

INDEXING INSTRUCTIONS: Lot 5 of revised plat of Sutton Place Planned Unit Development recorded in Plat Book 46, Page 17, located in §26. T1S, R8W, DeSoto County, Mississippi

Recording Requested by and

RETURN TO:
LANDAMERICA n LLP
7557 RAMBLER RD., SUITE 1200
DALLAS, TX 75231
POST CLOSING DEPT.

P 11/22/06 10:52:06 pa
BK 117 PG 108 pa
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

(Space above line for Recorder's use only)

STATE OF MISSISSIPPI:

COUNTY OF DE SOTO:

ASSIGNMENT OF MASTER LEASE, SUBLEASES,
RENTS AND SECURITY DEPOSITS

GRANTOR(S): FIGRYANH LLC

GRANTEE(S): GERMAN AMERICAN CAPITAL CORPORATION

Legal Description: See attached Exhibit A-XII

Assessor's Property Tax Parcel Account Number(s) at the time of recording:
1067260060

Indexing Instruction: This instrument covers land located in the _____ of _____
Section _____, Township _____, Range _____, De Soto County, Mississippi.

Preparer's Phone Number: 212-735-3000

Dated as of November 1, 2006

988 Goodman Rd.

De Soto County

324 ms
McClintock Steffner
P O Box 22949
810m 39225

210

ASSIGNMENT OF MASTER LEASE, SUBLEASES,
RENTS AND SECURITY DEPOSITS

ASSIGNMENT OF MASTER LEASE, SUBLEASES, RENTS AND SECURITY DEPOSITS, dated as of November 1, 2006 (as amended, restated, replaced, supplemented, or otherwise modified from time to time, this "Assignment"), from FIGRYANH LLC, FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13 LLC, FIGRYANH-14 LLC, FIGRYANH-15 LLC, FIGRYANH-16 LLC, each a Delaware limited liability company, each to be indexed as "grantor" (collectively, "Borrower"), each having a principal place of business and chief executive office at c/o Drawbridge Special Opportunities Fund LP, 1345 Avenue of the Americas, 46th Floor, New York, New York 10105, index as "grantor" to GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, (together with its successors and assigns, "Lender"), to be indexed as "grantee", having an address at 60 Wall Street, 10th Floor, New York, New York 10005.

RECITALS:

WHEREAS, Borrower is the owner of certain fee, leasehold and condominium interests in certain real property generally described on Schedule I and more particularly described on Exhibit A attached hereto and incorporated herein (each, an "Individual Property" and collectively, the "Property");

WHEREAS, in accordance with the terms of a Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement"), between Lender, as lender, Borrower, as borrower, Lender is making a loan to Borrower under those certain promissory notes in the principal amounts of \$64,515,000.00 (Note A-1) and \$61,985,000.00 (Note A-2), (collectively "Note"), executed by Borrower and made payable to Lender and dated of even date herewith;

WHEREAS, the Loan is secured by the Alabama Property, the Arkansas Property, the California Property, the Florida Property, the Georgia Property, the Illinois Property, the Indiana Property, the Kentucky Property, the Louisiana Property, the Minnesota Property, the Mississippi Property, the Missouri Property, the North Carolina Property, the Ohio Property, the Pennsylvania Property, the South Carolina Property, the Tennessee Property, the Texas Property, the Virginia Property, Washington Property, and the West Virginia Property pursuant to that certain Open-End Fee and Leasehold Mortgage, Deed of Trust, Deed to Secure Debt, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Leases, Rents and Security Deposits, dated as of the date hereof, from Borrower to the Trustee (as therein defined) for the benefit of Lender (the "Security Instrument");

WHEREAS, as a condition to making the Loan, Lender has required that Borrower deliver this Assignment for the benefit of Lender as additional security for the Loan; and

WHEREAS, the forgoing recitals are intended to form an integral part of this Assignment.

NOW, THEREFORE, in consideration of the Loan, foregoing premises, Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

Section 1. Definitions.

(a) The following terms shall have the meaning ascribed thereto:

"Alabama Property": Shall mean the land described in Exhibit A-I attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Arkansas Property": Shall mean the land described in Exhibit A-II attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Assignment": Shall have the meaning provided in the first paragraph.

"Borrower": Shall have the meaning provided in the first paragraph.

"California Property": Shall mean the land described in Exhibit A-III attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Florida Property": Shall mean the land described in Exhibit A-IV attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Georgia Property": Shall mean the land described in Exhibit A-V attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Illinois Property": Shall mean the land described in Exhibit A-VI attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Indiana Property": Shall mean the land described in Exhibit A-VII attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Individual Property": Shall mean the Alabama Property, Arkansas Property, California Property, Florida Property, Georgia Property, Illinois Property, Indiana Property, Kentucky Property, Louisiana Property, Maryland Property, Minnesota Property, Missouri Property, Mississippi Property, North Carolina Property, Ohio Property, Pennsylvania Property, South Carolina Property, Tennessee Property, Texas Property, Virginia Property, Washington Property, and West Virginia Property, as applicable.

"Kentucky Property": Shall mean the land described in Exhibit A-VIII attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Leases": Shall have the meaning provided in Section 2.

"Lender": Shall have the meaning provided in the first paragraph.

"Loan": Shall have the meaning provided in the Recitals.

"Loan Agreement": Shall have the meaning provided in the Recitals.

"Louisiana Property": Shall mean the land described in Exhibit A-IX attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Maryland Property": Shall mean the land described in Exhibit A-X attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Master Lease": Shall have the meaning provided in Section 2.

"Master Lessee": Shall have the meaning provided in Section 2.

"Master Lease Rents": Shall have the meaning provided in Section 2.

"Minnesota Property": Shall mean the land described in Exhibit A-XI attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Mississippi Property": Shall mean the land described in Exhibit A-XII attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Missouri Property": Shall mean the land described in Exhibit A-XIII attached hereto and made a part hereof, including title to the Improvements situated thereon.

"North Carolina Property": Shall mean the land described in Exhibit A-XIV attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Ohio Property": Shall mean the land described in Exhibit A-XV attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Pennsylvania Property": Shall mean the land described in Exhibit A-XVI attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Property": Shall have the meaning provided in the Recitals.

"Rents": Shall have the meaning provided in Section 2.

"Security Instrument" shall have the meaning provided in the Recitals.

"South Carolina Property": Shall mean the land described in Exhibit A-XVII attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Tennessee Property": Shall mean the land described in Exhibit A-XIII attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Texas Property": Shall mean the land described in Exhibit A-XIX attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Virginia Property": Shall mean the land described in Exhibit A-XX attached hereto and made a part hereof, including title to the Improvements situated thereon.

"Washington Property": shall mean the land described in Exhibit A-XXI attached hereto and made a part hereof, including title to the Improvements situated thereon.

"West Virginia Property": Shall mean the land described in Exhibit A-XXII attached hereto and made a part hereof, including title to the Improvements situated thereon.

(b) Capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Loan Agreement, unless otherwise expressly provided herein. All references to sections shall be deemed to be references to Sections of this Agreement, unless otherwise indicated.

Section 2. Assignment.

(a) Borrower hereby presently, absolutely and unconditionally assigns, transfers and sets over unto Lender, subject to the terms hereof, all of the right, title and interest of Borrower in and to (a) that certain Master Lease Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Lease"), between, Borrower, as lessor, and Fire Mountain Restaurants, LLC, OCB Restaurant Company, LLC and Hometown Buffet, Inc., collectively as lessee ("Master Lessee"), pursuant to which Borrower has leased all of the Property to Master Lessee, together with all rents, income and profits, including, but not limited to all base rent and all additional rent for pass-through expenses, including without limitation taxes, insurance, ground rent, operating and occupancy expenses and CAM expenses, arising from such Master Lease (collectively, the "Master Lease Rents"), and (b) upon a termination of the Master Lease as to any or all of the Individual Properties, any lease, sublease or subsublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest by Borrower or right to use or occupy all or any portion of, any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, subsublease, or other agreement entered into by Borrower in connection with such lease, sublease, subsublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, including, without limitation, any cash and securities deposited thereunder (collectively with the Master Lease, "Leases"), the grant of such cash and securities hereunder being expressly subject to the provisions of the applicable Leases and all of Borrower's right, title and interest, subject to the provisions of Section 3, in the right to receive and collect the revenues, income, rents, security deposits, issues, profits, royalties and other benefits payable under any of the Leases, and all revenues, income, rents, issues and profits otherwise arising from the use or enjoyment of all or any portion of the Property (collectively with the Master Lease Rents, "Rents").

(b) This Assignment is an absolute, present and irrevocable assignment made for the purpose of securing (i) the indefeasible payment in full and performance by Borrower of all Obligations; (ii) the indefeasible payment in full of all sums with interest thereon becoming due and payable to Lender under this Assignment; and (iii) the performance and discharge of each and every obligation, covenant, representation, warranty, indemnity and agreement of Borrower under this Assignment.

Section 3. License to Collect Rent.

(a) Except after the occurrence and during the continuance of an Event of Default and subject to the provisions of Section 3.1 of the Loan Agreement, Lender has granted Borrower a license to cause the Rents to be collected and deposited in the Collection Account in accordance with the terms of Section 3.1 of the Loan Agreement. The foregoing license granted to Borrower shall, at Lender's option, terminate upon the occurrence and during the continuance of an Event of Default.

(b) Upon the occurrence and during the continuance of an Event of Default, Lender, without in any way waiving such Event of Default, at its option and without regard to the adequacy of the security for Obligations and the other obligations secured hereby and by any Loan Document, either in person or by agent or by a receiver appointed by a court, may enter upon and take possession of Borrower's interest in the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper. At any time upon the occurrence and during the continuance of an Event of Default, Lender, with or without taking possession of the Property, may, to the extent not prohibited by applicable Legal Requirements, demand, sue for or otherwise collect and receive all Rents, and Security Deposits, including any Rents past due and unpaid, and to apply such Rents to the payment of: (i) all reasonable expenses of managing the Property, including, without limitation, the reasonable salaries, fees and wages of any manager or managing agent and such other employees as Lender may deem necessary in Lender's sole and absolute discretion and all expenses of operating and maintaining the Property, including, without limitation, all rents, taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which are due and payable and the cost of all alterations, renovations, repairs or replacements for the Property, the fees and expenses provided for under the Management Agreement, provided such fees and expenses shall be subject and subordinate to the Loan, and all expenses incident to taking and retaining possession and managing the Property, including, without limitation, attorneys' fees and disbursements; and (ii) the Obligations.

(c) The exercise by Lender of the right to collect the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under this Assignment or any other Loan Document. Borrower agrees that the exercise by Lender of one or more of its rights and remedies hereunder shall in no way be deemed or construed to make Lender a mortgagee-in-possession unless and until such time as Lender takes actual possession of the Property.

Section 4. No Other Assignment.

(a) Borrower represents and warrants that (i) Borrower has not executed any, and there is no existing assignment of the Leases, Rents or Security Deposits, except for this Assignment and the Security Instrument; (ii) Borrower has not performed any act or executed any instrument, assignment or agreement, and there is no existing instrument, assignment or agreement, which might prevent Lender from exercising its rights under any of the terms and conditions of this Assignment or which would limit Lender in such exercise.

(b) Borrower shall not (i) execute any assignment of the Leases, Rents or Security Deposits to any person other than Lender; or (ii) perform any act or execute any instrument, assignment or agreement which might prevent Lender from exercising its rights under any of the terms and conditions of this Assignment or which would limit Lender in such exercise. Any of the foregoing acts done without the prior written consent of Lender shall be null and void.

Section 5. Covenants.

(a) Borrower will duly perform, observe and comply with all of the affirmative and negative covenants, agreements and obligations to be performed, observed and complied with by Borrower, and all of the other terms and conditions applicable to Borrower, under the terms of Section 8.8 of the Loan Agreement and Section 5 of the Security Instrument as if each such covenant, agreement, obligation, term and condition were expressly set forth herein in full.

(b) Borrower shall from time to time, at the request of Lender, but not more than two (2) times per calendar year unless an Event of Default has occurred, deliver to Lender certified copies of each and every Lease then affecting all or any part of the Property, together with assignments of any such Lease to which Borrower or Master Lessee is a party to the extent not previously assigned hereunder. Such assignments shall be on forms reasonably approved by Borrower and Lender or any designee, and Borrower agrees to pay all reasonable costs reasonably incurred in connection with the execution and recording of such assignments or any other related documents, including, without limitation, Lender's reasonable attorneys' fees and expenses.

Section 6. No Liability. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property or any portion thereof or any other act or omission of Lender either in collecting the Rents or, if Lender shall have taken possession of the premises described in the Leases and/or the Security Instrument, in managing such premises after any such Event of Default, unless such loss is caused by the gross negligence or willful misconduct of Lender, its employees, officers, agents or representatives. Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, and Borrower shall, and do hereby agree to, indemnify Lender for, and hold Lender harmless prior to the time that Lender or any Affiliate, nominee or designee of Lender becomes a mortgagee-in-possession or owner of the Property or otherwise takes possession of the Property, following an Event of Default from, any and all liability, loss or damage which Lender may incur as a result of or related to said Leases or under or by reason of this Assignment and the exercise of its remedies hereunder and under the other Loan Documents and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Lender incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including reasonable costs and expenses and reasonable attorneys' fees and costs and expenses actually incurred, shall be secured hereby, and Borrower shall reimburse Lender therefor immediately upon demand, and upon the failure of Borrower to do so Lender may, at its option, exercise Lender's remedies under the Security Instrument as the same relates to the Property. It is further understood that unless and until Lender or its Affiliate, nominee or designee shall become a mortgagee-in-possession or the owner of the Property, or any portion thereof, or otherwise takes possession or control of the Property, or any portion thereof, following an Event of Default, this Assignment shall not operate to place responsibility upon Lender

for the control, care, management or repair of said premises or for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the Tenants or any other parties, or for any dangerous or defective condition of such premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger other than any of the foregoing arising from the gross negligence or willful misconduct of Lender, its employees, officers, agents or representatives.

Section 7. Release. Upon payment in full of the Obligations secured hereby and by the Security Instrument, this Assignment shall become and be void and of no effect.

Section 8. Tenant Notices. Borrower hereby authorizes and directs all current and future Tenants, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security Instrument and that an Event of Default exists thereunder or under any other Loan Document, to pay over to Lender, to the extent not prohibited by applicable Legal Requirements, all Rents and Security Deposits and to continue so to do until otherwise notified by Lender.

Section 9. Miscellaneous.

(a) Assignments by Lender. No consent by Borrower shall be required for any assignment or reassignment of the rights of Lender under this Assignment to any purchaser of the Loan or any interest in or portion of the Loan.

(b) No Release. Lender may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

(c) Conflicts. In the event that any terms or provisions of this Assignment and the Loan Agreement conflict, the terms and provisions of the Loan Agreement shall control.

(d) Non-Recourse. Recourse to the Borrower with respect to any claims arising under or in connection with this Assignment shall be limited to the extent provided in Section 18.1 of the Loan Agreement and the terms, covenants and conditions of Section 18.1 of the Loan Agreement are hereby incorporated by reference as if fully set forth in this Assignment.

(e) Expenses. Borrower shall indefeasibly pay to Lender and/or Lender's counsel, on demand, from time to time, all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, of, or incidental to, this Assignment or in any way relating to the enforcement, protection or preservation of the rights or remedies of Lender under this Assignment or any other Loan Document.

(f) Further Assurances. Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions, reasonably required by Lender from time to time to confirm the rights created or now or hereafter intended to be created under this Assignment and the other Loan Documents and any security interest created or purported to be created thereunder, to protect and further the validity, priority and enforceability of this Assignment and the other Loan Documents, to subject to the Loan Documents any property of Borrower intended by the terms of any one or more of the Loan Documents to be encumbered by the Loan Documents, or otherwise carry out the purposes of the Loan Documents and the transactions contemplated thereunder.

(g) Notices. Any notice, election, request or demand which by any provision of this Assignment is required or permitted to be given or served hereunder shall be in the manner required for the delivery of notices pursuant to the Loan Agreement.

(h) Entire Agreement. This Assignment and the Loan Documents constitute the entire and final agreement between Borrower and Lender with respect to the subject matter hereof and may only be changed, amended, modified or waived by an instrument in writing signed by Borrower and Lender.

(i) No Waiver. No waiver of any term or condition of this Assignment, whether by delay, omission or otherwise, shall be effective unless in writing and signed by the party sought to be charged, and then such waiver shall be effective only in the specific instance and for the purpose for which given. No notice to, or demand on, Borrower shall entitle Borrower to any other or future notice or demand in the same, similar or other circumstances. A waiver of one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of any of Lender's rights and remedies under any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Lender to collect the Obligations or any amounts secured hereby and to enforce any other security therefor held by it, and said rights and remedies may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(j) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and permitted assigns.

(k) Captions. All paragraph, section, exhibit and schedule headings and captions herein are used for reference only and in no way limit or describe the scope or intent of, or in any way affect, this Assignment.

(l) Severability. The provisions of this Assignment are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and not any other clause or provision of this Assignment.

(m) GOVERNING LAW. THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES WITH RESPECT TO EACH INDIVIDUAL PROPERTY THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS AND THE ASSIGNMENT OF LEASES, RENTS, AND SECURITY DEPOSITS CREATED OR PROVIDED HEREIN SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH SUCH INDIVIDUAL PROPERTY IS LOCATED. BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR IN ANY FEDERAL COURT LOCATED IN OR HAVING JURISDICTION OVER THE SOUTHERN DISTRICT OF NEW YORK AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND THE SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON BORROWER IN THE MANNER AND AT THE ADDRESS SPECIFIED FOR NOTICES IN THE LOAN AGREEMENT. BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT COURT.

(n) JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LENDER, BORROWER, AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER THEM, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS ASSIGNMENT (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND BORROWER HEREBY AGREES AND CONSENTS THAT AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT HERETO TO THE WAIVER OF ANY RIGHT TO TRIAL BY JURY. BORROWER ACKNOWLEDGES THAT THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGE THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR THE MAKING OF THE LOAN. THIS WAIVER SHALL SURVIVE THE REPAYMENT OF THE LOAN. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST BORROWER ARISING OUT OF OR

RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND BORROWER AND LENDER WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDINGS, AND LENDER AND BORROWER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

(o) Counterclaims and other Actions. Borrower hereby expressly and unconditionally waives, in connection with any suit, action or proceeding brought by Lender on this Assignment, any and every right it may have to (i) interpose any counterclaim therein (other than a counterclaim which can only be asserted in the suit, action or proceeding brought by Lender on this Assignment and cannot be maintained in a separate action) and (ii) have any such suit, action or proceeding consolidated with any other or separate suit, action or proceeding.

(p) Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one binding agreement.

(q) Discharge. This Assignment shall become and be void and of no further force and effect upon payment in full of the Loan and the delivery and recording of a satisfaction or discharge of the Security Instrument duly executed by Lender or Trustee, whereupon this Assignment shall be terminated and shall become and be void and of no effect and the authority and the powers herein granted by Borrower or to Lender shall cease and terminate, and, in such event, Lender shall execute and deliver to Borrower, at Borrower's sole cost and expense, such instrument or instruments as may be reasonably necessary to evidence the termination of this Assignment and the reassignment to Borrower of the rights, power and authorities granted herein.

Section 10. State Law Provisions.

(a) Alabama Law Provisions.

(i) Limitation on Amount Secured. Notwithstanding anything to the contrary herein, the amount of principal indebtedness under the Loan, the Note and the Loan Documents secured hereby and included in the Obligations with respect to the Individual Property located in (i) the City of Decatur, Morgan County, Alabama shall not exceed a principal amount of \$77,968, (ii) the City of Tuscaloosa, Tuscaloosa County, Alabama shall not exceed a principal amount of \$1,209,971, (iii) the City of Florence, Lauderdale County, Alabama shall not exceed a principal amount of \$1,121,348, (iv) the City of Foley, Baldwin County, Alabama shall not exceed a principal amount of \$959,368, (v) the City of Cullman, Cullman County, Alabama shall not exceed a principal amount of \$1,019,319, (vi) the City of Prattville, Autauga County, Alabama shall not exceed a principal amount of \$1,046,141, (vii) the City of Dothan, Houston County,

Alabama shall not exceed a principal amount of \$1,005,347, (viii) the City of Jasper, Walker County, Alabama shall not exceed a principal amount of \$1,121,792, (ix) the City of Mobile, Mobile County, Alabama shall not exceed a principal amount of \$1,152,571, (x) the City of Gardendale, Jefferson County, Alabama shall not exceed a principal amount of \$994,360, (xi) the City of Spanish Fort, Baldwin County, Alabama, shall not exceed a principal amount of \$1,044,014, and (xii) the City of Montgomery, Montgomery County, Alabama shall not exceed a principal amount of \$1,270,982 (collectively, the "Secured Amount"). It is understood and agreed that the limitations to the Secured Amount relates only to principal, and the limitations shall not apply to interest, expenses, prepayment premiums, indemnities (including environmental indemnities) and other obligations which are in addition to principal, and all of such sums shall be secured hereby in addition to the Secured Amount. Borrower and Lender agree that, notwithstanding any payments in partial satisfaction of the Obligations, unless Lender otherwise elects, no payments in respect of the Obligations shall be applied so as to repay and reduce the Secured Amount until the principal balance owing under the Obligations shall be equal to or less than the principal balance due with respect to the Secured Amount. Principal payments in respect of the Secured Amount may be applied in Lender's discretion to the Loan and Note in whatever order Lender may elect or as may be required by the Loan Agreement. In addition, unless Lender otherwise elects, any partial releases or application of proceeds of partial releases shall not reduce the Secured Amount. It is also understood and agreed that the terms of this paragraph shall not be deemed to require Lender to foreclose upon the Individual Properties in Alabama last, and Lender may proceed, upon an Event of Default, to foreclose upon the Individual Properties in Alabama and any property in other States in any order desired by Lender in its sole discretion. In no event shall the limitations on the principal amount of the Loan and Note secured hereby limit or impair the security interests and liens of Lender in property of Borrower as provided under the other Loan Documents.

(ii) Florida Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment, with respect to the Individual Properties located in the State of Florida:

(iii) Section 697.07, Florida Statutes. The assignments of Leases and Rents contained in this Assignment are intended to provide Lender with all the rights and remedies of mortgagees pursuant to Section 697.07 of the Florida Statutes (hereinafter "**Section 697.07**"), as may be amended from time to time. However, in no event will this reference diminish, alter, impair, or affect any other rights and remedies of Lender, including but not limited to, the appointment of a receiver as provided herein, nor will any provision in this subparagraph 10(d)(i), diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth in the Security Instrument. In addition, this assignment will be fully operative without regard to value of the Individual Properties or without regard to the adequacy of the Individual Properties to serve as security for the obligations owed by Borrower to Lender, and will be in

addition to any rights arising under Section 697.07. Further, except for the notices required hereunder, if any, to the extent permitted under applicable law, Borrower waives any notice of default or demand for turnover of Rents by Lender, together with any rights under Section 697.07 to apply to a court to deposit the Rents into the registry of the court or such other depository as the court may designate.

(b) Indiana Law Provisions

Notwithstanding anything to the contrary elsewhere in this Assignment with respect to the Individual Properties located in the State of Indiana:

(i) Section 32-29-1-11, Indiana Code

The Assignments of Leases and Rents contained in this Assignment are intended to provide Lender with all the rights and remedies of mortgagees pursuant to Section 32-29-1-11 of the Indiana Code (hereinafter "Section 32-29-1-11") as it may be amended from time to time. However, in no event will this reference diminish, alter or impair or affect any of the rights and remedies of Lender, including, but not limited to, the appointment of a receiver as provided herein, which will be fully operative and will be in addition to any rights arising under Section 32-29-1-11.

(ii) The indebtedness secured by this Assignment matures on November 1, 2016, unless this maturity date has been extended by Lender in its sole discretion or pursuant to the provisions of the Loan Agreement.

(c) Kentucky Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment, with respect to the Individual Properties located in the State of Kentucky:

(i) Address of Lender. The address for the Lender is as follows:

GERMAN AMERICAN CAPITAL CORPORATION,
a Maryland corporation
60 Wall Street, 10th Floor
New York, New York 10005

(ii) Principal Amount of Notes and Maturity Date. The Note, which evidences the Loan, is in the original principal amount of \$126,500,000, and has a maturity date of November 1, 2016, assuming the Borrower's exercise of any extension rights.

(d) Louisiana Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment, with respect to the Individual Properties located in the State of Louisiana:

(i) The text on page 1 below the heading, "ASSIGNMENT OF MASTER LEASE, SUBLEASES, RENTS AND SECURITY DEPOSITS," and above the heading, "RECITALS," is hereby deleted and replaced by the following:

BE IT KNOWN, that on the date set forth on the signature page attached hereto, but to be effective as of November 1, 2006, before me, the undersigned notary public, duly commissioned and qualified in and for the county and state set forth below, and in the presence of the undersigned competent witness, personally came and appeared:

FIGRYANH LLC ("Borrower"), (TIN 74-3184705) a Delaware limited liability company, duly qualified to do business in the State of Louisiana, having its principal office and permanent mailing address c/o Drawbridge Special Opportunities Fund LP, 1345 Avenue of the Americas, 46th Floor, New York, New York 10105, appearing herein through its undersigned member, duly authorized hereto pursuant to an authorization of said limited liability company;

who declared and acknowledged as follows:

THIS ASSIGNMENT OF MASTER LEASE, SUBLEASES, RENTS AND SECURITY DEPOSITS, is dated as of November 1, 2006 (as amended, restated, replaced, supplemented, or otherwise modified from time to time, this "Assignment"), from Borrower to GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation (together with its successors and assigns, "Lender"), having an address at 60 Wall Street, 10th Floor, New York, New York 10005.

(ii) In the event of any inconsistencies between the terms and conditions of this paragraph and the other provisions of this Assignment or other Loan Documents, or to the extent, and only to the extent, any of the provisions in this subsection 10(d) conflict with, or are ambiguous when read together with, any of the provisions of this Assignment or other Loan Documents with respect to issues specific to the Individual Properties, the provisions of this subsection 10(d) shall govern. The provisions of this subsection 10(d) are intended to supplement the remedies and other terms and provisions contained in the Assignment.

(iii) This Assignment constitutes a collateral assignment of leases and rents within the meaning of Louisiana R.S. §§ 9:4401 et seq. by Borrower to Lender of all of Borrower's rights, title and interest in and to the Master Lease, the Master Lease Rents, the Leases and the Rents as set forth herein and is intended to comply fully with the provisions thereof, and to afford Lender all of the security rights, remedies, and benefits offered by LA R.S. §§ 9:4401 et seq. The maximum amount secured hereby is \$126,500,000.

(e) Minnesota Law Provisions. Lender's rights and remedies hereunder upon the occurrence of an Event of Default shall include, without limitation, the fullest range and benefit of the rights and remedies made available to Lender or a mortgagee pursuant to Minn. Stat. § 576.01 and Minn. Stat. § 559.17, as said statutes may be amended from

time to time. In the event that Lender elects to exercise its remedies under said statutes, or any of said remedies, the terms and provisions of said statutes, as amended, governing the exercise of said remedies shall govern, control and take precedence over any contrary terms contained in this Assignment. The exercise by Lender of the statutory remedies referenced in this paragraph shall not constitute Lender a "mortgagee-in-possession" under Minnesota law, or give rise to any liability which might otherwise attach to Lender as a mortgagee-in-possession.

(f) Missouri Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment, with respect to the Individual Properties located in the State of Missouri:

(i) The heading of the instrument shall be revised to add the following:

(With Respect to Individual Properties in Missouri – Future Advances and Future Obligations Governed by Section 443.055 R.S.Mo.)

(ii) In the paragraph above the RECITALS, the words "or "Grantor"" are hereby added after the word "Borrower," and the words "or "Grantee"" are hereby added after the word "Lender."

(iii) With respect to the payment of all future advances and other future obligations owed by Borrower, or its successors or assigns, to Lender pursuant to the Note, the Loan Agreement, the Security Instrument, and any other loan documents, or otherwise, up to and including the principal sum of \$126,500,000 at any one time, and all accrued interest thereunder, the parties agree that this Assignment is expressly governed by Mo. Rev. Stat. Section 443.055.

(iv) All of the terms of the other Loan Documents are incorporated in and made a part of this Assignment by this reference.

(v) The following is added pursuant to Section 432.045 R.S.Mo.:

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

(g) Texas Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment, with respect to the Individual Properties located in the State of Texas, the following provision is added:

THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL WRITTEN AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(h) Washington Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment with respect to the Individual Properties located in the State of Washington, the following provision is added:

The assignment of leases, rents, income and profits set forth in this Assignment is intended to be specific, perfected and choate upon recording as provided in RCW 7.28.230(3).

(i) West Virginia Law Provisions. Notwithstanding anything to the contrary elsewhere in this Assignment, with respect to the Individual Properties located in the State of West Virginia,

(i) In the paragraph above the RECITALS, the words "or Grantor" are hereby added after the word "Borrower."

(ii) The term "Obligations" shall include, but not be limited to, the prompt and punctual payment of each installment of interest, or of principal, or of principal and interest coming due under those two certain promissory notes in the principal amounts of \$64,515,000.00 (Note A-1) and \$61,985,000.00 (Note A-2), executed by Borrower and made payable to Lender and dated of even date herewith and any and all renewals, modifications, extensions of or substitutions for the notes or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Borrower has duly executed this Assignment of Master Lease, Subleases, Rents and Security Deposits as of the date first hereinabove written.

BORROWER:

Witness:

FIGRYANH LLC,
a Delaware limited liability company
individually and on behalf of
FIGRYANH-1 LLC, FIGRYANH-2 LLC,
FIGRYANH-3 LLC, FIGRYANH-4 LLC,
FIGRYANH-5 LLC, FIGRYANH-6 LLC,
FIGRYANH-7 LLC, FIGRYANH-8 LLC,
FIGRYANH-9 LLC, FIGRYANH-10 LLC,
FIGRYANH-11 LLC, FIGRYANH-12 LLC,
FIGRYANH-13 LLC, FIGRYANH-14 LLC,
FIGRYANH-15 LLC, and FIGRYANH-16 LLC,
each a Delaware limited liability company, as its
sole member

Name: D. Liffmann

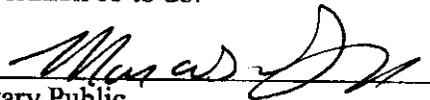
Name: M. sharp

By:

Constantine M. Dakolias, Vice President

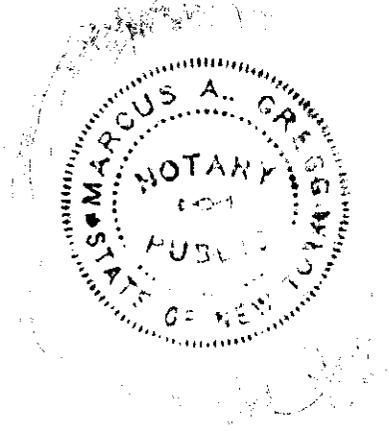
THE STATE OF NEW YORK §
COUNTY OF NEW YORK §

Personally appeared, before me, the undersigned authority in and for the said county and state, on this 1st day of November 2006, within my jurisdiction, the within named Constantine M. Dakolias, who acknowledged that he is Vice President of FIGRYANH LLC, and on behalf of FIGRYANH-1 LLC, FIGRYANH-2 LLC, FIGRYANH-3 LLC, FIGRYANH-4 LLC, FIGRYANH-5 LLC, FIGRYANH-6 LLC, FIGRYANH-7 LLC, FIGRYANH-8 LLC, FIGRYANH-9 LLC, FIGRYANH-10 LLC, FIGRYANH-11 LLC, FIGRYANH-12 LLC, FIGRYANH-13, FIGRYANH-14 LLC, FIGRYANH-15 LLC, and FIGRYANH-16 LLC, each a Delaware limited liability company, as their sole member, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Notary Public

My commission expires: 2009



MARCUS A. GREGG
Notary Public, State of New York
No. 01GR6133103
Qualified in New York County
Commission Expires Sept. 12, 2009

Mississippi Acknowledgment

EXHIBIT A
REAL PROPERTY

[See attached exhibits A-1 through A-XXII]

EXHIBIT A-I

ALABAMA PROPERTY

#144

That real property situated in the County of Tuscaloosa, State of Alabama, described as follows, to-wit:

A parcel of land located in the northwest quarter of the northeast quarter, and in the southwest quarter of the northeast quarter of Section 2, Township 22 South, Range 10 West, and being more particularly described as follows: Commence at a 1/2" pipe found at the northeast corner of said Section 2; thence run South 88 degrees, 58 minutes, 22 seconds West and along the section line 1818.56 feet; thence run South 8 degrees, 01 minutes, 09 seconds East 1165.83 feet to a 1/2" capped rebar set at the POINT OF BEGINNING; thence continue South 8 degrees, 01 minutes, 09 seconds East 234.03 feet to a 1/2" capped rebar set; thence run South 81 degrees, 58 minutes, 51 seconds West 249.33 feet to 1/2" capped rebar set; thence run northwestwardly along a curve to the right, said curve having a radius of 226.85 feet, a chord distance of 281.69 feet to a 1/2" capped rebar set, said chord bearing North 59 degrees, 38 minutes, 22 seconds West; thence run north 21 degrees, 15 minutes, 35 seconds West 60.75 feet to a 1/2" capped rebar set; thence run North 81 degrees, 58 minutes, 51 seconds East 484.06 feet to the POINT OF BEGINNING.

TOGETHER WITH non-exclusive easement rights as contained in instrument recorded in Deed Book 2001, page 13181.

#472

That real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

LOT 10, EASTERN SHORE CENTRE, PHASE THREE, ACCORDING TO PLAT THEREOF ON SLIDE NO. 2174-A AND AMENDED ON SLIDE NO. 2184-F OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 9, EASTERN SHORE CENTRE, PHASE TWO, AS PER PLAT RECORDED ON SLIDE NO. 2154-D OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF EASTERN SHORE COURT, SAID POINT ALSO BEING ON THE ARC OF A 70 FOOT RADIUS CURVE CONCAVE NORTHWESTWARDLY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EASTERN SHORE COURT AND THE ARC OF SAID CURVE, RUN NORTHEASTWARDLY 51.52 FEET TO THE END OF SAID CURVE, SAID POINT BEARS NORTH 39 DEGREES 13 MINUTES 28 SECONDS EAST 50.37 FEET FROM THE LAST DESCRIBED POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF EASTERN SHORE COURT, RUN SOUTH 62 DEGREES 11 MINUTES 55 SECONDS EAST 70.21 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 25 MINUTES 13 SECONDS AND A RADIUS OF 102.00 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF EASTERN SHORE COURT AND ALONG THE ARC OF SAID CURVE, RUN SOUTHEASTWARDLY 48.81 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF EASTERN SHORE COURT, RUN SOUTH 89 DEGREES 37 MINUTES 08 SECONDS EAST 80.10 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 51 SECONDS WEST 80.60 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 48 MINUTES 52 SECONDS EAST 20.00 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 51 SECONDS WEST 337.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE NO. 10; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INTERSTATE NO. 10, RUN NORTH 70 DEGREES 46 MINUTES 00 SECONDS WEST 20.98 FEET TO A POINT; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF INTERSTATE NO. 10, RUN NORTH 66 DEGREES 34 MINUTES 57 SECONDS WEST 239.10 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LOT 9, EASTERN SHORE CENTRE, PHASE TWO; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 9, EASTERN SHORE CENTRE, PHASE TWO, RUN NORTH 00 DEGREES 11 MINUTES 09 SECONDS EAST 322.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PROPOSED 20 FOOT NON-EXCLUSIVE EASEMENT FOR 20 PARKING SPACES IN FAVOR OF LOT 10, EASTERN SHORE CENTRE, PHASE THREE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10, EASTERN SHORE CENTRE, PHASE THREE, AS PER PLAT RECORDED ON SLIDE NO. 2174-A OF THE PROBATE COURT RECORDS OF BALDWIN COUNTY, ALABAMA, THENCE RUN SOUTH 89 DEGREES 37 MINUTES 09 SECONDS EAST 62.09 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTH 00 DEGREES 11 MINUTES 08 SECONDS EAST

131.57 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 48 MINUTES 52 SECONDS EAST
19.50 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 11 MINUTES 08 SECONDS WEST
190.49 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 48 MINUTES 52 SECONDS WEST
19.50 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 11 MINUTES 08 SECONDS EAST
58.92 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF WAY AND EASEMENT OF INGRESS, EGRESS AND
REGRESS OVER, UPON AND THROUGH THE PROPERTY BETWEEN THE ABOVE
DESCRIBED EASEMENT AND THE EAST TERMINUS OF EASTERN SHORE COURT FOR
ACCESS TO SAID ABOVE DESCRIBED EASEMENT.

TOGETHER WITH BENEFITTING ASPECTS OF THAT CERTAIN DECLARATION OF
COVENANTS AND RESTRICTIONS BY EASTERN SHORE CENTER I, LLC. AND FIRE
MOUNTAIN RESTAURANTS, DATED DECEMBER 2, 2004 AND INSTRUMENT NO. 855759.

TOGETHER WITH THE NON-EXCLUSIVE RIGHTS AS SET FORTH IN STORM WATER DRAINAGE EASEMENT
RECORDED AS INSTRUMENT NO. 868553.

#381

That real property situated in the County of Autauga, State of Alabama, described as follows, to-wit:

Parcel #3 according to the Map of Premiere Place, Prattville, Alabama Resurvey of Parcel #2 and #3 as said map appears of record in the office of the Judge of Autauga County, Alabama in Map Book 4 page 84, together with the non-exclusive use of the easement established for the benefit of said Parcel #3 as set forth in Paragraph B of that certain Declaration of Restrictions and Grant of Easements dated June 26, 1996 executed by Wal-Mart Stores, Inc. and recorded in the office of the Judge of Probate of Autauga County, Alabama in Real Property Book 428 page 42

#386

That real property situated in the County of Houston, State of Alabama, described as follows, to-wit:

TRACT 1

Lots 2 and 3 of Walton Center, a Subdivision in the City of Dothan, Houston County, Alabama, as per map or plat of same recorded in Plat Book 10, Page 21, in the Office of the Judge of Probate of Houston County, Alabama, and being further described as: Commencing at a concrete marker at the Northeast corner of said Lot No. 3 on the West R.O.W. of U.S. Highway #231 (250 foot R.O.W.) marking the intersection of the North line of the Southeast quarter of the Northeast quarter of Section 2, T2N, R26E, Houston County, Alabama (same being the Southeast corner of Southgate Industrial Park as recorded in Plat Book 5, Page 54);

said point being the point of beginning; thence along the East line of Lot 3 and Lot 2 being the West R.O.W. of U.S. Highway #231, S 2° 08' 33" E, a distance of 389.19 feet to a concrete marker at the Southeast corner of Lot 2; thence along the South line of Lot 2, S 87° 51' 27" W, a distance of 410.00 feet to the Southwest corner of Lot 2; thence along the West line of Lot 2 and Lot 3, N 32° 08' 33" W, a distance of 444.04 feet to a concrete marker at the Northwest corner of Lot 3 on the North line of the Southeast quarter of the Northeast quarter of Section 2 and the South line of Southgate Industrial Park; thence along said line, N 87° 26' 12" E, a distance of 632.04 feet to the point of beginning; said described tract containing 201,821.692 square feet or 4.633 acres, more or less and being located in the Southeast corner of the Northeast quarter of Section 2, Township 2 North, Range 26 East, Houston County, Alabama.

Together with the nonexclusive access to and use of the Private Sanitary Sewer easement as shown and described on the Plat of Walton Center, a Subdivision in the City of Dothan, Houston County, Alabama, as recorded in Plat Book 10, Page 21, in the Office of the Judge of Probate of Houston County, Alabama.

And further together with the nonexclusive access to and right of use of the Access Easement as shown and described on the Plat of Walton Center, a Subdivision in the City of Dothan, Houston County, Alabama, as recorded in Plat Book 10, Page 21, in the Office of the Judge of Probate of Houston County, Alabama.

TRACT 2**ACCESS EASEMENT:**

Beginning at a concrete marker found at the Southeast corner of Lot 2 of the Plat of Walton Center Subdivision, which plat is recorded in the public record for Dothan, Houston County, Alabama at Plat Book 10, Page 21, said concrete marker also lying and being in the Western Right-of-way of U.S. Highway 231 South; thence along the Southern boundary of said Lot 2, South 87 Degrees, 51 Minutes, 27 Seconds West, 300.50 feet to the true point of beginning; thence South 02 degrees, 08 minutes, 33 seconds East 25.30 feet; thence North 87 degrees., 51 minutes, 27 seconds East 174.45 feet; thence with a curve to the right having a chord of South 89 degrees, 00 minutes, 03 seconds East 70.71

feet and a radius of 50 feet; thence South 02 degrees, 08 minutes, 33 seconds East 76.57 feet; thence with a curve to the left, having a chord of South 47 degrees, 08 minutes 32 seconds East 70.71 feet and a radius of 50 feet; thence North 87 degrees, 51 minutes, 27 seconds East 26.05 feet to a point on the Western Right-of way of U.S. Highway 231 South; thence with the Western Right-of way of U.S. Highway 231 South, South 02 degrees. 08 minutes. 33 seconds East 55.00 feet to a point; thence leaving the Western Right-of way of U.S. Highway 231 South, South 87 degrees, 51 minutes, 27 seconds West 101.55 feet; thence North 02 degrees, 08 minutes 33 seconds West 182.57 feet; thence with a curve to the left, having a chord of North 47 degrees, 08 minutes 32 seconds West 35.36 feet and a radius of 25.00 feet; thence South 87 degrees., 51 minutes, 27 seconds East 198.95 feet; thence North 02 degrees, 08 minutes, 33 seconds West 49.30 feet to a point on the Southern boundary of said Lot 2; thence with the Southern boundary of said Lot 2, North 87 degrees, 51 minutes, 27 seconds East 25.00 feet to the point of beginning.

LESS AND EXCEPT:

Legal Description "Grimsley Tract"

Part of Lot 3, Block A, Walton Center as the same is recorded in Plat Book 10 at Page 21 in the Office of the Judge of Probate of Houston County, Alabama and being further described as; Commencing at a concrete marker at the Northeast corner of said Lot 3 on the Western Right of Way of U.S. Highway #231 (250 foot Right-of-Way) marking the intersection of the North line of the Southeast Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 26 East, Houston County, Alabama (same being the Southeast corner of Southgate Industrial Park as recorded in Plat Book 5, Page 54); said point being the Point of Beginning; thence along the East line of Lot 3 being the West Right of Way of U.S. Highway #231, South 2° 08' 33" East, a distance of 175.64 feet to an iron pin in a root at the base of a tree; thence South 87° 51' 27" West, a distance of 533.29 feet to a concrete marker on the West line of Lot 3; thence along the West line of Lot 3, North 32° 08' 33" West, a distance of 197.45 feet to a concrete marker at the Northwest corner of Lot 3 on the North line of the Southeast Quarter of the Northeast Quarter of Section 2 and the South line of Southgate Industrial Park; thence along said line North 87 degrees 26' 12" East, a distance of 632.04 feet to the Point of Beginning. Said described tract containing 101,100.214 square feet or 2.32 acres, more or less and being located in the City of Dothan, Alabama and the Southeast Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 26 East, Houston County, Alabama.

#311

That real property situated in the County of Lauderdale, State of Alabama, described as follows, to-wit:

A tract of land in the Northwest Quarter of Section 31, Township 2 South, Range 10 West, Lauderdale County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 31 (as shown on the plat of Sam's Wholesale Club in the Office of the Judge of Probate in Lauderdale County in Plat Book 6, page 104); thence South 01 degrees 34 minutes 16 seconds East for 20.00 feet; thence South 87 degrees 07 minutes 05 seconds West for 593.69 feet; thence South 29 degrees 02 minutes 24 seconds West for 473.94 feet to the North line of a frontage road right of way; thence along said North line and along a curve to the left having a radius of 131.00 feet for 68.85 feet (chord bearing South 87 degrees 50 minutes 59 seconds West, Chord distance 68.06 feet) to the PC of a curve to the right having a radius of 95.00 feet; thence along said curve for 81.20 feet (chord bearing North 82 degrees 43 minutes 12 seconds West, chord distance 78.75 feet) to the PT of said curve; thence North 58 degrees 14 minutes 00 seconds West for 139.25 feet to the point of beginning; thence leaving said right of way North 75 degrees 24 minutes 12 seconds East for 28.95 feet; thence North 29 degrees 02 minutes 24 seconds East for 168.44 feet; thence North 15 degrees 57 minutes 36 seconds West for 28.28 feet; thence North 60 degrees 57 minutes 36 seconds West for 353.00 feet; thence South 74 degrees 02 minutes 24 seconds West for 9.90 feet; thence South 29 degrees 02 minutes 24 seconds West for 166.65 feet to the aforementioned North right of way of a frontage Road; thence along said right of way South 15 degrees 26 minutes 25 seconds East for 25.97 feet; thence South 58 degrees 14 minutes 00 seconds East for 341.24 feet to the Point of Beginning and is also known as out parcel 1 and out parcel 2 of Sam's Wholesale Club, recorded in Plat Book 6, page 104 and is subject to the easements shown thereon.

