This Instrument Was Prepared by:
David J. White
Dinsmore & Shohl LLP
Bank of America Plaza, Suite 1100
414 Union Street
Nashville, Tennessee 37219

Tax Map/Parcel No.
95-4/187

Davidson County DEEDWARR
Recvd: 06/17/03 15:02 4pgs
Fees:23.00 Taxes:2960.01
20030617-0083505

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 2633 Lebanon Road, Nashville, Tennessee 37214. 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

My Commission Expires: Nov. 25, 2006

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

429495_2.DOC
Store No. 3501

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Thousand Three and No/100 Dollars ($800,003.00).

Valerie S. Sivrling

Affiant Valerie S. Sivrling, as manager for USRP (S&C), LLC

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

Tract I:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Resubdivision of the Lebanon Pike Shoney's and Lee's, of record in Book 9700, page 40, Register's Office for Davidson County, Tennessee, to which plan 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. 20030617008350 4, all in the Office of the Register of Deeds for Davidson County, Tennessee.

Tract II:

All rights accruing to Tract I granted in that certain Declaration of Easements, dated as of September 29, 1995 (the "Declaration"), by Shoney's, Inc., recorded in Book 9815, Page 258, in the Office of the Register of Deeds for Davidson County, Tennessee, and as set forth on the Plan of the Resubdivision of the Lebanon Pike Shoney's and Lee's, recorded in Book 9700, page 40, in the Office of the Register of Deeds for Davidson County, Tennessee, including, without limitation, a nonexclusive, perpetual easement, appurtenant to Tract I and for the benefit of the Owner (as defined in the Declaration, to which reference is hereby made) of Tract I and its tenants, invitees, employees, agents, customers and invitees of such tenants, for vehicular and pedestrian ingress and egress over, upon and across the Shoney's Access Easement Area (as defined and described in the Declaration, to which reference is hereby made for a more complete description).