Davidson County DEEDWARR
Recvd: 03/10/05 11:14 4 pg
Fees:23.00 Taxes:26825.00
20050310-0026599

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (CBRJR)
Two American Center, Suite 1150
3102 West End Avenue
Nashville, Tennessee 37203

ADDRESS NEW OWNER:

Rudy's Farm Company
of Tennessee, LLC
c/o Frank J. Rudy, Jr.
Colbert & Winstead, P.C.
1812 Broadway
Nashville, TN 37203

PARTY RESPONSIBLE FOR PAYMENT OF TAXES:

New Owner

MAP-PARCEL NOS.:

Map 62,
Parcels 233.00,
234.00, 235.00
236.00, 237.00
and 118.00

SPECIAL WARRANTY DEED WITH USE RESTRICTION

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by FIDDLER'S INN, INC., a Tennessee corporation ("Grantor"), has this day bargained and sold and does hereby transfer and convey unto RUDY'S FARM COMPANY OF TENNESSEE, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

This is improved and unimproved property known as Music Valley, Nashville, Tennessee 37214.

TO HAVE AND TO HOLD, the Property with the appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that the same is unencumbered except for those matters set forth in Exhibit "B," attached hereto and incorporated herein by this reference and the following use restriction:

> As a material consideration to Grantor for its conveyance of title to the Property to Grantee, the Property may not be used for the sale of gasoline and other petroleum products until March 9, 2025.

Grantor further covenants and binds itself and its 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 claiming by, through or under Grantor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $7,250,000.00.

AFFIANT

Subscribed and sworn to before me this 9th day of March, 2005.

Notary Public

My Commission Expires:
9-24-05

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this 9th day of March, 2005.

GRANTOR:

FIDDLER'S INN, INC.

BY: _____
John A. Hobbs, Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public, John A. Hobbs, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Vice President of FIDDLER'S INN, INC., a Tennessee corporation, being authorized to execute the foregoing instrument on behalf of the corporation.

WITNESS MY HAND, at office this 9th day of March, 2005.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
9-24-05

EXHIBIT "A"
LEGAL DESCRIPTION

BEING land lying in Davidson County, Tennessee, being Lot 1 on the Plat of record in Book 9700, Page 761, Register's Office for Davidson County, Tennessee, and being Lots 2, 3, 4, 5 and 7 on the Plat of record in Book 7900, Page 731, said Register's Office, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Fiddler's Inn, Inc., by deeds of record in Book 4944, Page 835, Book 5004, Page 197, as corrected in Book 5152, Page 439, Book 5118, Page 22, Book 5869, Page 80, Book 5877, Page 627, Book 6872, Page 340, Instrument No. 20030213-0020035 and Instrument No. 20030213-0020036, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
TITLE EXCEPTIONS

1. Metropolitan Nashville and Davidson County ad valorem real property taxes and special assessments for the year 2005, a lien, but not presently due and payable.

2. Rights of tenants in possession as tenants only under unrecorded leases.

3. Matters shown on a survey (untitled and containing no job number) prepared by Campbell McRae & Associates, certified by John Alan Hood, RLS No. 1838, dated March 1, 2005.

4. All matters as shown on the plat of record in Plat Book 9700, Page 761, Register's Office for Davidson County, Tennessee ("RODC").

5. All matters shown on the plat of record in Plat Book 7900, Page 731, RODC.

6. Easement(s) of record in Book 5152, Page 439, RODC.

7. Agreement for Dedication of Easement Water Mains and Appurtenances of record in Book 4866, Page 546, Book 9578, Page 845, Book 9578, Page 848 and Book 10799, Page 712, RODC.

8. Slope Easement Agreement of record in Book 9197, Page 256, RODC.

9. Grant of Utility Line Easement of record in Book 9233, Page 278, RODC.

10. Right of Way for Street Purposes and Right of Entry for Temporary Construction Purposes of record in Book 10676, Page 601, RODC.

11. All of the terms and provisions set forth and contained in that certain Lease between Fiddler's Inn, Inc., Lessor, and BJH, Inc., Lessee, a memorandum of which is recorded in Instrument No. 20040928-0116730, RODC.

12. Easements as shown in the deed of record in Book 4944, Page 835, Book 5118, Page 22 and Book 5869, Page 80, RODC