#121

That real property situated in the County of Montgomery, State of Alabama, described as follows, to-wit:

Lot 5, OCMTHW80 Plat #1-A as recorded in the Office of the Judge of Probate, Montgomery, Alabama in Plat Book 48 at page 12. ALSO KNOWN AS; Commence at the Northwest corner of section 8, Township 16 North, Range 19 East, Montgomery County, Alabama; thence along the West line of Section 8, South 00 degrees 28 minutes 57 seconds East 1,527.39 feet to the South right-of-way of E.L.C. Inc. (100 foot right-of-way); thence along said South right-of-way run south 75 degrees 09 minutes 19 seconds East 125.09 feet to an iron pin set (CA0031LS) thence run South 31 degrees 11 minutes 39 seconds east 304.55 feet; thence run south 35 degrees 43 minutes 57 seconds East 860.87 feet to the North right-of-way of Atlanta Highway (172 foot right-of-way) thence along said North right-of-way run North 89 degrees 20 minutes 25 seconds East 1,018.11 feet to the point of beginning; thence from said point of beginning, run North 00 degrees 39 minutes 35 seconds West 250.00 feet; thence run North 89 degrees 20 minutes 25 seconds East 258.84 feet; thence run South 45 degrees 39 minutes 35 seconds East 8.71 feet, thence run South 00 degrees 39 minutes 35 seconds East 243.84 feet to the North right-of-way of Atlanta Highway (172 foot right-of-way): thence along said right-of-way run South 89 degrees 20 minutes 25 seconds West 265.00 feet to the point of beginning.

Above described parcel being in the city limits of Montgomery and lying in the Southeast Quarter of Northwest Quarter of section 8, Township 16 North, Range 19 East, Montgomery County Alabama.

Together with the use of a parking easement in the Southwest portion of Lot 10, OCMTHW80 Plat #1-A being more particularly described as follows: Commence at the Southwest corner of Lot 10, OCMTHW80 Plat #1-A as recorded in the office of the Judge of Probate, Montgomery County, Alabama in Plat Book 48 at Page 12 and run North 04 degrees 00 minutes 46 seconds East 32.11 feet to that point of beginning; thence from said point of beginning run the following courses: North 00 degrees 00 minutes 00 seconds West 107.37 feet, thence North 90 degrees 00 minutes 00 seconds East 203.44 feet; thence South 00 degrees 00 minutes 00 seconds East 105.02 feet; thence South 89 degrees 20 minutes 25 seconds west 203.45 feet to the point of beginning.

Above described easement being in the City limits of Montgomery and lying in the Southeast Quarter of the Northwest Quarter of Section 8, Township 16 North, Range 19 East, Montgomery County, Alabama.

TOGETHER WITH those certain Private Access Easements for the benefit of Lot 5 as shown on recorded plat of subdivision in plat Book 48 at Page 12.

TOGETHER WITH those certain grants of Easement as set out in Sections 1 (b) and 1 (d) of the Declaration of Easements and Restrictions affecting Property by and between OCMTHW80, LLC and McLemore Family Partnership, LLP dated January 10, 2001 and recorded in Real Property Book 2188, Page 201.

TOGETHER WITH benefitting aspects of that certain Non-Exclusive Parking Area Easement

Agreement dated August 30, 2002 by and between OCMTHW80, L.L.C. and Ryan's Family Steak Houses East, Inc. recorded in Real Property Book 2470, Page 89.

SITE 362

That real property situated in the County of Cullman, State of Alabama, described as follows, to-wit:

A part of Tract III of the W&W Development property as recorded in Map Book 6 page 167 in the Probate Office of Cullman County, Alabama and more particularly described as follows: Beginning at the Northwest corner of Lot 3 of Compass Banks Addition to the City of Cullman recorded in Map Book B page 163B in the Probate Office of Cullman County, Alabama thence North 33 degrees 54 minutes 59 seconds West along the South right of way of Compass Way 86 feet to an existing concrete right of way monument (said monument being 85 feet East of centerline station 21+ 00 on Cherokee Avenue Southwest, also known as State Highway 69 and I-65 By Pass, thence South 39 degrees 43 minutes 16 seconds West along said East right of way 320.79 feet to a point on the South side of a 50 foot access road and the true point of beginning of the property herein described, thence from said true point of beginning continue South 39 degrees 43 minutes 16 seconds West along said easement right of way 260 feet, thence South 50 degrees 16 minutes 44 seconds East 380 feet, thence North 87 degrees 36 minutes 06 seconds East 88.77 feet, thence North 00 degrees 10 minutes 56 seconds East 260 feet to a point on the South side of said access road, thence North 50 degrees 16 minutes 44 seconds West along the South side of said access road 280.35 feet to the true point of beginning, said property being situated in the SW 1/4 NW 1/4 of Section 22, Township 10 South, Range 3 West, Cullman County, Alabama, also described as Lot 2 of the Resubdivision of Tract III of W&W Development Property recorded in Plat Book B 187 A in the Office of the Judge of Probate of Cullman County Alabama.

Together with easement rights as granted in Misc. Book 117, page 407.

AND

Together with easement rights as granted in Permanent easement for storm water drainage and drainage structure as set out in Book 449, page 151.

352

That real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

Commencing at a point on the East right of way line of Alabama Highway 59 where it is intersected by the North line of the South half of the Northwest Quarter of Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, run South 00 degrees 27 minutes 06 seconds East along said East right of way line of Alabama Highway 59 a distance of 24.14 feet to a concrete monument, thence continuing along said East right of way line of Alabama Highway 59 run South 15 degrees 29 minutes 13 seconds East 26.80 feet to the point of beginning of the property herein described, thence continuing along said East right of way line of Alabama Highway 59 run South 15 degrees 29 minutes 13 seconds East 76.70 feet to a point, thence continuing along said East right of way run South 00 degrees 15 minutes 25 seconds East 159.24 feet to a point, thence run North 89 degrees 43 minutes 59 seconds East 425.00 feet to a point, thence run North 00 degrees 15 minutes 25 seconds West 233.25 feet to a point, thence run South 89 degrees 43 minutes 59 seconds West 445.15 feet to the point of beginning, said property is the lot described on the plat for Ryan's Subdivision recorded in the office of the Judge of Probate Court of Baldwin County, Alabama in Slide 1673-B.

Together with rights granted in Access Agreement as set out in Real Property Record Book 672, page 1652.

#414

That real property situated in the County of Walker, State of Alabama, described as follows, to-wit:

Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 11, Township 14 South, Range 7 West, City of Jasper, Walker County, Alabama; Thence North 01° 15' 36" West, along said West boundary, of said SW1/4 of the NW1/4, 662.92 feet to the Point of Beginning; Thence continue North 01° 15' 36" West, along said West boundary, along the East ROW of 20th Avenue, 457.17 feet to the south ROW of U.S. Highway No. 78; Thence South 75° 38' 43" East, along said South ROW, 370 feet; Thence South 02° 01' 41" East, 357.75 feet to a 5/8" iron; Thence South 88° 45' 43" West, 361.14 feet to the Point of Beginning.

There is excepted from the above described property the property previously conveyed by Ryan's Family Steak Houses, Inc. to Jeff O. Wise and wife, Joan Wise by Limited and Special Warranty Deed dated June 8, 1994 and recorded June 17, 1994 in Book 1459 pages 133 through 139 and as corrected in Book 1470 page 76, in the Walker County, Alabama, Public Registry, and more particularly described by metes and bounds legal description as follows:

Commence at the Southwest Corner of the SW 1/4, - NW 1/4 of Section 11, Township 14 South, Range 7 West, City of Jasper, Walker County, Alabama;

Thence North 01° 15' 36" West, along the West boundary of said SW 1/4 - NW 1/4, 794.09 feet to the Point of Beginning; Thence continue North 01° 15' 36" West, along said West boundary along the East Right-of-way of 20th Avenue, 326 feet to the South Right-of-Way of U.S. Highway No. 78; Thence South 75° 38' 43" East, 166.37 feet; Thence South 02° 01' 41" East, 281.31 feet; Thence South 88° 45' 43" West, 164 feet to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO Slope easement as set out in DML Book 1669, page 593.

TOGETHER WITH AND SUBJECT TO Encroachment and reciprocal easement agreement as set out in DML 1724, page 633.

#141

That real property situated in the County of Morgan, State of Alabama, described as follows, to-wit:

All that certain piece, parcel or lot of land located in the NE 1/4 of the NE 1/4 of Section 1, Township 6 South, Range 5 West in the City of Decatur, Morgan County, Alabama and being a portion of the property described in Deed Book 1719, page 752 and being more particularly described as follows:

Commencing at the northeast corner of Section 1, Township 6 South, Range 5 West; thence along the east boundary of Section 1 S 00° 33'45"W for 347.72 feet to a point; thence N89°26'15"W for 40.00 feet to a point on the western right-of-way of Spring Avenue SW; thence along said western right-of-way S 00° 33'45"W for 172.84 feet to a point; thence leaving said right-of-way along the southerly boundary of John Eyster and Lee Barran (Unit Three, Deed Book 1719, page 752) the following courses and distances: N89°26'15"W for 157.00 feet to a point; thence S 00° 33'45"W for 77.00 feet to a point; thence N89°26'15"W for 256.00 feet to an iron pin found, being a common corner with said Unit Three and property of Shirley N. Price (Deed Book 1494, page 65) and being the POINT OF BEGINNING; thence along said common line of Price S00°33'07"W for 200.03 feet to an iron pin found on the northern side of a 20' Alley (also being a 20' Drainage and Utility Easement); thence along said northern side of said 20' Alley N89°23'16"W for 250.08 feet to a point; thence along the common line of John Eyster and Lee Barran N 00°33'45"E for 463.87 feet to a railroad spike found on the southern right-of-way of Wimberly Drive SW (Frontage Road for Beltline Road SW, Alabama Highway No. 67, 50' right-of-way); thence along said right-of-way S89°20'46"E for 250.02 feet to a railroad spike found; thence leaving said right-of-way and along the common line of the aforementioned Unit Three S 00° 33'24"W for 263.66 feet to an iron pin found being the Point of Beginning. Said tract contains 2.662 acres or 115,965 square feet more or less; said tract being the same property as Unit Two described in that certain Certificate to Subdivide dated July 17, 2003 and of record in Miscellaneous Book 2003, at Page 11286 in the Office of the Judge of Probate of Morgan County, Alabama.

TOGETHER WITH the rights as set forth in that certain Access, Utility and Parking Easement dated September 11, 2003 and filed September 11, 2003 in Deed Book 2003, page 7041 in office of Judge of Probate of Morgan County, Alabama.

SITE #452

Parcel 1A, Rangeline 90 Subdivision, Unit One (Revised), Resubdivision of Lots 1, 2, 4 and 5, according to plat thereof recorded in Map Book 101 page 21 of the records in the office of the Judge of Probate, Mobile County, Alabama, and being more particularly described as follows:

Beginning at an iron pin (set) in the West right of way line of Halls Mill Road, said pin also being the Northeast corner of Parcel 1A, aforesaid Map Book and Page, and running thence South 00° 40' 52" East, for a distance of 161.08 feet to an iron pin; thence run South 18° 48' 45" West, for a distance of 101.38 feet to an iron pin; thence run South 73° 12' 51" West, for a distance of 287.58 feet to an iron pin; thence run North 00° 11' 11" East, for a distance of 341.08 feet to an iron pin; thence run South 89° 48' 49" East, for a distance of 305.00 feet to an iron pin, said pin being the True Point of Beginning.

Land containing 88844.88 sq. ft. and 2.04 acres.

#462

Lot 2-A, according to the amended map of Gardendale Exchange's Addition to Gardendale, as recorded in Map 210, Page 71, in the Office of the Judge of Probate of Jefferson County, Alabama.

Together with rights granted under 200309/3935.

EXHIBIT A-II

ARKANSAS PROPERTY

#383

TRACT I:

A part of the NW1/4 NE1/4 and a part of the NE1/4 NW1/4 of Section 30, Township 3 South, Range 19 West, Garland County, Arkansas, being more particularly described as follows: Commence at the Northwest corner of said NW1/4 NE1/4; thence South 00 degrees 34 minutes 55 seconds West along the West line of said NW1/4 NE1/4 a distance of 232.83 feet to the Point of Beginning (Set #4 rebar w/cap); thence continue South 00 degrees 34 minutes 55 seconds West along said West line a distance of 20.12 feet to a found #4 rebar w/cap; thence leaving said West line North 61 degrees 59 minutes 02 seconds East a distance of 270.25 feet to a point; thence South 05 degrees 40 minutes 29 seconds East a distance of 114.74 feet to a found #4 rebar w/cap; thence South 84 degrees 19 minutes 31 seconds West a distance of 100.00 feet to a found #4 rebar w/cap; thence South 05 degrees 40 minutes 29 seconds East a distance of 245.00 feet to a set #4 rebar w/cap on the North Right-of-Way of Arkansas Highway No. 7; thence South 64 degrees 42 minutes 51 seconds West along said North Right-of-Way a distance of 196.80 feet to a set #4 rebar w/cap; thence continue along said North Right-of-Way, South 73 degrees 16 minutes 33 seconds West a distance of 106.52 feet to a set #4 rebar w/cap; thence leaving said North Right-of-Way North 05 degrees 40 minutes 29 seconds West a distance of 363.48 feet to a set #4 rebar w/cap; thence North 84 degrees 19 minutes 31 seconds East a distance of 142.16 feet to the Point of Beginning. (According to survey by Larry W. Smith, Registered Professional Land Surveyor, dated September 10, 1996.)

TRACT II:

Together With Access Easement described in Book 1717, page 529 as follows:
 A part of the NE1/4 NW1/4 of Section 30, Township 3 South, Range 19 West, Garland County, Arkansas, being more particularly described as follows: Commence at the Northeast corner of said NE1/4 NW1/4 (Found #4 Rebar); thence South 00 degrees 34 minutes 55 seconds West along the East line of said NE1/4 NW1/4, a distance of 58.18 feet to the Point of Beginning of said 55 foot access easement, said point being on the South right of way of Higdon Road; thence South 53 degrees 58 minutes 20 seconds West along the South right of way of said Higdon Road, a distance of 68.11 feet to a point; thence leaving said South right of way South 00 degrees 34 minutes 55 seconds West, a distance of 140.03 feet to a point; thence North 84 degrees 19 minutes 31 seconds East, a distance of 55.00 feet to a point on the East line of said NE1/4 NW1/4; thence North 00 degrees 34 minutes 55 seconds East along said East line, a distance of 174.65 feet to the Point of Beginning.
 NOTE: The Westernmost 30' being a road access easement and the Easternmost 25' being a utility easement.

#466

Tract I:

Lot 1B, Hillsboro Estate, an Addition to the City of Fort Smith, Sebastian County, Arkansas, being more particularly described as follows: Commencing at a painted X on concrete marking the Northwest corner of Government Lot 1 of the Southwest Quarter of Section 30, Township 8 North, Range 31 West; thence along the North line of said Government Lot 1, South 87 degrees 15 minutes 01 second East, 866.17 feet to an existing rebar; thence leaving said North line, South 03 degrees 49 minutes 21 seconds West, 106.07 feet to an existing monument; thence South 86 degrees 43 minutes 28 seconds East, 287.21 feet to an existing rebar; thence South 02 degrees 52 minutes 33 seconds West, 105.80 feet to an existing rebar; thence South 86 degrees 28 minutes 21 seconds East, 144.97 feet to an existing rebar on the West right of way line of Massard Road; thence along said right of way line, South 02 degrees 45 minutes 11 seconds West, 36.41 feet to a set rebar and the point of beginning; thence continue along said right of way line, South 02 degrees 45 minutes 11 seconds West, 349.61 feet; thence leaving said right of way, North 87 degrees 15 minutes 42 seconds West, 345.00 feet to a set rebar; thence North 02 degrees 45 minutes 11 seconds East, 349.69 feet to a set rebar; thence South 87 degrees 14 minutes 54 seconds East, 345.00 feet to the point of beginning. Together with a non-exclusive easement over the 30 foot mutual access, fire, and utility easement as shown on the plat of said Hillsboro Estate, as filed on June 3, 2004.

Tract II:

Together with those rights set forth in Access Easement Agreement dated September 22, 2004 by and between Fire Mountain Restaurants, Inc., a Delaware Corporation and Phoenix Land and Acquisition, LLC, an Arkansas limited liability company, filed September 23, 2004, as Instrument No. 7144803, records of Sebastian County, Arkansas.

#379

Tract I:

Beginning at the intersection of the East line of the Northwest Quarter of the Northeast Quarter of Section 7, Township 7 North, Range 6 West and the North right of way of U.S. Highway 67-C; thence run South 89 degrees 37 minutes West, along said right of way line, a distance of 318.25 feet to a point, said point being the Point of Beginning; then run South 89 degrees 37 minutes West, along said right of way line, a distance of 325.59 feet to a point; then run North 00 degrees 23 minutes West, a distance of 390.00 feet to a point; then run North 89 degrees 37 minutes East, a distance of 135.30 feet to a point; then run South 28 degrees 07 minutes East, a distance of 55.48 feet to a point; then run South 26 degrees 40 minutes East a distance of 76.22 feet to a point; then run South 27 degrees 10 minutes East, a distance of 104.07 feet to a point; then run South 26 degrees 26 minutes East, a distance of 95.65 feet to a point; then run South 24 degrees 26 minutes East, a distance of 102.62 feet to a point, said point being the Point of Beginning.

Tract II: Easement Tracts

A part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 7, Township 7 North, Range 6 West, that lies North of the right of way of U.S. Highway No. 67-C and South of the Old Doniphan Road; beginning 645 feet East of intersection of the West line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) with the North line of said U.S. Highway No. 67-C and run thence East on said Highway line 15 feet; thence North to Old Doniphan and Searcy Public Road; thence Northwest along said road to a point directly North of Point of Beginning, and thence South to the Point of Beginning.

AND

Beginning at the intersection of the North line of U.S. Highway 67-C with the West line of the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 7, Township 7 North, Range 6 West, and run thence North 700 links; thence East across Old Wire Road 158 1/8 links; thence South 100 links to the South side of Old Wire Road; thence along the South side of said road to a point 460 links North of said North line of Highway 67-C; thence South 460 links to the North line of said highway; thence West along said North line of said highway 316 3/8 links to a Point of Beginning.

#348

Lot 1 of First Fair Commons Minor Plat of Part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas, being more particularly described as follows: Begin at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 28, Township 14 North, Range 4 East, Craighead County, Arkansas; thence South 89 degrees 21' 16" West on the Section line, 442.40 feet; thence South 0 degrees 13' 38" West 40.00 feet to the South right of way line of Arkansas State Highway #18 (East Highland Drive); thence South 89 degrees 21' 16" West along said South right-of-way line, 206.40 feet to the point of beginning proper; thence South 0 degrees 38' 44" East 430.00 feet; thence South 89 degrees 21' 16" West 217.11 feet; thence North 0 degrees 21' 31" East 115.80 feet; thence North 86 degrees 27' 12" West 15.70 feet; thence North 0 degrees 13' 38" East 313.11 feet to the South right-of-way line of Arkansas State Highway #18 (East Highland Drive); thence North 89 degrees 21' 16" East 226.00 feet to the point of beginning proper and being subject to all easements of record.

Together with rights of access as set forth in Misc. Book 31, Page 435 and amended in Deed Book 696, Page 585.

#468

**Lot, Springhill Plaza, in the City of North Little Rock, Pulaski County, Arkansas
and shown on plat recorded as Plat No. G-592.**

Together with those rights as contained in Instrument No. 200436539.

EXHIBIT A-III

CALIFORNIA PROPERTY

#269

(City of Fresno)

PARCEL ONE:

Parcel "B" of Parcel Map No. 2002-03, according to the Map thereof recorded June 2, 2003, in Book 62, Pages 77, 78 and 79 of Parcel Maps, Fresno County Records.

PARCEL TWO:

Easements for pedestrian and vehicular ingress and egress, shared parking areas, cross drainage of storm water, cross access for utilities, emergency services access, landscaping, walls/fences, and refuse enclosures, as conveyed by CAP Investors, a California general partnership, by instrument recorded June 2, 2003, Instrument No. 2003-123035, Official Records of Fresno County.

Assessor's Parcel Number 424-021-22

#736

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel A:

A portion of Lot 8 of Tract No. 43447, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1074, Pages 58 to 64 inclusive of maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 8, said corner also being the Northeast corner of Lot 10 of said tract; thence along the Southerly line of said Lot 8 North $89^{\circ} 58' 19''$ West 374.77 feet to the Southeast corner of Lot 9 of said tract; thence along the Easterly line of said Lot 9 North $00^{\circ} 01' 41''$ East 218.58 feet to the Northeast corner of said Lot 9; thence continuing along the Northerly prolongation of said Easterly line of Lot 9 North $00^{\circ} 01' 41''$ East 314.35 feet to the Northerly line of said Lot 8; thence along the Northerly line of said Lot 8 South $89^{\circ} 58' 19''$ East 242.40 feet to the Westerly line of Lot 7 of said tract; thence along said Westerly line South $00^{\circ} 01' 41''$ West 45.68 feet to the Southwest corner of said Lot 7; thence along the Southerly line of said Lot 7 South $89^{\circ} 58' 19''$ East 132.35 feet to the Easterly line of said Lot 8 and the Westerly line of Fallbrook Avenue, 100.00 feet wide, as shown on said tract; thence along the Easterly line of said Lot 8 South $00^{\circ} 01' 30''$ West 487.25 feet to the point of beginning.

Parcel B:

Non-exclusive easement for Ingress, egress, automobile parking, pedestrian uses, construction, installation, operation and maintenance of separate and common utility lines, structure support, signs and other uses, as more particularly defined and described in that certain document entitled "First Amendment To and Restatement of Declaration Established of Restrictions and Covenants Affecting Land" dated as of October 1, 1985 and recorded October 2, 1986 as Instrument No. 86-1326494.

Assessor's Parcel Number: 2038-040-012

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

A portion of the Northeast Quarter of Section 10, in Township 1 North, Range 14 West, San Bernardino Meridian, in the City of Burbank, County of Los Angeles, State of California, described as follows:

Parcel A: 2462-017-017

Beginning at the Southeast corner of Lot 1 of Tract No. 11702 in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 249, Page 35 of Maps, in the Office of the County Recorder of said County; thence South 77° 25' 04" East 1352.52 feet along the Northeasterly right of way line of the Southern Pacific Railroad Company's 100 foot right-of-way (Coast line); thence North 12° 34' 56" East 115.62 feet; thence North 77° 25' 04" West 60.65 feet; thence North 12° 34' 57" East 34.54 feet; thence North 77° 25' 03" West 9.66 feet; thence North 12° 36' 53" East 242.50 feet; thence South 77° 25' 03" East 132.97 feet; thence North 12° 34' 57" East 237.33 feet; thence North 77° 25' 03" West 148.66 feet; thence North 12° 34' 57" East 150.00 feet; thence North 77° 25' 03" West 450.20 feet to the true point of beginning; thence North 12° 34' 57" East 176.10 feet to the beginning of a non-tangent curve concave Northerly having a radius of 887.60 feet, a radial to said beginning bears South 07° 05' 23" West; thence Easterly along said curve 213.53 feet through a central angle of 13° 47' 00"; thence South 13° 20' 01" West 221.80 feet; thence North 77° 25' 03" West 205.99 feet to the true point of beginning.

Parcel B:

A non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas as set forth and described in a document entitled "Operation and Easement Agreement Among Target Corporation and ZRB Burbank, LLC and Lowe's HIW, Inc." recorded December 15, 2000 as Instrument No. 00-1959001 and April 26, 2001 as Instrument No. 01-0709644 both of Official Records of Los Angeles County.

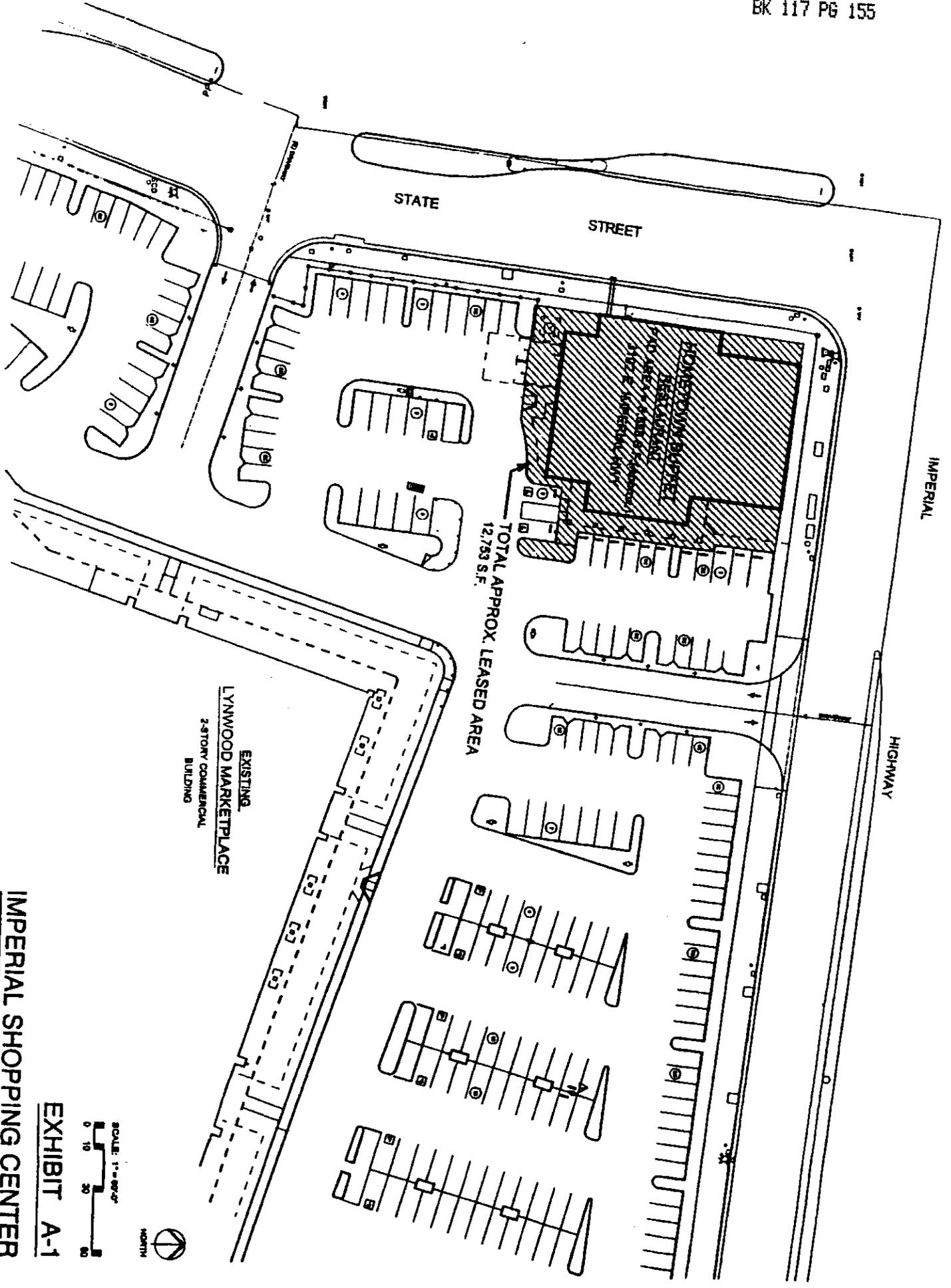
#258

THOSE PORTIONS OF LOTS 2 THROUGH 7 IN BLOCK 18 OF THE MODJESKA PARK, IN THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGES 142 AND 143 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 IN SAID BLOCK 18, THENCE NORTH 05°47'00" EAST ALONG THE WESTERLY LINE OF SAID BLOCK 18, SAID LINE ALSO BEING THE EASTERLY LINE OF STATE STREET, 120 FEET WIDE, 96.85 FEET TO A POINT IN THE WESTERLY LINE OF LOT 7 IN SAID BLOCK 18; THENCE SOUTH 84°00'06" EAST 4.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 05°47'29" EAST 126.95 FEET; THENCE SOUTH 84°11'05" EAST 100.45 FEET; THENCE SOUTH 05°37'05" WEST 27.25 FEET; THENCE SOUTH 84°11'34" EAST 3.01 FEET; THENCE SOUTH 06°04'20" WEST 64.70 FEET; THENCE 83°55'40" EAST 12.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°20'12" AN ARC DISTANCE OF 4.73 FEET; THENCE SOUTH 06°24'32" WEST 21.41 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4.45 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" AN ARC DISTANCE OF 13.98 FEET; THENCE NORTH 06°24'32" EAST 13.69 FEET; THENCE NORTH 84°17'06" WEST 26.07 FEET; THENCE SOUTH 06°29'14" WEST 12.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 6.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°20'58" AN ARC DISTANCE OF 7.89 FEET; THENCE SOUTH 81°50'11" WEST 26.33 FEET; THENCE NORTH 84°00'06" WEST 52.93 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,755 SQ. FT. 0.293 ACRES

Further reflected on Exhibit attached hereto



IMPERIAL SHOPPING CENTER
 DHA
 8-24-02

EXHIBIT A-1

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

A portion of the Northeast Quarter of Section 10, in Township 1 North, Range 14 West, San Bernardino Meridian, in the City of Burbank, County of Los Angeles, State of California, described as follows:

Parcel A: 2462-017-017

Beginning at the Southeast corner of Lot 1 of Tract No. 11702 in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 249, Page 35 of Maps, in the Office of the County Recorder of said County; thence South $77^{\circ} 25' 04''$ East 1352.52 feet along the Northeasterly right of way line of the Southern Pacific Railroad Company's 100 foot right-of-way (Coast line); thence North $12^{\circ} 34' 56''$ East 115.62 feet; thence North $77^{\circ} 25' 04''$ West 60.65 feet; thence North $12^{\circ} 34' 57''$ East 34.54 feet; thence North $77^{\circ} 25' 03''$ West 9.66 feet; thence North $12^{\circ} 36' 53''$ East 242.50 feet; thence South $77^{\circ} 25' 03''$ East 132.97 feet; thence North $12^{\circ} 34' 57''$ East 237.33 feet; thence North $77^{\circ} 25' 03''$ West 148.66 feet; thence North $12^{\circ} 34' 57''$ East 150.00 feet; thence North $77^{\circ} 25' 03''$ West 450.20 feet to the true point of beginning; thence North $12^{\circ} 34' 57''$ East 176.10 feet to the beginning of a non-tangent curve concave Northerly having a radius of 887.60 feet, a radial to said beginning bears South $07^{\circ} 05' 23''$ West; thence Easterly along said curve 213.53 feet through a central angle of $13^{\circ} 47' 00''$; thence South $13^{\circ} 20' 01''$ West 221.80 feet; thence North $77^{\circ} 25' 03''$ West 205.99 feet to the true point of beginning.

Parcel B:

A non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas as set forth and described in a document entitled "Operation and Easement Agreement Among Target Corporation and ZRB Burbank, LLC and Lowe's HIW, Inc." recorded December 15, 2000 as Instrument No. 00-1959001 and April 26, 2001 as Instrument No. 01-0709644 both of Official Records of Los Angeles County.

EXHIBIT A-IV

FLORIDA PROPERTY

#180

Commencing at an iron rod and cap No. LB 3407 at the intersection of the Northerly Right-of-Way line of Hood Drive and the Easterly Right-of-Way line of Pensacola Boulevard (U.S. Highway 29/State Road No. 95) and run North 14°48'41" West along said Easterly Right-of-Way line for a distance of 763.63 feet to an iron rod and cap No. LB 7107 and the POINT OF BEGINNING; thence continue North 14°48'41" West along said Easterly Right-of-Way line for a distance of 483.16 feet to an iron rod and cap No. LB 7107; thence leaving said Right-of-Way line, run South 89°57'57" East for a distance of 190.77 feet to an iron rod and cap No. LB 7107; thence South 89°02'37" East for a distance of 25.19 feet to an iron rod and cap No. LB 7107; thence South 14°49'13" East for a distance of 115.50 feet to an iron rod and cap No. LB 7107; thence South 00°16'27" East for a distance of 94.47 feet to an iron rod and cap No. LB 7107; thence South 14°49'59" East for a distance of 195.46 feet to an iron rod and cap No. LB 7107; thence South 30°06'44" West for a distance of 35.37 feet to an iron rod and cap No. LB 7107; thence South 75°11'27" West for a distance of 160.05 feet to the Point of Beginning, being a portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida.

Together with a non-exclusive easement for vehicular and pedestrian ingress and egress as set forth in that certain Access Easement recorded in Official Records Book 5055, Page 1287, of the Public Records of Escambia County, Florida, described as follows:

Commencing at an iron rod and cap No. LB 3407 at the intersection of the Northerly Right-of-Way line of Hood Drive and the Easterly Right-of-Way line of Pensacola Boulevard (U.S. Highway 29/State Road No. 95) and run North 14°48'41" West along said Easterly Right-of-Way line for a distance of 718.63 feet to the POINT OF BEGINNING; thence continue North 14°48'41" West along said Easterly Right-of-Way line for a distance of 45.00 feet to an iron rod and cap No. LB 7107; thence leaving said Right-of-Way line, run North 75°11'27" East for a distance of 160.05 feet to an iron rod and cap No. LB 7107; thence North 30°06'44" East for a distance of 35.37 feet to an iron rod and cap No. LB 7107; thence South 14°49'59" East for a distance of 135.44 feet to an iron rod and cap No. LB 7107; thence North 00°16'27" West for a distance of 94.47 feet to an iron rod and cap No. LB 7107; thence North 14°49'13" West for a distance of 90.56 feet; thence South 89°02'37" East for a distance of 63.81 feet; thence South 00°07'54" West for a distance of 197.08 feet; thence South 17°01'50" East for a distance of 239.94 feet; thence South 75°11'27" West for a distance of 228.54 feet to the POINT OF BEGINNING, being a portion of Section 11, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel 1:

Begin at the Northwest corner of the Southeast 1/4 of Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida; thence South 01 degree 01 minutes 00 seconds West along the West line of the Southeast Quarter of said Section 29, a distance of 210.0 feet; thence departing the West line of the Southeast Quarter of said Section 29, proceed South 89 degrees 05 minutes 00 seconds East a distance of 203.98 feet, thence proceed North 00 degree 55 minutes 00 seconds East a distance of 5.00 feet, thence proceed South 89 degrees 05 minutes 00 seconds East a distance of 21.25 feet to a point on the Westery right of way line of State Road 85 (100 foot right of way); thence proceed North 14 degrees 57 minutes 37 seconds East along the Westery right of way line of said State Road 85, a distance of 471.28 feet; thence departing the Westery right of way line of said State Road 85, proceed North 89 degrees 05 minutes 00 seconds West a distance of 338.78 feet to a point on the West line of the Northeast Quarter of said Section 29; thence South 01 degree 01 minutes 00 seconds West, along the West line of the Northeast Quarter of said Section 29, a distance of 252.19 feet to the Point of Beginning of the parcel herein described.

Less and except: Commence at the Northwest corner of the Southeast quarter of Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida; thence proceed South 01 degree 01 minutes 00 seconds West, along the West line of the Southeast quarter of said Section 29, a distance of 210.00 feet; thence, departing the West line of the Southeast quarter of said Section 29, proceed South 89 degrees 05 minutes 00 seconds East, a distance of 203.98 feet; thence proceed North 00 degree 55 minutes 00 seconds East, a distance of 5.00 feet; thence proceed South 89 degrees 05 minutes 00 seconds East, a distance of 21.25 feet to the Point of Beginning; thence proceed North 14 degrees 57 minutes 37 seconds East, a distance of 471.28 feet; thence proceed South 89 degrees 05 minutes 00 seconds East, a distance of 12.37 feet to a point on the Westery right of way line of State Road 85, (100.00 foot right of way); thence proceed South 14 degrees 57 minutes 37 seconds West, along said Westery right of way line, a distance of 471.28 feet; thence, departing the Westery right of way line of said State Road 85, proceed North 89 degrees 05 minutes 00 seconds West, a distance of 12.37 feet to the Point of Beginning of the parcel herein described.

Parcel 2: (Access Easement)

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 3 North, Range 23 West, Okaloosa County, Florida; thence proceed South 01 degree 01 minutes 00 seconds West, along the West line of the Southeast Quarter of said Section 29, a distance of 210.00 feet to the Point of Beginning; thence departing the West line of the Southeast Quarter of said Section 29, proceed South 89 degrees 05 minutes 00 seconds East, a distance of 203.98 feet; thence proceed South 00 degree 55 minutes 00 seconds West, a distance of 7.42 feet; thence proceed North 89 degrees 08 minutes 29 seconds West, a distance of 203.99 feet to a point on the West line of the Southeast Quarter of said Section 29; thence proceed North 01 degree 01 minutes 00 seconds East, along the West line of the Southeast Quarter of said Section 29, a distance of 7.63 feet to the Point of Beginning of the parcel herein described.

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Commence at the Northeast corner of Section 14, Township 1 North, Range 29 West, Santa Rosa County, Florida; thence proceed South 01 degrees 43 minutes 42 seconds West along the East line of Section 14 a distance of 49.91 feet to the point of intersection with the South right-of-way line of U.S. Highway 90, State Road No. 10 (150 foot right-of-way); thence proceed North 88 degrees 28 minutes 32 seconds West along said South right-of-way line a distance of 454.80 feet to the Point of Beginning; thence departing said right-of-way line proceed South 01 degrees 07 minutes 42 seconds West a distance of 177.71 feet; thence proceed South 46 degrees 07 minutes 02 seconds West a distance of 35.36 feet thence proceed North 88 degrees 52 minutes 18 seconds West a distance of 269.83 feet; thence proceed North 43 degrees 52 minutes 18 seconds West a distance of 56.57 feet; thence proceed North 01 degrees 07 minutes 42 seconds East a distance of 165.03 feet to a point on the aforesaid South right-of-way line of U.S. Highway 90, thence proceed South 88 degrees 28 minutes 32 seconds East along said right-of-way line a distance of 334.84 feet to the Point of Beginning; lying in and being a portion of Section 14, Township 1 North, Range 29 West Santa Rosa County, Florida.

Together with Non-exclusive Perpetual Easements for access and surface water drainage as set forth in Access and Utility Easement between Wal-Mart Stores East, Inc. and Pea Ridge, L.L.C. set forth in Instrument recorded in Official Records Book 1780, Page 455.

EXHIBIT A-V
GEORGIA PROPERTY

SITE #110

All that lot or parcel of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, having a frontage of 201.51 feet on the east of Bobby Jones Expressway (SR 232) and extending back between essentially parallel lines for a distance of 345.98 feet on its northern boundary line; a distance of 321.34 feet on its southern boundary line to a rear or eastern boundary of 200 feet along Oak Street. Said property is bounded and measures as follows: On the North by property now or formerly of Bivens a distance 345.98 feet; on the East by Oak Street a distance of 200 feet; on the South by an unimproved street known as Capten Road, and on the West by Bobby Jones Expressway a distance of 201.51 feet.

Said property is more particularly shown and designated on a plat prepared by Leonard D. Nance dated August 16, 1982; said plat being attached hereto and recorded in Plat Book 11, at page 159, in the Office of the Clerk of the Superior Court of Columbia County, Georgia and reference is hereby made to said plat for a more complete and accurate description as to metes, bounds and location of said property.

LESS AND EXCEPT that portion conveyed by the Quitclaim Deed from Ryan's Family Steak Houses, Inc. to Jack Bowles Realty Co., Inc. dated October 5, 1984, filed October 24, 1984, recorded in Deed Book 333, page 324, Columbia County records.

SITE #116

All that tract or parcel of land lying and being in Land Lots 264 and 265 of the 14th District, 3rd Section, Gordon County, Georgia, City of Calhoun, being more particularly described as follows:

COMMENCING at a point at the intersection of the northwest right of way line of Industrial Circle (50 foot right of way) with the south right of way line of State Route 53 (100 foot right of way); thence along said right of way of State Route 53, 982.2 feet to the TRUE POINT OF BEGINNING; thence south 14 degrees 34 minutes 30 seconds west for a distance of 299.48 feet to an iron pin found; thence north 75 degrees 22 minutes 35 seconds west for a distance of 299.94 feet to an iron pin found; thence north 14 degrees 38 minutes 00 seconds east for a distance of 299.67 feet to a concrete right of way marker; thence south 75 degrees 21 minutes 45 seconds east for a distance of 299.63 feet to an iron pin found and the point of beginning.

Said property contains 2.06 acres more or less.

TOGETHER WITH easement rights contained in Easement Agreement by and between Wal-Mart Real Estate Business Trust and Ryan's Family Steak Houses, Inc., dated April 6, 1998, filed May 1, 1998, recorded in Deed Book 546, page 135, Gordon County records.

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SITE #118

All that tract or parcel of land lying and being in Land Lot 160 of the 4th District, 4th Section, Floyd County, Georgia, in the City of Rome, being more particularly described as follows:

BEGINNING at the southwest intersection of Shorter Avenue and Coosawatee Avenue; thence south 05 degrees 25 minutes 47 seconds west, along the west line of Coosawatee Avenue, 392.91 feet; thence south 00 degrees 57 minutes 14 seconds west, along said line 13.24 feet to a point; said point being the center line of a creek; thence south 71 degrees 27 minutes 26 seconds west 36.47 feet to a point; thence south 56 degrees 37 minutes 21 seconds west, 25.26 feet to a point; thence south 44 degrees 39 minutes 45 seconds west, 25.81 feet to a point; thence south 42 degrees 08 minutes 34 seconds west, 48.97 feet to a point; thence south 35 degrees 40 minutes 10 seconds west, 43.18 feet to a point; thence south 31 degrees 16 minutes 54 seconds west, 50.30 feet to a point; thence north 79 degrees 51 minutes 58 seconds west, 79.21 feet to a point; thence south 78 degrees 50 minutes 52 seconds west, 60.81 feet to a point; thence north 06 degrees 18 minutes 11 seconds east 398.12 feet to a point; thence north 06 degrees 18 minutes 11 seconds east, 199.57 feet to a point on the south right of way line of Shorter Avenue; thence south 82 degrees 49 minutes 36 seconds east, 270.00 feet along the south right of way line of Shorter Avenue and to the point of beginning. Said legal description is in accordance with a plat certified to by Harrison Engineering Associates, Inc., Carrollton, Georgia, dated July 1, 1983.

LESS & EXCEPT property described in the following:

- a. Warranty Deed from Ryan's Family Steak Houses, Inc. to Arctic Circle, Inc., dated and filed July 25, 1984, recorded in Deed Book 908, page 265, Floyd County records;
- b. Right of Way Deed in favor of Georgia Department of Transportation, dated July 3, 1986 recorded in Deed Book 967, page 175;
- c. Warranty Deed from Ryan's Family Steak Houses, Inc. to J. Jeff Anderson, dated July 31, 1986, filed August 4, 1986, recorded in Deed Book 969, page 169;
- d. Right of Way Deed in favor of Georgia Department of Transportation, dated October 6, 1987, recorded in Deed Book 1061, page 8, aforesaid records.

AND

All that tract or parcel of land lying and being in Land Lot 160 of the 4th Land District, 4th Section, Floyd County, Georgia, Third Ward, City of Rome, Georgia, containing 0.31 acres and being all of Lot 2B as shown on a plat entitled "Property of Quaker State Minit-Lube, Inc.", dated May 31, 1988, prepared by A. H. Horne, Jr. and being more particularly described as follows:

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BEGINNING at a point on the westerly right of way of Coosawatee Avenue, said beginning corner being located 100 feet in a southerly direction from the intersection of said right of way of Coosawatee Avenue and the southerly right of way of Shorter Avenue as measured along said right of way of Coosawatee Avenue and running thence along said right of way of Coosawatee Avenue south 05 degrees 50 minutes 21 seconds west 100 feet to a point; thence north 83 degrees 00 minutes 35 seconds west 135 feet to a point; thence north 05 degrees 50 minutes 21 seconds east 100 feet to a point; thence south 83 degrees 00 minutes 32 seconds east 135 feet to said Point of Beginning.

