FIRST AMERICAN TITLE INSURANCE CO.
6077 PRIMACY PARKWAY, SUITE 121-B
MEMPHIS, TN 38119

NCS 77493 BJP

Davidson County DEEDWARR
Recvd: 04/29/04 15:00 4pgs
Fees:22.00 Taxes:0.00

20040429-0048846

SPECIAL WARRANTY DEED

MST Tract
Reference: 106-00-0-074.00

THIS INDENTURE, made and entered into this 16th day of March 2004, by and between PICCADILLY CAFETERIAS, INC., a corporation organized and existing under and by virtue of the laws of the State of Louisiana, as debtor and debtor-in-possession, party of the first part, and PICCADILLY RESTAURANTS, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, party of the second part,

WITNESSETH: That for and in consideration of Nine Hundred Eighty Thousand and No/100 DOLLARS ($980,000), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, together with all improvements located thereon (collectively, the "Property"), situated and being in the City of Nashville, County of Davidson, State of Tennessee:

See Exhibit A attached hereto, being the same property conveyed to Piccadilly Cafeterias, Inc., a Louisiana corporation, by deed from Third National Bank, as Executor of the Estate of W. L. Hagan, deceased, as shown of record in Book 7958, Page 986, Register's Office for Davidson County, Tennessee

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto and hereditaments thereunto belonging or in anywise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever, and the party of the first part does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property unto the party of the second part and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under the party of the first part, but not otherwise.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the Property; that it has a good right to sell and convey the same; that the same is made and accepted subject to any and all liens, easements, restrictions, covenants and conditions of record.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

L&W No. 13
Site No. 4238
Site Name: NVMW

This Transaction is EXEMPT from transfer tax pursuant to 11 U.S.C.A § 1146 (c).
Transaction is EXEMPT from transfer tax pursuant to Bankruptcy Order Case No. 03-27976-BKC-RBR U.S. Bankruptcy Court Southern District of Florida

Property Address: 874 Murfreesboro Pike,
Nashville, Tennessee 37217
Address of New Owner:
Piccadilly Restaurants, LLC
3232 South Sherwood Forest Boulevard
Baton Rouge, Louisiana 70816

Mail tax bills to:
Same as above

This instrument prepared by:
Edith R. Perez, Esq.
Latham & Watkins LLP
633 West Fifth Street, Suite 4000
Los Angeles, California 90071

By: Edith R. Perez

State tax	EXEMPT
Register's fee	(pursuant to Section
Recording fee	1146(c) of the U.S.
Total	Bankruptcy Code)
T.G. #	

Return to:
Edith R. Perez, Esq.
Latham & Watkins LLP
633 West Fifth Street, Suite 4000
Los Angeles, California 90071

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $980,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

PICCADILLY CAFETERIAS, INC., a Louisiana corporation, as Debtor and Debtot-in-Possession

By: J G. McGregor
John G. McGregor,
Chief Executive Office

State of Florida
County of Dade

Affiant

Subscribed and sworn to before me this 19 day of March, 2004

Laurie M
Notary Public
LAURIE MANSURE

My Commission expires: _____

LAURIE M. MANSURE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD103886
EXPIRES 05/22/2006
BONDED THRU 1-888-NOTARY1

(signatures on next page)

L&W No. 13
Site No. 4238
Site Name: NVMW

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

PICCADILLY CAFETERIAS, INC.,
a Louisiana corporation, as Debtor and
Debtor-in-Possession

By: _____
John G. McGregor
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 16 day of March, 2004 by John McGregor as CEO for Piccadilly. He/she/they is/are personally known to me or has/have produced — as identification.

_____
Notary Public
LAURIE MANSURE
Type or Print Name of Officer Taking Acknowledgement
Notary Expiration _____
Notary Seal

LAURIE M. MANSURE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD103886
EXPIRES 05/22/2006
BONDED THRU 1-888-NOTARY1

L&W No. 13
Site No. 4238
Site Name: NVMW

EXHIBIT A

Davidson County, TN

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF NASHVILLE, COUNTY OF DAVIDSON, STATE OF TENNESSEE AND IS DESCRIBED AS FOLLOWS:

Land in the 1st civil District, 16th Councilmanic District of Davidson County, Tennessee, being Lot 1 as shown on the Final Plat of National Construction Company, Piccadilly Cafeterias, Inc., of record in Book 6900, Page 994, Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete and accurate description.