENDA PFEIFF
Notary Public
State of Texas
My Commission Expires
February 11, 2007

(seal)

New Owner:
Responsible Taxpayer Mailing Address:
USRP (S&C), LLC
12240 Inwood Road, Suite 300
Dallas, Texas 75244
Attn: Asset Management

Exhibit A

Parcel I:

Land in Davidson County, Tennessee, being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 1A on the Plan of the Resubdivision of Lot 1, Peggy Ann Wiggins Division of record in Book 6200, Page 169, 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 SHN Properties, LLC, by Warranty Deed recorded in Book 10715, Page 443, as re-recorded in Book 10717, Page 899, and as corrected in Book 10818, Page 780, and the same property conveyed by Quitclaim Deed recorded as Instrument No. 20030617008344 7, all in the Office of the Register of Deeds for Davidson County, Tennessee.

Parcel II:

All rights accruing to Parcel I established by that certain Declaration of Easements, dated as of May 23, 1995 (the "Declaration"), made by Shoney's, Inc., a Tennessee corporation, recorded in Book 9692, Page 927, in the Office of the Register of Deeds for Davidson County, Tennessee, including, without limitation, the following:

(a) A nonexclusive, perpetual easement appurtenant to Parcel I, for the benefit of the Owner (as defined in the Declaration, to which reference is hereby made) of Parcel I and its tenants, invitees, employees, agents, customers and invitees of such tenants, for vehicular and pedestrian ingress, egress and access to and from Parcel I over, upon and across the driving lanes existing on the date of the Declaration on the Captain D's Easement Area (as defined and described in the Declaration, to which reference is hereby made for a more complete description);

(b) A nonexclusive, perpetual easement appurtenant to Parcel I, for the benefit of the Owner (as defined in the Declaration, to which reference is hereby made) of Parcel I and its tenants, invitees, employees, agents, customers and invitees of such tenants, for the parking of motor vehicles over and upon the designated parking spaces existing on the date of the Declaration on the Captain D's Easement Area (as defined and described in the Declaration, to which reference is hereby made for a more complete description); and

(c) A nonexclusive, perpetual easement appurtenant to Parcel I, for the benefit of the Owner (as defined in the Declaration, to which reference is hereby made) of Parcel I and its tenants, invitees, employees, agents, customers and invitees of such tenants, for the operation, repair and maintenance of all utility lines existing on the date of the Declaration and serving Parcel I that are located on, across, over and under Tract II (as defined and described in the Declaration, to which reference is hereby made for a more complete description).

Parcel III:

All rights accruing to Parcel I established by the Plan of the Resubdivision of Lot 1, Peggy Ann Wiggins Division of record in Book 6200, Page 169, in the Office of the Register of Deeds for Davidson County, Tennessee (the "Plat"), including, without limitation, a nonexclusive, perpetual Joint Access Easement, for the benefit of Parcel I, over, upon and across that portion of Lot 1B (as established by the Plat) and that portion of Lot 2 (as established by the Plan of Peggy Ann Wiggins Division of record in Book 5800, Page 243, in the Office of the Register of Deeds for Davidson County, Tennessee), included within the bounds of the shaded Joint Access Easement depicted by the Plat.