TOGETHER WITH easement rights contained in the following:

- a. Warranty Deed from Ryan's Family Steak Houses, Inc. to J. Jeff Anderson, dated July 31, 1986, filed August 4, 1986, recorded in Deed Book 969, page 169, Floyd County records;
- b. Parking Easement from Jeff Anderson, a/k/a J. Jeff Anderson to Ryan's Family Steak Houses, Inc., dated July 31, 1986, filed August 4, 1986, recorded in Deed Book 969, page 170; and
- c. Easement from Jeff Anderson, a/k/a J. Jeff Anderson to Ryan's Family Steak Houses, Inc., dated August 1, 1986, filed August 4, 1986, recorded in Deed Book 969, page 172, aforesaid records.

Site #120

All that tract or parcel of land lying and being in Land Lot 409 of the 1st Land District, Dougherty County, Georgia, being all of Lot 2-A of a Minor Subdivision Plat, Redivision of Lot 2, Sherwood Properties, LLC, dated April 2, 2003, recorded in Plat Cabinet 1, Slide C-91H, Dougherty County records, being more particularly described as follows:

COMMENCE at the intersection of the southern right of way line of Westover Boulevard (80 foot right of way) with the westerly line of Land Lot 409; run thence north 87 degrees 20 minutes 03 seconds east along the southern right of way line of Westover Boulevard for a distance of 49.24 feet to a 5/8 inch rebar set; continue thence south 03 degrees 05 minutes 04 seconds east for a distance of 15.00 feet to a 5/8 inch rebar set; thence go north 87 degrees 20 minutes 03 seconds east along the southern right of way line of Westover Boulevard for a distance of 458.33 feet to a 5/8 inch rebar set; said point being the POINT OF BEGINNING; from said POINT OF BEGINNING, continue along the southern right of way line of Westover Boulevard north 87 degrees 20 minutes 03 seconds east for a distance of 270.91 feet to a 5/8 inch rebar found; thence run south 02 degrees 39 minutes 57 seconds east for a distance of 343.90 feet to a 5/8 inch rebar found; thence run south 87 degrees 20 minutes 03 seconds west for a distance of 270.91 feet to a 5/8 inch rebar set; thence run north 02 degrees 39 minutes 57 seconds west for a distance of 343.90 feet to a 5/8 inch rebar set, the POINT OF BEGINNING.

Said tract contains 2.139 acres, more or less

TOGETHER WITH easement rights contained in the following:

- a. Reciprocal Easement, Covenant and Condition Agreement for Albany Exchange by Albany Exchange, LLC, Albany Exchange II, LLC and BYB Southern, LLC, dated August 28, 2003, filed August 28, 2003, recorded in Deed Book 2658, page 130, Dougherty County records; re-recorded November 12, 2003 in Deed Book 2704, page 137, aforesaid records; and
- b. Declaration of Easements, Covenants and Conditions for Albany Exchange by Sherwood Properties, LLC, dated September 18, 2002, filed September 23, 2002, recorded in Deed Book 2459, page 313, aforesaid records.

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SITE #119

All that tract or parcel of land lying and being in Land Lot 545 of the 2nd District, 3rd Section, Paulding County, Georgia, and being more fully shown as a 1.828 acre tract of land per survey prepared for Ryan's Family Steak Houses, Inc., by Etowah Engineering & Surveying dated February 26, 1998, revised March 26, 1998, recorded in Plat Book 30, page 118, Paulding County records, being more particularly described as follows:

Beginning at the point where the Northwesterly right of way margin of Pace Parkway (60 foot right of way) intersects the Northeasterly right of way margin of U. S. Highway 278 and thence running Northwesterly along the Northeasterly right of way margin of U. S. Highway 278, North 64 Degrees 35 Minutes 49 Seconds West a distance of 207.86 feet to an iron pin found (1/2" rebar) and the TRUE POINT OF BEGINNING, thence running from said TRUE POINT OF BEGINNING North 64 Degrees 35 Minutes 49 Seconds West a distance of 258.45 feet along the Northeasterly right of way margin of U. S. Highway 278 to an iron pin found (1/2" rebar) at the Southeastery right of way margin of a proposed road (60 foot right of way); thence running North 13 Degrees 16 Minutes 11 Seconds East a distance of 310.00 feet along the Southeastery right of way margin of said proposed road to an iron pin found (1/2" rebar) at the Southwestery right of way margin of said proposed road; thence running South 64 Degrees 35 Minutes 49 Seconds East a distance of 96.21 feet along the Southwestery right of way margin of said proposed road to an iron pin found (1/2" rebar); thence continuing along said right of way margin along a curve to the left an arc distance of 85.21 feet to an iron pin found (1/2" rebar), radius of curve 230.00 feet, said curve being subtended by a chord of South 75 Degrees 12 Minutes 40 Seconds East a distance of 84.73 feet; thence continuing along said right of way margin running South 85 Degrees 49 Minutes 30 Seconds East a distance of 52.56 feet to an iron pin found; thence continuing along said right of way margin along a curve to the right an arc distance of 17.41 feet to an iron pin found (1/2" rebar), radius of curve 170.00 feet, said curve being subtended by a chord of South 82 Degrees 53 Minutes 30 Seconds East a distance of 17.40 feet; thence leaving the Southwestery right of way margin of said proposed road and running South 29 Degrees 24 Minutes 11 Seconds West a distance of 140.53 feet to an iron pin found (1/2" rebar); thence running South 21 Degrees 43 Minutes 50 Seconds West a distance of 210.00 feet to an iron pin found on the Northeasterly side of the right of way margin of U. S. Highway 278 and the TRUE POINT OF BEGINNING.

Conveyed also herein is a non-exclusive easement for pedestrian and vehicular ingress, egress and regress, upon, over and through that certain tract of land more particularly described as follows.

All that tract or parcel of land lying and being in Land Lot No. 545 of the 2nd District and 3rd Section of Paulding County, Georgia, and being more fully shown as a 1.137 acre tract of land per survey prepared for Ryan's Family Steak Houses, Inc. by Etowah Engineering & Surveying dated February 26, 1998, and revised March 26, 1998, and being recorded in Plat Book 30, Page 118, Paulding County, Georgia records, and being more particularly described as follows:

Beginning at the point where the Northwesterly right of way margin of Pace Parkway (60 foot right of way) intersects the Northeasterly right of way margin of U. S. Highway 278 and thence running Northwesterly along the Northeasterly right of way margin of U. S. Highway 278, North 64 Degrees 35 Minutes 49 Seconds West a distance of 207.86 feet to an iron pin found (1/2" rebar); thence running North 64 Degrees 35 Minutes 49 Seconds West a distance of 258.45 feet along the Northeasterly right of way margin of U. S. Highway 278 to an iron pin found (1/2" rebar) at the Southeastery right of way margin of a proposed road (60 foot right of way) and the TRUE POINT OF BEGINNING.

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AND TOGETHER WITH easement rights contained in the following:

- a. Directional Sign Easement Agreement by and between Ryan's Family Steak Houses, Inc. and Thomas Aiken, William Carruth and Southlife Properties, Inc., dated July X, 1998, filed July 23, 1998, recorded in Deed Book 704, page 429, Paulding County records; and
- b. Access, Utility and Storm Drainage Easement Agreement by and between Ryan's Family Steak Houses, Inc. and Thomas Aiken, William Carruth and Southlife Properties, Inc., dated July X, 1998, filed July 23, 1998, recorded in Deed Book 704, page 436, aforesaid records.

SITE #357

All that tract or parcel of land lying and being in the 208th G.M.D. of Banks County, Georgia, being more particularly described as follows:

BEGINNING at the centerline intersection of Ridgeway Road and Steven B. Tanger Boulevard; thence south 86 degrees 10 minutes 15 seconds east for a distance of 2133.65 feet to a point on the east right of way line of Steven B. Tanger Boulevard; said point being the TRUE POINT OF BEGINNING; thence north 38 degrees 23 minutes 29 seconds east a distance of 100.00 feet to a point; thence north 38 degrees 23 minutes 29 seconds east a distance of 15.03 feet to a point; thence south 51 degrees 42 minutes 00 seconds east a distance of 60.00 feet to a point; thence south 51 degrees 42 minutes 00 seconds east a distance of 250.32 feet to a point on the west right of way line of Interstate 85; thence along a curve to the left having a radius of 1211.92 feet and an arc length of 30.19 feet, being subtended by a chord of south 30 degrees 55 minutes 41 seconds west a distance of 30.19 feet to a point on the west right of way line of Interstate 85; thence south 30 degrees 12 minutes 53 seconds west a distance of 244.24 feet to a point on the west right of way line of Interstate 85; thence along a curve to the right having a radius of 1055.81 feet and an arc length of 55.06 feet, being subtended by a chord of south 31 degrees 42 minutes 31 seconds west a distance of 55.06 feet to a point on the west right of way line of Interstate 85; thence north 51 degrees 41 minutes 55 seconds west a distance of 293.57 feet to a point on the east right of way line of Steven B. Tanger Boulevard; thence along a curve to the left having a radius of 607.96 feet and an arc length of 15.71 feet, being subtended by a chord of north 31 degrees 46 minutes 42 seconds east a distance of 15.71 feet to a point on the east right of way line of Steven B. Tanger Boulevard; thence along a curve to the left having a radius of 607.96 feet and an arc length of 205.67 feet, being subtended by a chord of north 21 degrees 20 minutes 47 seconds east a distance of 204.69 feet to a point on the east right of way line of Steven B. Tanger Boulevard, said point being the TRUE POINT OF BEGINNING.

Said property contains 2.3133 acres, more or less.

SITE #469

All that tract or parcel of land lying and being in the 1331st District, G.M. Oconee County, Georgia, being designated as Lot 1, containing 2.721 acres, more or less, being more particularly described on a plat of survey entitled "Final Plat for: Fire Mountain Restaurants, Inc." dated February 28, 2005, by Brett Chandler & Associates, Brett Chandler, Registered Land Surveyor, recorded at Plat Book 35, page 288, in the Office of the Clerk of the Superior Court of Oconee County, Georgia.

TOGETHER WITH easements reserved in Limited and Special Warranty Deed from Fire Mountain Restaurants, Inc., to Ram K. Reddy, M.D., dated December 10, 2004, recorded in Deed Book 778, page 6, Oconee County records.

SITE #456

All that tract or parcel of land lying and being in Land Lot 98 of the 3rd District, Spalding County, Georgia, being more particularly described as follows:

COMMENCING at a 1 inch open top pipe found at the intersection of the northerly right of way of Central of Georgia Railroad (100 foot right of way) with the westerly right of way of Georgia State Route 3 (200 foot right of way); thence departing the said northerly right of way of Central Georgia Railroad and continuing with the said westerly right of way of Georgia State Route 3, north 07 degrees 25 minutes 25 seconds west a distance of 189.66 feet to a 5/8 inch rebar set; said 5/8 inch rebar set being the TRUE POINT OF BEGINNING; thence departing the said westerly right of way of Georgia State Route 3 and continuing through the land of Outparcel 6, Griffin Crossroads (Plat Book 24, page 315), north 83 degrees 20 minutes 02 seconds west, a distance of 317.65 feet to a 5/8 inch rebar set in the division line between the said Out Parcel 6 on the east and Tract 3, Griffin Crossroads on the west; thence continuing with the said division line between the said Tract 3 on the west and Outparcel 6 and continuing with Outparcel 5, Griffin Crossroads on the east, north 06 degrees 41 minutes 52 seconds east a distance of 275.40 feet to a 5/8 inch rebar set in the division line between the said Outparcel 5 on the south and the said Tract 3 on the north; thence continuing with the said division line the following two courses: north 43 degrees 19 minutes 53 seconds east, a distance of 61.25 feet to a 5/8 inch rebar set; thence south 83 degrees 20 minutes 01 seconds east a distance of 199.47 feet to a 5/8 inch rebar set in the said westerly right of way of Georgia State Route 3, thence continuing with the said westerly right of way of Georgia State Route 3, south 07 degrees 25 minutes 25 seconds east a distance of 334.60 feet to a 5/8 inch rebar set, said 5/8 inch rebar set being the TRUE POINT OF BEGINNING.

Said tract of land contains 2.042 acres, , more or less.

TOGETHER WITH easement rights contained in the following:

- a. Easements with Covenants and Restrictions Affecting Land by and between H. Lee Scott, Jr., as Trustee of Wal-Mart Real Estate Business Trust, Griffin Crossroads, LLC and Halpern Enterprises, Inc., dated July 21, 2001, filed May 28, 2002, recorded in Deed Book 2089, page 79, Spalding County records; as amended by First Amendment dated April 3, 2002, filed June 21, 2002, recorded in Deed Book 2101, page 114, aforesaid records; as further amended by Second Amendment dated March 25, 2003, filed April 18, 2003, recorded in Deed Book 2263, page 116, aforesaid records; as further amended by Third Amendment dated February 26, 2004, filed March 1, 2004, recorded in Deed Book 2447, page 323, aforesaid records; and
- b. Cross Easement Agreement by and between Fire Mountain Restaurants, Inc. and Griffin Crossroads, LLC, dated October 3, 2005, filed December 14, 2005, recorded in Deed Book 2813, page 326, aforesaid records.

SITE #461

All that tract or parcel of land lying and being in Land Lot 282 of the 13th District, Dawson County, Georgia, being more particularly described as follows:

COMMENCING at the common corner of Land Lots 255, 256, 281 and 282; thence north 89 degrees 38 minutes 43 seconds west a distance of 61.67 feet to a point; thence south 30 degrees 53 minutes 23 seconds west a distance of 268.22 feet to a point; thence along a curve to the right, an arc distance of 564.91 feet, said curve having a radius of 5,909.50 feet, being subtended by a chord of 564.69 feet, at south 37 degrees 48 minutes 15 seconds west to a 5/8 inch rebar set; said point being the POINT OF BEGINNING; thence south 53 degrees 41 minutes 01 seconds east a distance of 262.62 feet to a 5/8 inch rebar set; thence south 36 degrees 14 minutes 08 seconds west a distance of 64.59 feet to a 5/8 inch rebar set; thence south 13 degrees 12 minutes 20 seconds west a distance of 75.80 feet to a 5/8 inch rebar set; thence north 76 degrees 47 minutes 04 seconds west a distance of 77.87 feet to a 5/8 inch rebar set; thence south 50 degrees 44 minutes 43 seconds west a distance of 90.03 feet to a 1/2 inch rebar found; thence south 40 degrees 39 minutes 25 seconds west a distance of 87.37 feet to a 1/2 inch rebar found; thence south 40 degrees 37 minutes 40 seconds west a distance of 112.73 feet to a 1/2 inch rebar found; thence north 49 degrees 05 minutes 29 seconds west a distance of 200.11 feet to a P.K. nail set; thence along a curve to the left, an arc distance of 200.06 feet, said curve having a radius of 5909.50 feet, being subtended by a chord of 200.05 feet, at north 39 degrees 34 minutes 21 seconds east to a 1/2 inch rebar found; thence along a curve to the left, an arc distance of 235.79 feet, said curve having a radius of 5,909.50 feet, being subtended by a chord of 235.78 feet, at north 37 degrees 27 minutes 34 seconds east, to the POINT OF BEGINNING.

Said tract containing 101,498 square feet or 2.33 acres.

TOGETHER WITH easement rights contained in the following:

- a. Easement and Restrictive Covenant Agreement by and between WB Dawsonville Associates, LLC and Cutchin Company, LLC, dated November 27, 1996, filed December 3, 1996, recorded in Deed Book 229, page 574, Dawson County records; as amended by First Amendment dated January 20, 1998, filed January 22, 1998, recorded in Deed Book 260, page 255, aforesaid records; and
- b. Easement and Restrictive Covenant Agreement by and between Cutchin Company, LLC and Ryan's Family Steak Houses East, Inc., dated September 25, 2002, filed September 26, 2002, recorded in Deed Book 465, page 263, aforesaid records.

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SITE #447

All that tract or parcel of land lying and being in Land Lots 80 and 111 of the 4th Land District, Macon, Bibb County, Georgia, being more particularly described as follows:

COMMENCE at an iron pin (1 inch open top pipe) at the intersection of the west right of way of Log Cabin Drive (right of way varies) and the north right of way of Eisenhower Parkway (U.S. Highway 80) (right of way varies); thence southwesterly a distance of 1941.68 feet along the north right of way of Eisenhower Parkway to an iron pin (1/2 inch rebar) at the POINT OF BEGINNING; thence continuing along said right of way along a curve to the left having a chord bearing of south 60 degrees 43 minutes 41 seconds west, a chord distance of 466.00 feet an arc distance of 466.27 feet with a radius of 3944.72 feet to an iron pin (1/2 inch rebar) on the east line of Out Lot No. 1; thence leaving said right of way north 24 degrees 27 minutes 46 seconds west a distance of 253.83 feet along the east line of Out Lot No. 1 to an iron pin (1/2 inch rebar) on the southerly right of way of Presidential Parkway (90 foot right of way); thence along said right of way north 66 degrees 46 minutes 36 seconds east a distance of 468.82 feet to an iron pin (1/2 inch rebar) at the northwest corner of Out Lot No. 3 of Eisenhower Crossing; thence along the west line of Out Lot No. 3 of Eisenhower Crossing south 23 degrees 14 minutes 42 seconds east a distance of 204.67 feet to the POINT OF BEGINNING.

Said parcel contains 2.40 acres as shown on a plat for Eisenhower Crossing recorded in Plat Book 90, page 358, Bibb County records; all as shown on a plat of survey prepared for Ryan's Family Steak House, Inc. by Donaldson, Garrett & Associates, Inc., Ralph A. True (Georgia R.L.S. No. 2202), dated May 8, 2002, which survey indicates said tract contains 2.40 acres.

TOGETHER WITH easement rights contained in the following:

- a. Reciprocal Easement Agreement by and between Faison-Sofran Partnership No. II and LMR Land Company, Ltd., L.P., dated June 30, 2000, filed July 5, 2000, recorded in Deed Book 4701, page 17, Bibb County records; as amended by First Amendment dated May 17, 2001, filed June 4, 2001, recorded in Deed Book 4951, page 67, aforesaid records; as further amended by Second Amendment dated November 23, 2001, filed December 4, 2001, recorded in Deed Book 5131, page 166, aforesaid records; as further amended by Third Amendment dated February 15, 2002, filed March 27, 2002, recorded in Deed Book 5255, page 215, aforesaid records;
- b. Operation and Easement Agreement between Target Corporation and Faison-Sofran Partnership No. II, dated June 30, 2000, filed July 5, 2000, recorded in Deed Book 4701, page 67, aforesaid records; as amended by First Amendment dated May 17, 2001, filed June 4, 2001, recorded in Deed Book 4951, page 72, aforesaid records; as further amended by Second Amendment dated August 22, 2001, filed September 19, 2001, recorded in Deed Book 5052, page 218, aforesaid records; as further amended by Third Amendment dated January 1, 2002, filed March 27, 2002, recorded in Deed Book 5255, page 187, aforesaid records; and

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- c. **Reciprocal Access Easement Between Outlot #1 and Outlot #2 by and between Faison-Sofran Partnership No. II and Tamjo, Inc. and Palladian-Macon, LLC, dated April 10, 2002, filed April 18, 2002, recorded in Deed Book 5280, page 289, aforesaid records.**

SITE #344

All that tract or parcel of land lying and being in Land Lot 202 of the 5th District, Carroll County, Georgia, being more particularly described as follows:

BEGINNING at a point on the north right of way of Georgia State Route 166, said point being located 4.26 feet east of the intersection of the east right of way of Somerset Place and the north right of way of Georgia State Route 166; thence running north 01 degree 14 minutes 42 seconds east for a distance of 672 feet to a point; thence running south 88 degrees 17 minutes 36 seconds east for a distance of 144.45 feet to a point; thence running south 00 degrees 00 minutes 03 seconds east for a distance of 186.44 feet to a point; thence running south 16 degrees 22 minutes 41 seconds east for a distance of 333.42 feet to a point on the north right of way of Georgia State Route 166; thence running south 57 degrees 29 minutes 44 seconds west along the north right of way of Georgia State Route 166 for a distance of 300 feet to the Point of Beginning.

Said tract contains 2.557 acres according to a plat prepared by Douglas C. Crawford, Georgia R.L.S. of Crawford & Associates, Inc., dated September 6, 1994.

TOGETHER WITH easement rights contained in the following:

- a. Non-Exclusive Easement for Ingress and Egress by and between Somerset Place, Ltd. and Richard M. Haney, dated September 9, 1994, filed September 12, 1994, recorded in Deed Book 845, page 225, Carroll County records;
- b. Signage Easement by and between Somerset Place, Ltd. and Richard M. Haney, dated September 9, 1994, filed September 12, 1994, recorded in Deed Book 845, page 230, aforesaid records; and
- c. Warranty Deed from Richard M. Haney to Ryan's Family Steak Houses, Inc., dated January 12, 1995, filed January 12, 1995, recorded in Deed Book 859, page 137, aforesaid records.

SITE #282

All that tract or parcel of land lying and being in Land Lot 193 of the 4th District, 3rd Section, Bartow County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the intersection of the west right of way (200 feet) of Joe Frank Harris Parkway (a/k/a U.S. Highway 41) with the south right of way (80 feet) of Collins Drive; thence south 05 degrees 46 minutes 03 seconds east a distance of 270.00 feet along said west right of way of Joe Frank Harris Parkway to an iron pin and the TRUE POINT OF BEGINNING; thence south 05 degrees 46 minutes 03 seconds east a distance of 21.51 feet along said west right of way to a point; thence along a curve to the left having a radius of 2391.83 feet and an arc length of 214.72 feet, being subtended by a chord of south 08 degrees 20 minutes 22 seconds east a distance of 214.65 feet along said west right of way to an iron pin; thence north 89 degrees 13 minutes 31 seconds west a distance of 200.00 feet to an iron pin; thence south 13 degrees 04 minutes 03 seconds east a distance of 180.00 feet to an iron pin; thence north 89 degrees 13 minutes 31 seconds west a distance of 139.04 feet to an iron pin; thence north 13 degrees 04 minutes 01 seconds west a distance of 378.93 feet to an iron pin; thence north 84 degrees 13 minutes 57 seconds east a distance of 352.47 feet to the TRUE POINT OF BEGINNING.

Said property containing 2.254 acres and is more particularly shown and delineated on plat of survey prepared for Ryan's Family Steak Houses, Inc. by William C. Smith, Georgia Registered Land Surveyor No. 1803, Smith & Smith Land Surveyors, P.C., dated September 21, 1992, revised January 11, 1993, which plat is incorporated herein by reference and made a part of this description.

TOGETHER WITH easement rights contained in the following:

- a. Access and Utility Easement by and between Ryan's Family Steak Houses, Inc. and Cartersville North, Ltd. and Ann Felton Collins, dated January 19, 1993, filed January 20, 1993, recorded in Deed Book 755, page 350, Bartow County records;
- b. Business Sign Easement by and between Ryan's Family Steak Houses, Inc. and Cartersville North, Ltd. and Ann Felton Collins, dated January 19, 1993, filed January 20, 1993, recorded in Deed Book 755, page 358;
- c. Slope Easement by and between Ryan's Family Steak Houses, Inc. and Cartersville North, Ltd. and Ann Felton Collins, dated January 19, 1993, filed January 20, 1993, recorded in Deed Book 755, page 365; and
- d. Storm Water Drainage Easement by and between Ryan's Family Steak Houses, Inc. and Cartersville North, Ltd. and Ann Felton Collins, dated January 19, 1993, filed January 20, 1993, recorded in Deed Book 755, page 372, aforesaid records.

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ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 228 of the 14th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the southeast intersection of Interstate 575 (having a variable width right-of-way) and Georgia State Highway 3 (having a variable width right-of-way), at a concrete right-of-way monument as the point of reference, and run thence along the east right-of-way line of Interstate 575 S 23°22'50" E a distance of 261.32 feet to a concrete monument; thence S 01°57'08" E a distance of 31.45 feet to an iron pin and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING run thence N 81°31'05" E a distance of 501.32 feet to an iron pin on the westerly right-of-way of Keith Drive (having a variable width right-of-way); thence along the westerly right-of-way of Keith Drive S 18°01'48" E a distance of 35.65 feet to a point; thence S 14°02'31" E a distance of 192.63 feet to a point; thence N 63°01'07" E a distance of 3.85 feet to a point; thence S 14°28'55" E a distance of 50.50 feet to an iron pin; thence S 81°34'55" W a distance of 625.85 feet to the east right-of-way line of Interstate 575 and an iron pin; thence N 29°31'34" E a distance of 69.76 feet to a concrete monument; thence N 01°57'08" W a distance of 236.53 feet to an iron pin and the TRUE POINT OF BEGINNING; said tract being designated as Tract #4 and containing 190,098 square feet (4.444 acres), according to plat of survey prepared by E. G. Davis Land Surveying Co., E. G. Davis, Georgia Registered Land Surveyor No. 2363, dated November 1, 1996, prepared for William G. Hasty, Oury Haygood and Jerry Haygood, which survey is hereby incorporated by this reference for a more complete description of the property herein described.

ALSO CONVEYED HERewith is a nonexclusive perpetual easement for ingress and egress from and to the above-described property, which is more particularly described on that certain Assent Agreement between the parties hereto, of even date herewith, recorded in Deed Book 3672, Page 311, Cherokee County, Georgia Records.

SITE #115

All of Lot 100, Survey for Ryan's Family Steak Houses, Inc., Plat Book 144, page 60 of the public records of Muscogee County, Georgia, being more particularly described as follows:

BEGIN at an iron pipe marking the northwest corner of said Lot 100; thence South $86^{\circ} 06' 10''$ East along the southerly right-of-way line of Manchester Expressway (variable width right-of-way) a distance of 136.26 feet to a rebar; thence South $79^{\circ} 38' 02''$ East along said right-of-way line a distance of 102.71 feet to a rebar; thence South $85^{\circ} 12' 58''$ East along said right-of-way line a distance of 7.29 feet to an iron pipe; thence South $03^{\circ} 31' 38''$ West a distance of 132.39 feet to an iron pipe; thence South $85^{\circ} 45' 45''$ East a distance of 200.20 feet to a rebar; thence South $03^{\circ} 37' 45''$ West a distance of 55.83 feet to a rebar; thence South $87^{\circ} 28' 39''$ East a distance of 81.80 feet to a rebar; thence South $03^{\circ} 50' 40''$ West a distance of 115.40 feet to a rebar; thence South $86^{\circ} 20' 29''$ East a distance of 247.74 feet to an iron pipe on the westerly right-of-way line of Woodruff Road (80 foot right-of-way), said point marking the point of curvature of a non-tangent circular curve to the left having a radius of 1020.40 feet and a central angle of $03^{\circ} 15' 13''$; thence along said curved right-of-way line an arc distance of 57.94 feet (Chord: South $23^{\circ} 21' 56''$ East, 57.94 feet) to a rebar; thence North $85^{\circ} 30' 45''$ West a distance of 366.66 feet to a rebar on the northerly right-of-way line of 44th Street; thence North $31^{\circ} 19' 05''$ West along said northerly right-of-way line a distance of 20.00 feet to a rebar; thence North $82^{\circ} 33' 17''$ West along said right-of-way line a distance of 37.47 feet to a rebar; thence North $84^{\circ} 58' 40''$ West along said right-of-way line a distance of 305.00 feet to an iron pipe; thence North $03^{\circ} 17' 20''$ East a distance of 110.02 feet to a rebar; thence North $88^{\circ} 55' 35''$ West a distance of 82.64 feet to a rebar; thence North $04^{\circ} 10' 50''$ East a distance of 230.62 feet to the POINT OF BEGINNING.

Containing 3.159 acres, more or less.

TOGETHER WITH easement rights contained in Easement Agreement by and between Woodruff Realty Company, Inc. and Ryan's Family Steak Houses, Inc., dated December 28, 1999, filed December 30, 1999, recorded in Deed Book 5470, page 98, Muscogee County records.

EXHIBIT A-VI

ILLINOIS PROPERTY

Commonly Known As: 4117 N. Vermilion, Danville, IL

Permanent Tax Parcel Numbers: 18-17-201-003

#413

Lot 3 in Danville Crossings, being a subdivision of part of the Northeast 1/4 of Section 17, Township 20 North, Range 11 West of the Second Principal Meridian, according to the plat thereof recorded as Document Number 97-5145, situated in the City of Danville, Vermilion County, Illinois.

Together with right of a non-exclusive easement over, through and around the property described below for purposes of vehicular and pedestrian access, ingress and egress and the limitations of use set forth therein, as contained in Easements With Covenants and Restrictions Affecting Land ("ECR"), dated April 24, 1996 and recorded April 25, 1996, as Document #96-4027, as to the following:

Beginning at the Northeast corner of Section 17, Township 20 North, Range 11 West of the Second Principal Meridian proceed South 00 degrees 54 minutes 46 seconds West 1338.51 feet on a local bearing along the East line of said Section 17 to the South line of the Northeast Quarter of the Northeast Quarter of said Section 17; thence North 89 degrees, 54 minutes, 37 seconds West 1010.79 feet along the said South line to the true point of beginning; thence continue North 89 degrees, 54 minutes 37 seconds West along the said South line 1014.71 feet to the East right of way line of F.A. 132 (Illinois Route 1); thence North 15 degrees 38 minutes 37 seconds West 127.90 feet along the said East right of way line; thence 231.40 feet along said East right of way line around a curve to the left concave to the West having a chord bearing of North 14 degrees 24 minutes 47 seconds West and a radius of 3259.56 feet; thence North 89 degrees 55 minutes 50 seconds West 10.43 feet along said East right of way line; thence 184.16 feet along said right of way line around a curve to the left concave to the West having a chord bearing of North 18 degrees 07 minutes 21 seconds West and a radius of 3249.56 feet; thence 37.59 feet around a curve to the left concave to the North having a chord bearing of South 84 degrees 35 minutes 44 seconds East and a radius of 44.50 feet; thence North 71 degrees 12 minutes 19 seconds East 82.00 feet; thence 50.59 feet around a curve to the right concave to the South having a chord bearing of North 80 degrees 38 minutes 53 seconds East and a radius of 153.50 feet; thence South 89 degrees 54 minutes 37 seconds East 141.02 feet; thence North 00 degrees 05 minutes 23 seconds East 236.94 feet; thence 109.79 feet around a curve to the right concave to the East having a chord bearing of North 13 degrees 28 minutes 26 seconds East and a radius of 235.00 feet; thence North 63 degrees 08 minutes 32 seconds West 20.00 feet; thence 281.42 feet around a curve to the right concave to the Southeast having a chord bearing of North 58 degrees 28 minutes 26 seconds East and a radius of 255.00 feet; thence South 89 degrees 54 minutes 37 seconds East 148.00 feet; thence 70.69 feet around a curve to the left concave to the Northwest having a chord bearing of North 45 degrees 05 minutes 23 seconds East and a radius of 45.00 feet; thence North 00 degrees 05 minutes 23 seconds East 113.13 feet; thence North 89 degrees 54 minutes 37 seconds West 9.50 feet; thence North 00 degrees 05 minutes 23 seconds East 77.66 feet; thence North 89 degrees 59 minutes 59 seconds East 56.50 feet; thence South 00 degrees 05 minutes 23 seconds West 79.60 feet; thence 11.22 feet around a curve to the right concave to the West having a chord bearing of South 03 degrees 08 minutes 11 seconds West and a radius of 105.50 feet; thence South 06 degrees 10 minutes 55 seconds West 45.89 feet, thence 10.05 feet around a curve to the left concave to the East having a chord bearing of South 03 degrees 08 minutes 11 seconds West and a radius of 94.50 feet; thence South 00 degrees 05 minutes 23 seconds West 44.42 feet; thence 70.69 feet around a curve to the left concave to the Northeast having a chord bearing of South 44 degrees 54 minutes 37 seconds East and a radius of 45.00 feet; thence South 89 degrees 54 minutes 37 seconds East 270.94 feet; thence South 00 degrees 05 minutes 23 seconds West 839.76 feet; thence South 89 degrees 54 minutes 37 seconds East 85.76 feet; thence South 00 degrees 05 minutes 23 seconds West 205.50 feet to the true point of beginning, situated in Vermilion County, Illinois.

EXHIBIT A-VII
INDIANA PROPERTY

134

Parcel I

A part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Marion County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 14 minutes 00 seconds West 119.40 feet along the west line of said quarter section to the northeast corner of Section 24, Township 14 North, Range 3 East and the centerline of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 175.00 feet along said centerline; thence South 00 degrees 14 minutes 00 seconds West 50.00 feet parallel to the west line of said quarter section to the south right of way of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 220.77 feet along said right of way; thence South 00 degrees 14 minutes 00 seconds West 250.00 feet; thence North 89 degrees 59 minutes 45 seconds East 364.66 feet parallel to the centerline of Stop 11 Road to the westerly right of way of U.S. Highway 31; thence South 28 degrees 39 minutes 00 seconds East 607.43 feet along said right of way; thence South 24 degrees 33 minutes 52 seconds East 70.18 feet along said right of way; thence South 28 degrees 39 minutes 00 seconds East 234.30 feet along said right of way; thence South 89 degrees 59 minutes 00 seconds West 113.00 feet to the point of beginning; thence West 100.00 feet; thence North 89 degrees 59 minutes 00 seconds East 160.00 feet; thence North 00 degrees 01 minute 00 seconds East 100.00 feet to the point of beginning.

Parcel II (Ryan's Adjacent Easement)

A part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Marion County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 14 minutes 00 seconds West 119.40 feet along the west line of said quarter section to the northeast corner of Section 24, Township 14 North, Range 3 East and the centerline of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 175.00 feet along said centerline; thence South 00 degrees 14 minutes 00 seconds West 50.00 feet parallel to the west line of said quarter section to the south right of way of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 220.77 feet along said right of way; thence South 00 degrees 14 minutes 00 seconds West 250.00 feet; thence North 89 degrees 59 minutes 45 seconds East 364.66 feet parallel to the centerline of Stop 11 Road to the westerly right of way of U.S. Highway 31; thence South 28 degrees 39 minutes 00 seconds East 607.43 feet along said right of way; thence South 24 degrees 33 minutes 52 seconds East 56.60 feet along said right of way to the point of beginning; thence continuing South 24 degrees 33 minutes 52 seconds East 13.58 feet along said right of way; thence South 28 degrees 39 minutes 00 seconds East 234.30 feet along said right of way; thence South 89 degrees 59 minutes 00 seconds West 113.00 feet; thence North 00 degrees 01 minutes 00 seconds East 100.00 feet; thence South 89 degrees 59 minutes 00 seconds West 160.00 feet; thence South 00 degrees 01 minute 00 seconds East 100.00 feet; thence South 89 degrees 59 minutes 00 seconds West 142.00 feet; thence North 00 degrees 01 minute 00 seconds West 218.00 feet; thence North 89 degrees 59 minutes 00 seconds East 297.08 feet to the point of beginning.

Parcel III (Ryan's Driveway Easement)

A part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Marion County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 14 minutes 00 seconds West 119.40 feet along the west line of said quarter section to the northeast corner of Section 24, Township 14 North, Range 3 East and the centerline of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 175.00 feet along said centerline; thence South 00 degrees 14 minutes 00 seconds West 50.00 feet parallel to the west line of said quarter section to the south right of way of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 220.77 feet along said right of way; thence South 00 degrees 14 minutes 00 seconds West 250.00 feet; thence North 89 degrees 59 minutes 45 seconds East 364.66 feet parallel to the centerline of Stop 11 Road to the westerly right of way of U.S. Highway 31; thence South 28 degrees 39 minutes 00 seconds East 607.43 feet along said right of way; thence South 24 degrees 33 minutes 52 seconds East 56.60 feet along said right of way; thence South 89 degrees 59 minutes 45 seconds West 159.08 feet to the point of beginning; thence South 89 degrees 59 minutes 00 seconds West 25.00 feet; thence North 45 degrees 01 minute 00 seconds West 9.90 feet; thence South 89 degrees 59 minutes 00 seconds West 49.00 feet; thence South 44 degrees 59 minutes 00 seconds West 9.90 feet; thence South 89 degrees 59 minutes 00 seconds West 30.00 feet; thence North 45 degrees 01 minutes 00 seconds West 45.00 feet; thence North 89 degrees 59 minutes 00 seconds East 253.28 feet; thence North 61 degrees 54 minutes 55 seconds East 17.55 feet to the westerly right of way of U.S. Highway 31; thence South 28 degrees 39 minutes 00 seconds East 10.00 feet along said right of way; thence South 24 degrees 33 minutes 52 seconds East 51.90 feet along said right of way; thence North 80 degrees 28 minutes 55 seconds West 16.47 feet; thence South 89 degrees 59 minutes 00 seconds West 133.88 feet; thence South 44 degrees 59 minutes 00 seconds West 9.90 feet to the point of beginning.

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Parcel IV (Utility-Parking Easement)

A part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Marion County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 14 minutes 00 seconds West 119.40 feet along the west line of said quarter section to the northeast corner of Section 24, Township 14 North, Range 3 East and the centerline of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 175.00 feet along said centerline; thence South 00 degrees 14 minutes 00 seconds West 50.00 feet parallel to the west line of said quarter section to the south right of way of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 60.77 feet along said right of way; thence South 00 degrees 14 minutes 00 seconds West 156.00 feet; thence North 89 degrees 59 minutes 45 seconds East 160.00 feet parallel to the centerline of Stop 11 Road; thence South 00 degrees 14 minutes 00 seconds West 94.00 feet; thence North 89 degrees 59 minutes 45 seconds East 364.66 feet parallel to the centerline of Stop 11 Road to the westerly right of way of U.S. Highway 31; thence South 28 degrees 39 minutes 00 seconds East 597.43 feet along said right of way; thence South 61 degrees 54 minutes 55 seconds West 17.55 feet; thence South 89 degrees 59 minutes 00 seconds West 253.28 feet; thence South 00 degrees 01 minute 00 seconds East 270.00 feet; thence South 89 degrees 59 minutes 00 seconds West 606.35 feet to a point 175.00 feet from the west line of said northwest quarter section; thence North 00 degrees 14 minutes 00 seconds East 1052.61 feet parallel to the west line of said northwest quarter section to the point of beginning.

Parcel V

A part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East, Marion County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 00 degrees 14 minutes 00 seconds West 119.40 feet along the west line of said quarter section to the northeast corner of Section 24, Township 14 North, Range 3 East and the centerline of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 175.00 feet along said centerline; thence South 00 degrees 14 minutes 00 seconds West 50.00 feet parallel to the west line of said quarter section to the south right of way of Stop 11 Road; thence North 89 degrees 59 minutes 45 seconds East 220.77 feet along said right of way; thence South 00 degrees 14 minutes 00 seconds West 250.00 feet; thence North 89 degrees 59 minutes 45 seconds East 364.66 feet parallel to the centerline of Stop 11 Road to the westerly right of way of U.S. Highway 31; thence South 28 degrees 39 minutes 00 seconds East 607.43 feet along said right of way; thence South 24 degrees 33 minutes 52 seconds East 70.18 feet along said right of way; thence South 28 degrees 39 minutes 00 seconds East 144.07 feet along said right of way to the point of beginning of this easement; thence continuing South 28 degrees 29 minutes 30 seconds East 90.23 feet along right of way; thence South 89 degrees 59 minutes 00 seconds West 113.00 feet to the southeast corner of Ryan's Family Steak House, Inc. property; thence North 00 degrees 01 minute 00 seconds West 10.00 feet along the east line of said property; thence North 89 degrees 59 minutes 00 seconds East 96.15 feet; thence North 28 degrees 39 minutes 00 seconds West 73.38 feet; thence North 61 degrees 21 minutes 00 seconds East 10.00 feet to the point of beginning.

#128

Part of the Southeast quarter of Section 24 Township 3 South, Range 3 East, Harrison Township, Harrison County, Indiana more particularly described as follows:

Commencing at the northwest corner of the Southeast quarter of said section, said point being marked by an iron pin found, this being the point of beginning, thence with the North Line of said quarter, quarter, north 89° 17' 20" East 107.78 feet to a #4 reinforcing bar, in the East line of a county ROW thence with said ROW South 21° 02' 59" West 32.73 feet to a #4 reinforcing bar, thence along a curve concave Northwesterly whose radius is 250.00 feet and whose long chord bears South 24° 30' 57" West having a length of 29.31 feet a distance of 29.32 feet to a #4 reinforcing bar, thence across said 60.00 foot right of way South 62° 07' 26" East 60.00 feet to a #4 reinforcing bar in the Southern line of said right of way this being the point of beginning, thence North 66° 32' 14" East 37.58 feet to a #4 reinforcing bar, thence South 68° 57' 01" East 331.74 feet to a #4 reinforcing bar in a limited access right of way fence on the Western right of way of State Road #135, thence with said right of way and said limited access right of way fence as follows: South 59° 44' 27" West 118.57 feet to a #4 reinforcing bar, South 40° 05' 26" West 67.71 feet to a #4 reinforcing bar, South 32° 03' 20" West 122.29 feet to an iron pin found thence leaving said right of way North 57° 10' 42" West 318.81 feet to an iron pin found in the Southeastern right of way of a 60.00 feet county roadway, thence with said roadway North 48° 06' 10" East 90.78 feet to a #4 reinforcing bar, thence continuing with said line of said right of way and a curve concave Northwesterly whose radius is 310.00 feet and whose long chord bears North 38° 00' 40" East having a length of 109.10 feet a distance of 109.67 feet, to the point of beginning containing 1.771 Acres, more or less.

and

Also the following described tract: Commencing at an iron pin found marking the northwest corner of the Southeast quarter of the Southeast quarter of said section, this being the point of beginning, thence with the North line of said quarter, quarter, North 89° 17' 20" East 107.78 feet to a #4 reinforcing bar, in the West line of a county ROW thence South 21° 02' 59" West 32.73 feet to a #4 reinforcing bar, thence along a curve concave Northwesterly whose radius is 250.00 feet and whose long chord bears South 34° 39' 22" West having a length of 116.73 feet a distance of 117.82 feet to a #4 reinforcing bar in the Northwestern line of said roadway, thence South 48° 06' 10" West 37.94 feet to an iron pin found, thence North 00° 31' 50" West 150.57 feet to the point of beginning containing 0.227 Acres, more or less.

And being a part of that property recorded in Deed Record Book Z-8, Page 353 and all of that property recorded in Deed Record Book J-9, Page 674.

Also, easements granted in Easements with Covenants and Restrictions Affecting Land between Walmart Stores, Inc., and John B. Urbahns d/b/a Old Capitol Associates, dated March 10, 1992 and recorded March 17, 1992 at 8:45 a.m., as instrument No. 01693, in Deed Record Book Z-8, Page 374, as modified by Amendment recorded January 7, 1993, in Miscellaneous Record Book 53, Page 833 of the Harrison County, Indiana records, and further amended by Second Amendment of Easements with Covenants and Restrictions Affecting Land recorded February 17, 1997 in Miscellaneous Record 69, Page 886 of the Harrison County, Indiana records.

Also, ingress and egress rights as created in an Access Grant dated September 12, 1997 by John B. Urbahns d/b/a Old Capitol Associates in favor of Ryan's Family Steak Houses, Inc. and recorded on September 16, 1997 in Miscellaneous Record 71, Page 591 of the Recorder's records of Harrison County, Indiana.

