This instrument prepared by:

Jennifer Morgan
Kirkland & Ellis, LLP
153 East 53rd Street
New York, NY 10022

Davidson County DEEDWARR
Recvd: 12/01/06 09:34 6 pgs
Fees:33.00 Taxes:8931.65

20061201-0148331

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Joe's Crab Shack Real Estate Holdings, Inc.	c/o JCS Holdings,LLC Attn: Robert Q. Berlin	93-06-04-51
1510 West Loop South	130 Main Street	
Houston, TX 77027	New Canaan, CT 06840	

SPECIAL WARRANTY DEED
(NASHVILLE, TN)

STATE OF TENNESSEE §
§ KNOW ALL PERSONS BY THESE PRESENTS THAT:
COUNTY OF DAVIDSON §

THAT, **CRAB HOUSE, INC.** ("***Grantor***"), for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid to Grantor by **JOE'S CRAB SHACK REAL ESTATE HOLDINGS, INC.,** a Delaware corporation (herein referred to as "***Grantee***") whose mailing address is 1510 West Loop South, Houston, TX 77027, and other considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, TRANSFERRED, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, TRANSFER, and CONVEY unto Grantee: (i) that certain tract or parcel of real property in the City of Nashville, of Davidson County, Tennessee as more particularly described on **Exhibit "A"** attached hereto, incorporated herein and made a part hereof for all purposes (the "***Land***") and (ii) any and all buildings, structures, and other improvements, situated on the Land and all fixtures and other property affixed thereto (collectively, the "***Improvements***") (the Land and the Improvements are herein collectively referred to as the "***Property***").

This conveyance is made only subject and subordinate to all matters set forth on **Exhibit "B"** attached hereto(the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever in **FEE SIMPLE**; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS unto Grantee, without warranty, whether express or implied, all right, title and interest, if any, of Grantor in and to all tenements, hereditaments, easements, rights-of-way, rights, licenses, patents, rights of ingress and egress, reversionary interests, privileges and appurtenances belonging, pertaining or relating to the Property, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities relating to the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired, and the entire right, title and interest of Grantor, if any, in, to and under all streets, ways, alleys, passages, strips, gores, pipes, pipelines, sewers, sewer rights, ditches, waters, water courses, water rights and powers, air rights, railroad sidings, minerals, mineral rights and mineral interests adjoining, upon, above, in, under or pertaining to the Property, and all claims or demands whatsoever of Grantor, either in law or in equity, with respect to the Property, including, without limitation, any unpaid awards to be made relating thereto, including any unpaid awards or damages payable by reason of damage thereto or by reason of a widening of any adjoining streets or roads or a changing of the grade with respect to same, but in each case only to the extent Grantor owns and has the right to transfer the same to Grantee.

Real estate ad valorem taxes, assessments and standby fees for the year 2006 have been prorated as of the date hereof, and Grantee assumes the payment thereof and the same for subsequent years.

SIGNATURE PAGE FOLLOWS

EXECUTED on the date set forth in the acknowledgement below, to be effective for all purposes as of the 16 TH day of November, 2006.

GRANTOR:

CRAB HOUSE, INC.

By: _____
Steven L. Scheinthal, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned Notary Public, of the State and County aforesaid personally appeared Steven L. Scheinthal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged (himself) (herself) to be the Vice President of CRAB HOUSE, INC., a corporation, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by (himself) (herself) as such Vice President.

WITNESS my hand and seal at office this 16 TH day of November, 2006.

_____
Notary Public

MARA DEMENT PRIESTLEY
MY COMMISSION EXPIRES
February 16, 2009

My Commission Expires: 2/16/2009

STATE OF TEXAS

COUNTY OF HARRIS

The actual consideration or value whichever is greater, for this transfer is $2,413,959.00

Affiant _____

Subscribed and sworn to before me this the 16 day of November, 2006.

MARA DEMENT PRIESTLEY
MY COMMISSION EXPIRES
February 16, 2009

Notary Public _____

ARTICLE IMY COMMISSION EXPIRES: 2/16/2009

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Legal Description of premises located at 123 2nd Avenue South, Nashville, Tennessee 37201:

Land in Davidson County, Tennessee, being part of Lot No. 2 on the First Plan of Davidson Academy Lots, not of record, and being Lots Nos. 1 and 2, and part of Lots Nos. 3, 4, 7, 8 and 9 on the Plan of Ellis and Moore's Subdivision of Davidson Academy Lots, as of record in Minute Book "L", page 358, Chancery Court at Nashville, and described more particularly according to an "As-Built" Survey prepared by Allen R. Trumbo, R.L.S. No. 1127, Dale and Associates, 516 Heather Place, Nashville, TN 37204, dated December 20, 1996 revised December 31, 1998, Job No. 95110, as follows:

Beginning at an iron rod situated in the westerly margin of Second Avenue South, said point being the southeast corner of The Leon Company property of record in Book 8094, page 647, Register's Office for Davidson County, Tennessee, said point also being the northeast corner of the hereon described tract;

Thence, along said road, S 27 degrees 28 minutes 00 seconds E, a distance of 101.00 feet to an iron rod;

Thence, leaving said road, S 62 degrees 34 minutes 00 seconds W, a distance of 215.05 feet to an iron rod situated in the easterly margin of Third Avenue South;

Thence, along said road, N 27 degrees 28 minutes 00 seconds W, a distance of 28.00 feet to an iron rod situated in the southwest corner of the Wirt L. & Sonya S. Piper property of record in Deed Book 9001, page 560, Register's Office for Davidson County, Tennessee;

Thence, leaving said road, along the southerly line of said Piper property, N 61 degrees 40 minutes 05 seconds E, a distance of 106.12 feet to an iron rod;

Thence, along the easterly line of said Piper property, N 26 degrees 54 minutes 58 seconds W, a distance of 72.93 feet to an iron rod situated in the southwest corner of The Leon Company property of record in Deed Book 8094, page 647, Register's Office for Davidson County, Tennessee;

Thence, along the southerly line of said Leon Company property, N 62 degrees 21 minutes 08 seconds E, a distance of 108.29 feet to the point of beginning and containing 13,805 square feet or 0.317 acres of land more or less.

Being the same property conveyed to Crab House, Inc. by Special Warranty Deed from C & F Partners, of record in Book 10309, page 917, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

NONE