THIS INSTRUMENT PREPARED BY:

Craig Tanabe, Esq.
Sovereign JCS II LLC
777 California Avenue
Palo Alto, CA 94304

AFTER RECORDING PLEASE RETURN TO:

Land America Commercial Services
NCS National Accounts Administrator
1850 N. Central Ave., Ste. 300
Phoenix, AZ 85004
Attn: Michael Zotika

Davidson County DEEDWARR
Recvd: 05/23/08 13:20 6 pgs
Fees:33.00 Taxes:12950.00
20080523-0053089

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
GREGCOH LLC, a California limited liability company	Joe's Crab Shack Real Estate Holdings, Inc., a Delaware Corporation	093064051 00
(NAME) Nancy Cohn	(NAME) Ed Engel	
(STREET ADDRESS OR ROUTE NUMBER) 16955 Otsego Street	(STREET ADDRESS) 9900 Westpark Drive, Suite 300	
(CITY) (STATE) (ZIP) Encino, CA 91319	(CITY) (STATE) (ZIP) Houston, Texas 77063	

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, SOVEREIGN JCS II LLC, a Delaware limited liability company has this day bargained and sold, and does hereby transfer and convey unto the said GREGCOH LLC, a California limited liability company, the Grantee herein, its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

This is unimproved ( ) improved (X) property, known as 123 Second Avenue South, Nashville, Tennessee

Being the same property conveyed to the grantor herein by Warranty Deed of record under Instrument Number 20080505-0046048 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD, the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

Grantor hereby covenants with Grantee that it is lawfully seized in fee of the afore described real estate and that Grantor has a good right to sell and convey the same, and that the same is unencumbered, except as set forth herein.

1. Those matters set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

2. Matters depicted or disclosed by a survey prepared byHarvel & Associates, Inc, dated October 31, 2006, last revised March 28, 2007, bearing Job No. 06755.

3. The lien for non-delinquent ad valorem taxes for the year 2008 and subsequent years.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons and entities owning, holding orclaiming by, through or under Grantor, but not otherwise.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 19th day of May, 2008, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

SOVEREIGN JCS II LLC, a Delaware limited liability company

By: Sovereign FF Manager, LLC, a Delaware limited liability company, its manager

By: Sovereign NNN Ventures, LLC, a Delaware limited liability company, its manager

By: Sovereign Investment Company, a California corporation, its manager

By: _____
Name: Jason R. Biggs
Its: Assistant Secretary

By: _____
Name: Robert H. Kennis
Its: Secretary

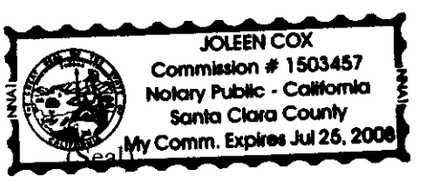
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

On May 19, 2008, before me, Joleen Cox, Notary Public personally appeared Jason R. Biggs and Robert H. Kennis, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature (Seal)

STATE OF TN
COUNTY OF WILLIAMSON The actual consideration or value whichever is greater, for this transfer is $ 3,500,000 CC

Affiant

Subscribed and sworn to before me this the 23 day of May 2008

Notary Public Patti M Mook

My commission expires: 11.20.2010

PATTI M. MOOK
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
My Comm. Exp. 11-20-2010

(Affix Seal)

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson Co., TN. 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, 1996, Job No. 95110, and being more particularly described as follows:

Begin at the intersection of the North right-of-way margin of Shelby Avenue and the West right-of-way margin of 2nd Avenue South, said point being the True Point of Beginning; thence run South 62°34'OO" West along the North right-of-way margin of Shelby Avenue for a distance of 215.05 feet to a point on the East right-of-way margin of 3rd Avenue South; thence run North 27°26'OO" West along said right-of-way margin for a distance of 26.00 feet to a point; thence run North 6l°40'05" East for a distance of 106.12 feet to a point; thence run North 26°54'58" West for a distance of 72.93 feet to a point; thence run North 62°21'08" East (erroneously recited as West in prior deed) for a distance of 108.29 let to a point on the West right-of-way margin of 2nd Avenue South; thence run South 27°26'OO" East along said right-of-way margin for a distance of 101.00 feet to a point and back to the True Point of Beginning, containing 0.317 acres more or less.

BEING the same property conveyed to SOVEREIGN JCS #II, LLC a Delaware limited liability company by Deed recorded under instrument # 20080505-0046048 Register's Office, Davidson County, Tennessee.

Exhibit "B"
Permitted Exceptions

1. Taxes for the year 2008, a lien, but not yet due and payable.

2. Easement Agreement granted to Metropolitan Government of Nashville and Davidson County, as set forth in Book 9839 Page 116 in the Register's Office of Davidson County, Tennessee.

6. Terms and provision of un-recorded Lease Agreement in favor of Crab Addison, Inc dated March 16, 2007.