#339

Situated in the City of Seymour, County of Jackson and State of Indiana, to-wit:

PARCEL 1:

A part of the Northeast quarter of the Southwest quarter of Section 15, Township 6 North, Range 6 East, City of Seymour, Jackson County, Indiana more particularly described as follows: Commencing at a found stone at the northwest corner of said quarter quarter section; thence along the west line of said quarter quarter section and subsequently on or near an existing fence, south 01 degree 26 minutes 00 seconds west (an assumed bearing) 689.83 feet to a set iron pin at the point of beginning of this description; thence north 88 degrees 38 minutes 08 seconds east 259.81 feet to a set iron pin; thence south 01 degree 21 minutes 52 seconds east 389.02 feet to a set iron pin on the north right-of-way of a frontage road (North Sandy Creek Drive); thence along said right-of-way and subsequently following the arc of a 676.20 foot radius curve to the right, a true arc distance of 4.97 feet to a found iron pin, said arc has a chord which is 4.97 feet in length and bears south 89 degrees 24 minutes 30 seconds west; thence continuing along said right-of-way, south 89 degrees 37 minutes 30 seconds west 273.66 feet to a found iron pin on the west line of said quarter quarter section; thence along said west line and subsequently on or near an existing fence, north 01 degree 26 minutes 00 seconds east 384.70 feet to the point of beginning, containing 2.390 acres, more or less.

PARCEL 2:

Together with an appurtenant, non-exclusive access easement for vehicle ingress and egress, more fully described as follows: A part of the Northeast quarter of the Southwest quarter of Section 15, Township 6 North, Range 6 East, City of Seymour, Jackson County, Indiana. Commencing at a found stone at the northwest corner of said quarter quarter section; thence along the west line of said quarter quarter section and subsequently on or near an existing fence, south 01 degree 26 minutes 00 seconds west (an assumed bearing) 238.38 feet to the approximate centerline of a drainage ditch; thence along said centerline south 57 degrees 59 minutes 10 seconds east 240.72 feet; thence continuing along the approximate centerline of said ditch, south 64 degrees 44 minutes 05 seconds east 41.01 feet to the northwest corner of the Seymour Properties, L.P. tract; thence along the west line of said tract, south 01 degree 21 minutes 52 seconds east 275.18 feet; thence east 8 feet to the point of beginning of this easement description. A strip of ground 16 feet in width, 8 feet each side of the following described centerline, said centerline being 8 feet east of and parallel to the west property line of said Seymour Properties, L.P. tract, south 01 degree 21 minutes 52 seconds east 414.03 feet to the point of terminus of this easement, said point being on the north right-of-way of a frontage road (North Sandy Creek Drive).

#467

TRACT I:

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE SECOND PRINCIPAL MERIDIAN IN DEKALB COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH DIAMETER IRON BAR MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH $90^{\circ}00'00''$ EAST (RECORD BEARING AND BASIS OF BEARINGS TO FOLLOW), A DISTANCE OF 862.50 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH $01^{\circ}44'04''$ EAST, A DISTANCE OF 26.48 FEET TO A 5/8 INCH REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 8, MARKING THE NORTHEAST CORNER OF A 1.762 ACRE TRACT DESCRIBED IN DEED RECORD 213, PAGE 132 IN THE OFFICE OF THE RECORDER OF DEKALB COUNTY, INDIANA; THENCE NORTH $89^{\circ}32'00''$ EAST, A DISTANCE OF 331.16 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A BROKEN RIGHT-OF-WAY MARKER; THENCE SOUTH $85^{\circ}50'27''$ EAST, A DISTANCE OF 50.16 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A 5/8 INCH STEEL REBAR FOUND ON THE LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 69 (INDOT PROJECT I-69-5, 1962); THENCE CONTINUING SOUTH $85^{\circ}50'27''$ EAST A DISTANCE OF 250.82 FEET ALONG SAID RIGHT-OF-WAY LINE TO A 5/8 INCH STEEL REBAR FOUND; THENCE $33^{\circ}06'19''$ EAST, A DISTANCE OF 148.41 FEET ALONG RIGHT-OF-WAY LINE TO A 5/8 INCH STEEL REBAR FOUND; THENCE SOUTH $06^{\circ}38'29''$ WEST, A DISTANCE OF 242.42 FEET ALONG SAID RIGHT-OF-WAY LINE TO A 5/8 INCH STEEL REBAR FOUND ON THE SOUTH LINE OF LOT NUMBER 5 IN 8 @ 69 DEVELOPMENT, SECTION 3, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING SOUTH $06^{\circ}38'29''$ WEST A DISTANCE OF 147.86 FEET ALONG SAID RIGHT-OF-WAY LINE TO A 5/8 INCH STEEL REBAR SET; THENCE SOUTH $15^{\circ}53'37''$ WEST A DISTANCE OF 275.80 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8 INCH STEEL REBAR SET; THENCE SOUTH $86^{\circ}57'36''$ WEST A DISTANCE OF 210.30 FEET TO A 5/8 INCH STEEL REBAR SET; THENCE NORTH $00^{\circ}06'17''$ EAST A DISTANCE OF 314.03 FEET TO A 5/8 INCH REBAR SET AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 62.50 FEET, THE CHORD OF WHICH BEARS NORTH $23^{\circ}18'24''$ EAST, A CHORD DISTANCE OF 108.96 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 132.33 FEET, THROUGH A CENTRAL ANGLE OF $121^{\circ}18'38''$ TO A 5/8 INCH STEEL REBAR FOUND ON A SOUTH LINE OF SAID LOT NUMBER 5 IN 8 @ 69 DEVELOPMENT, SECTION 3; THENCE NORTH $52^{\circ}39'04''$ EAST, A DISTANCE OF 57.50 FEET ALONG SAID SOUTH LINE TO A 5/8 INCH STEEL REBAR FOUND ON THE SOUTH LINE OF SAID LOT NUMBER 5; THENCE SOUTH $83^{\circ}07'35''$ EAST A DISTANCE OF 214.78 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. CONTAINING 2.480 ACRES MORE OR LESS.

Also known as Lot 8 @ 69 Development, Section 5, Document No. 20408349.

TRACT II:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, PARKING AND UTILITIES DESCRIBED IN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF MARCH 21, 2002 AND RECORDED MARCH 21, 2002 IN RECORD 234, PAGE 365.

TRACT III:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, PARKING UTILITIES, STORM WATER DRAINAGE DESCRIBED IN DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT DATED AS OF NOVEMBER 15, 2002 AND RECORDED DECEMBER 19, 2002 AS DOCUMENT NUMBER 20212163.

EXHIBIT A-VIII

KENTUCKY PROPERTY

#470

Being all of Parcels 1 and 2 as shown on Plat entitled Consolidation Minor Subdivision Plat of Pleasant Ridge, LLC, Lots A-2 and A-3, Man O' War, Unit 2A, Phase 2, of record in Plat Cabinet M, Slide 364, in the Office of the Clerk of Fayette County, Kentucky; the improvements thereon being known and designated as 1973 Bryant Road.

Being the same property acquired by Fire Mountain Restaurants, Inc, a Delaware corporation, by Deed dated November 11, 2004 , of record in Deed Book 2508, Page 253, in the Office of the Clerk of Fayette County, Kentucky.

378

LEGAL DESCRIPTION

PARCEL A:

Beginning at an iron pipe corner (found) being in the centerline of Moseley Road (known as Old Todd Bridge Road, formerly Jamerson Road), also said corner being in the line of Charles J. Kamuf; thence South 89 degrees 39 minutes 51 seconds East 54.70 feet to a railroad spike corner (found) to Charles J. Kamuf and Mary L. Greenwell; thence South 89 degrees 40 minutes 34 seconds East 149.38 feet to an iron pipe corner (found) being in the West line of Parcel B; thence with the West line of Parcel B, South 00 degrees 19 minutes 07 seconds West 29.97 feet to a P.K. nail corner (found); thence South 89 degrees 47 minutes 53 seconds East 41.00 feet to a railroad spike corner (set this survey); thence South 8 degrees 32 minutes 30 seconds West 159.78 feet to a railroad spike corner (found) being in the line of Parcel C; thence with the lines of Parcel C, North 86 degrees 02 minutes 58 seconds West 247.30 feet to an iron pipe corner (found); thence North 8 degrees 26 minutes 02 seconds East 143.86 feet to an iron pipe corner (found) being in the South right-of-way of Moseley Road; thence North 8 degrees 24 minutes 17 seconds East 30.28 feet to the point of beginning containing 1.001 acres, more or less, as per survey by Bale, Riney & Gilmore, Inc.

PARCEL B:

Beginning at an iron pipe corner (found) in the North right-of-way of KY Hwy. 2704 (Goetz Drive) and corner to Parcel B, also being 79.4 feet, more or less, West of the West right-of-way of U.S. Hwy. 431 (Frederica Street); thence with the North right-of-way of KY Hwy. 2704 and 30 feet from centerline chords being: North 63 degrees 58 minutes 48 seconds West 43.77 feet to an iron pipe found; North 56 degrees 40 minutes 45 seconds West 44.50 feet to an iron pipe found; North 48 degrees 00 minutes 13 seconds West 45.62 feet to an iron pipe found; North 39 degrees 14 minutes 15 seconds West 46.05 feet to an iron pipe found; North 33 degrees 43 minutes 51 seconds West 48.08 feet to an iron pipe found; North 30 degrees 19 minutes 43 seconds West 48.71 feet to an iron pipe found; North 28 degrees 22 minutes 05 seconds West 33.10 feet to a railroad spike corner (found) to Parcel C; thence with the lines of Parcel C, South 86 degrees 10 minutes 06 seconds East 246.46 feet to a hole (found); thence South 9 degrees 13 minutes 17 seconds West 200.82 feet to an iron pipe corner (found) to Parcel B; thence with the line of Parcel B, South 48 degrees 41 minutes 42 seconds West 9.52 feet to the point of beginning containing 0.729 of an acre, more or less, as per survey by Hale, Riney & Gilmore, Inc.

PARCEL C:

Beginning at an iron pipe corner (set this survey) being in the South right-of-way of Moseley Road (known as Old Todd Bridge Road, formerly Jamerson Road; thence with the South right-of-way of Moseley Road, South 89 degrees 40 minutes 48 seconds East (passing an iron pipe at 15.54 feet) in all 154.82 feet to an iron pipe corner (found) being in the line of Parcel A; thence with the line of Parcel A, South 8 degrees 26 minutes 02 seconds West 143.86 feet to an iron pipe corner (found); thence South 86 degrees 02 minutes 58 seconds East 247.30 feet to a railroad spike corner (found) in the line of Parcel B; thence with the line of Parcel B, South 9 degrees 16 minutes 00 seconds West 188.35 feet to a railroad spike corner (found); thence South 48 degrees 39 minutes 19 seconds West 31.41 feet to an iron pipe corner (found) in the line of Parcel D; thence with the lines of Parcel D, North 9 degrees 13 minutes 17 seconds East 200.82 feet to a hole (found); thence North 86 degrees 10 minutes 06 seconds West 246.46 feet to a railroad spike corner (found) in the North right-of-way of KY Hwy. 2704 (Goetz Drive); thence with said right-of-way and 30 feet from centerline, North 28 degrees 22 minutes 05 seconds West 15.17 feet to a railroad spike (set); thence North 30 degrees 32 minutes 37 seconds West 52.14 feet to an iron pipe (found); thence North 34 degrees 32 minutes 41 seconds West 52.88 feet to an iron pipe (found); thence North 44 degrees 52 minutes 16 seconds West 55.92 feet to an iron pipe (found); thence North 50 degrees 36 minutes 44 seconds West 12.67 feet to an iron pipe (found); thence North 3 degrees 08 minutes 59 seconds East 2.68 feet to the point of beginning containing 0.425 of an acre, more or less, as per survey by Hale, Riney & Gilmore, Inc.

AND BEING the same property conveyed to Ryan's Family Steak Houses, Inc., a South Carolina business corporation, by Rosemarie Wethington, an unmarried widow, Rosemarie Wethington, as Executrix of the Estate of James A. Wethington, deceased, and Southside Barbecue Inn, Inc., a Kentucky corporation, by Deed dated January 17, 1996, of record in Deed Book 657, Page 359, in the Office of the Clerk of Davless County, Kentucky.

MAP ID No.: 4-29-19-1

Assessment \$1,416,300.00

2005 City of Owensboro Taxes in the face amount of \$3,654.05 have been paid.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#314

Being Lot 10 of COMMERCE PARK, SECTION 7, to Elizabethtown, Hardin County, Kentucky, per Plat of same recorded in Plat Cabinet 1, Sheet 1458, in the Office of the Clerk of Hardin County, Kentucky.

Being the same property acquired by Ryan's Family Steak Houses, Inc., by Deed dated January 13, 1994, of record in Deed Book 778, Page 190, in the Office of the Clerk of Hardin County, Kentucky.

MAP I.D. #232-10-00-011.05

#271

Being Lot 3A as shown by the Waiver of Subdivision of Wal-Mart Stores, Inc., property as shown on Plat of record in Plat Section "K", Page 456, in the Office of the Clerk of McCracken County, Kentucky, and more fully described as follows:

Beginning at the Southeast corner of said Lot 3A; thence along the South line of said Lot 3A, South 89 degrees 40 minutes 18 seconds West 85.08 feet to a point; thence leaving said South line, North 25 degrees 11 minutes 00 seconds West 552.80 feet to a point in the South right-of-way line of U.S. Highway 60, also being the North line of said Lot 3A; thence along said North line and said right-of-way line, North 64 degrees 49 minutes 00 seconds East 169.94 feet to a point; thence leaving said right-of-way line along the East line of said Lot 3A along a curve deflecting to the right having a radius of 50.00 feet, an arc length of 78.54 feet, a chord bearing of South 70 degrees 22 minutes 00 seconds East, a chord distance of 70.71 feet to a point; thence South 29 degrees 10 minutes 27 seconds East 86.21 feet to a point; thence South 25 degrees 11 minutes 00 seconds East 94.00 feet to a point; thence along a curve deflecting to the right having a radius of 170.00 feet, an arc length of 73.75 feet, a chord bearing of South 12 degrees 45 minutes 21 seconds East, a chord distance of 73.17 feet to a point; thence South 00 degrees 19 minutes 42 seconds East 316.41 feet to the point of beginning, containing 2.45 acres, more or less.

Being the same property acquired by RYAN'S FAMILY STEAK HOUSES, INC., a South Carolina corporation, by Deed dated October 8, 1992, of record in Deed Book 778, Page 709, in the Office of the Clerk of McCracken County, Kentucky.

TOGETHER WITH those non-exclusive access rights created in Access Easement dated October 8, 1992, of record in Deed Book 778, Page 713, in the Office aforesaid.

LEGAL DESCRIPTION

Beginning at a point in the Northwest right-of-way line of Mel Browning Street, said point being a corner to Lot 6 (Marriott Fairfield Inn Property) of the Browning Center Subdivision; thence with said right-of-way, South 36 degrees 28 minutes 17 seconds West 133.02 feet to a point on a curve, said curve having a radius of 126.22 feet; thence along the arc of the curve a distance of 104.31 feet to a point, said point being a corner common to Lot 7-1 (Jim Walter Homes Property) of the Browning Center Subdivision; then turning right and leaving the right-of-way of Mel Browning Street and with the line of Lot 7-1, North 77 degrees 43 minutes 56 seconds West 129.69 feet to a point; thence North 56 degrees 39 minutes 56 seconds West 248.56 feet to a point, said point being in the right-of-way line of Interstate 65; thence turning right with said right-of-way, North 25 degrees 37 minutes 50 seconds East 48.18 feet to a point; thence North 32 degrees 21 minutes 47 seconds East 232.34 feet to a point; said point being a corner common to Lot 6; thence turning right with the line of Lot 6, South 55 degrees 44 minutes 01 second East 351.66 feet to the point of beginning, containing 94,959 square feet or 2.180 acres, more or less, and being Lot 7 of the Browning Center as recorded in Plat Book 24, Page 81, in the Office of the Clerk of Warren County, Kentucky.

TOGETHER WITH a non-exclusive easement for drainage granted by easement dated April 3, 1992, of record in Right-of-Way Book 21, Page 720, in the Office aforesaid.

Being the same property acquired by RYAN'S FAMILY STEAKHOUSES, INC., a South Carolina corporation, by Deed dated April 3, 1992, of record in Deed Book 650, Page 304, in the Office of the Clerk of Warren County, Kentucky.

EXHIBIT A-IX

LOUISIANA PROPERTY

#203

All that certain tract or parcel of land containing 2.406 acres, more or less, and being all of Tract "E" of the Re-Subdivision of three parcels of land into Tract "D" and Tract "E", as per plat prepared by J.V. Burks, PLS, for Arch. of New Orleans, dated December 27, 1999, and recorded under Clerk's File No. 1885, in the records of St. Tammany Parish, Louisiana situated in Section 2, Township 5 South, Range 14 East, St. Helena Meridian, Greensburg Land District, St. Tammany Parish, Louisiana, and being more particularly described by metes and bounds as follows:

Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 2, Township 5 South, Range 14 East, St. Helena Meridian, Greensburg Land District, St. Tammany Parish, Louisiana; thence North 89 degrees 50 minutes East (record), for a distance of 102.22 feet (record) to a point on the Easterly Right-of-Way line of Robert Road, said point also being the beginning of a horizontal curve to the left, having a radius of 910.93 feet (record) and a delta angle of 01 degrees 21 minutes 15 seconds; thence along said curve to the left for an arc length of 21.53 feet (record) to a found 5/8" iron rod, being the Point of Beginning, subtended by a chord bearing of South 13 degrees 16 minutes 48 seconds East, and a chord distance of 21.53 feet; thence, leaving said Easterly Right-of-Way line of Robert Road, and run South 89 degrees 51 minutes 43 seconds East (Basis of Bearings), for a distance of 584.26 feet (record, 584.06 feet) to a found 5/8" iron rod; thence South 00 degrees 35 minutes 30 seconds East (record, South 00 degrees 35 minutes 04 seconds East), for a distance of 175.16 feet (record, 175.01 feet) to a found 5/8" iron rod; thence North 89 degrees 50 minutes 10 seconds West, (record, North 89 degrees 51 minutes 43 seconds West), for a distance of 607.62 feet (record, 607.88 feet) to a found 5/8" iron rod on the aforementioned Easterly Right-of-Way line of Robert Road, said point also being the beginning of a horizontal curve to the right having a delta angle of 11 degrees 05 minutes 49 seconds and a radius of 910.93 feet (record); thence along said curve to the right for an arc distance of 176.43 feet (record, 176.59 feet) having a chord bearing of North 07 degrees 03 minutes 16 seconds East (measure) and a chord distance of 176.15 feet (measure) to the Point of Beginning, containing 104,796 square feet, or 2.406 acres, more or less.

#191

That certain parcel of ground being situated in Section 9, Township 10 South, Range 4 East, Lafayette Parish, Louisiana containing 2.75 acres more or less. Said parcel has a frontage of 248.32 feet on Ambassador Caffery Parkway by a depth along its northerly line of 440.95 feet and a depth along its southerly line of 388.77 feet with a rear or easterly line of 335.38 feet. Said parcel is bounded westerly by Ambassador Caffery Parkway, northerly by the property of Cleveland Arnould, heirs or assigns and/or Earl Vital Arnould, heirs or assigns, easterly by the property of Walter J. Borel, heirs or assigns and southerly by the property of Louisiana Savings Association, Inc., or assigns.

Said parcel has such other dimensions, measurements, boundaries, shape, form, location and configuration as will be shown on that certain plat of survey prepared by A. E. Montagnet of Montagnet and Domingue, Inc., dated October 21, 1987, a copy of which is attached to Act No. 87-036483 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

#184

The land referred to in this Commitment is described as follows:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 NORTH, RANGE 13 WEST, BOSSIER CITY, BOSSIER PARISH, LOUISIANA, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND MONUMENT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DOUGLAS DRIVE AND THE EASTERLY RIGHT OF WAY LINE OF AIRLINE DRIVE; RUN THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 06° 39' 45" WEST A DISTANCE OF 797.92 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; CONTINUE THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 06° 39' 45" WEST A DISTANCE OF 154.93 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE RUN NORTH 89° 57' 04" EAST A DISTANCE OF 201.25 FEET; RUN THENCE NORTH 06° 37' 52" WEST A DISTANCE OF 201.35 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MELROSE AVENUE; RUN THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89° 55' 28" EAST A DISTANCE OF 177.74 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 06° 39' 26" EAST A DISTANCE OF 356.28 FEET; RUN THENCE SOUTH 89° 56' 15" WEST A DISTANCE OF 379.07 FEET TO THE POINT OF BEGINNING OF TRACT, CONTAINING 2.156 ACRES, MORE OR LESS.

AND

A 17,251 SQUARE FEET TRACT OF LAND BEING A PORTION OF THE PROPOSED LOT 2 OF THE LOWE'S NORTH BOSSIER ADDITION. SAID LOWE'S NORTH BOSSIER ADDITION BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 13 WEST, CITY OF BOSSIER, PARISH OF BOSSIER, STATE OF LOUISIANA. SAID 17,251 SQUARE FEET TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF DOUGLAS DRIVE (75' R/W) AND THE EASTERLY RIGHT-OF-WAY LINE OF AIRLINE DRIVE (VARIABLE WIDTH R/W); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N05°59'25"W 732.43 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED LOT 2 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE N05°59'25"W 65.13 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE S89°29'59"E 342.77 FEET TO THE EASTERLY LINE OF SAID PROPOSED LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID PROPOSED LOT 2 S06°15'59"E 40.74 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PROPOSED LOT 2 THE FOLLOWING THREE (3) COURSES: S83°44'01"W 121.63 FEET; N06°15'59"W 16.00 FEET; S83°44'01"W 219.07 FEET TO THE POINT OF BEGINNING, CONTAINING 17,251 SQUARE FEET, MORE OR LESS.

LESS AND EXCEPT:

A 13,012 SQUARE FEET TRACT OF LAND BEING A PORTION OF THE PORTION OF THE PROPOSED LOT 1 OF THE LOWE'S NORTH BOSSIER ADDITION. SAID LOWE'S NORTH BOSSIER ADDITION BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 13 WEST, CITY OF BOSSIER, PARISH OF BOSSIER, STATE OF LOUISIANA. SAID 13,012 SQUARE FEET TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF DOUGLAS DRIVE (75' R/W) AND THE EASTERLY RIGHT-OF-WAY LINE OF AIRLINE DRIVE (VARIABLE WIDTH R/W); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N05°59'25"W 952.53 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF THE PROPOSED LOT 2 OF THE LOWE'S NORTH BOSSIER ADDITION; THENCE S89°29'10"E 200.85 FEET; THENCE N06°04'06"W 201.41 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELROSE AVENUE (80' R/W); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF S89°28'07"E 140.49 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED LOT 2 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°28'07"E 37.25 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S06°06'43"E 356.29 FEET; THENCE N89°29'59"W 36.28 FEET TO THE EASTERLY LINE OF SAID PROPOSED LOT 2; THENCE ALONG SAID EASTERLY LINE N06°15'59"W 356.43 FEET TO THE POINT OF BEGINNING, CONTAINING 13,012 SQUARE FEET, MORE OR LESS.

#185

The land referred to in this Policy is in the State of Louisiana, Parish of Calcasieu and is described as follows:

The Entire of Lots One (1) and Two (2) and part of Lot Three (3) of the J.W. Tooke Sub-Division, as per duly recorded plat thereof, in the City of Lake Charles, Louisiana, described as follows, to-wit:

Beginning at the Northwest corner of Lot One (1) of the J.W. Tooke Sub-Division, thence East along the North line thereof a distance of 673.3 feet, thence South along the East line of Lots One (1) and Two (2) a distance of 124.5 feet, thence West along the South line of Lot Two (2) a distance of 321.65 feet, thence South a distance of 50.5 feet, thence West a distance of 351.65 feet to the West line of Lot Three (3), thence North along the West line of Lots One (1), Two (2) and Three (3), a distance of 175.0 feet to the Point of Beginning.

#225

S1, T7S, R2E & S6, T7S R3E Ryan's Restaurant

A certain tract or parcel of land, situated in Section 1, T-7S, R-2-E, and Section 6, T-7-S, R-3-E, Greensburg Land District of Louisiana, Parish of Livingston, Louisiana, being more particularly described as follows:

Commence at the intersection of the northerly right of way of Del Norte Avenue and the easterly right of way of South Range Avenue, marked by a found 1/2 " iron pipe;

then North 01°37'28" West a distance of 125.03 feet to a point and corner marked by a 1" iron pipe being the Point of Beginning;

then North 04°11'19" West a distance of 130.18 feet to a point and corner marked by a 1/2" iron pipe; then North 04°32'41" West a distance of 130.40 feet to a point and corner marked by a 1/2" iron pipe;

then North 03°12'25" West a distance of 18.72 feet to a point and corner marked by a set 1" iron pipe with cap;

then North 89°48'27" East a distance of 255.83 feet to a point and corner marked by a set 1" iron pipe with cap;

then South 00°11'33" East a distance of 277.86 feet to a point and corner marked by a set 1" iron pipe with cap;

then South 89°37'44" West a distance of 235.87 feet to a point and corner being the Point of Beginning;

being designated as Tract "A-1-A" on that (i) survey (the "Survey") entitled "Map Showing Tract "A1-A" and the Remaining Portions of Tracts "Z-1" & "A-1" of the William Jack Martin Subdivision Located in Section 1, T-7-S, R-2-E & Section 6, T-7-S, R-3-E Greensburg Land District of Louisiana, City of Denham Springs, Parish of Livingston, Louisiana for Wal-Mart Stores, Inc.", prepared by M. Gregory Breaux, P.L.S., dated May 29, 1998, revised on July 13, 1998, August 20, 1998, August 26, 1998 and October 8, 1998 and (ii) on that resubdivision map (the "Resubdivision Map") entitled "Plat Showing the Resubdivision of Tract "B" of the J.E. Felps Property; 5.04 Acres of the C. Jerry Smith Property; Tracts "Z-1" and "A-1" of the William Jack Martin Subdivision and Lot 31 of the HighPoint Plaza II, Second Filing into Tract "A-1-A" and Tract "B-1" Located in Section 1, T-7-S, R-2-E & Section 6, T-7-S, R-3-E, Greensburg Land District of Louisiana, City of Denham Springs Parish of Livingston, Louisiana For Wal-Mart Real Estate Business Trust", prepared by M. Gregory Breaux, P. L. S. , dated April 14, 1998, revised April 29, 1998, August 19, 1998 and August 26, 1998.

Together with rights granted in Act of Exchange & Servitude Agreement by and between Ryan's Family Steak Houses, Inc., and Walmart Stores East, Inc., et al, recorded March 10, 1999, in Book 739, Page 586, and in Book 739, Page 597, of the records of Livingston Parish, Louisiana.

EXHIBIT A-X

MARYLAND PROPERTY

#426

BEING Lot J as shown on the Plat entitled, "Preliminary/Final Plat of Subdivision of The Centre At Hagerstown, Lot 2 Outparcels" which Plat is recorded among the Land Records of Washington County as Plat No. 6153. And being more particularly described as follows:

BEGINNING for the outline hereof at a point in the northwestern margin of Garland Groh Boulevard, at the common corner of Lots 2 and 3 as shown on the subdivision plat entitled "The Centre at Hagerstown" recorded at Plat 5922, running thence by a curve to the right with a radius of 603.94 feet, an arc length of 210.34 feet and a chord bearing of S 73° 36' 04" W 209.28 feet along the northwest margin of Garland Groh Boulevard to a point, thence leaving said margin N 27° 00' 55" W 272.63 feet to a point, thence N 59° 15' 29" E 104.52 feet to a point, thence by a curve to the right with a radius of 150.00 feet, an arc length of 34.72 feet and a chord bearing of N 65° 53' 18" E 34.64 feet to a point, thence N 72° 31' 06" E 56.83 feet to a point, thence by a curve to the right with a radius of 25.00 feet, an arc length of 5.84 feet and a chord bearing of N 79° 12' 36" E 5.83 feet to a point, thence S 39° 36' 57" E 24.12 feet to a point, thence S 26° 59' 39" E 281.64 feet to the place of beginning. Containing 61,817.8 square feet (1.42 acres) of land, more or less.

TOGETHER with the rights and benefits contained in a Reciprocal Easement and Operation Agreement by and between DDRC PDK Hagerstown LLC and Wal-Mart Real Estate Business Trust and recorded among the Land Records of Washington County in Liber 1520, folio 660 and Easement Agreement dated February 26, 1999 by and between Charles G. Groh and Farmers & Merchants Bank and Trust, Trustees, et al and DDRC PDK Hagerstown, LLC and recorded among the Land Records of Washington County in Liber 1477, folio 695.

EXHIBIT A-XI

MINNESOTA PROPERTY

Tract A, Registered Land Survey No. 219
Anoka County, Minnesota

EXHIBIT A-XII

MISSISSIPPI PROPERTY

LEGAL DESCRIPTION OF A 2.000 ACRE PARCEL OF LAND

#409

Commence at the following described point: the point of intersection of the west line of the Northwest Quarter of the Northwest Quarter of Section 19, Township 5 North, Range 2 East, Rankin County, Mississippi, with the north right-of-way line of the Interstate Highway 20 (Federal Aid Project No. I-IG-20-1 [17] 44); said point being 150.0' North $00^{\circ} 49' 54''$ East of Station 212-36 on the center line survey of said Interstate Highway and 345.0' North $00^{\circ} 21' 42''$ East of the southwest corner of said Northwest Quarter of the Northwest Quarter of Section 19; and said point of commencement being also the northwest corner of that certain 27.69 acre parcel of land acquired by the State Highway Commission of Mississippi by deed filed for record in Book 202 at Page 197 in the office of the Chancery Clerk of Rankin County, Mississippi, at Brandon, Mississippi, reference to which is hereby made for all purposes, said point of commencement being also the southwest corner of that certain 35.73 acre parcel of land conveyed to Hall Hudson Enterprises by Warranty Deed filed for record in the office of said Chancery Clerk in Book 743 beginning at Page 216, reference to which is hereby made of all purposes, said point of commencement being also the southeast corner of that certain 0.35 acre parcel of land previously owned by Lamar Outdoor Advertising, Inc. by deed filed for record in Book 331 at Page 822 in the office of said Chancery Clerk; and said point of commencement being also in a circular curve within a transition spiral curve defining the north right-of-way line of Interstate Highway 20 and having a partial central angle of $32^{\circ} 48' 18''$ and a radius of 2,714.79 feet. From said point of commencement, run thence northwesterly clockwise along said curve to the right and along the north right-of-way line of Interstate Highway 20 (subtending a central angle of $15^{\circ} 14' 44''$) for an arc distance of 722.36' (chord bearing and distance: North $81^{\circ} 52' 40''$ West, 720.23 feet) to the southwest corner of a certain 1.933 acre parcel of land conveyed to Jameson Inn by Warranty Deed filed for record in the office of said Chancery clerk in Book 845 beginning at Page 220, reference to which is hereby made for all purposes, said point also being the point of beginning of the parcel of land more particularly described as follows, to-wit:

Continue thence northwesterly clockwise along said curve to the right and along the north right-of-way line of Interstate Highway 20 (subtending a partial central angle of $06^{\circ} 08' 43''$) for an arc distance of 291.17' (chord bearing and distance; North $71^{\circ} 10' 57''$ West, 291.03 feet) to a point; run thence North $21^{\circ} 53' 38''$ East for a distance of 265.00' to a point on the south right-of-way line of Riverwind Drive, a public street, as said south right-of-way line is established by the conveyance that certain 2.743 acre parcel of land for public street purposes to the City of Pearl, Mississippi,

by instrument filed for record in the office of said Chancery Clerk in Book 341 beginning at Page 612, reference to which is hereby made for all purposes, said point being on a curve to the left subtending a partial central angle of $08^{\circ} 00' 50''$ and a radius of 2,449.79 feet; run thence along this curve counterclockwise and along the south right-of-way line of Riverwind Drive for an arc distance of 342.65' (chord bearing and distance: South $72^{\circ} 07' 03''$ East, 342.38 feet) to the northwest corner of said 1.933 acre parcel of land; run thence along the west boundary of said 1.933 acre parcel of land as follows: run thence South $22^{\circ} 09' 29''$ West for a distance of 202.15' to a point; run thence North $74^{\circ} 40' 38''$ West for a distance of 57.34' to a point; run thence South $15^{\circ} 44' 42''$ West for a distance of 65.00' to the point of beginning.

The above described parcel of property contains 87,120 square feet, more or less, and is located in the Northeast Quarter ($NE \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section 24, Township 5 North, Range 1 East, Rankin County Mississippi. Bearings used in this description were taken from right-of-way plans for said Interstate Highway 20.

#478

A 2.30 acre parcel being situated in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, T6N-R2E, City of Flowood, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a $\frac{1}{2}$ " iron bar marking the NW corner of the SW $\frac{1}{4}$ of said Section 24, run thence EAST - 792.98 ft.; thence SOUTH - 7.72 ft.; thence S $01^{\circ}02'01''$ W - 1785.76 ft. to a $\frac{1}{2}$ " rebar situated at the intersection of the northerly right of way of Mississippi Hwy 25 and the easterly right of way of a paved public street, said point being the POINT OF BEGINNING; run thence Northeasterly 9.02 ft along said street right of way in the arc of a curve to the right, said curve having a radius of 79.00 ft. and a chord bearing N $01^{\circ}14'14''$ E - 9.01 ft.; thence N $01^{\circ}58'39''$ E - 97.31 ft. along said street right of way; thence run 87.95 ft. along said street right of way in the arc of a curve to the left, said curve having a radius of 249.98 ft. and a chord bearing N $01^{\circ}55'28''$ W - 87.50 ft.; thence N $66^{\circ}24'03''$ E - 78.67 ft. along said street right of way; thence 65.96 ft. along said street right of way, in the arc of a curve to the left, said curve having a radius of 230.00 ft. and a chord bearing N $58^{\circ}11'37''$ E - 62.72 ft.; thence N $49^{\circ}58'47''$ E - 249.03 ft. along said street; thence S $40^{\circ}01'16''$ E - 297.04 ft. to a point on the northerly right of way of Mississippi Hwy 25; S $70^{\circ}34'12''$ W - 174.10 ft. along said right of way; S $70^{\circ}21'23''$ W - 200.25 ft. along said right of way; thence S $66^{\circ}46'40''$ W - 171.33 ft. along said right of way to the POINT OF BEGINNING.

#324

PROPERTY IN SUTTON PLACE PLANNED UNIT DEVELOPMENT, PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, HORN LAKE, DESOTO COUNTY, MISSISSIPPI:

Being all of Lot 5 of revised plat of Sutton Place Planned Unit Development as now recorded in Plat Book 46, Page 17 at the Chancery Clerk's Office in DeSoto County, Mississippi, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road - Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to the Point of Beginning, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point being a found iron pin lying 80.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 66.51 feet to a point; thence N 00°13'27" W, a distance of 315.62 feet to a point; thence N 89°16'35" E, a distance of 305.04 feet to a point, said point being West line of the Roberson property as recorded in Book 135, Page 385 at said Clerk's office; thence S 00°38'38" E along the West line said Roberson property, a distance of 320.61 feet to the point of beginning and containing 98,010 square feet or 2.25 acres.

#324

Together with a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #1:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a measured distance of 241.03 feet (called 241.10 feet) to a point, said point lying 60.00 feet North of the centerline of Goodman Road and being the Southwest corner of Lot 5 of Sutton Place Planned Unit Development; thence N 86°24'38" W along the North line of Goodman Road, a distance of 199.45 feet North to a found iron pin, said pin being 75.00 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a measured distance of 7.06 feet (called 7.50 feet) to a found iron pin, said pin being the Southeast corner of the open area of said subdivision; thence N 00°13'27" W along the East line of the open area, a measured distance of 200.01 feet (called 200.00 foot) to a point, said point being the South line of Lot 7 of said planned unit development thence S 89°16'35" W along the South line of Lot 7, a distance of 20.97 feet to the point of beginning, said point lying on the East line of Street 1 (75 foot right-of-way); thence along the East line of Street 1 with a curve to the right, having a 394.14 foot radius, an arc distance of 31.46 feet (chord N 16°45'54" E 31.45 feet) to a point; thence N 89°16'35" E, a distance of 19.71 feet to a point; thence S 86°24'38" E, a distance of 132.07 feet to a point; thence S 00°13'27" E, a distance of 30.07 feet to a point, said point being the North line of Lot 4 of the said planned unit development; thence N 86°24'38" W along the North line of Lot 4, a distance of 132.94 feet to a point; thence S 89°16'35" W continuing along the North line of Lot 4 and the North line of open area, a distance of 28.03 feet to the point of beginning and containing 4,200 square feet or 0.096 acres.

#324

Party of the first part reserves for itself, its successors, assigns, and tenants, a 30.0 foot perpetual non-exclusive easement for ingress-egress over and across the following described tract:

EASEMENT #2:

Commencing at the Southeast corner of Section 26, said point being the centerline of Goodman Road -- Mississippi Highway 302; thence N 00°38'38" W along the East Section 26 line, a distance of 60.00 feet to a point, said point being the North line of said Goodman Road; thence S 89°16'35" W along the North line of Goodman Road, a distance of 27.17 feet to the point of the beginning, said point lying 60.0 feet North of the centerline of Goodman Road; thence S 89°16'35" W continuing along the North line of Goodman Road, a distance of 30.00 feet to a point; thence N 00°38'38" W, a distance of 320.61 feet to a point; thence N 89°16'35" E, a distance of 30.00 feet to a point; thence S 00°38'38" E, a distance of 320.61 feet to the point of beginning and containing 9,618 square feet or 0.221 acres.

#330

Commencing at the intersection of the centerlines of Barnes Crossing Road and U.S. Highway 45 (said intersection is 2608.63 feet North and 916.00 feet East of the Southeast corner of Section 7, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi); run thence N 89°46'56" W 2093.30 feet to a point on the East right-of-way line of Old U.S. Highway 45 (North Gloster Street) (100-foot right-of-way width); run thence S 2°52'31" W along the East right-of-way line of said Old Highway 822.94 feet to a set iron pin on the East right-of-way line of North Gloster Street and the point of beginning; run thence N 2°52'31" E along the East right-of-way line of North Gloster Street 250.34 feet to a set iron pin; run thence S 89°57'25" E 450.93 feet to a set iron pin; run thence S 0°02'35" W 250.03 feet to a set iron pin; run thence N 89°57'25" W 463.30 feet to the point of beginning; containing 2.624 acres (114,301 square feet), lying and being in the Northeast Quarter of the Southeast Quarter of Section 7, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

The above property is not in a 100-year flood hazard area in accordance with F.E.M.A. F.I.R.M. Community-Panel No. 280100 0030 C, map revised: August 18, 1992.

Together with access rights as granted in General Warranty Deed dated December 9, 1994, recorded in Book 1557, Page 309.

#406

Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 23, T6S-R17W in Pearl River County, Mississippi; thence measure North a distance of 118.20' to a point on the 1-59 service road right-of-way; thence along said right-of-way along the arc of the curve to the right having a radius of 1883.87' a distance of 641.02' to a point (having a chord bearing of N 32 degrees 22 minutes 39 seconds E and a chord length of 637.16'); thence continue along said right of way N 43 degrees 06 minutes 00 seconds E a distance of 587.86' to the point of beginning; thence measure N 00 degrees 00 minutes 00 seconds E a distance of 180.17' to a point; thence measure N 83 degrees 26 minutes 00 seconds E a distance of 245.42' to a point; thence measure N 00 degrees 21 minutes 00 seconds E a distance of 45.26' to a point; thence measure S 89 degrees 40 minutes 56 seconds E a distance of 189.99' to a point; thence measure S 82 degrees 53 minutes 46 seconds E a distance of 44.07' to a point; thence measure S 45 degrees 00 minutes 00 seconds E a distance of 41.90' to a point; thence measure S 00 degrees 00 minutes 00 seconds W a distance of 187.46' to a point; thence measure S 45 degrees 00 minutes 00 seconds W a distance of 42.43' to a point; thence measure N 90 degrees 00 minutes 00 seconds W a distance of 457.44' to the point of beginning and containing 107,779 square feet more or less or 2.474 acres.

EXHIBIT A-XIII

MISSOURI PROPERTY

#255

TRACT NUMBER 3 in North Point Center, an Addition to the City of Joplin, Jasper County, Missouri, according to the plat recorded in Book 15, Page 2 of the Plat Book of Jasper County, Missouri, more particularly described as part of miscellaneous tracts 5, 6 and 7 lying in the Southeast Quarter (S/E 1/4) of Section 1, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri. Commencing at the Southeast corner of said Section 1, thence North 646.0 feet; thence West 60 feet to a point on the west right-of-way line of Rangeline Road, being the point of beginning; thence North 00°15'45" West, 46.70 feet along the West right-of-way line of Rangeline Road; thence South 89°44'15" West, 187.50 feet; thence along a curve to the left having a radius of 25 feet, a distance of 39.27 feet; thence south 00°15'45" East, 207.82 feet; thence South 39°44'15" West, 25.38 feet; thence South 00°15'45" East 197.01 feet to a point on the North right-of-way line of 7th Street; thence along a curve to the right, having a radius of 3894.83 feet, a radius bearing of South 03°32'44" East, a distance of 44.74 feet; thence North 51°40'21" East, 232.00 feet to a point on the North right-of-way line of 7th Street, and the West right-of-way line of Rangeline Road; thence North 05°49'00" East along said West right-of-way line of Rangeline Road 100.35 feet; thence North 00°15'45" West, 138.00 feet to the point of beginning, containing 80,621.57 square feet, 1.85 acres, more or less.

Together with rights as reserved in Reciprocal easement and operation agreement, between MLK, Inc., a Missouri Corporation, and TW-Joplin Associates, a Missouri general partnership, filed April 5, 1991 at 1:21 p.m. in Book 1389 at Page 1091, as amended by instrument filed March 10, 1992 at 2:29 p.m. in Book 1405 at Page 1889, as modified by agreement filed March 10, 1992 at 2:31 p.m. in Book 1405 at Page 1903, and December 6, 1993 at 2:37 p.m. in Book 1445 at Page 960.

#431

A tract of land being part of the NW¼ of the NW¼ of Section 8, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said NW¼ of the NW¼; thence S 01°01'04" E, with the East line of said NW¼ of the the NW¼, 58.81 feet to the South right of way line of Kearney Street for a point of beginning; thence continuing S 01°01'04" E, with said East line, 648.84 feet to the North right of way line of Turner Street; thence S 87°33'52" W, with said North right of way line, 170.43 feet; thence N 00°48'23" W, 224.26 feet; thence S 87°41'12" W, 81.53 feet; thence N 00°52'49" W, 435.99 feet to said South right of way line of Kearney Street; thence S 89°34'08" E, with said South right of way line, 169.15 feet; thence S 89°44'33" E, with said South right of way line 80.93 feet to the point of beginning.

#375

A part of Lots 1, 2 and 3 of Block 2 and a part of Block 3 of Southern Hills Subdivision of the SW1/4 of the SW1/4 of Section 29, Township 24 North, Range 8 West as shown by plat filed in Plat Book E at Page 48 of the records of Howell County, Missouri, and a part of Travis Court Street and a part of a vacated street known as Stewart Road as vacated by City of West Plains, Missouri, Ordinance No. 3465, dated August 21, 1995, described as follows: Commencing at an existing 3/4" pipe at the northwest corner of said Block 3; thence along the west line of said Block 3 and the east right-of-way line of Travis Court Street, South 00 degrees 52 minutes 05 seconds West, 272.78 feet to an existing 1/2" iron pin and the point of beginning, thence South 70 degrees 29 minutes 59 seconds East, 307.63 feet to an existing 1/2" iron pin on the west right-of-way line of U.S. Highway 160; thence along said west right-of-way line, South 18 degrees 44 minutes 58 seconds West, 163.92 feet to an existing 1/2" iron pin, thence continuing along said right-of-way line, South 24 degrees 22 minutes 53 seconds West, 72.01 feet to an existing 1/2" iron pin at the southeast corner of said Block 3; thence continuing along said right-of-way line, South 24 degrees 22 minutes 53 seconds West, 29.12 feet to an existing 1 1/4" iron pipe; thence North 81 degrees 44 minutes 12 seconds West, 312.79 feet to a 1/2" iron pin set on the south line of said Lot 1, Block 2; thence North 00 degrees 44 minutes 51 seconds East, 343.88 feet to a 1/2" iron pin set; thence South 70 degrees 29 minutes 59 seconds East, 116.17 feet to the point of beginning, EXCEPT THEREFROM that portion conveyed to the State of Missouri Highway and Transportation Commission for street purposes as set forth in deeds recorded in Cabinet B, Drawer 6, Document No. 2000R1693 and in Cabinet B, Drawer 6, Document No. 2000R1914 of the records of Howell County, Missouri.

