This instrument was prepared by:
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Nashville, Tennessee 37219

Davidson County DEEDWARR
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Fees:23.00 Taxes:3570.12
20030731-0108941

SPECIAL WARRANTY DEED

FROM: **SHN PROPERTIES, LLC, a Delaware limited liability company, as Grantor**

TO: **D-DOZEN, LLC, a Tennessee limited liability company, 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 Number
D-Dozen, LLC 1717 Elm Hill Pike, Suite A-1 Nashville, Tennessee 37210	Same	019-14-0 005.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $964,896.00.

Affiant

Subscribed and sworn to before me, this the 28th day of July, 2003.

Notary Public

My Commission Expires: My Commission Expires November 26, 2005

THIS SPECIAL WARRANTY DEED is from **SHN PROPERTIES, LLC**, a Delaware limited liability company (the "Grantor"), to **D-DOZEN, LLC**, a Tennessee limited liability company (the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, by these

presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain real property (the "Property") situate in Davidson County, Tennessee, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

The Property is improved property known as 405 Long Hollow Pike, Goodlettsville, Tennessee 37072. The legal description of the Property in **EXHIBIT A** hereto is the same as that which appeared in the previous deed.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, but excluding (i) all of Grantor's or its affiliate's names, service marks, trademarks, trade names, logos, symbols, indicia or other forms of advertising and intellectual property, and (ii) all equipment, furniture, trade fixtures and other personal property (exclusive of lighting, electrical, and heating and air conditioning improvements), including, but not limited to: (1) removable decor items and office equipment; (2) building lettering, signs, sign posts and sign standards; and (3) food and customer service equipment (whether unattached or attached to the improvements on the Property by bolts and screws and/or by utility connections, including, without limitation, walk-in refrigerators and freezers, remote refrigeration systems, exhaust systems and hoods and water heaters).

AND Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor but not otherwise and except as to those matters to which this conveyance is expressly made subject.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING MATTERS:

1. Taxes and assessments (both general and special) for the year 2003 and subsequent years, which are not yet due and payable;

2. Any state of facts that would be disclosed by an accurate survey or independent inspection of the Property;

3. Any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record, if any, provided that this reference shall not reimpose the same; and

4. All applicable building and zoning ordinances, and all applicable regulations and restrictions imposed by governmental authorities.

GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EXACT AMOUNT OF ACREAGE OR SQUARE FOOTAGE IN THE PROPERTY, OR AS TO THE OWNERSHIP OF THE MINERALS LOCATED ON, UNDER OR WITHIN THE PROPERTY. GRANTOR MAKES NO

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY CONVEYED HEREBY, INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS LOCATED THEREON, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY CONVEYED HEREBY, INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS LOCATED THEREON, IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION.

IN WITNESS WHEREOF the Grantor has caused this Special Warranty Deed to be executed as of _____, 2003.

SHN PROPERTIES, LLC, a Delaware limited liability company

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

By: _____
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 28th day of July, 2003.

Wanda G Parsons
Name: WANDA G PARSONS
Notary Public

[SEAL]

My Commission Expires: 5/29/05

431781_1.DOC
Store No. 3670
Goodlettsville, Tennessee

EXHIBIT A

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

Being a tract of land in the Second, formerly the Tenth Civil District of Davidson County, Tennessee, located within the corporate limits of the City of Goodlettsville, being Lot No. 7 as shown on the Plat of Section 6, Northgate Industrial Park, of record in Book 5210, page 394, Register's Office for said County, lying on the southerly margin of Long Hollow Pike and more fully described as follows:

Beginning at the northeast corner of Section 5, Northgate Industrial Park, of record in Book 5190, page 515, Register's Office for said County; thence with the margin of said southerly right-of-way of Long Hollow Pike, North 42° 33' 14" East and a 1474.39 foot radius curve to the left, 110 feet to an iron pin, said curve having a chord bearing and distance of North 42° 33' 14" East, 109.975 feet; thence South 45° 18' 54" East, 215 feet to an iron pin; thence South 42° 33' 16" West, 110 feet to an iron pin; thence North 45° 18' 31" West, 215 feet to an iron pin in the southerly margin of Long Hollow Pike, being the point of beginning and containing .541 acres, more or less.

Being part of the property conveyed to SHN Properties, LLC, by Warranty Deed of record 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 of record as Instrument Number 20030731-0108940, all in the Office of the Register of Deeds for Davidson County, Tennessee.