**SPECIAL WARRANTY DEED**

FROM: Robert Kyle Trent and First Tennessee Bank, N.A., a national banking association, as Trustee of the Derward K. Trent QTIP Marital Trust under Will, Grantors

This instrument was prepared by:
Warren H. Wild, Jr., Esq.
STITES & HARBISON PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

TO: CNL Restaurant Investors Properties, LLC, a Delaware limited liability company

Davidson County DEEDWARR
Recvd: 11/17/03 14:54 5pgs
Fees:28.00 Taxes:2035.00
20031117-0167512

| Address New Owner: | Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes: | Map-Parcel Numbers: part of 135-253 |
|---|---|---|
| CNL Restaurant Investors Properties, LLC<br>CNL Center at City Commons<br>450 S. Orange Avenue<br>Orlando, FL 32801 | Same | New Tax Parcel 421 |

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STATE OF Florida )
COUNTY OF ORANGE )

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Fifty Thousand and No/100 Dollars ($550,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 21st day of October, 2003.

S. DAVID COOPER
MY COMMISSION # DD 205837
EXPIRES: April 28, 2007
Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires:_____

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FOR AND IN CONSIDERATION OF the sum of Five Hundred Fifty Thousand and No/100 Dollars ($550,000.00), the receipt and sufficiency of which are hereby acknowledged, Robert Kyle Trent, an individual ("Trent"), and First Tennessee Bank, N.A., a national banking association ("Bank"), as Trustee of the Derward K. Trent QTIP Marital Trust under Will (the "Trust", and together with Trent, "Grantors"), have bargained and sold, and by these presents do transfer and convey unto CNL Restaurant Investors Properties, LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property located at the northeasterly corner of Murfreesboro Road and Brooksboro Place.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference. In addition, this conveyance is expressly made subject to the following restriction: For a period of three (3) years after the recording of this deed, the Property shall not be developed or used for any purpose other than as an Arby's restaurant.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

Grantors covenant and bind Grantors, their heirs, successors and assigns to warrant and forever defend the title to the Property to Grantee, its, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B

Grantee acknowledges and agrees that Bank, as Grantor, is acting solely in its fiduciary capacity as Trustee of the Trust and not for Bank's own account. Grantee agrees that Bank shall have no personal liability whatsoever under this Agreement in its capacity as Grantor. Grantee further agrees that all claims by Grantee against Grantor hereunder shall be made only against Trustee and Trent, and not against Bank, and that any liability of Bank in its capacity as Grantor hereunder shall be satisfied only from the assets of the Trust.

Witness our hands this 20th day of October, 2003.

Robert Kyle Trent

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, Deborah A. Hughes, a Notary Public of said County and State, ROBERT KYLE TRENT, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 15th day of October, 2003.

Deborah A. Hughes
Notary Public

DEBORAH A. HUGHES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAY 30, 2007

FIRST TENNESSEE BANK, N.A., a national banking association, AS TRUSTEE OF THE DERWARD K. TRENT QTIP MARITAL TRUST UNDER WILL

By: Keith Keisling

Its: Vice Pres. & Trust Officer

By/Attest: Chris Kimler

Its: Vice Pres.

[CORPORATE SEAL]

STATE OF TENNESSEE )
COUNTY OF Davidson )

Before me, Deborah A. Hughes, a Notary Public of said County and State, personally appeared Keith Keisling, and Chris Kimler with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Vice Pres. Trust Officer and Vice President (or other officer authorized to execute the instrument) of FIRST TENNESSEE BANK, N.A., a national banking association, as Trustee of the Derward K. Trent QTIP Marital Trust under Will, and that they as such Vice Pres. Trust Officer and Vice President executed the foregoing instrument for the purposes therein contained, by signing and attesting the name of the national banking association by themselves as its Vice Pres. Trust Officer and Vice President, respectively.

Witness my hand and seal, at Office, this 15th day of October, 2003.

Deborah A. Hughes
Notary Public

My Commission Expires:

DEBORAH A. HUGHES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires MAY 30, 2007

**EXHIBIT A**

Property Description

Land in Davidson County, Tennessee, being Lot 1 on the Final Plat of Nashboro Square recorded as Instrument No. 20030922-0139-711, in the Register's Office of Davidson County, Tennessee, to which reference is here made for a complete description.

Being part of the property conveyed to Robert Kyle Trent as to his interest therein from Knox Youth Sports, Inc., by Deed of record in Book 10526, Page 33, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Deward K. Trent as to his interest therein of record in Book 9642, page 39, Register's Office for Davidson County, Tennessee. Deward K. Trent having since died and pursuant to his will of record in Will Book 27, page 31, in the Probate Court Clerk's Office for Hamblen County, Tennessee, the property was vested in First Tennessee Bank, N.A., a national banking association, As Trustee of the Derward K. Trent QTIP Marital Trust Under Will

**EXHIBIT B**

Encumbrances

1. All restrictions and other matters shown on Plat recorded in Instrument No. 20010315-0024829 in said Register's Office to the extent not voided, vacated and superceded by the plat described as Item 4 below.

2. All restrictions and other matters shown on Plat recorded as Instrument No. 20030922-0139711 in said Register's Office.

3. Storm Water Detention Agreement between Grantor and Metropolitan Government of Nashville and Davidson County, Tennessee recorded as Instrument No. 20030627-0089291 in said Register's Office.

4 If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq. Grantee shall pay any increase in 2003 taxes resulting from any increase in such taxes as a result of improvements to the Property made by Grantee.

5. Declaration of Easements, Covenants, Conditions and Restrictions recorded as Instrument No. 20031015-0153147, in said Register's Office.