#213

Tract I:

Beginning 550 feet North of the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35), Township, Twenty-nine (29), Range Twenty-two (22); thence North 110 feet; thence West 660 feet; thence South 110 feet; thence East 660 feet to the point of beginning, except that part used for road purposes and right of ways, all in the City of Springfield, Greene County, Missouri.

Tract II:

Beginning 440 feet North of the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35), Township, Twenty-nine (29), Range Twenty-two (22); thence North 110 feet; thence West 660 feet; thence South 110 feet; thence East 660 feet to the point of beginning, except that part used for road purposes and right of ways, all in the City of Springfield, Greene County, Missouri.

EXHIBIT A-XIV

NORTH CAROLINA PROPERTY

#265

LYING AND BEING IN GASTON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set iron pin which place of beginning lies S. 51-09-34 E. (ground 2480.33 feet, grid 2479.93 feet, combined reduction factor 0.999840 from NCGS monument ("COX") (1964) (monument coordinates N. 558,002.84, E. 1,363,073.76, NC Grid NAD 1927, and running from said place of Beginning S. 78-07-00 E. 253.00 feet to a set iron pin; thence S. 12-19-29 W. 279.00 feet to a scribed "X" in the top of a curb; thence with the arc of a circular curve to the right having a radius of 49.50 feet, an arc distance of 27.04 feet, (a chord distance of 26.71 feet, and a chord bearing of S. 27-58-27 W.) to a PK set in asphalt; thence N. 73-21-44 W. 246.49 feet to a set iron pin; thence N. 12-19-29 E. 284.23 feet to the Place of Beginning; containing 1.7104 acres, more or less, and all as shown on that certain ALTA/ACSM survey for Childress Klein Properties dated August 13, 1990, by E.S.P. Associates, P.A., to which survey reference is made for a more complete description.

Together with the rights, restrictions and covenants as described in Declaration of Easements and Restrictive Covenants recorded in Book 2184, Page 569; Gaston County Registry, grants ingress/egress easement across all common areas, drives lanes, etc.

#459

Lying and being in Cabarrus County, North Carolina, and being all of Lot 2 of CONCORD STATION, PHASE I as same is shown on plat thereof recorded in Map Book 43, Page 58, in the Cabarrus County Registry, and Lot being more particularly described as follows:

Beginning at an iron pin found in the southerly right-of-way margin of Concord Mills Boulevard (variable R/W), said iron pin located with the arc of a circular curve to the right having a radius of 2238.00', length of 629.40', and chord of S 77-07-53 E 627.33' from a NCDOT right-of-way disk, thence from said point and place of beginning with said right-of-way the following two (2) courses and distances:

- 1) S 21-09-10 W 12.07' to an iron pin (found);
- 2) With the Arc of a circular curve to the right having a radius of 2226.00' length of 116.52', and chord of S 67-35-08 E 116.51' to an iron pin (set);

Thence a new line the following two (2) courses and distances:

- 1) S 26-46-58 W 287.22' to an iron pin (set);
- 2) S 5-44-58 E 109.96' to an iron pin set in the northerly margin of a 60' easement for the Concord Mills Mall Ring Road; thence along said easement with the arc of a circular curve to the left having a radius of 551.00', length of 125.75', and chord of S 77-44-26 W 125.48' to an iron pin (set);

Thence a new line the following six (6) courses and distances:

- 1) N 18-49-20 W 54.50' to an iron pin (set);
- 2) N 5-44-58 W 116.31' to an iron pin (set);
- 3) N 53-34-07 W 104.21' to an iron pin (set);
- 4) N 26-46-51 E 41.50' to an iron pin (set);
- 5) N 63-13-10 W 15.50' to an iron pin (set);
- 6) N 26-46-51 E 247.99' to an iron pin set in the southerly margin of the right-of-way of Concord Mills Boulevard;

Thence with the arc of a circular curve to the right having a radius of 2238.00', length of 142.00', and chord of S 70-53-32 E 141.98' to the POINT AND PLACE OF BEGINNING.

Together with and subject to the easements, rights, obligations, terms, provisions and conditions as set forth in the Master Declaration of Easements, Covenants, Conditions, Conditions and Restrictions for Concord Mills recorded in Book 2482, Page 1, and Assignment and Assumptions of Master Declarations recorded in Book 4160, Page 179, aforesaid Registry.

Together with and subject to the easements, rights, obligations, terms, provisions and conditions as set forth in the Storm Water Drainage and Detention Easement, Construction and Maintenance Agreement recorded in Book 2585, Page 836, aforesaid Registry.

Together with and subject to the easements, rights, obligations, terms, provisions and conditions as set forth in the Access Easement Agreement recorded in Book 5148, Page 748, in said Registry.

#370

LYING AND BEING IN BUNCOMBE COUNTY, NORTH CAROLINA
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lying in Lower Homin Township, Buncombe County, North Carolina and being a portion of the property conveyed to Biltmore Square Associates as described in Deed Book 1503 Page 733 and recorded in the office of the Register of Deeds for Buncombe County, North Carolina and being more particularly described as follows:

Beginning on an aluminum right-of-way monument at the intersection of Brevard Road and the southern right-of-way of Sardis Road, said right-of-way monument being located South 22 degrees 02 minutes 52 seconds West 3002.85 feet from N.C.G.S. Station "SHIPLEY" with North Carolina Grid Coordinates of N=668657.77 E=928233.27 (N.A.D. 1927), and runs thence from the beginning right-of-way monument thus established, with the southern right-of-way line of Sardis Road, South 85 degrees 38 minutes 21 seconds East 91.60 feet to an existing iron pin in said right-of-way; thence continuing with said right-of-way 116.50 feet along an arc to the right having a radius of 1087.60 feet, and a chord of 116.45 feet bearing South 82 degrees 34 minutes 13 seconds East to an iron pin with cap set in said right-of-way, said iron pin being a corner of the 16.543 acre tract described as EXHIBIT "A" (The Plaza At Biltmore Square) of that property recorded in D.B. 1665 Pg. 599; thence with said line, and leaving the right-of-way of Sardis Road, South 6 degrees 33 minutes 01 seconds West 179.04 feet to an iron pin with cap set; thence continuing with said line North 83 degrees 26 minutes 59 seconds West 242.00 feet to an iron pin with cap set in the East right-of-way of Brevard Road; thence with said right-of-way North 8 degrees 01 minutes 43 seconds East 87.61 feet to an existing aluminum right-of-way monument; thence North 4 degrees 48 minutes 30 seconds East 50.00 feet to an existing aluminum right-of-way monument; thence North 46 degrees 28 minutes 57 seconds East 51.87 feet to the point and place of beginning, containing 0.979 acres, more or less:

The bearings in the above description are relative to N.C. Grid North. Distances shown are Grid lengths. To obtain ground lengths, distances shown must be divided by a combined scale and sea level factor of 0.9997832.

Containing 0.979 acres according to survey of Gerald W. Stevenson, RLS, Dated June 10, 1996, revised June 26, 1996 and August 1, 1996.

LESS AND EXCEPT "property conveyed to Department of Transportation" at Book 2807, Page 772, Office of the Buncombe County Register of Deeds.

Together with rights, covenants and interests as described in Deed Book 1922, Page 139.

Together with rights, covenants and restrictions as described in Access, Cross Parking and Sign Easement Agreement recorded in Deed Book 1922, Page 204.

#471

BEING known and designated as Lot 4 as shown on the map of Hanes Mill Pointe recorded in Plat Book 47 at Page 180 in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is hereby made for a more particular description.

TOGETHER WITH all easements, benefits, rights and privileges appurtenant to said property as set forth and described in the Joint Easement Agreement recorded in Book 2235, Page 3047, Forsyth County Registry.

TOGETHER WITH the easements and/or rights of way for access and utilities as set forth and described in the Declaration of Covenants, Conditions, Restrictions and Easements recorded in Book 2526, Page 2165, Forsyth County Registry.

#279

All of that certain lot or parcel of land situated in the City of Lumberton, Lumberton Township, Robeson County, North Carolina, and more particularly described as follows:

All of Lot No. 3 as shown and designated on a map entitled "Final Subdivision Plat of French Quarter, Section One", owned by French Family Properties, dated November, 1992, and prepared by John D. Powers, R.S., Containing 2.73 acres, more or less, and recorded in Book of Maps No. 32, at Page 91, Robeson County Public Registry, reference to which map is hereby made for a more particular description of said lot and for the purpose of incorporating the same in this description as if the same were fully set forth herein.

Together with the rights, covenants and restrictions as set forth in Easement recorded in Book 780, Page 620.

#473

BEGINNING at a 3/4-inch pipe at the northeast corner of Catawba Valley Community College (Deed Book 956 at page 141) in the southern right of way line of U.S. Highway 70, and running thence from said beginning point along the southern right of way line of U.S. Highway 70, South 75° 09' 02" East 215.90 feet to a 1/2-inch pipe; thence South 75° 30' 12" East 210.01 feet to a 1/2-inch rebar; thence South 75° 38' 37" East 24.89 feet to a 1/2-inch pipe; thence the same course South 75° 38' 37" East 48.11 feet to a point, corner of Benco Steel, Inc. in the center line of a 60-foot right of way easement (undeveloped) as shown on map recorded in Plat Book 30 at page 94; thence with the center line of said right of way easement South 07° 57' 26" West 398.70 feet to a point; thence a new line North 73° 43' 47" West 30.30 feet to a 1/2-inch rebar in the western margin of the 60-foot right of way easement; thence the same course, North 73° 43' 47" West 432.34 feet to a 1/2-inch pipe, corner of Catawba Valley Community College (Deed Book 956 at page 141); thence with the eastern line of Catawba Valley Community College, North 02° 25' 36" East 391.59 feet to the point of beginning, and containing 4.29 total acres (including .28 acres located within rights of way), and being a portion of Lot 2 of Plat Book 30 at page 94, Catawba County Registry, according to a survey by J. Mike Honeycutt, dated 4-1-04, entitled "An ALTA/ACSM survey for: Fire Mountain Restaurants, Inc., Hickory, North Carolina," with reference thereon to deed recorded in Book 2097 at page 1959, Catawba County Registry.

The above property is subject to sewer and utility line rights of way and the 60-foot undeveloped right of way which runs along the eastern line of the above described property as shown on the 4-1-04 survey by J. Mike Honeycutt above referred to and all easements and rights of way of record.

#473

ALSO CONVEYED HEREWITH is all right, title, and interest, if any, of the Grantor in the premises lying north of the northern line of the above described lot and located within the right of way of U.S. Highway 70.

BUT THERE IS RESERVED FROM THIS CONVEYANCE, AND RESERVED TO THE GRANTOR HEREIN, HEIRS AND/OR SUCCESSORS AND ASSIGNS, THE RIGHT AND EASEMENT OF INGRESS AND EGRESS OVER AND UPON A THIRTY-FOOT (30) STRIP OF LAND WHICH IS A PORTION OF THE ABOVE DESCRIBED PROPERTY, SAID 30-FOOT STRIP OF LAND RUNNING ACROSS THE EASTERN EDGE OF THE ABOVE DESCRIBED PROPERTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/4-inch pipe in the southern right of way line of U.S. Highway 70 at the northeast corner of the above described 4.29 acre tract, and running thence along the eastern line of Fire Mountain Restaurants, Inc., South 07° 57' 26" West 398.70 feet to a point, southeast corner of Fire Mountain Restaurants, Inc.; thence with the southern line of Fire Mountain Restaurants, Inc., North 73° 43' 47" West 30.30 feet to a 1/2-inch rebar; thence North 07° 57' 26" East 379.82 feet to a 1/2-inch pipe; thence with the curve of a circle having a radius of 20 feet bearing from south to west, a chord bearing of South 33° 57' 14" East, a chord distance of 26.69 feet and a length of 29.22 feet to a 1/2-inch pipe in the southern right of way line of U.S. Highway 70; thence with the southern right of way line of U.S. Highway 70, South 75° 30' 12" East 48.11 feet to the point of Beginning, according to a survey by J. Mike Honeycutt, dated April 1, 2004, entitled "A minor subdivision for: Catawba Valley Community College Foundation, Inc., Hickory Twp., Catawba Co., N.C." with reference thereon to deed recorded in Book 2097 at page 1959 and map recorded in Plat Book 30 at page 94, and Book 1752 at page 445, Catawba County Registry.

#179

LYING AND BEING IN CUMBERLAND COUNTY, NORTH CAROLINA
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a right of way monument located on the western right of way of NC Hwy. 59 (Skibo Road - variable width right of way) and being the common corner of Skibo Investors (Deed Book 5579, page 761) and TSM Property Ventures, LLC (Deed Book 4742, page 346); thence along the common line of Skibo Investors and TSM Property Ventures, LLC, N 04-59-20 W for 12.86 feet to an iron pin; thence N 03-20-19 E for 209.04 feet to an iron pin being the Point of Beginning. Thence N 03-20-19 E for 70.90 feet to an iron pin; thence N 03-51-52 E for 31.03 feet to an iron pin; thence along a lease line, N 63-06-25 W for 177.81 feet to an iron pin; thence S 21-54-36 W for 26.00 feet to an iron pin; thence N 67-55-27 W for 57.19 feet to a PK Nail; thence N 21-47-37 E for 248.06 feet to an iron pin; thence S 67-49-49 E for 248.41 feet to an iron pin; thence S 44-24-18 E for 31.97 feet to an iron pin; thence S 35-12-03 E for 45.96 feet to an iron pin; thence S 20-17-09 E for 38.07 feet to an iron pin; thence S 50-50-20 E for 69.79 feet to an iron pin located on the northwestern right of way of NC Hwy. 59 (Skibo Road); thence along said right of way along a curve to the left having a radius of 3771.30 feet, an arc length of 50.64 feet and a chord bearing and distance S 38-16-39 W for 50.64 feet to an iron pin; thence S 39-24-45 W for 182.69 feet to a right of way monument; thence leaving said right of way, N 60-49-55 W for 59.15 feet to an iron pin; thence N 43-26-09 W for 51.15 feet to the Point of Beginning. Said tract contains 2.322 acres (101,167 sq. ft.), more or less.

Together with the rights covenants and restrictions as set forth in Cross Parking Agreement Easement recorded in Book 4767, page 3, amended by Book 6743, page 278, Cumberland County Registry, grants non-exclusive easement for vehicular and pedestrian access, ingress and egress over across access drive.

Together with the rights covenants and restriction as set forth in Deed of Easement for Access, Parking, Utility and Storm Water Drainage and Detention recorded in Book 6510, page 588, First Amendment recorded in Book 6743, page 332; Second Amendment recorded in Book 6761, page 374.

Together with rights, covenants and restrictions as set forth in Easement Agreement recorded in Book 6510, page 574.

EXHIBIT A-XV

OHIO PROPERTY

#228

Situated in Union Township, Clermont County, State of Ohio and being Lots One (1) and Two (2) of Ryan's Subdivision as recorded in Plat Cabinet 9, Page 283 of the Clermont County, Ohio Plat Records.

Also being described as follows:

Together with easement rights contained in Easement Agreement filed for record in Official Record 1274, Page 2249 of the Clermont County Records.

41-31-04B-313 and 41-31-04B-039

Situated in Union Township, Clermont County, State of Ohio and in George Matthew's Survey Number 1138; and bounded and described as follows:

Basis of Bearing for this legal description is the north line of a 5.157 acre tract on a survey by Robert William Smith, Jr. RLS 6737, dated April 15, 1987, and recorded in Book TL 12, page 95 in the Office of the Recorder, Clermont County, Ohio:

Beginning at a 1/2 inch iron rod found in the line of Harry B. Smythe, corner to Thomas Clepper, said point being referenced by a 1/2 inch iron pipe found South 04 deg. 17' 18" West, a distance of 172.93 feet (R)(M), said reference point being the southwest corner of Lot 32, Thomas and Mamie Clepper Subdivision Number 4, as per plat recorded in Plat Book H, page 5, in the office aforesaid; thence North 04 deg. 06' 54" East, a distance of 131.88 feet (M) [North 03 deg. 40' East, 132 feet (R)], to a bent 1/2 inch iron rod, found at the corner to Smythe and Frank A. McGuire; thence North 74 deg. 35' 57" West, (passing through an axle found at 11.98 feet, a found 1/2 inch iron pin at 495.42 feet, and a set 5/8 inch rebar with LS Cap 7761, at 643.50 feet, said rebar being on the east line of a right-of-way easement described and recorded in Official Record Book 42, page 146 of the Clermont County, Ohio Records), a distance of 694.19 feet (M) [North 86 deg. 20' West, (R)], to a point on the original centerline of Gleneste-Withamsville Road; thence South 05 deg. 18' 05" West, along said original centerline, a distance of 261.74 feet (M), to a point on the south line of the subject property; thence South 86 deg. 10' 53" East, along said south line (passing through a set 5/8 inch rebar with LS Cap 7761, at 40.01 feet, said rebar being the east line of a right-of-way easement described and recorded in Official Record Book 80, page 242 of the Clermont County, Ohio Records), a distance of 395.16 feet [South 88 deg. East, 395 feet(R)], to a found 1/2 inch iron rod with illegible cap; thence North 00 deg. 11' 19" West, a distance of 51.36 feet (M) [North 01 deg. 25' West, 55 feet (R)], to a found 1/2 inch iron rod on the north line of the aforementioned 5.157 acre tract; thence South 74 deg. 30' 45" East, a distance of 300.79 feet (M) [South 86 deg. 20' East (R)], to the place of beginning.

Containing 2.878 acres, more or less.

Being the same property conveyed from Jack W. Moore and Bonnie L. Moore, husband and wife, and LeBonna R. Hortel and Thomas C. Hortel, wife and husband to Ryan's Family Steak Houses East, Inc., by General Warranty Deed dated July 6, 1000, filed for record on July 6, 2000 in Book 1274, Page 224 of the Clermont County, Ohio, Deed Records.

SITE 283

Situated in the Township of Springfield, County of Summit and State of Ohio:

And known as being part of Lot 6 in Tract 1 of Original Springfield Township, bounded and described as follows:

Beginning at an iron pin in a monument box at the intersection of the center lines of Arlington Road and Killian Road;

Thence along the centerline of Arlington Road South 03 deg. 45'00" W; a distance of 1169.33 feet to a point and true point of beginning of the parcel herein described;

Thence along the Southerly line of lands conveyed to Donald J. and Annette S. Skello by deed recorded in Volume 6023, Page 552 of Summit County Records, South 85 deg. 21'00" E; a distance of 770.64 feet to an iron pin found, said line passes through a railroad spike found 30.00 feet from said center line;

Thence along the Easterly line of lands to conveyed and an Easterly line of Wal-Mart Subdivision, as recorded in Plat Cabinet H, Slide 244 of Summit County Records, the following courses;

S 05 deg. 42'00" W, a distance of 59.00 feet to an iron pin found;

S 85 deg. 52'06" E, a distance of 0.94 feet to an iron pin found;

S 03 deg. 47'00" W; a distance of 170.00 feet to an iron pin found on the Northerly line of said Wal-Mart Subdivision;

Thence along said Northerly line N 85 deg. 52'06" W, a distance of 770.05 feet to a point on the center line of Arlington Road, said line passes through an iron pin found 30.00 feet therefrom;

Thence along said center line N 03 deg. 58'17" E, a distance of 170.00 feet from an iron pin in a monument box found at an angle therein;

Thence continuing along said center line N 03 deg. 45'00" East, a distance of 65.95 feet to the true place of beginning, containing within said bounds 4.1077 acres, according to a survey made by Anthony J. Shambaugh, Registered Surveyor No. 7120 of JDJ & A in January, 1993./

EXCEPTING THEREFROM the following parcel:

Situated in the Township of Springfield, County of Summit and State of Ohio:

And being part of Township Lot 6, Tract 1, and being part of a parcel of land now or formerly owned by Ryan's Family Steak Houses, Inc., as recorded in Official Record Volume 1246, Pages 352-352 of Summit County Records and further being bounded and described as follows:

Beginning at a mine spike set on the centerline of Arlington Road (60' R/W) and being at the Northwest corner of the Wal-Mart Subdivision as recorded in Plat Cabinet H, Slide 244 of Summit County Records;

Thence South 85 degrees 52 minutes 06 seconds East, along the North line of said Wal-Mart Subdivision, a distance of 600.05 feet to a capped rebar set and passing over a 5/8" rebar found at a distance of 29.77 feet, to the true place of beginning for parcel of land herein described:

Thence North 03 degrees 47 minutes 00 seconds East, a distance of 110.00 feet to a capped rebar set;

Thence North 85 degrees 52 minutes 06 seconds West, a distance of 49.14 feet to a capped rebar set;

Thence North 04 deg. 29 minutes 22 seconds East, a distance of 120.96 feet to a capped rebar set on the North line of the grantor's land;

Thence South 85 degrees 21 minutes 00 second East, a distance of 218.70 feet to a capped rebar set on the Northeast corner of the grantor's land, witness a 5/8 inch rebar found 1.47 feet and 1.57 feet East;

Thence South 05 degrees 42 minutes 00 seconds West along the East line of the grantor's land, a distance of 59.00 feet to a capped rebar set, witness at 1-1/4 inch iron pipe found 2.15 feet South and 1.81 feet West;

Thence South 85 degrees 52 minutes 06 seconds East, along a North line of the grantor's land, a distance of 0.94 feet to a capped rebar set;

Thence South 03 degrees 47 minutes 06 seconds West, along the East line of grantor's land, and passing over a Northwest corner of the said Wal-Mart Subdivision at a distance of 73.26 feet, a distance of 170.00 feet to a rebar with J.D.J. & A cap found;

Thence North 85 degrees 52 minutes 06 seconds West, along the North line of said Wal-Mart Subdivision, a distance of 170.00 feet to the true place of beginning and containing 1.031 acres or 44,904 square feet of land more or less as determined by a survey made by Jay T. Dunlap P.L.S. No 6250 of Campbell and Associates, Inc., in July of 1994.

The bearings used in this description are based on North 03 degrees 45 minutes 00 seconds East as the centerline of Arlington Road and is the same bearing found in Official Record Volume 1246, Pages 351-352, of Summit County Records.

Granting herewith the use of a strip of land 10.00 feet in width off of the entire South side of the Grantor's land extending from the West side of the above described tract West of Arlington Road to be used for public utility purposes.

PM 51-09509 PPN SP-00039-01-015.000

#326

Situated in the State of Ohio, County of Washington, City of Marietta, and being part of Lot No. 21, Section 16, Town 2, Range 8, and being more fully described as follows:

Beginning at an iron pipe (found) in the North line of Section 16, Town 2, Range 8, at the Northeast corner of a 1.832 acre tract conveyed by Joy E. Trippett, et al. to First Star Corporation by deed recorded in Volume 679, Page 185, of the Deed Records of Washington County, Ohio; thence along the Easterly line of the Grantor herein the following four (4) courses: South 19 deg. 57' West a distance of 248.92 feet to an iron pipe (found); South 70 deg. 03' East a distance of 18.28 feet to an iron pipe (found); South 26 deg. 02' 31" West a distance of 172.56 feet to an iron pipe (found); South 19 deg. 57' West a distance of 40.22 feet to the center of State Route No. 7; thence North 63 deg. 56' West along the centerline of State Route No. 7 a distance of 213.25 feet; thence North 25 deg. 08' 57" East a distance of 40.00 feet to an iron pin (set); thence North 63 deg. 56' West along the Limited Access line of State Route No. 7 a distance of 110.09 feet to an iron pin (set); thence North 26 deg. 02' 31" East a distance of 283.67 feet to a point in the North line of Section 16, Town 2, Range 8, where an iron pin (set) bears South 89 deg. 57' 38" West 32.03 feet distant; thence North 89 deg. 57' 38" East a distance of 305.52 feet to the place of beginning.

Containing 2.654 acres, more or less, of which the right of way of State Route No. 7 occupies 0.194 acre.

24-83492.000

TOGETHER WITH Slope easement (50') along the west property line granted in Volume 697, page 115.

#301

Situated in the City of Ontario, County of Richland and State of Ohio, situated in the Township of Springfield, County of Richland and State of Ohio and being part of the Northwest Quarter of Section 13, Township 21, Range 19 and more particularly described as follows:

Commencing at a monument found at the southwest corner of the Northwest quarter of Section 13, said monument being in the centerline of survey of Lexington-Springmill Road (CH 133) as recorded in Plat Book 23, Page 57; Thence North 88 deg. 28' 36" East along the south line of said northwest quarter for 39.62 feet to a point on the east right-of-way line of Lexington-Springmill Road; Thence, along the said east right-of-way, the following courses and distances: North 00 deg. 59' 00" East for a distance of 306.67 feet to an iron pin found, North 01 deg. 00' 12" East a distance of 118.56 feet to an iron pin found, North 00 deg. 53' 47" East for a distance of 180.39 feet to an iron pin found, North 01 deg. 03' 37" East for a distance of 361.24 feet to an iron pin found; North 00 deg. 46' 00" East for a distance of 84.42 feet to an iron pin found, said pin having the true place of beginning for the parcel herein to be conveyed:

Thence, continuing with the Eastern right-of-way of Lexington-Springmill Road, North 00 deg. 46' 00" East a distance of 60.60 feet to an iron pin found;

Thence, continuing with said right-of-way, North 00 deg. 56' 41" East a distance of 109.29 feet to an iron pin found;

Thence, continuing with said right-of-way, North 48 deg. 40' 10" East, a distance of 74.33 feet to an iron pin found;

Thence, leaving said right-of-way, South 88 deg. 56' 23", East a distance of 350.00 feet to an iron pin set;

Thence, South 01 deg. 03' 37" West a distance of 220.00 feet to an iron pin found;

Thence, North 88 deg. 56' 23" West a distance of 404.37 feet to the true place of beginning.

The tract of land as surveyed contains 2.013 acres of land, subject to all legal highways and easements of record.

EXHIBIT A-XVI

PENNSYLVANIA PROPERTY

#394

ALL THAT CERTAIN tract of land situate, lying and being in Hanover Borough, York County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a steel on the Southern side of Eisenhower Drive, said steel pin being the Northwest corner of Lot #H-3 of the North Ridge Development, thence along Lot #H-3 South 12 degrees 08 minutes 18 seconds West 180.00 feet to a steel pin; thence along same South 77 degrees 51 minutes 42 seconds East 150.00 feet to a railroad spike at lands now or formerly of Francis Michael Klunk; thence along said lands South 12 degrees 08 minutes 18 seconds West 180.13 feet to a point on the Northern side of Wilson Avenue; thence along said Wilson Avenue North 82 degrees 29 minutes 36 seconds West 355.39 feet to a steel pin at Lot #H-1 of which this was a part; thence along Lot #H-1 North 12 degrees 08 minutes 18 seconds East 388.83 feet to a steel pin on the Southern side of Eisenhower Drive; thence along Eisenhower Drive South 77 degrees 51 minutes 42 seconds East 204.23 feet to a point the place of beginning. CONTAINING 105,652 square feet or 2.425 acres, more or less.

Being the same premises which North Ridge Associates, a Pennsylvania limited partnership, by Deed dated April 7, 1998 and recorded April 7, 1998 in York County in Record book 1319, Page 7989 conveyed unto Ryan's Family Steak Houses, Inc., a South Carolina business corporation, in fee.

Together with access easement rights set forth in Plan Book PP, Page 391 and Book 1319, Page 7993.

Together with easement rights for Directional Sign Easement in Book 1321, Page 1765.

248

Description

ALL THAT CERTAIN Unit designated as Unit Number 5 being a Unit in The Court at Oxford Valley Condominium, Situate in the Township of Falls and County of Bucks, Commonwealth of Pennsylvania as designated in the Declaration of Condominium for "The Court at Oxford Valley Condominium" bearing date the 13th day of April, 1995 and recorded on the 14th day of April, 1995 in the Department of Records in and for the County of Bucks at Deed Book 1053, page 99 and C., as such Declaration has been amended by that certain First Amendment to Declaration of Condominium of The Court at Oxford Valley Condominium dated in Land Record Book 1256 page 1460 June 1, 1996 and intended to be recorded prior to the recording hereto "First Amendment").

TOGETHER with all right, title, and interest, being the respective appurtenant undivided interest of in and to the Common Elements as set forth in the aforesaid Declaration of Condominium including the Plats and Plans which constitute a part thereof, and any amendments thereto.

ALSO TOGETHER with all right title and interest being the respective appurtenant undivided interest of, in and to the Limited Common Elements as set forth in the aforesaid Declaration of Condominium including the Plats and Plans which constitute a part thereof and any amendments thereto.

County Parcel No. 13-3-36-5

Being part of the same premises which Valox, Inc., a Pennsylvania Corporation, as Straw Party, by Deed dated April 13, 1995 and recorded April 13, 1995 in Bucks County in Land Record Book 1053 Page 201 conveyed unto Oxford Valley Road Associates, a Pennsylvania limited partnership, in fee.

#457

TRACT 1:

ALL THAT CERTAIN tract or parcel of land, known as Lot 10, as laid out in the Chippewa Towne Centre Plan of Lots, as recorded in Plan Book 31, page 158, in the Office of the Recorder of Deeds, in the County of Beaver, Commonwealth of Pennsylvania.

BEGINNING at an iron pin along the northern line of right-of-way of Pennsylvania State Highway Route No. 51, as relocated, said point also on the dividing line between lands now or formerly Corporation for Owner/Operator Projects and lands formerly of Linda B. Jones now known as Lot 10 in said subdivision; thence along said line North 5° 2' 32" East a distance of 877.25 feet to an iron pin at the northwestern corner of Lot 10, said corner common to lands now or formerly of Wal-Mart Real Estate, and lands now or formerly Frank A. and June A. Agrest; thence along the line between Lot 10, and lands now or formerly Wal-Mart Real Estate the following courses and distances: South 72° 24' 12" East a distance of 186.21 feet to an iron pin; thence South 8° 31' 59" East a distance of 363.19 feet to an iron pin; thence South 36° 35' 11" East a distance of 229.44 feet to a point common to Lot 9 and Lot 10 of said subdivision, thence along the dividing line of Lot 9 and Lot 10, South 35° 53' 28" West a distance of 483.16 feet to an iron pin along the northerly side of Pennsylvania State Route 51, thence along the northerly line of said right-of-way North 54° 6' 32" West a distance of 200.01 feet to an iron pin, the point of beginning.

TRACT 2:

Together with all non-exclusive rights granted via that Certain Agreement of Covenants, Conditions, Restrictions and Easements by and between THF Chippewa Ventures, L.P., and Linda B. Jones, dated July 18, 2001 and recorded August 2, 2001 in the Recorder's Office of Beaver County at Instrument No. 3098632; and by plan recorded in Volume 31, page 158.

Being designated as parcel I.D. No. 57-038-0178.000-01-1 in the Deed Registry Office of Beaver County, Pennsylvania.

#438

Description and Recital

ALL the following described real estate, located in Guilford Township, Franklin County, Pennsylvania, bounded and described as follows:

Beginning at an existing iron pin located near the center line of Mower Road (T-518), said iron pin being located north 11 degrees 05 minutes 00 seconds east, a distance of 418.85 feet from a point near the intersection of Lincoln Highway (S.R. 0030) and Mower Road (T-518); thence along or near the center line of Mower Road (T-518) north 11 degrees 42 minutes 49 seconds east, a distance of 108.09 feet to an existing spike in or near the center line of Mower Road (T-518); thence along lands of Kimple & Krin and still in the legal right of way of Mower Road (T-518), south 77 degrees 02 minutes 12 seconds east, a distance of 15.33 feet to an existing iron pin; thence leaving the right of way of Mower Road (T-518), and continuing along lands of Kimple and Krin, south 77 degrees 02 minutes 12 seconds east, a distance of 92.91 feet to an existing iron pin; thence continuing along lands of Kimple and Krin, north 10 degrees 48 minutes 04 seconds east, a distance of 35.50 feet to an existing iron pin at the corner of lands of Morrill; thence along the lands of Morrill, south 77 degrees 42 minutes 42 seconds east, a distance of 580.24 feet to an existing iron pin at the corner of lands of Richman; thence along the lands of Richman, south 14 degrees 07 minutes 52 seconds west, a distance of 140.37 feet to an existing iron pin at the corner of lands of Global Development, Inc. (GDI); thence along lands of GDI, north 77 degrees 42 minutes 07 seconds west, a distance of 225.07 feet to an existing iron pin at the corner of lands of Ritter; thence along the lands of Ritter, north 77 degrees 43 minutes 00 seconds east, a distance of 420.09 feet to an existing iron pin located on the easterly legal right of way line of Mower Road (T-518); thence continuing along the lands of Ritter and in the legal right of way of Mower Road, north 77 degrees 43 minutes 00 seconds west, a distance of 16.81 feet to an existing iron pin near the center line of Mower Road (T-518) and also being the point of beginning.

Containing 89,514 square feet or 2.0550 acres including the right of way of Mower Road (T-518)

ALL the following described real estate, lying and being situated in Guilford Township, Franklin County, Pennsylvania, bounded and described as follows:

BEGINNING at an existing iron pin near the center line of Mower Road (T-518), said iron pin being located South 11 degrees 42 minutes 49 seconds West, 108.09 feet from an existing railroad spike in Mower Road (T-518); thence along lands now or formerly of McKinley Properties South 77 degrees 43 minutes 00 seconds East, 16.81 feet to existing iron pin on the easterly right of way line of Mower Road (T-518); thence continuing along lands now or formerly of McKinley Properties South 77 degrees 43 minutes 00 seconds East 420.09 feet to an existing iron pin at lands now or formerly of Global Development, Inc.; thence along lands now or formerly of Global Development, Inc. South 14 degrees 08 minutes 00 seconds West, a distance of 390.96 feet to an existing bolt located on the northerly edge of the concrete cartway of Lincoln Highway (S.R. 0030); thence through the right of way of Lincoln Highway (S.R. 0030) South 14 degrees 08 minutes 00 seconds West, 16.85 feet to point located near the center line of Lincoln Highway (S.R. 0030); thence along or near the center line of Lincoln Highway (S.R. 0030) North 79 degrees 17 minutes 05 seconds West, 415.12 feet to a point near the intersection of Lincoln Highway (S.R. 0030) and Mower Road (T-518); thence along or near the center line of Mower Road (T-518) North 11 degrees 05 minutes 00 seconds East, 418.85 feet to an existing iron pin and the place of beginning.

Containing 175,932 square feet or 4.0388 acres including the rights of way of Lincoln Highway (S.R. 0030) and Mower Road (T-518).

AND the said Ryan's Family Steak Houses, Inc., a Delaware corporation changed its name to Fire Mountain Restaurants, Inc., a Delaware corporation as referenced in affidavit recorded in Record Book 2720, page 479.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM that certain parcel of land containing 3.1348 acres conveyed to Craig W. LeCrone in Record Book 2720, Page 470.

10-0D05J-010

Being the same premises which McKinley Properties, a Pennsylvania general partnership, by Deed dated November 7, 2000 and recorded November 8, 2000 in Franklin County in Record Book 1576, Page 124 conveyed unto Ryan's Family Steak Houses East, Inc., a Delaware corporation, in fee.

#388

TRACT 1:

All that certain tract or parcel of land situate, lying and being in the Township of Richland, County of Cambria and State of Pennsylvania, bounded and described as follows:

BEGINNING at iron pin on the westerly line of the Mall Ring Road, at the common corner of parcels E-7 and E-8 on the Plan of Minor Subdivision of Tract E as laid out by Johnstown Zamias Limited Partnership; thence southwesterly along said line by a curve having a radius of 372.00 feet, a chord which bears South 04°34' 55" East for 399.22 feet and an arc length of 421.38 feet to an iron pin; thence through Parcel E-10 by the following courses and distances: South 65° 00' 01" West 189.26 feet to an iron pin; South 86° 46' 58" West 174.07 feet to an iron pin on the easterly line of Galleria Drive; thence along said line North 07° 04' 08" East 277.10 feet to an iron pin in concrete; thence continuing along said easterly line of Galleria Drive by a curve concave to the east having a radius of 1392.39 feet, a chord which bears North 14° 07' 14" East for 341.91 feet and an arc length of 342.77 feet to an iron pin at the corner of Lot No. 7; thence along Parcel E-7 South 58° 45' 03" East 229.17 feet to the place of beginning.

Being known as control # 50-119259; Map # 50-4-195 in the Recorder's Office of Cambria County.

Being the same premises granted and conveyed to Ryan's Family Steak Steak Houses, Inc. by Deed From Johnstown Zamias Limited Partnership dated September 18, 1997 and recorded on October 6, 1997 in the recorder of Deeds Office of Cambria County at Deed Book Volume 1494, Page 540.

TRACT 2:

Together with entrance and exit road easements as set forth in Amended and Restated Declaration of Easements recorded in Volume 1270, Page 303.

#465

ALL THAT CERTAIN lot, parcel or tract of land situated in Township of Silver Spring, County of Cumberland, Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

Beginning at a point at the intersection of the northern right-of-way line of Carlisle Pike, S.R. 0011 with the eastern right-of-way line of Sample Bridge Road, T-596; thence along the eastern right-of-way line of Sample Bridge Road North 14 degrees 00 minutes 38 seconds West a distance of two hundred twenty-five and sixty-three hundredths feet (225.63') to a point; thence along the dividing line between the herein described tract and lands now or late of Michael J. and Carol B. Backley North 75 degrees 59 minutes 22 seconds East a distance of one hundred seventy-one and fifty hundredths feet (171.50') to a point at the dividing line between the herein described tract, lands now or late of Michael J. and Carol R. Backley and lands now or late of Nine Ninety Nine, Inc.; thence along the dividing line between the herein described tract and lands now or late of Nine Ninety Nine, Inc., North 72 degrees 05 minutes 49 seconds East a distance of one hundred thirty-eight and fifty-five hundredths feet (138.55') to a point; thence continuing along the same South 54 degrees 18 minutes 46 seconds East a distance of one hundred twenty-five and fourteen hundredths feet (125.14') to a point; thence continuing along the same South 27 degrees 18 minutes 45 seconds East a distance of one hundred feet (100.00') to a point; thence continuing along the same South 01 degree 37 minutes 45 seconds East a distance of one hundred thirty feet (130.00') to a point on the northern right-of-way line of Carlisle Pike, S.R. 0011; thence along the northern right-of-way line of Carlisle Pike, S.R. 0011 South 88 degrees 22 minutes 15 seconds West a distance of three hundred ninety-five feet (395.00') to a point at the place of beginning.

Being Lot No. 2 and Lot No. 3 as shown on the Final Subdivision Plan for Nine Ninety Nine, Inc. Said Plan being recorded in the Office of the Recorder of Deeds of and for Cumberland County in Plan Book Volume 55, page 11.

38-18-1328-082

EXHIBIT A-XVII

SOUTH CAROLINA PROPERTY

[Legal Description]

Beginning at an iron pin located on the northeastern right of way of Hwy. 378 (Garners Ferry Road - 180.5' right of way) and the northwestern right of way of Daphne Road (50' right of way); thence along the northeastern right of way of Hwy. 378, N 29 deg. 57 min. 36 sec. W for 410.93 feet to an iron pin; thence leaving said right of way along the common line of Lot 1, N 60 deg. 02 min. 22 sec. E for 230.43 feet to an iron pin; thence along the common line of Lot 1, S 29 deg. 57 min. 32 sec. E for 70.11 feet to an iron pin; thence S 55 deg. 21 min. 24 sec. E for 56.75 feet to an iron pin; thence S 29 deg. 57 min. 32 sec. E for 231.20 feet to an iron pin located on the northwestern right of way of Daphne road; thence along said right of way, S 47 deg. 10 min. 50 sec. W for 261.12 feet to the Point of Beginning. Said tract contains 2.180 acres (94,949 sq. ft.), more or less.

TOGETHER WITH those easements contained in the Access Easement recorded in Book R926 at Page 2740, of the Richland County Register of Deeds.
DB 926, Page 2716

TOGETHER WITH those easements contained in the Access and Parking Easement Agreement recorded in Book R926 at Page 2757 of the Richland County Register of Deeds.

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BEING located in the State of South Carolina and the County of Oconee, and being more particularly described as follows: ALL that certain piece, parcel or tract of land, situate, lying and being located in the County of Oconee, State of South Carolina, being shown and designated as 2.19 acres, more or less, fronting on U.S. Highway 123 on survey prepared by Cornerstone of Seneca, Inc. dated August 30, 1993 entitled "Plat Prepared For: Ryan's Family Steak Houses, Inc." and recorded in the Clerk of Court's Office for Oconee County, South Carolina in Plat Book A218 at Page 10, and having such metes and bounds as shown thereon.

TOGETHER WITH those easement rights set out in the Grant of Easements and Agreement recorded in Book 1177 at Page 170 and in Book 1177 at Page 187 of the Oconee County Register of Deeds.

#188

All that certain piece, parcel or tract of land, together with any improvements thereon, shown on a Subdivision Plat of Outparcel #1 for WD of Columbia, L.L.C. by Freehand & Associates, Inc. dated December 7, 1999, last revised June 24, 2000 and recorded in the official land records of Richland County, South Carolina on June 27, 2000 at Book 421, Page 783 of the Richland County ROD Office, and being more particularly described as follows:

Commencing at a point located at the intersection of the southern right of way of US Hwy #1 (Two Notch Road) having a right of way of 120 feet, and the eastern right of way of Wildwood Park Drive; thence along the southern right of way of Two Notch Road N 65-07-43 E for 423.28 feet to an iron pin being the TRUE POINT OF BEGINNING; thence N 65-07-43 E for 265.48 feet to an iron pin, thence leaving said right of way S 69-56-01 E for 88.23 feet to an iron pin; thence S 35-02-46 E for 165.17 feet to an iron pin; thence S 02-01-29 W for 31.77 feet to an iron pin; thence S 55-04-16 W for 148.49 feet to an iron pin; thence N 80-00-24 W for 19.11 feet to an iron pin; thence N 34-52-07 W for 79.68 feet to an iron pin; thence S 65-26-47 W for 33.98 feet to an iron pin; thence S 55-04-16 W for 134.40 feet to an iron pin; thence N 72-47-34 W for 37.66 feet to an iron pin; thence N 22-50-29 W for 133.87 feet to an iron pin; thence N 02-15-47 E for 58.52 feet to an iron pin being the TRUE POINT OF BEGINNING. Said tract contains 1.864 acres, more or less.

Also being described as:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN COLUMBIA, RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND CONTAINING 1.873 ACRES ACCORDING TO AN 'ALTA/ACSM LAND TITLE SURVEY FOR FORTRESS REALTY MANAGEMENT, 10052 TWO NOTCH ROAD, RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA, (RYAN'S)' DATED 7/10/06 BY SITE DESIGN, INC. WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD 5/8" REBAR IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY OF TWO NOTCH ROAD (U.S. HWY. # 1), SAID IRON PIN ALSO BEING LOCATED ON THE NORTHWESTERN END OF A SIGHT FLARE OF TWO NOTCH ROAD AND RIVKIN BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID SIGHT FLARE S 69-50-20 E 88.25 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF RIVKIN BOULEVARD, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S 35-02-35 E 164.93 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING S 01-55-20 W 31.87 FEET TO AN OLD 1/2" REBAR IRON PIN AT THE JOINT CORNER OF COLUMBIA NORTHPOINT, WMS, LLC PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF COLUMBIA NORTHPOINT PROPERTY NOW OR FORMERLY S 54-59-47 W 148.49 FEET TO A 5/8" REBAR IRON PIN SET, THENCE TURNING AND RUNNING N 80-22-50 W 18.56 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 34-56-31 W 80.51 FEET TO AN OLD 5/8" REBAR IRON PIN BENT, THENCE TURNING AND RUNNING S 64-34-10 W 34.11 FEET TO AN OLD 5/8" REBAR IRON PIN BENT, THENCE TURNING AND RUNNING S 55-10-56 W 134.31 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 72-29-10 W 37.83 FEET TO AN OLD 5/8" REBAR IRON PIN BENT, THENCE TURNING AND RUNNING N 24-38-51 W 133.59 FEET TO A 5/8" REBAR IRON PIN SET, THENCE TURNING AND RUNNING N 01-15-52 E 60.15 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY OF TWO NOTCH ROAD (US HWY. # 1), THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N 65-07-43 E 265.75 FEET TO THE POINT OF BEGINNING.

Together with ingress and egress easement set forth in document recorded in DBR 463, Page 2546.

#107

All that certain piece, parcel or lot of land lying and being in Spartanburg County, State of South Carolina, being shown and designated on a Subdivision Plat prepared for LCW Spartanburg, L.L.C. by Freeland-Associates, Inc., dated July 9, 2003, last revised September 9, 2003 and having the following metes and bounds to wit:

Commencing at an iron pin found on the eastern right-of-way of East Blackstock Road (SC 215), said iron pin being the most southwesterly corner of Hammett (Plat Book 30, page 357); thence along said right-of-way S 10-43-46 E for 117.20 feet to an iron pin at the intersection of the eastern right-of-way of Blackstock Road and the eastern right-of-way of the Road Tract; thence leaving said right-of-way of Blackstock Road along the common line of the eastern right-of-way of the Road Tract and Briarcliff Apartments Associates LTD. Partnership S 47-52-48 E for 21.75 feet to an iron pin; thence along said eastern right-of-way of the Road Tract N 44-22-43 E for 26.73 feet to an iron pin; thence with a curve to the left having a radius of 163.50 feet, an arc length of 191.17 feet and a chord bearing and distance of N 50-41-19 E for 180.47 feet to an iron pin; thence with a curve to the right having a radius of 386.50 feet, an arc length of 25.09 feet and a chord bearing and distance of N 19-03-08 E for 25.09 feet to an iron pin; thence with a curve to the right having a radius of 386.50 feet, an arc length of 83.16 feet and a chord bearing and distance of N 27-04-35 E for 83.00 feet to an iron pin, said iron pin being on the northeastern right-of-way of Road Tract #2 and being the POINT OF BEGINNING; thence continuing along said eastern right-of-way with a curve to the right having a radius of 386.50 feet, an arc length of 57.47 feet and a chord bearing and distance of N 37-30-01 E for 57.42 feet to an iron pin; thence N 41-25-14 E for 263.53 feet to an iron pin being a common corner with the Wal-Mart Tract (Plat Book 154, page 490); thence leaving said right-of-way along the common line of the Wal-Mart Tract S 79-48-01 E for 19.80 feet to an iron pin; thence S 29-43-08 E for 118.42 feet to an iron pin; thence S 44-09-51 E for 78.09 feet to an iron pin; thence S 00-15-30 E for 25.94 feet to an iron pin; thence S 48-14-23 E for 49.56 feet to an iron pin; thence along the common line of Outparcel #5 S 41-45-37 W for 286.70 feet to an iron pin on the northeastern right-of-way of Road Tract #2; thence along said right-of-way N 48-13-38 W for 253.06 feet to an iron pin; thence N 01-41-55 E for 23.43 feet to an iron pin on the eastern right-of-way of the Road Tract being the Point of Beginning. Said tract contains 1.967 acres or 85,689 square feet more or less.

This is a portion of the property conveyed to Ryan's Family Steak Houses East, Inc. by Special Warranty Deed from LCW Spartanburg, L.L.C., a South Carolina limited liability company dated December 19, 2003 and recorded on December 19, 2003 in Deed Book 79H, Page 338 in the Office of the Register of Deed for Spartanburg County, South Carolina.

Tax Map No.: 6-21-05-001.08

TOGETHER WITH all easements and rights benefitting the outparcel lot as granted and established in the Easement with Covenants and Restrictions affecting land by and among Wal-Mart Real Estate Business Trust, LCW Spartanburg, L.L.C. and Home Depot U.S.A. dated and recorded November 1, 2002 in Deed Book 76-T at page 610 as modified by First Amendment to Easement with Covenants and Restrictions Affecting Land dated November 6, 2003 recorded November 14, 2003 in Deed Book 79-B page 911.
TMN. 6-21-05-001.08

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ALL THAT CERTAIN PIECE, PARCEL OR TACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, ON THE SOUTHWESTERN SIDF OF FRONTAGE ROAD, CONTAINING 2.057 ACRES, MORE OR LESS, AS SHOWN C.1 PLAT ENTITL "RYAN'S FAMILY STEAK HOUSES, INC.", PREPARED BY FANT ENGINEERING & SURVEYING CO., IN PLAT BOOK 211 AT PAGE 68 AND HAVING SUCH METES AND BOUNDS AS SHOWN THEREON, REFERENCE TO SAID PLAT BEING MADE FOR A MORE COMPLETE DESCRIPTION.

Also being described as:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SIMPSONVILLE, GREENVILLE, COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 2.057 ACRES ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY FOR FORTRESS REALTY MANAGEMENT, 3840 GRANDVIEW DRIVE, GREENVILLE COUNTY, SIMPSONVILLE, SOUTH CAROLINA, (RYAN'S)" DATED 8/28/08 BY SITE DESIGN INC. WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD 5/8" REBAR IRON PIN LOCATED ON THE WESTERN RIGHT OF WAY OF GRANDVIEW DRIVE (S-23-1136) AND THE JOINT CORNER OF FAIRVIEW HOSPITALITY, LLC PROPERTY NOW OR FORMERLY, SAID IRON PIN ALSO BEING LOCATED 1681 FEET +/- FROM THE SOUTHERN RIGHT OF WAY OF FAIRVIEW ROAD, THENCE RUNNING ALONG SAID RIGHT OF WAY S 41-00-32 E 224.05 FEET TO AN OLD 1/2" SOLID ROD IRON PIN AT THE JOINT CORNER OF LITTLE REAL ESTATE, LLC PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF LITTLE REAL ESTATE PROPERTY AND THE LINE OF FAIRVIEW HOSPITALITY, LLC PROPERTY NOW OR FORMERLY S 48-58-38 W 400.00 FEET TO A 5/8" REBAR IRON PIN SET AT THE JOINT CORNER OF FAIRVIEW HOSPITALITY LLC PROPERTY, THENCE TURNING AND RUNNING ALONG THE LINE OF FAIRVIEW HOSPITALITY LLC PROPERTY N 41-01-40 W 223.05 FEET TO AN OLD 1" CRIMP TOP IRON PIN, THENCE TURNING AND RUNNING N 48-58-45 E 400.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHTS CONTAINED IN THE EASEMENT AGREEMENT BETWEEN FAIRVIEW STATION, L.P. AND SOUTHEAST ACQUISITIONS, II, L.P. RECORDED IN BOOK 1374 AT PAGE 737 OF THE GREENVILLE, COUNTY PUBLIC REGISTRY, REFERENCE BEING MADE TO THE RECORD THEREOF FOR THE FULL PARTICULARS.

TOGETHER WITH THE RIGHTS CONTAINED IN THE EASEMENT RECORDED IN BOOK 1458 AT PAGE 847 OF THE GREENVILLE COUNTY PUBLIC REGISTRY, REFERENCE BEING MADE TO THE RECORD THEREOF FOR THE FULL PARTICULARS.

TOGETHER WITH THE RIGHTS CONTAINED IN THE EASEMENT AGREEMENT RECORDED IN BOOK 1758 AT PAGE 248 OF THE GREENVILLE COUNTY PUBLIC REGISTRY, REFERENCE BEING MADE TO THE RECORD THEREOF FOR THE FULL PARTICULARS.

TOGETHER WITH THAT CERTAIN 25-FOOT SANITARY SEWER EASEMENT AS SHOWN ON PLAT RECORDED IN SAID RMC OFFICE IN PLAT BOOK 20-X AT PAGE 20.

#105

All that certain piece, parcel, or tract of land together with any and all improvements thereon, situated and being located in Lexington County, South Carolina, and being shown and designated as Parcel #28, consisting of approximately 2.87 acres, on a Subdivision Plat of Parcel #28 prepared for Wessington Partners Limited Partnership by DSAntlantic Corporation, dated August 3, 2000, last revised January 18, 2001, recorded in the Office of the ROD for Lexington County in Slide 599, plat 1, (the "Survey") having the following metes and bounds, to wit:

Beginning at a #4 rebar located on the southern margin of the right of way of Bower Parkway at its intersection with the centerline of Park Terrace Drive, herein labeled as the POB, said POB being approximately 3509 feet southeast of Harbison Boulevard, thence proceeding along the southeastern right of way of Bower Parkway on an arc of a curve having a radius of 667.00', an arc length of 332.99', a chord bearing of S87°02'45"E, and a chord distance of 329.54' to a #4 rebar; thence proceeding S72°44'38"E along said right of way for a distance of 411.49' to a 1" pinch top; thence proceeding S63°14'17"W along property now or formerly of Edward and Gloria Bruce, property now or formerly of Tommy D. Boyett, property now or formerly of Richard and Lesli Quelette, property now or formerly of Debra L. Nelson, and property now or formerly of David M. Parrish for a distance of 423.99' to a #4 rebar; thence proceeding N26°48'15"W along property now or formerly of Wessington Partners Limited Partnership for a distance of 195.67' to a #4 rebar; thence proceeding S74°36'41"W along said property for a distance of 220.02' to a #4 rebar; thence proceeding N11°24'30"W along said property for a distance of 218.01' to a #4 rebar and said point of beginning; be all measurements a little more or less. The above-referenced Survey is hereby incorporated by reference for a more complete description of the premises.

TOGETHER WITH a non-exclusive, permanent, perpetual irrevocable and assignable easement for ingress and egress for vehicular and pedestrian traffic over and across that portion of Bower Parkway described on Exhibit "A" attached to Easement Agreement between Wessington Partners Limited Partnership and Ryan's Family Steak Houses East, Inc., dated January 30, 2001, recorded January 30, 2001, in Book RB6165, Page 283.

TOGETHER WITH a non-exclusive, permanent, perpetual, irrevocable and assignable easement, varying in width from approximately twenty-five (25') feet to approximately thirty-five (35') feet along the boundary between the insured property and property of Wessington Partners Limited Partnership for ingress, egress and regress for vehicular and pedestrian traffic over and across portions of property of Wessington Partners Limited Partnership as set out in Easement and Restrictive Covenant Agreement between Wessington Partners Limited Partnership and Ryan's Family Steak Houses East, Inc., dated January 30, 2001, recorded January 30, 2001, in Book RB6165, Page 279, and as shown on survey prepared for Wessington Partners Limited Partnership by DS Atlantic, dated August 3, 2000, last revised January 18, 2001, and recorded January 30, 2001, in Book RB 6165, Page 251.

TOGETHER WITH a non-exclusive, permanent, perpetual, irrevocable and assignable easement ("Cross Parking Easement") for the purpose of vehicular parking on, over and across that portion of the property of Wessington Partners Limited Partnership as set out in Easement and Restrictive Covenant Agreement between Wessington Partners Limited Partnership and Ryan's Family Steak Houses East, Inc., dated January 30, 2001, recorded January 30, 2001, in Book RB6165, Page 279, and as shown on survey prepared for Wessington Partners Limited Partnership by DS Atlantic, dated August 3, 2000, last revised January 18, 2001, and recorded January 30, 2001, in Book RB 6165, Page 251.

TOGETHER WITH non-exclusive easements for ingress/egress, installation and maintenance of utility lines, temporary construction, and encroachments as contained in Reciprocal Easement Agreement and Declaration of Restrictive Covenants recorded April 27, 1998, in Book 4631, Page 241.

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Lying and being in the Town of Summerville, Berkeley County, South Carolina and being described as follows:

Being Parcel B and containing 2.133 acres as shown upon the Map and Survey entitled "Plat to Adjust the Property Line Between TMS# 232-00-01-005 and TMS# 232-00-01-104 and to Create a New Stormwater Detention Easement Owned by Louis J. Dimuzio" dated December 14, 2004 by G. Robert George, Registered Professional Engineer and Surveyor and filed and recorded on January 10, 2005 as Document Number 000000869 in Plat Cabinet Q, Page 315-C in the Register of Deeds for Berkeley County, South Carolina.

Together with rights as set out in Easement and Detention Pond Agreement recorded in Book 2705 at Page 237 and Amended in Book 3630 at Page 3 of the Berkeley County Public Registry.

Together with rights as set out in Cross Access Easement Agreement recorded in Book 2705 at Page 212, and Amended in Book 3630 at Page 12 of the Berkeley County Public Registry.

Together with rights as set out in Declaration of Easements And Restrictions recorded in Book 996 at Page 205 And Amended in Book 1038 at Page 1 of the Berkeley County Public Registry.

#415

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING KNOWN AND DESIGNATED AS "OUTPARCEL 2, THE SHOPS AT WOODRUFF", AS RECORDED IN THE R.O.D. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 36-V AT PAGES 20 & 21 AND CONTAINING 1.876 ACRES AS SHOWN ON A PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY FOR FORTRESS REALTY MANAGEMENT, 1255 WOODRUFF ROAD, GREENVILLE COUNTY, GREENVILLE, SOUTH CAROLINA (RYAN'S)", DATED 6/27/06 BY SITE DESIGN, INC. WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN 5/8" REBAR IRON PIN SET LOCATED ON THE NORTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146) AT THE JOINT CORNER OF GREENVILLE (WOODRUFF) WMB, LLC PROPERTY, NOW OR FORMERLY, SAID IRON PIN ALSO BEING 1539.0' WEST OF THE EASTERN RIGHT OF WAY OF INTERSTATE 385; THENCE LEAVING SAID NORTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146) AND RUNNING ALONG THE LINES OF SAID GREENVILLE (WOODRUFF) WMB, LLC PROPERTY THE FOLLOWING COURSES AND DISTANCES: N 48-03-50 W 89.54 FEET TO A 5/8" REBAR IRON PIN SET; THENCE N 16-10-02 E 212.76 FEET TO AN OLD 3/4" CRIMP TOP IRON PIN; THENCE N 81-10-02 E 28.28 FEET TO A 5/8" REBAR IRON PIN SET; THENCE S 73-48-40 E 347.39 FEET TO A MAG NAIL SET; THENCE S 52-48-27 E 45.81 FEET TO AN OLD 5/8" REBAR IRON PIN SET ON THE LINE OF INLAND SOUTHEAST GREENVILLE WOODRUFF PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING ALONG THE LINE OF SAID INLAND SOUTHEAST GREENVILLE WOODRUFF PROPERTY S 16-07-44 W 112.62 FEET TO AN OLD 5/8" REBAR IRON PIN ON THE LINE OF KEV. INVESTMENT CORPORATION PROPERTY, NOW OR FORMERLY; THENCE TURNING AND RUNNING ALONG THE LINE OF SAID KEV INVESTMENT CORPORATION PROPERTY N 70-08-03 W 218.09 FEET TO A HOLE IN CONCRETE CURBING; THENCE TURNING AND RUNNING S 03-10-58 E 174.63 FEET TO AN OLD CONCRETE MONUMENT LOCATED ON THE NORTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146); THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N 71-04-12 W 170.01 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN LAWYERS TITLE INSURANCE CORPORATION TITLE COMMITMENT NO. 100935 BEARING AN EFFECTIVE DATE OF JUNE 23, 2006, REV. 8/1/2006

PARCEL 2:

The non-exclusive rights, easements, and privileges of use, ingress, egress, and rights of way for pedestrian and vehicular purposes created and granted as appurtenances in Parcel 1 in and by the following document: Easements with Covenants and Restrictions Affecting Land ("ECR") between Wal-Mart Real Estate Business Trust and LGW of Greenville, L.L.C., dated as of December 31, 1997, recorded January 21, 1998 in Deed Book 1739 Page 538, Office of the Register of Deeds for Greenville County, South Carolina.

#106

All that certain piece, parcel or lot of land, situate lying and being in the City of Greenwood, in the County of Greenwood, State of South Carolina being known and designated as Lot "A" of the property of John S. Coleman, as shown on plat thereof made by Eugene M. Adams, a South Carolina Reg. Land Surveyor, dated March 15, 1980 and recorded in the Office of the County Clerk of Court of Greenwood County in Plat Book 34 at page 32. The said Lot "A" contains 1.03 acres, more or less, and fronts on South Carolina Highway No. 72-U. S. Highways Nos. 25 & 178 By-Pass a distance of 150.9 feet and runs back therefrom on the northwestern side a distance of 293.53 feet and on the southeastern side a distance of 350 feet and is 140 feet wide in the rear and is bounded, now or formerly, as follows: On the northeast by the aforesaid By-Pass, on the southeast by other property of John S. Coleman, on the Southwest by Tolbert property and on the northwest by other property of John S. Coleman.

AND

All that certain piece, parcel or lot of land together with improvements thereon, situate lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, containing 0.64 acres, as shown on plat prepared by Heaner Engineering Company, Inc., dated June 23, 1987 and recorded in Plat Book 51, Page 91, in the Office of the Clerk of Court for Greenwood County which is incorporated herein by reference and made part and parcel hereof. According to said plat of survey the within parcel is described as follows: Beginning at the intersection of Grace Street and By-Pass 25 & 72, thence running in an easterly direction for 1,997 feet, more or less, to an iron pin on the right of way of By-Pass 25 & 72, thence turning and running South $41^{\circ} 33' 00''$ East for a distance of 602.78 feet, to an old iron pin, the true point of beginning; thence turning and running along property of the Grantee South $41^{\circ} 38' 00''$ East for a distance of 137.83 feet, more or less, to an old iron pin; thence turning and running along property now or formerly of Tolbert South $45^{\circ} 22' 00''$ West for a distance of 200.00 feet, to a new iron pin; thence turning and running along property now or formerly of Tolbert North $41^{\circ} 08' 00''$ West for a distance of 140.00 feet, more or less, to a new iron pin; thence turning and running along property now or formerly of Lawrence North $48^{\circ} 24' 04''$ East for a distance of 200.00 feet, more or less to the point of Beginning, and being bounded as follows: On the Northeast by property now or formerly of Grantee; on the Southeast by property, now or formerly of Tolbert; on the Southwest by property now or formerly of Tolbert, and on the North by property, nor or formerly of Lawrence.

AND

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, designated as Tract 3-A (containing 0.37 acres) as shown on plat of survey by Heaner Incorporated dated June 16, 1998 recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 107 at page 14.

TOGETHER WITH all of the easement rights contained in the documents recorded in Book 324 at Page 513, Book 525 at Page 209, and Book 568 at Page 198 of the Office of the Clerk of Court for Greenwood County, South Carolina.

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PARCEL I

ALL AND SINGULAR, all that certain piece, parcel or tract of land, situate, lying and being in Horry County, South Carolina, containing 2.82 acres of land as shown on a plat by Terry M. Watson, R.L.S., dated January 25, 1997, and last revised April 30, 1997, filed May 9, 1997, in Plat Book 147, at Page 233, records of the RMC for Horry County, South Carolina.

Said tract is more particularly described on said plat as follows:
Beginning at 5/8" IRF at the Northwestern intersection of the rights-of-way of S.C. Highway No. 165 and U. S. Highway No. 501; thence along said U. S. Highway 501 right-of-way North 54 degrees 45 minutes 41 seconds West 135.93 feet to 6" R/W Monument; thence a curve having a radius of 2819.79 feet, a chord, North 52 degrees 46 minutes 43 seconds West 205.04 feet to 5/8" IRF; thence North 35 degrees 09 minutes 24 seconds East 366.08 feet to 5/8" IRF at the right-of-way of Mercedes Street; thence South 54 degrees 48 minutes 31 seconds East 318.66 feet to 5/8" IRF at the right-of-way of S.C. Highway No. 165; thence South 31 degrees 45 minutes 26 seconds West 374.12 feet to the beginning corner.

Bounded as follows: North by Mercedes Street; East by S.C. Highway No. 165; South by U.S. Highway No. 501; West by G. J. Creel and Son, Inc.

This is a portion of the property acquired by G. J. Creel and Sons, Inc. by Deed from George N. McGrath, Jr. and Bernard C. Massey, as Personal Representatives of the Estate of R.T. Lewis, deceased, filed March 31, 1994, in Deed Book 1713 at Page 466, records of Horry County.

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PARCEL II

That certain piece, parcel or tract of land, situate, lying and being in Conway, Horry County, South Carolina, and being more particularly described as follows:

Beginning at an existing iron pipe at the intersection of the rights of way of South Carolina Highway Number 165 (Cultra Road) and U.S. Highway Number 501; thence running along the right of way of U.S. Highway Number 165 North 31 deg. 45 min. 26 sec. East 23.45 feet to a point; thence continuing along said right of way North 31 deg. 45 min. 26 sec. East 38.18 feet to a point, said point being the Point of Beginning; thence along three *3) new lines with Ryan's Family Steak Houses, Inc. as follows: (1) North 54 deg. 50 min. 41 sec. West 124.55 feet to an existing iron pipe and (2) North 35 deg. 09 min. 19 sec. East 218.48 feet to an existing iron pipe and (3) South 54 deg. 50 min. 41 sec. East 111.58 feet to an existing iron pipe in the margin of the right of way of South Carolina Highway Number 165; thence along and with the margin of the right of way of South Carolina Highway Number 165 South 31 deg. 45 min. 26 sec. West for 218.85 feet to the Point of Beginning and containing 0.59 acres, more or less; LESS, HOWEVER, that certain portion of the property heretofore taken for highway purposes.

Being the same 0.59 acres conveyed to Zebra Properties, LLC by deed of Ryan's Family Steak Houses, Inc. dated July 23, 1999, recorded July 29, 1999, in the RMC Office for Horry County in Book 2172 Page 555.

LESS AND EXCEPT all of that property conveyed in Deed recorded in Book 2298 at Page 1137 of the Horry County Public Registry.

#405

ALL AND SINGULAR, all that certain piece, parcel or tract of land located in Socastee Township, Horry County, South Carolina, containing 0.114 ACRES \pm and being more particularly shown and designated as "QUIT-CLAIM PARCEL 2" on that certain map or plat entitled "SURVEY OF PROPOSED BEAVER RUN BOULEVARD RIGHT-OF-WAY FOR WYATT DEVELOPMENT COMPANY, INC." prepared by Survey Technology, Inc. dated April 11, 1997, and recorded January 7, 1998 in Plat Book 152, at Page 213, records of Horry County, South Carolina.

AND

ALL AND SINGULAR, all that certain piece, parcel or tract of land located in Socastee Township, Horry County, South Carolina, containing 0.015 ACRES \pm and being more particularly shown and designated as "QUIT-CLAIM PARCEL 3" on that certain map or plat entitled "SURVEY OF PROPOSED BEAVER RUN BOULEVARD RIGHT-OF-WAY FOR WYATT DEVELOPMENT COMPANY, INC." prepared by Survey Technology, Inc. dated April 11, 1997, and recorded January 7, 1998 in Plat Book 152, at Page 213, records of Horry County, South Carolina.

#454

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN NORTH AUGUSTA, AIKEN COUNTY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AS (LOT 2 PHASE 2 SHOPPES AT NORTH AUGUSTA) AND CONTAINING 2.213 ACRES ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY FOR FORTRESS REALTY MANAGEMENT, 1275 KNOX AVENUE, AIKEN COUNTY, NORTH AUGUSTA, SOUTH CAROLINA, (FIRE MOUNTAIN)" DATED 7/6/06 BY SITE DESIGN, INC. WITH THE FOLLOWING METES AND BOUNDS TO WT:

BEGINNING AT AN OLD 5/8" REBAR IRON PIN LOCATED ON THE EASTERN RIGHT OF WAY OF KNOX AVENUE (U.S. HIGHWAY 25 BY-PASS) AND THE NORTHERN RIGHT OF WAY OF SHOPPES WAY AT THEIR INTERSECTION, THENCE RUNNING ALONG SAID RIGHT OF WAY OF KNOX AVENUE N 09-13-46 E 222.74 FEET TO AN OLD 5/8" REBAR IRON PIN AT THE JOINT CORNER OF WRS, INC. PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF WRS, INC. PROPERTY S 80-22-11 E 232.47 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING N 09-36-51 E 153.12 FEET TO A "X" SET IN CONCRETE ON THE SOUTHERN RIGHT OF WAY OF COMMERCE DRIVE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S 80-43-22 E 50.90 FEET TO A 5/8" REBAR IRON PIN SET, THENCE TURNING AND RUNNING N 89-42-11 E 44.16 FEET TO A "X" SET IN CONCRETE LOCATED ON THE NORTHWESTERN END OF A SIGHT FLARE FOR COMMERCE DRIVE AND WAY OF PEACE, THENCE TURNING AND RUNNING ALONG SAID SIGHT FLARE S 45-17-49 E 35.36 FEET TO A 5/8" REBAR IRON PIN SET ON THE WESTERN RIGHT OF WAY OF WAY OF PEACE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY S 00-17-49 E 72.62 FEET TO A "X" SET IN CONCRETE, THENCE TURNING AND RUNNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 463.50 FEET AND A CHORD BEARING AND DISTANCE OF S 20-31-05 W 220.08 FEET TO AN OLD 5/8" REBAR IRON PIN BENT, THENCE TURNING AND RUNNING S 33-15-31 W 88.11 FEET TO AN OLD 5/8" REBAR IRON PIN BENT LOCATED ON THE NORTHEASTERN END OF A SIGHT FLARE FOR WAY OF PEACE AND SHOPPES WAY, THENCE TURNING AND RUNNING ALONG SAID SIGHT FLARE S 75-35-28 W 44.84 FEET TO AN OLD 5/8" REBAR IRON PIN LOCATED ON THE NORTHERN RIGHT OF WAY OF SHOPPES WAY, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N 56-41-10 W 22.94 FEET TO AN OLD 5/8" REBAR IRON PIN, THENCE TURNING AND RUNNING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 176.00 FEET AND A CHORD BEARING AND DISTANCE OF N 68-37-18 W 73.86 FEET TO A "X" SET, THENCE TURNING AND RUNNING N 80-45-58 W 155.56 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN LAWYERS TITLE INSURANCE CORPORATION TITLE COMMITMENT NO. 100925 BEARING AN EFFECTIVE DATE OF JUNE 25, 2006 REVISED JULY 27, 2006.

#137

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF EASLEY, PICKENS COUNTY, STATE OF SOUTH CAROLINA, AND CONTAINING 3.217 ACRES ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY FOR FORTRESS REALTY MANAGEMENT, 6410 CALHOUN MEMORIAL HIGHWAY, PICKENS COUNTY, EASLEY, SOUTH CAROLINA, (RYAN'S)" DATED 7/08/06 BY SITE DESIGN, INC. WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD 5/8" REBAR IRON PIN LOCATED ON THE NORTHERN RIGHT OF WAY OF U.S. HIGHWAY 123 BY-PASS CALHOUN MEMORIAL HIGHWAY AND THE JOINT CORNER OF DIANE H. HUTTON PROPERTY NOW OR FORMERLY, SAID IRON PIN ALSO BEING LOCATED 180'+/- FROM THE WESTERN RIGHT OF WAY OF SOUTH E. STREET, THENCE RUNNING ALONG SAID RIGHT OF WAY S 75-17-15 W 215.27 FEET TO A NAIL SET AT THE JOINT CORNER OF ANTHONY CHAMPLIN PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF THE CHAMPLIN PROPERTY N 37-57-00 W 225.39 FEET TO AN OLD 3/4" OPEN TOP IRON PIN, THENCE TURNING AND RUNNING S 44-08-41 W 98.93 FEET TO AN OLD 3/4" SOLID ROD AT THE JOINT CORNER OF TERRY W. CALDWELL PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE CALDWELL PROPERTY N 83-41-09 W 100.05 FEET TO AN OLD 3/4" CRIMP TOP IRON PIN, THENCE TURNING AND RUNNING N 05-56-55 E 158.47 FEET TO AN OLD 1/2" REBAR IRON PIN LOCATED ON THE SOUTHERN RIGHT OF WAY OF AVOALON CIRCLE, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N 80-22-55 E 75.00 FEET TO A 5/8" REBAR IRON PIN SET, THENCE TURNING AND RUNNING N 40-52-28 E 99.83 FEET TO AN OLD 1" OPEN TOP IRON PIN, THENCE TURNING AND RUNNING N 29-12-18 E 34.92 FEET TO AN OLD 1" CRIMP TOP IRON PIN, THENCE TURNING AND RUNNING N 08-31-38 W 48.28 FEET TO AN OLD 1" CRIMP TOP IRON PIN AT THE JOINT CORNER OF THO K. STEPHENS PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF THE STEPHENS PROPERTY N 73-47-52 E 162.65 FEET TO AN OLD 1" OPEN TOP IRON PIN (BENT) ON THE LINE OF EDNA HARRIS MAULDIN PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE MAULDIN PROPERTY AND THE LINE OF JAMES E. CASSELL PROPERTY NOW OR FORMERLY S 35-48-52 E 107.33 FEET TO AN OLD BOLT AT THE JOINT CORNER OF RICHARD B. REEVES PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE REEVES PROPERTY S 21-18-49 E 81.03 FEET TO AN OLD 1/2" REBAR IRON PIN AT THE JOINT CORNER OF LARRY E. STEWART PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE STEWART PROPERTY S 21-05-28 E 92.36 FEET TO AN OLD 3/4" SOLID ROD AT THE JOINT CORNER OF DIANE H. HUTTON PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE HUTTON PROPERTY S 20-17-45 E 195.77 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN LAWYERS TITLE INSURANCE CORPORATION TITLE COMMITMENT NO. 100946 BEARING AN EFFECTIVE DATE OF JUNE 27, 2006 REVISED JUNE 28, 2006.

#262

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN NORTH MYRTLE BEACH, HORRY COUNTY, STATE OF SOUTH CAROLINA, AND CONTAINING 2.753 ACRES ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY FOR FORTRESS REALTY MANAGEMENT, 3607 HIGHWAY 17, HORRY COUNTY, NORTH MYRTLE BEACH, SOUTH CAROLINA, (RYAN'S)" DATED 6/11/06 BY SITE DESIGN, INC. WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A POINT LOCATED ON THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 17 KINGS HIGHWAY AND THE WESTERN RIGTH OF WAY OF 36TH AVENUE SOUTH, THENCE RUNNING ALONG SAID RIGHT OF WAY OF 36TH AVENUE SOUTH S 24-09-07 E 351.21 FEET TO AN OLD 3/4" OPEN TOP IRON PIN LOCATED ON THE NORTHERN RIGHT OF WAY OF POINSETT STREET, CROSSING OVER A 5/8" REBAR IRON PIN SET AT 10.00 FEET, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY OF POINSETT STREET S 71-25-39 W 305.80 FEET TO AN OLD 5/8" SOLID ROD IN CONCRETE AT THE JOINT CORNER OF RICHARD F. KING, JR. PROPERTY NOW OR FORMERLY, THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING ALONG THE LINE OF THE KING PROPERTY N 36-07-16 W 137.17 FEET TO AN OLD 1" OPEN TOP IRON PIN AT THE JOINT CORNER OF GASTHAUS, INC. PROPERTY NOW OR FORMERLY, THENCE TURNING AND RUNNING ALONG THE LINE OF THE GASTHAUS PROPERTY N 34-50-43 W 20.21 FEET TO AN OLD 1/2" OPEN TOP IRON PIN, THENCE TURNING AND STILL RUNNING ALONG THE LINE OF THE GASTHAUS PROPERTY AND THE LINE OF JOHN N. AND ANGELA N. KALTSOUNIS PROPERTY NOW OR FORMERLY N 35-43-48 W 209.76 FEET TO A POINT LOCATED ON THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 17 KINGS HIGHWAY CROSSING OVER A 5/8" REBAR IRON PIN SET AT 199.76 FEET, THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY N 72-00-31 E 206.12 FEET TO AN "X" SET IN CONCRETE, THENCE TURNING AND RUNNING N 71-05-19 E 174.45 FEET TO THE POINT OF BEGINNING.

All that certain piece, parcel or tract of land, together with any improvements thereon, shown as the Outparcel on a Summary Plat of White Horse Commons prepared for WD of Greenville (WH), L.L.C. by Freeland & Associates, Inc. dated August 26, 1998, last revised November 9, 1998, as recorded in the official land records of Greenville County, South Carolina on November 16, 1998 at Volume 38L, Pages 75A and 75B, and being more particularly described as follows:

Commencing at a PK nail located at the intersection of the centerline of West Marion Road (36' right-of-way) and the northeastern right-of-way of White Horse Road (U.S. Hwy. 25 By-Pass) (75' right-of-way); thence with the northeastern right-of-way of White Horse Road being a curve to the right having a radius of 1570.15 feet, an arc length of 76.14 feet and a chord bearing and distance of S 64-06-17 E for 76.13 feet to a point at the intersection of the northeastern right-of-way of White Horse Road and the southeastern right-of-way of West Marion Road; thence continuing with said curve to the right having a radius of 1570.15 feet, an arc length of 367.08 feet and a chord bearing and distance of S 56-01-05 E for 366.25 feet to an iron pin; thence continuing with the northeastern right-of-way of White Horse Road S 49-20-19 E for 364.69 feet to a point; thence S 49-20-19 E for 44.80 feet to a point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way of White Horse Road with the line of the Shops Tract the following courses and distances: N 05-03-11 W for 35.80 feet to a point; thence N 39-13-58 E for 208.28 feet to a point; thence N 83-34-32 E for 16.76 feet to a point; thence S 50-46-03 E for 135.49 feet to a point; thence N 39-13-57 E for 108.38 feet to a point; thence N 54-31-33 E for 93.42 feet to a point; thence S 50-46-03 E for 112.80 feet to a point; thence with the line of Waco Childers S 39-35-02 W for 121.47 feet to an iron pin; thence with the line of Avtex Partners S 43-14-27 W for 329.63 feet to an iron pin on the northeastern right-of-way of White Horse Road; thence with the northeastern right-of-way of White Horse Road N 49-20-19 W for 235.93 feet to a point, being the TRUE POINT OF BEGINNING. Said tract contains 2.124 acres or 92,532 square feet, more or less.

303-237.3-1-2.6

The Real Estate described above was conveyed to Grantor by a certain Special Warranty Deed dated January 21, 1999, recorded in Book 1813, Page 874 in the RMC Office for Greenville, County, South Carolina on January 21, 1999.

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TRACT 1:

ALL that piece, parcel of lot of land located on Clemson Blvd., in Anderson County, prepared according to a plat by Charles K. Dunn, dated March 16, 1978, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the right of way of South Carolina Highway No. 76, Clemson Blvd., and running thence with the property of the Grantors, S. 36-45 W. 395 feet to an iron pin; thence with the property of Dr. J.H. Young, N. 53-15 W., 167.5 feet to an iron pin; thence with property of Auree M. McPhail, N. 36-45 E. 395 feet to an iron pin at the right of way of said Highway No. 76; thence along said right-of-way, S. 15-53 E. 167.5 feet to the beginning corner.

LESS AND EXCEPT the following:

A 255 square feet of land being a portion of the property reflected in Deed Book 19-U, Page 25 and 26 and recorded in Anderson County and described as follows:

Within 45 feet of the survey centerline at survey station 181+73.5 (P.L.) and continuing on a transition to 50 feet at survey station 188.00 (present 50 feet, property line being 183+41) on the left of Route 76 survey. Also herein granted is permission to extend construction slopes beyond the right of way with the understanding no land is being granted for the slopes. Land herein described is more particularly shown on sheet 15 of plans for this project.

TRACT 2:

All of Grantor's right, title, interest, duties, responsibilities, benefits and burdens as set out in a certain Declaration of Easements and Restrictions by and between North Hills Commons, L.L.C and Grantor dated August 11, 1998 and recorded August 14, 1998 in Book 3055, pages 157 through 168 in the Anderson County, South Carolina, Public Registry.

TMS #: Portion of 121-05-03-004

GRANTEE ADDRESS: 405 Lancaster Avenue, Greer, South Carolina 29650

ADDRESS FOR TAX NOTICES: CBIZ Property Tax Solutions, Inc., PMB 383, 820 South MacArthur Street, Suite 105-383, Coppell, Texas 75019

TRACT 3:

ALL AND SINGULAR, that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Anderson County, South Carolina, and being more particularly shown as Parcel 8 and Tract B on a map entitled "Subdivision Plat for North Hills Commons, LLC" prepared by Precision Land Surveying, Inc, dated July 10, 1998, and recorded on August 12, 1998, in the Office of the Clerk of Court for Anderson County, in Plat Slide 917 at Pages 1 and 2.

BEING a portion of the property conveyed to the Grantor by W. Edward Myers and the Estate of W. Frank Myers by deed recorded immediately prior to the recordation of this deed.

TMS. A portion of 121-05-03-002.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS TRACT 5 ON A PLAT ENTITLED "PLAT SHOWING RE-SUBDIVISION OF TRACTS 5 & 6 TRACT 5 PROPERTY OF RYAN'S FAMILY STEAK HOUSES, INC. AND TRACT 6 PROPERTY OF COMSTOCK & RYAN'S PARTNERSHIP LOCATED CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, S.C." MADE FEBRUARY 24, 1987, BY ALBERT HEATLEY, JR., REGISTERED LAND SURVEYOR, SAID PLAT BEING RECORDED IN THE R.M.C. OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK BM, PAGE 60. SAID TRACT OF LAND HAS SUCH SIZE, SHAPE, METES, BOUNDS, LOCATION AND DIMENSIONS AS ARE SHOWN ON SAID PLAT.

IT IS THE INTENTION OF THE GRANTOR TO CONVEY THE STRIP OF LAND SHOWN ON SAID PLAT AS BEING 20 FEET WIDE BY 130 FEET LONG ENCOMPASSED WITHIN TRACT 5 AND BEING FORMERLY A PART OF TRACT 6, AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PLAT SHOWING SUBDIVISION OF TMS 478-03-00-088 INTO TRACTS 1, 2, 3, 4, 5 AND 6 PROPERTY OF RIVERS AVENUE ASSOCIATES ABOUT TO BE CONVEYED TO COMSTOCK AND RYAN'S PARTNERSHIP LOCATED CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, S.C." MADE MARCH 27, 1986 BY ALBERT HEATLEY, LAND SURVEYOR, AND RECORDED IN THE R.M.C. OFFICE FOR CHARLESTON COUNTY ON APRIL 4, 1986 IN BOOK BH, PAGE 101. TRACT 5 AS SHOWN ON THE AFOREMENTIONED PLAT IS OWNED BY RYAN'S FAMILY STEAK HOUSES, INC.

THIS BEING A PORTION OF THE PROPERTY CONVEYED TO THE GRANTOR HEREIN BY DEED OF CONVEYANCE FROM RIVERS AVENUE ASSOCIATES, A GENERAL PARTNERSHIP, DATED APRIL 21, 1986, RECORDED APRIL 22, 1986 IN BOOK K-153, PAGE 437 IN THE R.M.C. OFFICE FOR CHARLESTON COUNTY, S.C.

TMS# 478-03-00-101

LESS AND EXCEPT THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND IN PLAT BOOK CA AT PAGE 1 AND AS CONVEYED IN BOOK K195 AT PAGE 20 OF THE CHARLESTON COUNTY PUBLIC REGISTRY.

LESS AND EXCEPT THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND IN PLAT BOOK BP AT PAGE 135 AND AS CONVEYED IN BOOK W170 AT PAGE 379 OF THE CHARLESTON COUNTY PUBLIC REGISTRY.

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, said lot of land having the following metes and bounds: Commencing at a #5 Rebar Iron Pin found at the intersection of the Southern right of way of Millbrook Avenue and the Western right of way of Whiskey Road thence turning and running along the Western right of way of Whiskey Road South 23 degrees 47 minutes 34 seconds East for a distance of 175.05 feet to a P/K Nail found thence turning and running South 23 degrees 46 minutes 42 seconds East for a distance of 174.99 feet to a 1" crimp top pipe known as the "Point of Beginning" (P.O.B.), thence S 23°52'12" E for a distance of 243.54' to a 1½" open top pipe; thence S 64°54'49" W for a distance of 394.37' to a #5 Rebar Set; thence N 24°15'58" W for a distance of 233.30' to a 1" Angle-Iron; thence N 33°47'51" E for a distance of 41.74' to a ¾" Crimp Top Pipe; thence N 66°43'11" E for a distance of 360.64 to a 1" Crimp Top Pipe; returning to the "Point of Beginning" (P.O.B.).

Being the same property conveyed unto Ryan's Family Steak Houses, Inc. by deed of Mildred Owens dated July 30, 1999, recorded July 30, 1999, in Title Book 1900 Page.175, Records of Aiken County at 1250 hours.

TOGETHER WITH those easement(s) and rights contained in the Cross Access and Storm Water Drainage Easement Agreement recorded in Book 993 at Page 41 of the RMC for Aiken County.

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ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Charleston, Charleston County, South Carolina, being shown and designated as Tract "C" 5.817 Acres (253,368 Sq.Ft.) as shown on a "PLAT SHOWING TRACT C PROPERTY OF SUNRISE CONSTRUCTION CORPORATION LOCATED ST. ANDREWS BLVD. (S.C. HWY.61) CITY OF CHARLESTON, CHARLESTON COUNTY, S.C." dated November 25, 1987, made by Davis & Floyd, Inc., recorded in the RMC Office for Charleston County in Plat Book BP, Page 147. Said Tract "C" has such size, shape, metes, bounds, locations and dimensions as are shown on said plat and is contained within the letters A,B,C,D,E,F,G,H,J,A as shown on said plat.

Said Tract "C" is conveyed subject to a 15' ingress egress easement along its southeastern boundary line in common with Tract "B", as shown on said plat, which ingress egress easement shall be used together with the 15'- 25' ingress egress easement shown on the adjoining Tract "B" exclusively by the owners of Tracts "C" and "B", their heirs, successors, assigns and invitees.

ALSO, ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Charleston, Charleston County, South Carolina, being shown and designated as Tract "B" 2.683 Acres (116,879 Sq.Ft.) as shown on a "PLAT SHOWING TRACT B PROPERTY OF RYANS FAMILY STEAK HOUSES, INC. LOCATED ST. ANDREWS BLVD. (S.C. HWY.61) CITY OF CHARLESTON, CHARLESTON COUNTY, S. C." dated December 18, 1987, made by Davis & Floyd, Inc., recorded in the RMC Office for Charleston County in Plat Book BQ, Page 36. Said Tract "B" has such size, shape, metes, bounds, locations and dimensions as are shown on said plat and is contained within the letters A,B,C,D,E,F,G,H,A as shown on said plat.

Said Tract "B" is conveyed subject to a 15' - 25' ingress egress easement along its northwestern boundary line in common with Tract "C", as shown on said plat, which ingress egress easement shall be used together with the 15' ingress egress easement shown on the adjoining Tract "C" exclusively by the owners of Tracts "C" and "B", their heirs, successors, assigns and invitees.

RESERVING HOWEVER, unto the Grantors, their successors and assigns, the right to use, in common with the owners of Tracts "C" and "B" above described, the ingress egress easements covering Tracts "C" and "B", which right of ingress and egress hereby reserved shall be for the benefit of the present and future owners of a tract of land measuring approximately 2 acres, identified as "Athletic Fitness Club 2.0 Acres (Approx.)" shown outlined in red on Exhibit "A" attached hereto. It is the intention hereby to reserve the use of said ingress egress easement over so much of the property owned by the Grantors adjoining the property hereby conveyed as is presently zoned by the City of Charleston for General Business.

The property above described is a portion of the property conveyed to the Grantors herein by the following deeds:

1. Deed of Herbert J. Butler and William O. Hanahan, Jr. dated January 15, 1986, recorded in the RMC Office for Charleston County in Book C-151, Page 834.
2. Deed of Ellen W. Carroll, Sylvia W. Rosebrock, Janice W. Dolbier a/k/a Janis W. Dolbier, and Jerry W. Weber dated March 12, 1986, recorded in the RMC Office for Charleston County in Book L-152, Page 427.

Grantee's Address: 405 Lancaster Avenue, Greer, S. C. 29651

TMS Nos. 418-10-00-033

418-10-00-030

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LESS AND EXCEPT that parcel of land conveyed by recording in Book W221 at Page 380 of the Charleston County Public Registry.

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40. Greer, Greenville County, SC

Tract 1:

All that piece, parcel or tract of land situate, lying and being in the City of Greer, Township of Chick Springs, County of Greenville, State of South Carolina, on the southern side of S.C. Highway 101 (West Pointsett Street), as shown according to a "Survey for Ryan's Family Steak Houses, Inc." prepared by Wolfe & Huskey, Inc., dated July 25, 1984, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-T at Page 49. According to said plat, the within property consists of 1.92 acres.

The above-described Real Estate was conveyed to Grantor by deed of Douglas O. Taylor, James H. Taylor and William T. Taylor, dated August 10, 1984, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1219 at page 269.

Tract 2:

All that piece, parcel or lot of land lying, being and situate on the north side of Lancaster Avenue (formerly King Street), in the City of Greer, Township of Chick Springs, County of Greenville, State of South Carolina, designated as Lot No. 9 of the property of R. B. Taylor, et al., according to survey and plat thereof made by H.S. Brockman, Surveyor, dated April 17, 1952, recorded in the RMC Office for Greenville County, S.C., in Plat Book T at Pages 422-423, reference to which plat is made for a more particular description.

ALSO, ALL that piece, parcel or lot of land lying, being and situate on the south side of Old National Highway No. 29 near the western limits of the Town of Greer, in School District No. 235, Greenville County, South Carolina, being a portion of Lot No. 71 of the W. H. Brockman Estate as shown on a plat thereof made by Dalton & Neves, dated June, 1926, and is more particularly described in a deed from J. H. Benson, et al., to Patricia M. Burns Yarborough, et al., dated June 20, 1952, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 458 at page 41, reference to which deed is made for a particular description.

The above Real Estate is also described and shown on a plat entitled "Survey for Ryan's Family Steak Houses, Inc.," prepared by Wolfe & Huskey, Inc., dated July 25, 1984, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 10-T at Page 49, and is shown thereon as the private paved road adjoining other Real Estate of Grantor and runs from West Pointsett St. to Lancaster Avenue.

The above described Real Estate was conveyed to Grantor by deed of H.P. McManus, dated August 10, 1984, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1219, Page 267.

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Tract 3:

All that piece, parcel or tract of land situate, lying and being in the City of Greer, Township of Chick Springs Township, County of Greenville, State of South Carolina, on the southern side of S.C. Highway 101 (West Pointsett Street) and shown and designated as Parcel "C" shown on plat prepared for the City of Greer by Blue Ridge Land Surveying, Inc. dated June 5, 1998 and revised September 28, 1998, and recorded in the RMC Office for Greenville County in Plat Book 39-K at Page 54. Said parcel contains 0.11 acres. Reference to said plat is hereby craved for a more complete description.

The above described Real Estate was conveyed to Grantor by Deed of the City of Greer, dated February 3, 1999, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1817, Page 743.

Tract 4:

All that piece, parcel or tract of land situate in the City of Greer, Township of Chick Springs, County of Greenville, State of South Carolina on the western side of a new cut street and being shown and designated as Parcel "B" on plat prepared for the City of Greer by Blue Ridge Land Surveying, Inc. dated June 5, 1998 and revised September 28, 1998, and recorded in the RMC Office for Greenville County in Plat Book 39-K at Page 54. Said parcel contains 0.17 acres. Reference to said plat is hereby craved for a more complete description.

The above described Real Estate was conveyed to the Grantor by Deed of the City of Greer, dated February 3, 1999, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1817, Page 751.

Tract 5:

All that piece, parcel or tract of land situate, lying and being in the City of Greer, Township of Chick Springs, County of Greenville, State of South Carolina, on the southern side of S.C. Highway 101 (West Pointsett Street) and being shown and designated as Parcel "D" shown on plat prepared for the City of Greer by Blue Ridge Land Surveying, Inc. dated June 5, 1998 and revised September 28, 1998, and recorded in the RMC Office for Greenville County in Plat Book 39-K at Page 54. Said parcel contains 0.42 acres. Reference to said plat is hereby craved for a more complete description.

The above described property was conveyed to the Grantor by Deed of the City of Greer, dated February 3, 1999, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1817, Page 747.

There is excepted here from the following described Real Estate more particularly described in a certain Quitclaim Title to Real Estate from Grantor to the City of Greer, dated

February 3, 1999, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1817, Page 753 and further described as follows:

All that piece, parcel or lot of land lying, being and situate on the north side of Lancaster Avenue (formerly King Street), in the City of Greer, Township of Chick Springs, County of Greenville, State of South Carolina and being shown and designated as Parcel "A" shown on that plat prepared for the City of Greer by Blue Ridge Land Surveying, Inc. dated June 5, 1998 and last revised on September 28, 1998 and recorded in the RMC Office for Greenville County in Plat Book 39-K at Page 54. Said parcel contains 0.19 acres. Reference to said plat is hereby craved for a more complete description.

Parcel I:

ALL that certain piece, parcel or tract of land situate, lying and being in the City of West Columbia, in School District No. 2, in the County of Lexington, State of South Carolina, being a portion of the property shown on plat recorded in the RMC Office for Lexington County, S.C., in Plat Book 176-G at Page 93, Plat No. 178, and being more particularly shown and designated according to a plat prepared for Ryan's Family Steak Houses, Inc., by Baughman Land Surveyors, Inc., dated August 14, 1982, which plat is recorded in the RMC Office for Lexington County, S.C., in Plat Book 189-B at Page 31A, Plat No. _____, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the eastern side of U.S. Hwy. 21, 321, 176 at the joint corner of property herein described and property now or formerly belonging to Yonce, which iron pin is approximately 190.03 feet south of the intersection of U.S. Hwy. 21, 321, 176 with Long Street, and running thence along said highway N. 16-03 E. 150.03 feet to a new iron pin; thence in a new line through property of the grantor S. 74-01 E. 187.84 feet to a new iron pin on the western side of Grover Street; thence along said street S. 16-03 W. 150.03 feet to an old iron pin at the corner of property now or formerly belonging to Yonce; thence along the line of the Yonce property N. 74-01 W. 187.84 feet to an old iron pin on the eastern side of U.S. Hwy. 21, 321, 176, the point of beginning.

Parcel II:

ALL that certain piece, parcel or tract of land being shown and designated as Parcel "B" containing 0.49 Acres on a "TOPOGRAPHIC AS-BUILT PREPARED FOR RYAN'S FAMILY STEAK HOUSE" made July 19, 1989 by United Design Services, Inc. and being described as follows:

Beginning at an iron pin at the intersection of the Eastern right-of-way of U. S. Highway 321 and the Southern right-of-way of Long Street, thence running along the latter right-of-way S 73° 58' 56" E for 388.04' to an iron pin at the Western right-of-way of Grover Street; thence turning and running along said right-of-way, S 16° 05' 02" W for 50.01' to an iron pin; thence turning and running N 73° 58' 52" W for 388.00' to an iron pin on the Eastern right-of-way of U.S. Highway 321, thence turning and running N 16° 03' 17" E for 50.00 to the point of beginning. Said parcel contains 0.49 acres.

#392

All that certain piece, parcel or lot of land, with the improvements thereto, if any, situate, lying and being located in the County of Lexington, State of South Carolina, and being shown on a plat of survey prepared for Ryan's Family Steak Houses, Inc. by Cox and Dinkins, Inc., dated October 9, 1997, revised November 6, 1997, to be recorded, having the following boundaries and measurements:

BEGINNING at a 5/8" rebar located at the southwest quadrant of the intersection of Sunset Boulevard (U.S. Highway No. 378) and Libby Lane; thence running along the southern right-of-way of Sunset Boulevard for the following measurements and distances:

N-53-41-32 E for a distance of 119.59 feet to a 1/2" rebar, thence N-54-46-18E for a distance of 90.13 feet to a 1/2" rod; this being the Point of Beginning (P.O.B.) thence turning and running S-16-39-28E along property of now or formerly Elizabeth M. Rauch for a distance of 570.57 feet to a 1/2" rod; thence turning and running S73-07-44W along property now or formerly Lexington Downs apartments for a distance of 215.92 feet to a 1/2" rod; thence turning and running N16-20-35W for a distance of 512.30 feet to a 1/2" rod; thence turning and running along the southern right-of-way of Sunset Boulevard with a curve line for an arc distance of 221.19 feet and a radius of 2899.43 feet with a chord bearing of N57-50-52E for a chord distance of 221.14 feet to a 1/2" rod, this being the Point of Beginning (P.O.B.).

327

All that certain piece, parcel or tract of land lying, situate and being in the County of Orangeburg, State of South Carolina, more particularly shown and delineated on a plat prepared for Ryan's Family Steak Houses by Donald J. Smith, Jr., Inc., approved by Donald J. Smith, RLS, dated July 1, 1994 and recorded in the office of the RMC for Orangeburg County in Plat Book 702, page 478 bounded and measuring as follows: Commencing at the intersection of U. S. 178 and S-38-1633; thence S58d25'04"E for a distance of 298.52' to a rebar located on the right of way of U. S. 178, said rebar being the southwest corner of the Tract of land shown on a topographic survey prepared for Ryan's Family Steak Houses, Inc. by Donald J. Smith, Jr., Inc. dated July 1, 1994 and is the true point of beginning; thence N48d03'18"E along the lands of the First Southern Methodist Church for a distance of 469.95; to a rebar; thence S42d55'31"E for a distance of 34.13' to a rebar; thence S27d32'02"E for a distance of 20.99' to a rebar; thence S25d15'27"E for a distance of 10.32' to a rebar; thence S61d10'53" for a distance of 19.36' to a rebar; thence S36d07'04"E for a distance of 14.73' to a rebar; thence S37d33'27"E for a distance of 16.99' to a rebar; thence N75d09'40"E for a distance of 12.15' to a rebar; thence S31d11'54"E for a distance of 27.68' to a rebar; thence S32d29'52"W for a distance of 27.58' to a rebar; thence S36d29'26"W for a distance of 22.44' to a rebar; thence S34d43'17"W for a distance of 16.57' to a rebar; thence S49d59'50"E for a distance of 20.73' to a rebar; thence S64d45'26"E for a distance of 13.52' to a rebar; thence S80d08'59"E for a distance of 29.87' to a rebar; thence N85d27'17"E for a distance of 19.84' to a rebar; thence S68d56'32"E for a distance of 26.40' to a rebar; thence S55d37'49"E for a distance of 25.78' to a rebar; thence S16d56'22"W for a distance of 29.57' to a rebar; thence S43d19'29"W for a distance of 18.21' to a rebar; thence S31d00'52"W for a distance of 28.61' to a rebar; thence S85d36'49"E for a distance of 31.42 to a rebar; thence S15d46'51"E for a distance of 22.94' to a rebar; thence S26d54'50"W for a distance of 81.84' to a rebar; thence S06d31'36"W for a distance of 51.64' to a rebar; thence S06d04'13"W for a distance of 31.41' to a rebar; thence S54d02'15"E for a distance of 91.01' to a rebar; thence S42d21'33"W along the lands of C.F. Evans, Et al. for a distance of 244.53' to a rebar; thence N47d06'26"W along the right of way of U.S. 178 for a distance of 558.96' to the true point of beginning.

This being a portion of the property conveyed to East Coast Properties, a South Carolina General Partnership by Garden City Broadcasting Company, Inc., also known as Garden City Broadcasting, Inc., in a deed dated September 24, 1993 and recorded in the office of the RMC for Orangeburg County in Deed Book 596, page 231.

The aboved referenced deed having been corrected showing this being a portion of the property conveyed to East Coast Properties, a South Carolina General Partnership by Garden City Broadcasting Company in a deed dated September 29, 1994, and recorded in the office of the RMC for Orangeburg County in Deed Book 0609, page 1633.

327

1. **Less and Except a lot containing .695 acres and being shown in Plat Book C75 at page 2 and C136 at page 10 granted by Ryan's Family Steak House, Inc. to Boom, Inc. dated 03-16-98 and recorded 03-16-98 in Deed Book 689 at page 301.**
2. **Less and Except a lot containing 1.67 acres and being shown in Plat Book C145 at page 6 granted by Ryan's Family Steak House, Inc. to Zebra Properties, LLC dated 07-20-99 and recorded 07-23-99 in Deed Book 767 at page 87.**

EXHIBIT A-XVIII

TENNESSEE PROPERTY

SITUATE in District No. Four (4) of Hamblen County, Tennessee, and within the corporate limits of the City of Morristown, Tennessee, and being Lot No. 1 in Crockett Square Subdivision, a subdivision to Hamblen County, Tennessee, as shown by map of said subdivision of record in Plat Cabinet H, Slides 108 and 109, in the Hamblen County Register's Office, said lot being more particularly bounded and described as follows:

BEGINNING at an iron pin located at the intersection of the southern right of way of U.S. Highway 25E (South Davy Crockett Parkway, variable width right of way) and the eastern right of way of College Park Road (100 foot right of way); thence along the southern right of way of U.S. Highway 25E, North 33 deg. 57 min. 34 sec. East, 279.79 feet to an iron pin; thence leaving said right of way along the common line of Lot 2, South 55 deg. 27 min. 15 sec. East, 211.44 feet to an iron pin on the northern side of a 60 foot reserved strip (access drive); thence along said northern side of the 60 foot reserved strip, South 34 deg. 32 min. 45 sec. West, 271.52 feet to an iron pin; thence continuing along said northern side with a curve to the right having a radius of 220.00 feet, an arc length of 110.82 feet and a chord bearing and distance of South 48 deg. 58 min. 34 sec. West, 109.65 feet to an iron pin; thence with a curve to the right having a radius of 50.00 feet, an arc length of 84.02 feet and a chord bearing and distance of North 68 deg. 26 min. 51 sec. West, 74.48 feet to an iron pin on the eastern right of way of College Park Road; thence along said eastern right of way, North 20 deg. 18 min. 06 sec. West, 94.03 feet to an iron pin; thence with a curve to the right having a radius of 75.00 feet, an arc length of 71.01 feet and a chord bearing and distance of North 08 deg. 50 min. 13 sec. East, 68.39 feet to an iron pin on the southern right of way of U.S. Highway 25E, to the point of BEGINNING, containing 1.771 acres or 77,141 square feet, more or less, as shown on plat of survey prepared by Freeland and Associates, Inc., dated May 11, 2002, revised June 18, 2002.

BEING the same property conveyed to Ryan's Family Steak House East, Inc., by deed from Morristown Certified Properties, L.P., dated October 16, 2002, of record in Book 908, page 169, in the Hamblen County Register's Office.

TOGETHER WITH the easement and rights shown on the aforesaid survey plat and as set forth in the Easement with Covenants and Restrictions Affecting Land ("ECR"), of record in Book 758, page 186; as amended by instruments of record in Book 886, page 754 and Book 908, page 156, all in the Hamblen County Register's Office, including without limitation, common area pedestrian and vehicle easements, storm drainage rights, and parking easements.

#360

In the First Civil District of Cumberland County, Tennessee and within the corporate limits of the City of Crossville, bounded and described as follows: (Lot 6A of Woodmere Properties IV)

Beginning on an iron pin set on the northeast intersection of Highway 127 and Interstate Drive, said pin referenced by State Plane Coordinates of N = 581,856.014 feet and E = 2,284,457.089 feet (1927 N.A.D.); thence along the right-of-way of U.S. Highway 127, N 3 deg. 01' 02" W a distance of 200.01 feet to an iron pin set for this survey (originally a 6 inch concrete monument); thence N 77 deg. 34' 30" E a distance of 505.18 feet to an iron pin, a corner of M.S. Morgan (Deed Book 356, page 657); thence S 18 deg. 42' 01" E a distance of 50.03 feet to an iron pin; thence S 08 deg. 57' 36" E a distance of 180.15 feet to an iron pin set on the north right-of-way of Interstate Drive; thence S 81 deg. 02' 24" W a distance of 533.42 feet to the point of beginning, containing 2.567 acres according to a survey made December 18, 1995 by Michael V. Stump, RLS No. 784.

Being the same property conveyed to Ryan's Family Steak Houses, Inc. by Deed of record in Book D503, Page 721, Register's Office for Cumberland County, Tennessee.

#337

Being Tract 1 of NORIC PLACE as shown on the plat recorded in Plat Cabinet B, Slide 171, Register's Office of Putnam County, Tennessee.

THE PREVIOUS AND LAST CONVEYANCE being a Deed from the Estate of Mary Sue Dye Keller to Noric, Inc. of record in Warranty Deed Book 355, Page 699, Register's Office of Putnam County, Tennessee.

Together with those easement rights set forth in:

- A. Easement for permanent water flow and drainage recorded in Warranty Deed Book 355, Page 701, Register's Office of Putnam County, Tennessee.**
- B. Reciprocal Easement Agreement recorded in Warranty Deed Book 355, Page 711, Register's Office of Putnam County, Tennessee.**

#308

SITUATED in District No. Two (2) of Anderson County, Tennessee, within the corporate limits of the City of Oak Ridge, Tennessee, being known and designated as Parcel 485.22, Resubdivision of Parcel 485.07 to create Parcel 485.22, Block 19-CA, as shown on the plat of same of record in Plat Cabinet 4, Envelope 186B, in the Anderson County Register's Office, and being more particularly described as follows:

BEGINNING at a point in the east right of way line of South Tulane Avenue, said point being a roadway Station P.C. 5+59.84, said station being located 569.84 feet northeast of the centerline of South Illinois Avenue; thence to the left with the arc of a curve of radius equals 3859.4 feet (having a chord of North 45 deg. 28 min. East, 57.28 feet) an arc distance of 57.28 feet to a point in Access #2 of Oak Ridge Mall; thence leaving South Tulane Avenue and with Access #2 and to the right with the arc of a curve of radius equals 35.00 feet (having a chord of South 82 deg. 08 min. East, 39.34 feet) an arc distance of 41.78 feet; thence South 47 deg. 56 min. East, 171.49 feet to a point; thence to the right with the arc of a curve of radius equals 35.00 feet (having a chord of South 01 deg. 28 min. 30 sec. East, 50.74 feet) an arc distance of 56.76 feet to a point in the Perimeter Road of Oak Ridge Mall; thence with the Perimeter Road of Oak Ridge Mall, South 44 deg. 59 min. West, 247.42 feet; thence leaving the Perimeter Road, North 88 deg. 18 min. West, 57.30 feet; thence North 45 deg. 19 min. West, 201.89 feet to a point in the east right of way line of South Tulane Avenue; thence with South Tulane Avenue, North 45 deg. 52 min. East, 233.04 feet to the point of BEGINNING, and containing 1.73 acres, more or less.

BEING the same property conveyed to Ryan's Family Steak Houses, Inc., a South Carolina corporation, by Special Warranty Deed from Crown American Properties, L.P., dated December 10, 1993, of record in Deed Book T-18, page 714, in the Anderson County Register's Office.

#307

TRACT 1:

SITUATED in District No. Three of Bradley County, Tennessee, within the corporate limits of the City of Cleveland, Tennessee, and being designated as Tract No. Four (4) of Crown American Corporation's Bradley Square Mall, recorded in Plat Book 6, Page 152, in the Register's Office of Bradley County, Tennessee, and being more fully described as follows:

TO FIND THE POINT OF BEGINNING commence at a point in the West right of way of North Lee Highway, said point being located 475 feet, more or less, in a Southwesterly direction along said right of way from the centerline of Old Walker Valley Road, said point having Tennessee Grid Coordinate values of North 269,903.960 and East 2,345,165.834; thence continuing with the right of way of North Lee Highway, South 40 degrees 31 minutes 00 seconds West, 306.45 feet; thence continuing and to the right with the arc of a curve of radius equals 80.11 feet, having a chord of South 65 degrees 23 minutes 40 seconds West, 73.23 feet, and an arc distance of 76.06 feet to a point in the line of Kelly; thence with Kelly, North 49 degrees 44 minutes 00 seconds West, 96.87 feet to a point in the East right of way line of Paul D. Huff Parkway; thence with Paul D. Huff Parkway, North 43 degrees 41 minutes 00 seconds West, 109.03 feet to the point of BEGINNING; thence from said point of BEGINNING continuing with the North line of Paul D. Huff Parkway, North 43 degrees 41 minutes 00 seconds West, 299.90 feet to a point corner to Tract No. 3; thence with Tract No. 3, North 46 degrees 18 minutes 47 seconds East 292.31 feet to a point; thence South 49 degrees 37 minutes 00 seconds East 310.00 feet to a point; thence South 47 degrees 48 minutes 15 seconds West, 324.46 feet to the point of BEGINNING.

TOGETHER WITH Declaration of Easements as set out in Deed Book 352, Page 738, amended in Misc. Book 237, Page 326, in the Register's Office of Bradley County, Tennessee.

The foregoing description was prepared from the survey of Ben S. Adams, R.L.S. No. 80. The Surveyor's address is 106 Administration Road, Oak Ridge, Tennessee 37830.

The Source of Grantor's interest is found in Deed recorded in Deed Book 352, Page 749, in the Register's Office of Bradley County, Tennessee.

TRACT 2:

Controlled access easements as set forth in Deed Book 286, page 328 and Deed Book 286, Page 335

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Schedule C Description

LAND in Rutherford County, Tennessee, being Lot No. 8, on the Plan of the Resubdivision Plat of Murfreesboro Towne Centre, Lot 1 of the Thomas W. Garrett Subdivision, and Lot 3 of the Resubdivision of Lots 2 and 3, Stones River Farms Subdivision, as shown on plat of record in Plat Book 21, page 9, in the Register's Office for Rutherford County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Ryan's Family Steak Houses, Inc., a South Carolina corporation by Deed of record in Book 623, Page 634 and Book 486, page 477, Register's Office for Rutherford County, Tennessee.

Also being described as follows:

All that tract or parcel of land containing 3.21 acres more or less situated, lying and being in Rutherford County, Tennessee, being Lot No. 8, on the Plan of the Resubdivision Plat of Murfreesboro Towne Centre, Lot 1 of the Thomas W. Garrett Subdivision, and Lot 3 of the Resubdivision of Lots 2 and 3, Stones River Farms Subdivision, as shown on plat of record in Plat Book 21, page 9, in the Register's Office for Rutherford County, Tennessee, and being more particularly described as follows:

Commence at the intersection of the South right-of-way margin of South Frontage Road, being a service road and part of Old Fort Parkway, and the Northeast Corner of Lot No. 7, on the Plan of the Resubdivision Plat of Murfreesboro Towne Centre, Lot 1 of the Thomas W. Garrett Subdivision, and Lot 3 of the Resubdivision of Lots 2 and 3, Stones River Farms Subdivision, as shown on plat of record in Plat Book 21, page 9, in the Register's Office for Rutherford County, Tennessee, said point being the point of a curve to the right having a radius of 5919.60 feet; thence run along said curve to the right and along the South right-of-way margin of South Frontage Service Road a chord bearing of South 89°16'53" West and a chord distance of 56.77 feet to a point, said point being the True Point of Beginning; thence run South 03°03'52" West for a distance of 30.00 feet to a point; thence run South 86°56'06" East for a distance of 10.00 feet to a point; thence run South 03°03'52" West for a distance of 87.90 feet to a point; thence run South 08°20'15" West for a distance of 313.78 feet to a point, said point being the point of a curve to the right having a radius of 80.00 feet; thence run along said curve to the right a chord bearing of South 52°07'14" West and a chord distance of 114.67 feet to a point; thence run North 52°06'48" West for a distance of 220.45 feet to a point; thence run North 07°16'54" East for a distance of 468.35 feet to a point being on the South right-of-way margin of South Frontage Service Road and is the point of a curve to the left having a radius of 5919.60 feet; thence run along said curve to the left and along said right-of-way margin a chord bearing of South 89°06'07" East and a chord distance of 280.69 feet to a point and back to the True Point of Beginning.

Land containing 139967.16 sq. ft. and 3.21 acres.

Together with easement rights as set forth in Book 623, Page 648.

#247

Land lying in the Sixth (6th) Civil District of Montgomery County, Tennessee, being more particularly described as follows:

BEING OUTLOT NO. 2 ON THE PLAT OF AUSTIN SQUARE SHOPPING CENTER, as shown by plat of record in Plat Book 13, Page 10, Plat 10 & 10A, ROMCT. Said real estate is subject to the terms, matters and conditions as shown on said plat and is more particularly described as follows, to wit:

Beginning at a point in the west right of way of U.S. Highway 79, said point of beginning lying 239.77 feet north of the intersection of the north right of way of Needmore Road and the west right of way of U.S. Highway 79 as measured along said west right of way; thence leaving said west right of way and on a new line, north 67 degrees 52 minutes 55 seconds west, 236.55 feet to a point; thence on another new line, north 23 degrees 45 minutes 50 seconds east, 424.55 feet to a point; thence on another new line, south 67 degrees 52 minutes 19 seconds east, 240.01 feet to a point in said west right of way; thence with said west right of way along a curve to the right, said curve having a delta of 02 degrees 07 minutes 20 seconds, a radius of 5669.57 feet, a tangent of 105.01 feet for a length of 210.00 feet to a point of tangency; thence continuing with said west right of way, south 24 degrees 45 minutes 20 seconds west 214.65 feet to the point of beginning and containing 2.334 acres, more or less.

Being the same property conveyed to Ryan's Family Steak Houses, Inc. by Deed of record in Book V469, Page 942, Register's Office for Montgomery County, Tennessee.

#224

Land lying in Davidson County, Tennessee, being more particularly described as follows:

BEING Lot No. 1, on the Plat of Jackson's Courtyard, of record in Book 6900, page 835, Register's Office for Davidson County, Tennessee.

BEGINNING at a point situated in the southerly margin of Lebanon Pike; thence along the southerly margin of Lebanon Pike, N 46 deg. 45' 00" E, 246.73 feet to a point; thence leaving the southerly margin of Lebanon Pike, around a curve to the left having a central angle of 11 deg. 14' 50", a radius of 25.0 feet, a length of 4.91 feet, a tangent of 2.46 feet and a chord which bears S 45 deg. 33' 30" E, 4.90 feet to a point; thence, S 51 deg. 10' 55" E, 90.44 feet to a point; thence, around a curve to the right having a central angle of 44 deg. 22' 30", a radius of 26.41 feet, a length of 20.45 feet, a tangent of 10.77 feet and a chord which bears S 28 deg. 59' 40" E, 19.95 feet to a point; thence, S 06 deg. 48' 44" E, 101.81 feet to a point; thence, around a curve to the right having a central angle of 45 deg. 20' 03", a radius of 21.55 feet, a length of 17.05 feet, a tangent of 9.00 feet and a chord which bears S 15 deg. 51' 34" W, 16.61 feet to a point; thence S 38 deg. 31' 53" W, 190.79 feet to a point; thence, N 51 deg. 28' 07" W, 49.20 feet to a point; thence, N 46 deg. 45' 02" E, 44.45 feet to a point; thence, N 52 deg. 03' 57" W, 185.00 feet to the point of beginning, and containing 49,207.86 square feet.

Being the same property conveyed to Ryan's Family Steak Houses, Inc. by Deed of record in Book 7780, Page 940, Register's Office for Davidson County, Tennessee.

#136

Ryan's Subdivision as shown on plat of record in Plat Book 168, Page 22, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

TOGETHER WITH access easement of record at Instrument No. HJ 4257 and Instrument No. HR 3448, in the Register's Office of Shelby County, Tennessee.

#122

LOCATED IN THE CITY OF CHATTANOOGA OF HAMILTON COUNTY, TENNESSEE:

Lot Two (2), Chrysler Realty Corporation Subdivision as shown on plat of record in Plat Book 44, Page 177, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH Easement Agreement as set out in Book 2972, Page 315, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH Easement Agreement as set out in Book 3529, Page 545, in the Register's Office of Hamilton County, Tennessee.

The Source of Grantor's interest is found in Deeds recorded in Book 2969, Page 466, Book 3100, Page 683 and in Book 3529, Page 543, in the Register's Office of Hamilton County, Tennessee.

SITUATED in the Fifth (5th) Civil District of Sevier County, Tennessee, within the City of Sevierville, Tennessee, being all of that certain parcel of land shown and designated on a survey by Ronnie L. Sims, entitled "Re-subdivision of Lot 01, Lot 2R and Additional Land, Granny's River Bottom, Phase 1," dated May 9, 2002, of record in Map Book 33, Page 167, Register's Office, Sevier County, Tennessee, and also being shown on a survey by Freeland and Associates, Inc., entitled "ALTA/ACSM Land Title Survey for Ryan's Steak Houses East, Inc.," dated May 16, 2002, and being more particularly bounded and described as follows:

TO FIND THE POINT OF BEGINNING commence at a point located at the intersection of the southern right of way of River Boulevard North (50.00 foot right of way) and the western right of way of Winfield Dunn Parkway (U.S. Highway 66, variable width right of way); thence along said western right of way of Winfield Dunn Parkway, South 42 deg. 23 min. 33 sec. East, 83.30 feet to a point; thence with a curve to the left, having a radius of 3,349.05 feet, an arc length of 85.77 feet, and a chord bearing and distance of South 25 deg. 12 min. 16 sec. East, 85.77 feet to an iron pin, the iron pin being a common corner with Lot 3R, Granny's River Bottom (Kaymon, LTD Partners #3, Warranty Deed Book 632, Page 505) and being the point of BEGINNING; THENCE FROM THE POINT OF BEGINNING, continuing along the western right of way of Winfield Dunn Parkway with a curve to the left, having a radius of 3,349.05 feet, an arc length of 221.16 feet, and a chord bearing and distance of South 27 deg. 49 min. 49 sec. East, 221.12 feet to an iron pin; thence South 17 deg. 37 min. 07 sec. East, 89.80 feet to an iron pin; thence leaving said right of way along the common line of Frank G. Bohanan and Gary A. Helton (Warranty Deed Book 643, Page 786), South 64 deg. 43 min. 11 sec. West, 331.23 feet to an iron pin; thence along the common line of the Future Development of Granny's River Bottom (Three B Partners, Warranty Deed Book 628, Page 696), North 28 deg. 22 min. 11 sec. West, 475.76 feet to an iron pin on the southern right of way River Boulevard North; thence along said southern right of way, North 64 deg. 41 min. 28 sec. East, 30.04 feet to an iron pin; thence leaving said right of way along the common line of the aforementioned Lot 3R, Granny's River Bottom, the following two courses and distances: South 28 deg. 21 min. 05 sec. East, 165.62 feet to an iron pin; thence North 64 deg. 41 min. 05 sec. East, 320.09 feet to an iron pin on the western right of way of Winfield Dunn Parkway marking the point of BEGINNING. Said tract contains 2.571 acres or 111,968 square feet, more or less.

BEING the same property conveyed to Ryan's Family Steak Houses East, Inc., a Delaware Corporation, by deed from Three B Partners, a Tennessee General Partnership, having as its sole general partners, Raymond E. Bible; Barbara I. Bible; Gean Ann B. Sing, formerly Gean Ann Bible, also known as Gean Ann Bible Sing; Kathryn B. Moore, formerly Deborah Kathryn Bible, also known as Deborah Kathryn Bible Moore; and Samuel Edward Bible, dated October 17, 2002, of record in Book 1544, Page 442, Register's Office, Sevier County, Tennessee.

Access rights as set forth in together with/Schedule B-2 #9

BEING a 1.510, more or less, acre tract of land and lying in the Ninth (9th) and Nineteenth (19th) Civil Districts of Blount County and the Fourth (4th) Ward of the City of Alcoa, Tennessee and being Lot 6R of the Resubdivision Plat of Lots 4, 5 and 6 of the Final Plat of Lots 1 through 10 Subdivision of the Alcoa Associates, L.P. Properties, Ronald J. and Barclay H. Ogle properties and a portion of Fontella H. Eggers and Frank M. Eggers, II properties, which is of record in Map File 1429A, of the Register's Office of Blount County, Tennessee and being more particularly described as follows:

Commencing at a point located on the southerly margin of Louisville Road, said point maintaining Station 27 + 68.3, 48 feet right of centerline, as shown on sheets Number 5 of the Plans of the Present Layout-Louisville Road, dated 1995 and prepared by Wilbur Smith Associates, said point of commencement lying 231.7 feet, more or less, westerly of the centerline intersection of said Louisville Road and State Highway 129; thence with said margin of said State Highway 129, South 11 deg. 27 min. 03 sec. East a distance of 297.36 feet to an existing iron pin; thence continuing South 11 deg. 27 min. 03 sec. East a distance of 433.27 feet to an existing iron pin in the common dividing line of Lot 6 and Lot 2, as referred on the Final Plat of Lots 1 thru 10 Subdivision of the Alcoa Associates, L.P. Properties, Ronald J. and Barclay H. Ogle properties and a portion of the Fontella H. Eggers and Frank M. Eggers, II properties, which is of record in Map File 1293B of said Register's Office, said point being the Point of BEGINNING; thence continuing with said margin of State Highway 129, South 11 deg. 27 min. 13 sec. East a distance of 32.26 feet to an existing iron pin located at the Northeasterly limits of City of Alcoa right of way acquired for a slip ramp off of State Highway 129; thence with the common line of said City of Alcoa right of way the following calls: South 05 deg. 31 min. 37 sec. East a distance of 148.51 feet to an existing iron pin, said point being the most easterly common corner of the previously platted Lots 5 and 6 of the aforementioned Final Plat of Lots 1 thru 10 Subdivision of the Alcoa Associates, L.P. properties, Ronald J. and Barclay H. Ogle properties and a portion of the Fontella H. Eggers and Frank M. Eggers, II properties; thence continuing South 05 deg. 35 min. 13 sec. East a distance of 103.31 feet to an iron pin set, said point being the most easterly common corner of Lots 5R and 6R of the aforementioned Resubdivision Plat of Lots 4, 5 and 6 of the Final Plat of Lots 1 through 10 Subdivision of the Alcoa Associates, L.P. properties, Ronald J. and Barclay H. Ogle properties and a portion of Fontella H. Eggers and Frank M. Eggers, II properties; thence leaving said City of Alcoa right of way with the common line of said Lots 5R and 6R, South 78 deg. 32 min. 38 sec. West a distance of 218.18 feet to an iron pin set on the most easterly margin of Hunter's Crossing Drive, said point also being the most westerly common corner of said Lots 5R and 6R; thence with said easterly margin of Hunter's Crossing Drive the following calls: North 11 deg. 27 min. 42 sec. West a distance of 102.81 feet to an existing iron pin, said point being the most westerly common corner of said previously platted Lots 5 and 6; thence continuing North 11 deg. 27 min. 31 sec. West a distance of 179.94 feet to an existing iron pin, said point being the most northwesterly corner of the herein described tract and being on the common dividing line of the herein described tract and said Lot 2; thence with the common line of said Lot 2, North 78 deg. 32 min. 38 sec. East a distance of 244.10 feet to the Point of BEGINNING, containing 1.510 acres according to survey of Benchmark Surveying, Inc., Benjamin J. Mooman, RLS No. 1501, dated May 29, 1998 and bearing Job No. 98-016.

THERE IS ALSO CONVEYED all easements rights as contained in Easements with Covenants and Restrictions Affecting Land, dated October 4, 1995, between Wal-Mart Stores, Inc., Alcoa Associates, L.P. and Frank M. Eggers, II, Trustee, et al, of record in Misc. Book 129, page 640; as amended by First Amendment of record in Misc. Book 138, page 61; as amended by Second Amendment of record in Misc. Book 142, page 738 and amended by Third Amendment of record in Misc. Book 158, page 115, all in the Blount County Register's Office.

BEING the same property conveyed to Ryan's Family Steak Houses, Inc., by deed from Alcoa Associates, L.P., a Tennessee Limited Partnership, dated November 18, 1998, recorded in Deed Book 620, page 6, in the Blount County Register's Office.

EXHIBIT A-XIX

TEXAS PROPERTY

#220
Continued

Commencing at the Northeast corner of the said MALL OF THE MAINLAND TRACT, thence North $89^{\circ} 16' 44''$ West, a distance of 1347.20 feet to a $1/2''$ I.R.; thence North $71^{\circ} 23' 11''$ West a distance of 2138.31 feet to a $1/2''$ I.R.; thence South $00^{\circ} 23' 30''$ West a distance of 796.68 feet along the easterly line of FM 2004 to a $1/2''$ I.R. and the point of beginning of the following easement description:

Said easement being normal to and to the right of the following described lines.

- 1) Thence along a 40.00 foot wide portion of easement S $89^{\circ} 36' 30''$ E a distance of 35.00 feet to a point;
- 2) Thence along a 13.00 foot wide portion of easement S $89^{\circ} 36' 30''$ E a distance of 233.49 feet to a point;
- 3) Thence along a 30.00 foot wide portion of easement and also along a curve to the left having a radius of 300.00 feet a distance of 248.26 feet to a point;
- 4) Thence along a 20.00 foot wide portion of easement S $61^{\circ} 11' 58''$ W a distance of 333.97 feet to a point;
- 5) Thence along a 20.00 foot wide portion of easement N $00^{\circ} 23' 30''$ E a distance of 403.02 feet to the point of terminus.

Note: All opposite sidelines are to be extended or shortened and to terminate at the point of intersect with the sidelines of the next or previous described line.

and/or

Extended or shortened and to start or terminate at the same property line as the corresponding described line.

As recorded under Clerk's File number 9346673

Site 305

Tract II

ALL that certain tract or parcel of land part of the Susannah Buttler Survey, Abstract 86 and the M. M., Long Survey, Abstract 561 of Smith County, Texas, being all of Lot 22 and part of Lots 22-E and 32 of New City Block 1013 Land part of Lot 2-B of New City Block 1559 and also being all of that certain called Tract Three and part of the certain called Tract One as described in a deed from William Sheehy Trustee, to James S. Robertson, Substitute Trustee, dated February 7, 1989 and recorded in Volume 2883, page 650 and being part of that certain called Tract One as described in a deed from George W. Pirtle to Robert S. Pirtle, dated August 24, 1981 and recorded in Volume 1899, Page 195, both the above referenced deeds being recorded in the Land Records of Smith County, Texas, said tract to be more completely described as follows, to wit:

BEGINNING at a ½ inch iron rod (set) in the east right-of-way line of U.S. Highway 69 (South Broadway) for the northwest corner of the above said called Tract Three and also be the northernmost southwest corner of the above mentioned Lot 2-B of Broadway Crossing Unit as recorded in Cabinet C, Slide 39-A of the Land Records of Smith County, Texas;

THENCE South 76 deg. 50 min. 00 sec. East, a distance of 224.24 feet to ½ inch iron rod (set) for corner;

THENCE South 13 deg. 10 min. 00 sec. West, a distance of 279.00 feet to ½ inch iron rod (set) for corner;

THENCE North 76 deg. 50 min. 00 sec. West, a distance of 226.76 feet to ½ inch iron rod (set) for corner in the east right-of-way line of said U.S. Highway 69 and being in the West line of the said Tract One;

THENCE North 13 deg. 41 min. 03 sec. East, with said east right-of-way line and the west lines of said called Tract Three and Tract One, a distance of 279.01 feet back to POINT OF BEGINNING and containing 1.444 acres of land.

TRACT II a 60' wide access easement as set forth on Plat of Broadway Crossing Unit 1 recorded in Cabinet C, Slide 25-A, Cabinet C, Slide 39-A, Cabinet C, Slide 55-A, Cabinet C, Slide 59-C and Cabinet C, Slide 60-D of the Plat Records of Smith County, Texas.

TRACT III Reciprocal Easement Agreement dated 9/8/92, recorded in Volume 3274, Page 839, Land Records of Smith County, Texas.

#278

All of Restricted Reserve A-A, being a replat of all of Restricted Reserve Outlot B, a portion of Restricted Reserve Outlot C, and a portion of Restricted Reserve B, Madeley Subdivision, according to the plat thereof, recorded in Cabinet G, Sheet 94-A and 95-B of the Map Records, Montgomery County, Texas.

#296

A 2.1883 acre (95,322 sq. ft.) tract of land located in Brazoria County, Texas being out of PLANTATION VILLAGE, SECTION 16, Volume 19, Pages 7-8, Brazoria County Public Records, said 2.1883 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe found on the South right-of-way line of State Highway 332; said point being at the Northeastery corner of the Plantation Village, Section 12, Volume 18, Page 237, Brazoria County Public Records and the Northwestery corner of Plantation Village, Section 16, Volume 19, Pages 7-8, Brazoria County Public Records;

THENCE, South 79 deg. 17 min. 03 sec. East, a distance of 1092.00 feet along said South right-of-way line to a found 1 inch iron pipe, for the POINT OF BEGINNING of the herein described tract;

THENCE, South 79 deg. 17 min. 03 sec. East, along said South line a distance of 69.24 feet to a 1/2 inch iron rod found for a point of curvature;

THENCE, in a Southeasterly direction following the arc of a curve to the right with a central angle of 62 deg. 56 min. 04 sec. a radius distance of 280.00 feet a long chord bearing South 47 deg. 49 min. 01 sec. East, 292.33 feet for a total arc length of 307.56 feet to a 1/2" inch iron rod found for a point of tangency;

THENCE, South 16 deg. 20 min. 59 sec. East along the Westerly line of State Highway 332 a distance of 179.88 feet to a 1 inch iron pipe set for corner;

THENCE, North 79 deg. 17 min. 03 sec. West, a distance of 400.42 feet to a 1 inch iron pipe set on the East line of a 22.879 acre tract in said Plantation Village, Section 16;

THENCE, North 10 deg. 42 min. 57 sec. East along said East Line a distance of 312.78 feet to the POINT OF BEGINNING and containing 2.1883 acres (95,324 sq. ft.) of land. more or less.

TRACT II:

Access rights as set forth in Access and Utility easement dated April 28, 1993 and filed on April 30, 1993 as Document Number 93-014944, Official Records, Brazoria County, Texas.

Policy Number Proforma

TRACT I (Fee Simple):

BEING a 1.934 acre (84,242 sf) tract of land lying in the F. Bigner Survey, Abstract No. 1, located in Beaumont, Jefferson, County, Texas, and being out of the residual of that certain 37.17 acre tract conveyed by SCI Acquisitions-Beaumont LC to Parkdale Place, Ltd as recorded in Deed under County Clerk's File 95-9531662 of the Official Public Records of Jefferson County, Texas, said 1.934 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete (C.A. Kohler) monument found marking the Northeast corner of said 37.17 acre tract and the herein described tract, said corner being located in the South line of Dowlen Road, a 100 foot (100') wide street right-of-way and also being the Northwest corner of that certain 0.428 acre tract conveyed to Michael Phelan, Trustee by deed recorded in Film Code No. 101-27-1233 of the Official Public Records of Jefferson County, Texas;

THENCE with the East line of said 37.17 acre tract passing the Northwest corner of South Parkdale Addition, plat of which appears in Volume 15, page 234 of the map Records of Jefferson County, Texas, and along the West line of said South Parkdale Addition, South 00 degrees 51 minutes 30 seconds East (S. 00 51' 30" E.) for a distance of 250.00 feet (250.00') to a 3/4 inch (3/4") iron rod found marking the Southeast corner of the herein described tract, said corner being the most Easterly Northeast corner of that certain 1.823 acre tract conveyed to Steven J. Stoma and Joe Stoma as recorded in Deed under County Clerk's File No. 97-9706242 of the Official Public Records of Jefferson County, Texas.

THENCE with the North line of the aforesaid 1.823 acre tract and the most Southerly line of the herein described tract, South 89 degrees 09 minutes 21 seconds West (S. 89 09' 21" W.) for a distance of 295.00 feet (295.00') to a 1/2 inch (1/2") iron rod found marking the Southeast corner of a 0.002 acre parcel of land conveyed to Steven J. Stoma and Joe Stoma as recorded under County Clerk's File No. 1999035790 and also being the point of curvature of a curve to the right, said curve having a central angle of 89 degrees 59 minutes 10 seconds (89 59' 10"), a radius of 20.00 feet (20.00'), along a chord of 28.28 feet (28.28') which bears North 45 degrees 51 minutes 30 seconds West (N. 45 51' 30" W);

THENCE along the Northeasterly line of the aforesaid 0.002 acre tract and said curve to the right for an arc distance of 31.42 feet to a 1/2 inch (1/2") iron rod found marking the point of tangency, said point being in the Easterly line of an existing Mutual Road Easement as described in Deed under County Clerk's File 97-9706243 of the Official Public Records of Jefferson County, Texas;

THENCE with the Easterly line of said road easement, South 00 degrees 51 minutes 30 seconds East (S. 00 51' 30" E.) for a distance of 2.00 feet (2.00') to a scribed "X" in concrete found marking the most Northerly Northeast corner of said 1.823 acre Stoma tract;

THENCE with the Easterly line of said road easement, South 00 degrees 51 minutes 30 seconds East (S. 00 51' 30" E.) for a distance of 2.00 feet (2.00') to a scribed "X" in concrete found marking the most Northerly Northeast corner of said 1.823 acre Stoma tract;

THENCE with the most Northerly North line of said 1.823 acre Stoma tract, 89 degrees 09 minutes 21 seconds West (S. 89 09' 21" W.) for a distance of 15.00 feet (15.00') to a PK Nail found in the centerline of a concrete drive and of the aforesaid road easement, marking the most Westerly Southwest corner of the herein described tract;

THENCE with the centerline of said concrete drive, said road easement, and the Westerly line of the herein described tract, North 00 degrees 51 minutes 30 seconds West (N. 00 51' 30" W.) for a distance of 6.50 feet (6.50') to a PK nail found marking the point of curvature for a curve to the left said curve having a central angle of 06 degrees 51 minutes 05 seconds (06 51' 05"), a radius of 500.00 feet (500.00') and along a chord of

Policy Number Proforma

39.75 feet (39.75') which bears North 04 degrees 17 minutes 02 seconds West (N. 04 17'02"W.);

THENCE along said curve to the left for an arc distance of 59.79 feet (59.79') to as scribed "X" in concrete found marking the point of tangency;

THENCE continuing along the centerline of said concrete drive, said road easement, and the Westerly line of the herein described tract, North 07 degrees 42 minutes 35 seconds West (N. 07 42'35" W.) for a distance of 80.58 feet (80.58') to a 60d nail found at the back of curb of a driveway median marking the most Westerly Northwest corner of the herein described tract;

THENCE North 82 degrees 17 minutes 25 seconds East (N. 82 17'25" E.) for a distance of 2.50 feet (2.50') to a scribed "X" in concrete found for corner;

THENCE with the most Easterly West line of the herein described tract, North 07 degrees 42 minutes 35 seconds West (N. 07 42'35"W.) for a distance of 85.91 feet (85.91') to a scribed "X" in concrete found marking the most Northerly Northwest corner of the herein described tract, said corner being in the Southerly line of Dowlen road, 100 feet (100') wide street right-of-way, and being in a curve to the right, said curve having a central angle of 01 degrees 22 minutes 05 seconds (01 22'05"), a radius of 1,099.13 feet (1,099.13') and a long chord of 26.24 feet (26.24') which bears North 88 degrees 35 minutes 53 seconds East (N.88 35'53"E.);

THENCE along said curve to the right for an arc distance 26.24 feet (26.24") a scribed "X" in concrete found for corner;

THENCE with the South line of Dowlen road and the North line of the herein described tract, North 89 degrees 09 minutes 21 seconds East (N. 89 09'21" E.) for a distance of 324.71 feet (324.71') to the PLACE OF BEGINNING.

TRACT II (Easement Estate):

That reciprocal and non-exclusive rights, easements, ingress, egress, parking and other purposes, created, demised, granted and described in and by that certain Reciprocal Easement Agreement for dated October 18, 1995, as set forth under County Clerk's File No. 9531361 and as amended by instruments recorded under County Clerk's File Nos. 9734158 and 2000025360, all in the Official Records of Real Property of Jefferson County, Texas.

TRACT III (Easement Estate):

The non-exclusive, perpetual easement, right-of-way and right of ingress and egress as set forth in that certain Mutual Road Easement and View Corridor recorded under County Clerk's File No. 9706243 of the Official Public Records of Real Property of Jefferson County, Texas.

TRACT IV (Easement Estate):

The non-exclusive, perpetual easement, right-of-way and right of ingress and egress as set forth in that certain Mutual Access Easement Agreement by and between Parkdale Place, Ltd. and Michael A. Phelan, Trustee, dated September 7, 1999, filed October 13, 2000, recorded on the County Clerk's File No. 2000039100 and re-filed on November 1, 2000 under County Clerk's File No. 2000041357, both in the Official Public Records of Real Property of Jefferson County, Texas.

SITE 475

Tract One:

Lot 2, Block 1, Rapfogel Addition, an Addition to the City of Burleson, JOHNSON County, Texas, according to the map or plat thereof recorded in Volume 9, Page 440, of the Plat Records of JOHNSON County, Texas and being more particularly described by metes and bounds as follows:

BEING the description of a portion of James W. Henderson Survey, Abstract No. 376, Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" rebar in the southeasterly right of way of U.S. Highway 174 for the west corner of Lot 3, Block 1, Wal-Mart Addition as filed in Volume 8, Page 148, Slide of the Plat Records of Johnson County, Texas, said rebar being the True Point of Beginning of the property being described;

THENCE S 45° 05' 00" E, 301.76 feet leaving the southeasterly right of way of U.S. Highway 174 to a found 5/8" rebar;

THENCE S 54° 17' 22" E, 98.69 feet to a set 5/8" rebar with cap;

THENCE S 39° 32' 00" W, 243.28 feet to a set 5/8" rebar with cap;

THENCE N 50° 28' 00" W, 398.58 feet to a set 5/8" rebar with cap in the southeasterly right of way of U.S. Highway 174;

THENCE N 39° 32' 00" E, 179.39 feet along the southeasterly right of way of U.S. Highway 174 to a set 5/8" rebar with cap;

THENCE continuing along the southeasterly right of way of U.S. Highway 174 a distance of 85.62 feet along the arc of a curve to the left whose radius is 11539.16 feet, whose central angle is 00° 25' 30" and whose long chord bears N 39° 19' 15" E, 85.62 feet to the True Point of Beginning of the property being described and containing 98,919 square feet or 2.2709 acres of land more or less.

Tract Two:

Easement Estate created by that certain Reciprocal Easement Agreement by and between Fire Mountain Restaurants, Inc. and Rapfogel Partners, Ltd., dated October 5, 2004, and recorded in/under Volume 3390, Page 858 of the Real Property Records of JOHNSON County, Texas.

EXHIBIT A-XX

VIRGINIA PROPERTY

#316

PARCEL I:

Located in the County of Montgomery, State of Virginia:

All that certain lot or parcel of land situate, lying and being in the Town of Christiansburg, Riner Magisterial District of Montgomery County, Virginia, on the westerly side of North Franklin Street (U. S. Route 460), more particularly bounded and described as follows, to-wit:

BEGINNING at a rod found in the westerly right of way line of North Franklin Street, U. S. Route 460, said point being S 26 deg. 24' 43" W 78.10 feet along said right of way line from the northeasterly corner of the New River Valley Mall property, thence with the said right of way line S 26 deg. 24' 43" W 330.90 feet to a rod set; thence leaving said right of way line and with the unsubdivided land of New River Valley Mall N 63 deg. 34' 46" W 239.39 feet to a rod set in the easterly line of New River Road; thence with said road on a curve to the left having a radius of 1273.59 feet, a delta angle of 8 deg. 54' 02", a tangent of 99.12 feet, a chord of 197.65 feet bearing N 22 deg. 30' 42" E, along the arc a length of 197.85 feet to a rod found at a point of compound curvature; thence on a curve to the left having a radius of 348.08 feet, a delta angle of 5 deg. 01' 28", a tangent of 15.27 feet, a chord of 30.51 feet bearing N 15 deg. 32' 57" E, along the arc a length of 30.52 feet to a rod found at a point of compound curvature; thence on a curve to the right, having a radius of 30.00 feet, a delta angle of 81 deg. 15' 13", a tangent of 25.74 feet, a chord of 39.07 feet bearing N 53 deg. 39' 50" E, along the arc a length of 42.54 feet to a rod found in the northerly line of the entrance road; thence with said road S 85 deg. 42' 33" E 50.06 feet to a rod found; thence on a curve to the right having a radius of 372.66 feet, a delta angle of 8 deg. 57' 12", a tangent of 29.18 feet, a chord of 58.18 feet bearing S 81 deg. 13' 57" E, along the arc a length of 58.24 feet to a rod found; thence S 76 deg. 45' 21" E 142.62 feet to the point of BEGINNING, and containing an area of 1.695 acres of land.

PARCEL II:

TOGETHER WITH a non-exclusive right of way and easement for the purpose of ingress and egress over New River Road and the existing entrances and exitways for vehicular traffic, extending from North Franklin Street to New River Road and from Virginia State Route 114 to New River Road, as shown upon a plat entitled "Final Plat of Subdivision of the New River Valley Mall", dated October 4, 1988, prepared by Anderson and Associates, Inc., of record in the Clerk's Office of the Circuit Court for the County of Montgomery, Virginia in Plat Book 15, Page 32.

PARCEL III:

FURTHER, TOGETHER WITH a non-exclusive easement for the purpose of parking vehicles as shown and designated as "Additional Parking Area" and "Cross Easement Parking" on a plat prepared by Shanks Associates, P.C., Roanoke, Virginia, dated November 5, 1993.

PARCEL IV:

FURTHER, TOGETHER WITH a non-exclusive drainage easement from the lands herein described unto lands retained by Crown American Financing Partnership, et al, as set out in Deed dated June 15, 1994, recorded in the aforesaid Clerk's Office in Deed Book 845, page 398.

#432

All that certain lot or parcel of land, situate, lying and being in the City of Fredericksburg, Virginia, consisting of 1.952 acres, more or less, as shown on that certain plat made by Reid, Bagby & Caldwell dated October 2, 2000, entitled "Plat of Subdivision", and recorded in the Clerk's Office of the Circuit Court of the City of Fredericksburg in Plat Book 11, pages 25 and 26 and more particularly described as follows:

BEGINNING at an iron rod found, said rod being a point of curvature on the western right-of-way of Carl D. Silver Parkway (variable width r/w); thence with said western right-of-way: 73.43' along the arc of curve to the right, having a radius of 1891.00', a delta of $02^{\circ} 13' 30''$ and a chord bearing and distance of $S 45^{\circ} 17' 28'' E 73.43'$ to an iron rod set, said rod being the true point of beginning; thence continuing with said western right-of-way: 261.66' along the arc of a curve to the right, having a radius of 1891.00', a delta of $07^{\circ} 55' 41''$ and a chord bearing and distance of $S 40^{\circ} 12' 53'' E 261.45'$ to an iron rod set; thence departing said right-of-way and through the Boulevard-Central Park Limited Partnership property (T.M. 291-4): $S 55^{\circ} 44' 02'' E 373.22'$ to an iron rod set; thence 81.50' along the arc of a curve to the left, having a radius of 200.00', a delta of $23^{\circ} 20' 48''$ and a chord bearing and distance of $S 44^{\circ} 03' 38'' W 80.93'$ to an iron rod set; thence $S 32^{\circ} 23' 14'' W 32.61'$ to an iron rod set, said rod lies on a northern line of the Town Center-Central Park Limited Partnership property (T.M. 291-16); thence departing said Town Center-Central Park Limited Partnership property (T.M. 291-16) and continuing through the aforementioned Boulevard Center-Central Park Limited Partnership property (T.M. 291-4): $N 07^{\circ} 41' 39'' E 411.03'$ to an iron rod set; thence 111.54' along the arc of a curve to the left, having a radius of 123.20', a delta of $51^{\circ} 52' 22''$ and a chord bearing and distance of $N 71^{\circ} 45' 28'' E 107.77'$ to an iron rod set; thence $N 45^{\circ} 49' 17'' E 78.09'$ to the true point of beginning containing 1.952 acres, more or less.

Being the same property conveyed unto Ryan's Family Steak Houses East, Inc., a Delaware corporation by instrument dated June 15, 2001 recorded June 18, 2001 as Instrument Number 010001192, from Boulevard-Central Park Limited Partnership, a Virginia limited partnership.

Together with the rights and easements granted under the certain Declaration of Easements, Covenants and Restrictions set forth in Book 318, Page 685; Book 321, Page 217 and as Instruments 010001191, 010001193, 010001194 and amended as Instrument No. 040000445.

EXHIBIT A-XXI

WASHINGTON PROPERTY

811

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 13 North, Range 19 E.W.M., described as follows:

Beginning at the Southeast corner of said subdivision;

thence South 89°59'40" West, along the South line thereof 363.13 feet to the Northeasterly right of way line of Main Street, said right of way line being 50 feet Northeasterly as measured perpendicular to the centerline thereof;

thence North 38°07'45" West, along said Northeasterly right of way line, 1154.56 feet to the True Point of Beginning;

thence North 51°52'15" East 20.28 feet;

thence along the arc of a curve concave to the left having a radius of 5.00 feet, a central angle of 90°00' and a length of 7.85 feet;

thence North 38°07'45" West 16.09 feet;

thence North 51°52'15" East 122.00 feet;

thence South 38°07'44" East 13.00 feet;

thence along the arc of a curve concave to the left having a radius of 5.00 feet, a central angle of 90°00' and a length of 7.85 feet;

thence North 51°52'15" East 2.64 feet;

thence along the arc of a curve concave to the left having a radius of 5.00 feet, a central angle of 90°00' and a length of 7.85 feet;

thence North 38°07'45" West 14.00 feet;

thence along the arc of a curve concave to the left having a radius of 5.00 feet, a central angle of 90°00' and a length of 7.85 feet;

thence South 51°52'15" West 13.00 feet;

thence North 38°07'45" West 72.00 feet;

thence North 51°52'15" East 13.00 feet;

thence along the arc of a curve concave to the left having a radius of 5.00 feet, a central angle of 90°00' and a length of 7.85 feet;

thence North 38°07'45" West 37.31 feet;

thence South 51°52'15" West 159.92 feet to the Northeasterly right of way line of Main Street;

thence South 38°07'45" East along said right of way line 141.40 feet to the True Point of Beginning.

Containing an area of 18,678 sq. ft.

Situated in Yakima County, State of Washington.

ASSESSOR'S PARCEL NO. 191332-34016

AREA CODE: 300

PROPERTY ADDRESS:

2513 Main Street

Union Gap, Washington 98903

TOGETHER WITH THOSE RIGHTS AS SET FORTH AS

Easements affecting a portion of said premises and for the purposes stated herein, and incidental purposes, for a parking area, common area, access, common building components, utilities and encroachments, and other rights, terms and conditions, covenants, restrictions and liens all as set forth in "Declaration of Establishment of Restrictions and Covenants Affecting Land", hereinafter called "REA", as recorded April 7, 1971, in Volume 796 of Official Records, Page 713, under Auditor's File Number 2246399, and amended by instruments recorded in Volumes 827 and 865 of Official Records, Pages 401 and 202, respectively, under Auditor's File Number 2272950 and 1305943,

EXHIBIT A-XXII

WEST VIRGINIA PROPERTY

#416

A certain tract of land situate in the City of Clarksburg, Clark District, Harrison County, West Virginia and more particularly described as follows:

BEGINNING at a point on the westerly right-of-way of Emily Drive, and being a common corner of Outlot 7 and the residual acreage of said Outlot 7; thence with a curve to the right having a delta angle of $04^{\circ} 56' 35''$, a radius of 1572.50 feet, a length of 135.67 feet and a chord bearing of South $29^{\circ} 14' 24''$ West, a distance of 135.62 feet to a point, said point being a common corner of said Outlot 7 and Outlot 8; thence leaving said Outlot 7 and with said Outlot 8 by a curve to the right having delta angle of $07^{\circ} 31' 14''$, a radius of 1572.50 feet, a length of 206.40 feet and a chord bearing of South $23^{\circ} 00' 30''$ West, a distance of 206.25 feet to a point, said point being a common corner of said Outlot 8 and Outlot 9; thence leaving said westerly right-of-way of Emily Drive and with a common line of said Outlot 8 and Outlot 9, North $64^{\circ} 08' 35''$ West, a distance of 266.64 feet to a point, said point being located on the easterly right-of-way of Interstate 79; thence leaving said common line of said Outlot 8 and Outlot 9 and with said easterly right-of-way of Interstate 79 for four calls, North $24^{\circ} 25' 36''$ East, a distance of 107.03 feet to a point; thence North $19^{\circ} 31' 10''$ East, a distance of 129.22 feet to a point, said point being a common corner of said Outlot 7 and Outlot 8; thence leaving said Outlot 8 and with said Outlot 7, North $37^{\circ} 33' 06''$ East, a distance of 100.21 feet to a point; thence North $40^{\circ} 32' 13''$ East, a distance of 8.09 feet to a point, said point being a common corner of said Outlot 7 and the residual acreage of said Outlot 7; thence leaving said easterly right-of-way of Interstate 79 and with said residual acreage of Outlot 7, South $64^{\circ} 08' 35''$ East, a distance of 238.98 feet to the PLACE OF BEGINNING, containing 2.07904 acres, more or less.

Together with rights of access, parking and utility easements as set forth in Declaration of Easements, Covenants and Restriction from Newpoints Plaza, Clarksburg, West Virginia recorded in Deed Book No. 1312, Page 19 and Declaration of Restrictions dated December 12, 2001, recorded in Deed Book No. 13334, Page 1171.

#418

All that certain parcel of land situate in the City of Charleston, Charleston South Annex District, Kanawha County, West Virginia and being more particularly bounded and described as follows:

Commencing at a brass disk monument found at centerline station 205+50 of U. S. Route 119 (State Project X-320-6-73.02); thence N. 20° 59' 36" E. 1762.50 feet to a 1/4 inch rebar found in the westerly controlled access right of way line of Route 119, the TRUE POINT OF BEGINNING, said rebar being a corner to Out Parcel 3 and Out Parcel 4, said rebar also being 159.51 feet left of and at right angle to centerline station 222+98.36; thence with the division line of Out Parcels 3 and 4, N. 62° 23' 50" W. 197.42 feet to a 5/8 inch rebar with plastic cap set in the easterly right of way line of RHL Boulevard (60' wide right of way); thence with said right of way line the following two bearings and distances: N. 27° 36' 10" E. 195.00 feet to a 5/8 inch rebar with plastic cap set, corner to Out Parcel 4 and Out Parcel 5; N. 27° 36' 10" E. 172.58 feet to a 5/8 inch rebar with plastic cap set, corner to Out Parcel 5 and Out Parcel 6; thence with the division line of said out Parcels 5 and 6, S. 72° 43' 12" E. 201.40 feet to a 5/8 inch rebar with plastic cap set corner to said Out Parcels 5 and 6 and WVDOT Exchange Parcel 3; thence with said Exchange Parcel 3 the following two bearings and distances: S. 75° 38' 39" E. 34.33 feet to a 5/8 inch rebar with plastic cap set; S. 68° 39' 38" E. 24.74 feet to a 5/8 inch rebar with plastic cap set in the westerly controlled access right of way line of said Route 119, 113.19 feet left of and at right angle to centerline station 227+15.99; thence with said controlled access right of way line and continuing with said Exchange Parcel 3 the following three bearings and distances: S. 29° 09' 23" W. 181.09 feet to a 5/8 inch rebar with plastic cap set 113.00 feet left of and at right angle to centerline station 225+33.24; S. 52° 35' 04" W. 43.22 feet to a 5/8 inch rebar with plastic cap set 130.01 feet left of and at right angle to centerline station 224+93.51; N. 62° 23' 50" W. 35.23 feet to a 5/8 inch rebar with plastic cap set, 165.22 feet left of and at right angle to centerline station 244+92.40, said rebar also being a corner to said Out Parcels 4 and 5; thence continuing with said controlled access right of way line S. 27° 42' 22" W. 194.04 feet to the point of BEGINNING.

TOGETHER WITH those easement rights as more fully set forth in the lease from THF-D Charleston Development Limited Liability Company to Ryan's Family Steak Houses East, Inc., dated June 19, 2000, a Memorandum of which was recorded on June 29, 2000, in Lease Book 246, page 667.

#332

All those certain two (2) tracts of land situate on the waters of Cranberry Creek, on U. S. Route 19, Eisenhower Drive, in the City of Beckley, Raleigh County, West Virginia, and being more particularly bounded and described as follows:

TRACT 1:

BEGINNING at a point, said point being a common corner between Michael Jackson, a 0.34 acre tract, and White Oak Land Company, also being a corner to an unspecified uses (s) easement reserved by said White Oak Land Company; thence leaving said easement and with the common line between Michael Jackson and White Oak Land Company N. 37° 31' 00" W. 146.07 feet to a point, the northeast corner of the Jackson tract, on the line of William Stanley, a 3.72 acre tract, said point being N. 54° 44' 38" E 100.08 feet from a steel rebar (found); thence leaving the Jackson line and with the Stanley line N. 54° 44' 38" E. 231.79 feet to a point, a corner to the proposed operating and maintenance easement of the Cranberry Creek Watershed Project; thence leaving the Stanley line and with the proposed Cranberry Watershed easement S. 58° 28' 38" E. 59.96 feet to a point; thence S. 44° 36' 20" E. 92.14 feet to a point on a curve on the aforementioned unspecified uses(s) easement; thence leaving the proposed Cranberry Watershed Easement and along a curve to the left with a radius of 355.00 feet and a chord of S. 59° 28' 30" W. 86.42 feet to a point of tangency; thence S. 52° 28' 40" W. 178.65 feet to the POINT OF BEGINNING, containing 0.822 acres, more or less.

TRACT 2:

BEGINNING at a point, said point being a common corner between White Oak Land Company and Mary Curtis Rapp, said point being located on the northeastern right of way line of U. S. Route 19 By-Pass (Eisenhower Drive); thence with the northeastern right of way line of U. S. Route 19 N. 37° 31' 00" W. 167.18 feet to a point, said point being a corner of an unspecified use(s) easement; thence leaving the said right of way and with the line of the unspecified use(s) easement N. 52° 29' 00" E. 278.65

feet to a point, said point being a point of curvature for said unspecified use(s) easement; thence along a curve to the right with a radius of 305.00 feet and a chord of N. 60° 32' 44" E. 85.55 feet to a point, said point being in the line of the proposed operating and maintenance easement of the proposed Cranberry Creek Watershed Project; thence leaving the unspecified use(s) easement and with the line of the Cranberry Watershed easement S. 30° 15' 23" E. 57.64 feet to a point; thence S. 35° 47' 07" E. 75.63 feet to a point; thence S. 54° 12' 53" W. 38.84 feet to a point; thence S. 74° 49' 01" E. 9.53 feet to a point in the line of White Oak Land Company and the aforementioned May Curtis Rapp; thence leaving the Cranberry Watershed easement and with the White Oak Land and Rapp line S. 49° 37' 31" W. 321.14 feet to the POINT OF BEGINNING, containing 1.286 acres, more or less.

Both tracts are shown on a map entitled "MAP SHOWING WHITE OAK LAND COMPANY'S TRACT 1 AND TRACT 2 SITUATE CITY OF BECKLEY - RALEIGH COUNTY, WEST VIRGINIA PREPARED BY LAWSON ENGINEERING & TECHNICAL SERVICES BECKLEY, WEST VIRGINIA SCALE 1"=40' OCTOBER 21, 1994 revised 12/13/94 revised 12/15/94" which said map is recorded in the office of the County Commission of Raleigh County in Map File 3-137.

Together with those rights granted unto Ryan's Family Steak Houses, Inc., for the purpose of ingress and egress to the above described property that portion of that certain unspecified use(s) easement, fifty (50) feet in width, which is adjacent to the above described Tracts 1 and 2, as shown on the above referenced map.

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NEW LOT 4
PROPERTY DESCRIPTION

SITUATED ALONG THE WESTERN MARGINAL LINE OF FOXCROFT AVENUE SOUTH, EAST OF INTERSTATE 81 AND APPROXIMATELY 1,000' NORTH OF WEST VIRGINIA NUMBERED HIGHWAY 48, IN THE CITY OF MARTINSBURG, BERKELEY COUNTY, WEST VIRGINIA.

LOT 4:

BEGINNING AT A REBAR FOUND IN THE WESTERN MARGINAL LINE OF FOXCROFT AVENUE SOUTH, CORNER TO LANDS OF MARTINSBURG, LLC, AS RECORDED IN DEED BOOK 547, AT PAGE 415, SAID REBAR STANDING N 37° 38' 45" E 16.67' FROM THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE, THENCE WITH THE WESTERN MARGINAL LINE OF SAID FOXCROFT AVENUE SOUTH BY A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA ANGLE OF 03° 28' 20", A RADIUS OF 4,042.02', A LENGTH OF 242.80', SUBTENDED BY A CHORD BEARING

1. S 16° 21' 31" W 242.56' TO A 5/8" REBAR W/CAP SET IN THE WESTERN MARGINAL LINE OF SAID FOXCROFT AVENUE SOUTH, CORNER TO LOT 3 OF VAN WYK ENTERPRISES, INC., AS RECORDED IN DEED BOOK 382, AT PAGE 130, THENCE WITH A LINE OF SAID LOT 3

2. N 77° 55' 02" W 291.77' TO A 5/8" REBAR W/CAP SET, CORNER TO SAID LOT 3 AND IN LINE OF LANDS OF LITTLE ENGINE LIMITED LIABILITY COMPANY, AS RECORDED IN DEED BOOK 559, AT PAGE 495, THENCE WITH LANDS OF SAID LITTLE ENGINE LIMITED LIABILITY COMPANY BY THE FOLLOWING TWO (2) COURSES

3. N 12° 50' 35" E 72.39' TO A 5/8" REBAR W/CAP SET, THENCE

4. N 07° 58' 50" E 203.28' TO 5/8" REBAR W/CAP SET, CORNER TO SAID LITTLE ENGINE LIABILITY COMPANY AND IN LINE OF LANDS OF SAID MARTINSBURG, LLC, THENCE WITH A LINE OF SAID MARTINSBURG, LLC

5. S 72° 03' 01" E 325.14' TO THE PLACE OF BEGINNING, CONTAINING 1.808 ACRES, MORE OR LESS, AS SHOWN ON A REPLAT OF FINAL PLAT FOR LOTS 3 & 4 OF VAN WYK ENTERPRISES, INC. DATED 01/27/00, BEARING MAP FILE No. A-345, AND RECORDED IN PLAT CABINET 8 AT SHEET 107

BEING PART OF THE SAME 40.94 ACRES CONVEYED TO VAN WYK ENTERPRISES, INC. BY MARY T. BRUMBACK ET AL ON AUGUST 15, 1984 AND RECORDED AMONG THE LAND RECORDS OF BERKELEY COUNTY, WEST VIRGINIA IN DEED BOOK 382, AT PAGE 130.

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SHARED ACCESS EASEMENT DESCRIPTION

BEGINNING AT A 5/8" REBAR W/CAP SET IN THE NORTHEAST MOST CORNER OF LOT 3 AND THE SOUTHEAST MOST CORNER OF LOT 4 AT THE WESTERN MARGINAL LINE OF FOXCROFT AVENUE SOUTH, THENCE WITH THE WESTERN MARGINAL LINE OF SAID FOXCROFT AVENUE SOUTH AND PART OF A LINE OF LOT 3 BY A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 0° 17' 02", A RADIUS OF 4,042.02', A LENGTH OF 20.02', SUBTENDED BY A CHORD BEARING

1. S 14° 29' 51" W 20.02' TO A POINT IN THE EASTERN MARGINAL LINE OF SAID FOXCROFT AVENUE SOUTH, THENCE BY A DIVISION LINE OF SAID LOT 3, BY THE FOLLOWING TWO (2) COURSES
2. N 77° 55' 02" W 28.02' TO A POINT, THENCE BY A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 2° 49' 23", A RADIUS OF 4,070.02', A LENGTH OF 200.54', SUBTENDED BY A CHORD BEARING
3. S 12° 55' 42" W 200.52' TO A POINT IN THE NORTHERN MARGINAL LINE OF THE ACCESS ROAD LEADING TO THE HAMPTON INN, THENCE WITH SAID NORTHERN MARGINAL LINE
4. N 78° 04' 30" W 25.00' TO A POINT IN THE SAID NORTHERN MARGINAL LINE, THENCE BY A DIVISION LINE OF SAID LOT 3 BY THE FOLLOWING THREE (3) COURSES, BY A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2° 52' 58", A RADIUS OF 4,095.02', A LENGTH OF 208.05', SUBTENDED BY A CHORD BEARING
5. N 12° 57' 17" E 208.03' TO A POINT, THENCE
6. N 77° 55' 02" W 220.09' TO A POINT, THENCE
7. N 12° 04' 58" E 15.00' TO A POINT IN THE PROPERTY LINE BETWEEN SAID LOT 3 AND 4, THENCE BY A DIVISION LINE OF SAID LOT 4 BY THE FOLLOWING FOUR (4) COURSES
8. N 12° 04' 58" E 15.00' TO A POINT, THENCE
9. S 77° 55' 02" E 210.77' TO A POINT, THENCE
10. N 12° 04' 58" E 5.00' TO A POINT, THENCE
11. S 77° 55' 02" E 54.84' TO A POINT IN THE WESTERN MARGINAL LINE OF SAID FOXCROFT AVENUE SOUTH, THENCE WITH THE SAID WESTERN MARGINAL LINE, BY A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 0° 17' 02", A RADIUS OF 4,042.02', A LENGTH OF 20.02', SUBTENDED BY A CHORD BEARING
12. S 14° 48' 52" W 20.02' TO THE PLACE OF BEGINNING CONTAINING 0.316 ACRES, MORE OR LESS, AS SHOWN ON A REPEAT OF FINAL PLAT FOR LOTS 3 & 4 OF VAN WYK ENTERPRISES, INC. DATED 01/27/00, BEARING MAP FILE No. A-348, AND RECORDED IN PLAT CABINET 8 AT SHEET 107

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ATTACHMENT A

NON-EXCLUSIVE STORM WATER MANAGEMENT AREA EASEMENT

That 1.04 acre parcel of real estate located in Martinsburg District, Berkeley County, West Virginia, designated as a Storm Water Management Area, as more particularly shown and described on that plat dated March 19, 1997, prepared by Fox and Associates, Inc. placed of record in the office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet 7 at Slide 40.

#424

All that certain piece, parcel or tract of land shown as Outparcel 2 on a subdivision plat prepared for WD of Princeton, L.L.C. by Freeland & Associates, Inc. dated March 8, 1999, last revised on October 3, 2000, and recorded in the office of the Clerk of the County Commission of Mercer County, West Virginia, on November 8, 2000 at Microfilm Plat #14237 A & B.

Commencing at a point located on the right of way intersection of the southern right of way of Greasy Ridge Road (County Road 219/2) and the western right of way of County Road 460/2; thence leaving said intersection along the southern right of way of Greasy ridge Road (County Road 219/2) S. 71° 08' 36" W. 266.38 feet to a concrete right of way monument; thence S. 77° 47' 34" W. 153.43 feet to a point being the common property corner with the Shop Tract and also being the TRUE POINT OF BEGINNING; thence leaving said right of way along the common property line with the Shop Tract S. 55° 28' 44" E. 44.42 feet to a point; thence S. 34° 31' 16" W., for 75.67 feet to a point; thence S. 23° 12' 50" W. 135.74 feet to a point; thence S. 78° 53' 35" W. 216.99 feet to a point; thence S. 11° 06' 25" E. 233.73 feet to a point; thence S. 89° 09' 46" W. 131.81 feet to a point; thence along the common property line with Greta O. Johnston (Deed Book 657, page 128 and Deed Book 385, page 336) N. 00° 51' 14" W. 416.64 feet to an iron pin located on the southern right of way of Greasy ridge road (County Road 219/2); thence along said right of way N. 80° 07' 45" E. 247.57 feet to an iron pin; thence N. 77° 47' 34" E. 124.61 feet to an iron pin being the TRUE POINT OF BEGINNING, said tract contains 2.190 acres or 95,377 square feet, more or less.

Together with all access rights, utility rights and storm drainage rights as set forth in Easements with Covenants and Restrictions Affecting Land, dated October 25, 2000 and recorded in Deed Book 826, Page 4.

SCHEDULE I**REAL PROPERTY ADDRESSES**

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
1.	6561 Atlanta Hwy. Montgomery, AL	Montgomery County	Ryan's	Fee	121
2.	921 Wimberly Dr. S.W. Decatur, AL	Morgan County	Fire Mountain	Fee	141
3.	4373 Courtney Dr. Tuscaloosa, AL	Tuscaloosa County	Ryan's	Leasehold	144
4.	362 Cox Creek Pkwy. Florence, AL	Lauderdale County	Ryan's	Fee	311
5.	2301 S. McKenzie St. Foley, AL	Baldwin County	Fire Mountain	Fee	352
6.	1720 Cherokee Ave. S.W. Cullman, AL	Cullman County	Fire Mountain	Fee	362
7.	1915 Cobbs Ford Rd. Prattville, AL	Autauga County	Ryan's	Fee	381
8.	3240 S. Oates St. Dothan, AL	Houston County	Ryan's	Fee	386
9.	2009 Hwy 78 E. Jasper, AL	Walker County	Ryan's	Fee	414
10.	4439 Rangeline Rd. Mobile, AL	Mobile County	Fire Mountain	Fee	452
11.	833 Odum Rd. Gardendale, AL	Jefferson County	Fire Mountain	Fee	462
12.	30179 Eastern Shore Ct. Spanish Fort, AL	Baldwin County	Fire Mountain	Fee	472
13.	2809 East Highland Dr. Jonesboro, AR	Craighead County	Ryan's	Fee	348
14.	3608 E Race Ave. Searcy, AR	White County	Ryan's	Leasehold	379
15.	4538 Central Ave. Hot Springs, AR	Garland County	Ryan's	Fee	383
16.	3600 Massard Rd. Ft. Smith, AR	Sebastian County	Fire Mountain	Fee	466

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
17.	4000 Springhill Plaza Ct. N. Little Rock, AR	Pulaski County	Fire Mountain	Fee	468
18.	1850 Empire Ave. Burbank, CA	Los Angeles County	Home Town Buffet	Leasehold	0256
19.	3102 E. Imperial Hwy. Lynwood, CA	Los Angeles County	Home Town Buffet	Leasehold	0258
20.	3617 W. Shaw Ave. Fresno, CA	Fresno County	Home Town Buffet	Leasehold	0269
21.	6705 N. Fallbrook Canoga Park, CA	Los Angeles County	Home Town Buffet	Leasehold	0736
22.	9006 Pensacola Blvd. Pensacola, FL	Escambia County	Fire Mountain	Fee	180
23.	3000 S. Ferdon Blvd. Crestview, FL	Okaloosa County	Ryan's	Fee	423
24.	4955 Hwy. 90 Pace, FL	Santa Rosa County	Ryan's	Fee	433
25.	208 Bobby Jones Expy. Martinez, GA	Columbia County	Ryan's	Fee	110
26.	1900 Manchester Expy. Columbus, GA	Muscogee County	Ryan's	Fee	115
27.	422 W. Belmont Dr. Calhoun, GA	Gordon County	Fire Mountain	Fee	116
28.	2305 Shorter Ave. S.W. Rome, GA	Floyd County	Ryan's	Fee	118
29.	55 Pace Court Hiram, GA	Paulding County	Ryan's	Fee	119
30.	1228 N. Westover Blvd. Albany, GA	Dougherty County	Ryan's	Fee	120
31.	150 Keith Dr. Canton, GA	Cherokee County	Ryan's	Fee	163
32.	823 Joe Frank Harris Pkwy. Cartersville, GA	Bartow County	Ryan's	Fee	282
33.	1156 Bankhead Hwy. Carrollton, GA	Carroll County	Ryan's	Fee	344

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
34.	243 Steven B. Tanger Blvd. Commerce, GA	Banks County	Ryan's	Fee	357
35.	4690 Presidential Pkwy. Macon, GA	Bibb County	Ryan's	Fee	447
36.	1323 N. Expressway Griffin, GA	Spalding County	Fire Mountain	Fee	456
37.	126 Hwy. 400 N. Dawsonville, GA	Dawson County	Fire Mountain	Fee	461
38.	1021 Dowdy Rd. Athens, GA	Oconee County	Fire Mountain	Fee	469
39.	4117 N. Vermilion Danville, IL	Vermilion County	Ryan's	Fee	413
40.	2230 Edsel Ln. N.W. Corydon, IN	Harrison County	Ryan's	Fee	128
41.	203 N. Sandy Creek Dr. Seymour, IN	Jackson County	Ryan's	Fee	339
42.	1411 Shook Dr. Auburn, IN	De Kalb County	Fire Mountain	Fee	467
43.	1920 Mel Browning St. Bowling Green, KY	Warren County	Ryan's	Fee	261
44.	5140 Hinkleville Rd. Paducah, KY	McCracken County	Ryan's	Fee	271
45.	1034 Executive Dr. Elizabethtown, KY	Hardin County	Ryan's	Fee	314
46.	4500 Frederica St. Owensboro, KY	Daviess County	Ryan's	Fee	378
47.	1973 Bryant Rd. Lexington, KY	Fayette County	Fire Mountain	Fee	470
48.	2400 Airline Dr. Bossier City, LA	Bossier Parish	Fire Mountain	Fee	184
49.	4051 Ryan St. Lake Charles, LA	Parish of Calcasieu	Fire Mountain	Fee	185
50.	3253 Ambassador Caffery Lafayette, LA	Lafayette Parish	Ryan's	Fee	191

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
51.	1100 Robert Rd. Slidell, LA	St. Tammany Parish	Ryan's	Fee	203
52.	910 S. Range Ave. Denham Springs, LA	Parish of Livingston	Ryan's	Fee	225
53.	17830 Garland Groh Blvd. Hagerstown, MD	Washington County	Ryan's	Leasehold	426
54.	3580 Main St. Coon Rapids, MN	Anoka County	Old Country Buffet	Fee	0022
55.	2501 S. Campbell Ave. Springfield, MO	Greene County	Ryan's	Fee	213
56.	510 Rangeline Rd. Joplin, MO	Newton County	Ryan's	Fee	255
57.	1321 Preacher Roe Blvd. West Plains, MO	Howell County	Ryan's	Leasehold	375
58.	1950 E. Kearney St. Springfield, MO	Greene County	Ryan's	Fee	431
59.	988 Goodman Rd. Horn Lake, MS	De Soto County	Fire Mountain	Fee	324
60.	3990 Gloster Tupelo, MS	Lee County	Ryan's	Fee	330
61.	232 Frontage Rd. Picayune, MS	Pearl River County	Ryan's	Fee	406
62.	438 Riverwind Dr. Pearl, MS	Rankin County	Ryan's	Fee	409
63.	205 Belle Meade Pt. Flowood, MS	Rankin County	Fire Mountain	Fee	478
64.	1470 Skibo Rd. Fayetteville, NC	Cumberland County	Fire Mountain	Fee	179
65.	2900 E. Franklin Blvd. Gastonia, NC	Gaston County	Ryan's	Fee	265
66.	220 Jackson Ct. Lumberton, NC	Robeson County	Ryan's	Fee	279
67.	1000 Brevard Rd. Asheville, NC	Buncombe County	Ryan's	Fee	370

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
68.	8601 Concord Mills Blvd. Concord, NC	Cabarrus County	Fire Mountain	Fee	459
69.	333 Summit Square Ct. Winston-Salem, NC	Forsyth County	Fire Mountain	Fee	471
70.	2664 Hwy. 70 S.E. Hickory, NC	Catawba County	Fire Mountain	Fee	473
71.	4450 Ryan's Way Cincinnati, OH	Clermont County	Ryan's	Fee	228
72.	2863 Arlington Rd. Akron, OH	Summit County	Ryan's	Fee	283
73.	994 N. Lexington Springmill Mansfield, OH	Richland County	Fire Mountain	Fee	301
74.	823 Pike St. Marietta, OH	Washington County	Ryan's	Fee	326
75.	650 Commerce Blvd. Fairless Hills, PA	Bucks County	Old Country Buffet	Leasehold	248
76.	420 Galleria Dr. Johnstown, PA	Cambria County	Ryan's	Fee	388
77.	341 Eisenhower Dr. Hanover, PA	York County	Ryan's	Fee	394
78.	1635 Lincoln Way E. Chambersburg, PA	Franklin County	Ryan's	Fee	438
79.	400 Chippewa Towne Centre Beaver Falls, PA	Beaver County	Fire Mountain	Leasehold	457
80.	6476 Carlisle Pike Mechanicsburg, PA	Cumberland County	Fire Mountain	Leasehold	465
81.	3517 Clemson Blvd. Anderson, SC	Anderson County	Ryan's	Fee	102
82.	6124 White Horse Rd. Greenville, SC	Greenville County	Ryan's	Fee	104
83.	1304 Bower Pkwy. Columbia, SC	Lexington County	Fire Mountain	Fee	105
84.	1703 Bypass 72 N.E.	Greenwood County	Ryan's	Fee	106

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
	Greenwood, SC				
85.	151 Dorman Center Dr. Spartanburg, SC	Spartanburg County	Fire Mountain	Fee	107
86.	1707 Charleston Hwy. West Columbia, SC	Lexington County	Ryan's	Fee	109
87.	1953 Whiskey Rd. Aiken, SC	Aiken County	Ryan's	Fee	114
88.	1501 West Poinsett Greer, SC	Greenville County	Ryan's	Fee	126
89.	6410 Calhoun Memorial Hwy. Easley, SC	Pickens County	Ryan's	Fee	137
90.	1314 N. Main St. Summerville, SC	Berkeley County	Ryan's	Leasehold	138
91.	7321 Rivers Ave. N. Charleston, SC	Charleston County	Ryan's	Fee	153
92.	10052 Two Notch Rd. Columbia, SC	Richland County	Ryan's	Fee	188
93.	829 St. Andrews Blvd. Charleston, SC	Charleston County	Ryan's	Fee	190
94.	3940 Granview Dr. Simpsonville, SC	Greenville County	Ryan's	Fee	251
95.	3607 Hwy. 17 N. Myrtle Beach, SC	Horry County	Ryan's	Fee	262
96.	1616 Sandifer Rd. Seneca, SC	Oconee County	Ryan's	Fee	302
97.	2580 North Rd. Orangeburg, SC	Orangeburg County	Ryan's	Fee	327
98.	5579 Sunset Blvd. Lexington, SC	Lexington County	Ryan's	Leasehold	392
99.	2904 Church St. Conway, SC	Horry County	Ryan's	Fee	396
100.	8671 Hwy. 17 Byp. Surfside Beach, SC	Horry County	Ryan's	Fee	405
101.	1255 Woodruff Rd.	Greenville County	Ryan's	Fee	415

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
	Greenville, SC				
102.	1275 Knox Ave. N. Augusta, SC	Aiken County	Fire Mountain	Fee	454
103.	7550 Garner's Ferry Rd. Columbia, SC	Richland County	Fire Mountain	Fee	464
104.	5104 Hixson Pike Hixson, TN	Hamilton County	Ryan's	Fee	122
105.	8165 U.S. Hwy. 51 N. Millington, TN	Shelby County	Ryan's	Fee	136
106.	3435 Lebanon Pike Hermitage, TN	Davidson County	Ryan's	Fee	224
107.	2702 Wilma Rudolph Blvd. Clarksville, TN	Montgomery County	Fire Mountain	Fee	247
108.	1829 Old Fort Pkwy. Murfreesboro, TN	Rutherford County	Ryan's	Fee	268
109.	138 Paul Huff Pkwy. N.W. Cleveland, TN	Bradley County	Ryan's	Fee	307
110.	401 S. Tulane Ave. Oak Ridge, TN	Anderson County	Ryan's	Fee	308
111.	791 S. Jefferson Ave. Cookeville, TN	Putnam County	Ryan's	Fee	337
112.	2854 N. Main Crosseville, TN	Cumberland County	Ryan's	Fee	360
113.	1053 Hunters Xing Alcoa, TN	Blount County	Ryan's	Fee	397
114.	203 N. Davy Crockett Pkwy. Morristown, TN	Hamblen County	Ryan's	Fee	449
115.	502 Winfield Dunn Pkwy. Sevierville, TN	Sevier County	Ryan's	Fee	450
116.	4260 Dowlen Rd. Beaumont, TX	Jefferson County	Ryan's	Fee	204
117.	2310 FM 2004 Texas City, TX	Galveston County	Ryan's	Fee	220

	<u>Address</u>	<u>County</u>	<u>Store Type</u>	<u>Fee/Leasehold</u>	<u>Unit #</u>
118.	1413 N. Loop 336 W. Conroe, TX	Montgomery County	Ryan's	Fee	278
119.	119 W. Hwy. 332 Lake Jackson, TX	Brazoria County	Ryan's	Fee	296
120.	1045 S.W. Wilshire Blvd. Burleson, TX	Johnson County	Fire Mountain	Fee	475
121.	2580 N. Franklin St. Christiansburg, VA	Montgomery County	Ryan's	Fee	316
122.	1780 Carl D. Silver Pkwy. Fredericksburg, VA	City of Fredericksburg	Ryan's	Fee	432
123.	2513 Main St. Union Gap, WA	Yakima County	Old Country Buffet	Leasehold	811
124.	1320 N. Eisenhower Dr. Beckley, WV	Raleigh County	Ryan's	Fee	332
125.	519 Emily Dr. Clarksburg, WV	Harrison County	Ryan's	Leasehold	416
126.	103 R H L Blvd. Charleston, WV	Kanawha County	Ryan's	Leasehold	418
127.	195 Greasy Ridge Rd. Princeton, WV	Mercer County	Ryan's	Fee	424
128.	925 Foxcroft Ave. Martinsburg, WV	Berkeley County	Ryan's	Fee	443
129.	8180 US 31 S, Indianapolis, IN	Marion County		Fee	134
130.	5626 S. Broadway Avenue, Tyler, Texas	Smith County		Fee	305