THIS INSTRUMENT PREPARED BY:

James F. Watkins, Esq.
Maynard Cooper & Gale, P.C.
3835 Cleghorn Avenue, Suite 250
Nashville, Tennessee 37215

Karen Johnson Davidson County
Batch# 723587 DEEDWARR
09/24/2021 11:28:30 AM 5 pgs
Fees: $28.00 Taxes: $5,970.20
20210924-0128581

STATE OF ALABAMA
COUNTY OF MOBILE

The actual consideration or value, whichever is greater, for this transfer is $1,613,568.00

Elisa E. Watkins
Affiant

Subscribed and sworn to before me, this 21st day of September, 2021.

Sandra Lucas Hall
Notary Public
My Commission Expires: 08/10/2024

SANDRA LUCAS HALL NOTARY PUBLIC ALABAMA STATE AT LARGE

GENERAL WARRANTY DEED

Address of New Owner:	Send Tax Bills To:	Map-Parcel Number(s):
Waffle House, Inc. Post Office Box 6450 Norcross, Georgia 30091	New Owner	16000005602

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EZELL, L.L.C.**, a Nevada limited liability company ("**Grantor**"), has bargained and sold, and does hereby transfer and convey unto **WAFFLE HOUSE, INC.**, a Georgia corporation ("**Grantee**"), its successors, heirs and assigns, that certain tract or parcel of land in Brentwood, Davidson County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

The Property is improved property located at **790 Old Hickory Blvd., Brentwood, Davidson County, Tennessee**.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey the Property, and that the Property is unencumbered and unrestricted, except as set forth on Exhibit B attached hereto, to which this conveyance is expressly made subject. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend title and quiet possession to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons, except as set forth on Exhibit B, to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed to be effective for all purposes as of the 21 day of September, 2021.

EZELL, L.L.C.,
a Nevada limited liability company

By: Ezell Holdings, LLC,
an Alabama limited liability company

Its: Sole Member

By: Elissa E. Watkins
Elissa E. Watkins, Manager

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

Before me, a Notary Public, of the state and county aforementioned, personally appeared, Elissa E. Watkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Manager of Ezell Holdings, LLC, an Alabama limited liability company, the sole member of Ezell, LLC, a Nevada limited liability company, the within named bargainor, and that such person, as such Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by such person as Manager.

Witness my hand, at office, this 21st day of September, 2021.

Sandra Lucas Daniel
Notary Public

My Commission Expires: 08/10/2024

SANDRA LUCAS DANIEL NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A

Legal Description

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and is described as follows:

Land in Nashville, First (1st) Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located in the Northwesterly quadrant of the intersection of Old Hickory Boulevard and Franklin Pike Circle and being more particularly described as follows:

Beginning at an iron pin at the point of intersection of the Northerly right of way line of Old Hickory Boulevard and the Westerly right of way line of Franklin Pike Circle; thence with said Northerly right of way line, with a curve to the left, 66.53 feet to a concrete monument, said curve having a central angle of 04° 49' 06", a radius of 791.12 feet, a tangent of 33.28 feet and a chord of South 56° 11' 10" West, 66.51 feet; thence continuing with said right of way line, South 53° 46' 37" West, 257.60 feet to an iron pin; thence leaving said right of way line with the Easterly line of property conveyed to Gail P. Pigg, Trustee, by deed of record in Book 6475, Page 369, Register's Office for Davidson County, Tennessee, North 05° 50' 08" East, 300.56 feet to an iron pin in the Westerly right of way line of Franklin Pike Circle; thence with said right of way line, South 82° 02' 12" East, 101.83 feet to an iron pin; thence continuing with said right of way line with a curve to the right, 170.45 feet to the point of beginning, said curve having a central angle of 60° 05' 42", a radius of 162.51 feet, a tangent of 94.01 feet and a chord of South 53° 59' 56" East, 162.74 feet, containing 42,346 square feet or 0.972 acres.

Being part of the same property conveyed to Ezell, L.L.C., a Nevada limited liability company (87.607%), E.E.E., L.L.C., a Nevada limited liability company (4.131%), J. C. Ezell, L.L.C., a Nevada limited liability company (4.131%), and W. C. Ezell, L.L.C., a Nevada limited liability company (4.131%), by Warranty Deed from Treetop Enterprises, Inc., a Tennessee corporation, of record in Book 11597, Page 356, in the Register's Office for Davidson County, Tennessee, dated July 26, 1999, and recorded on July 30, 1999.

By Articles of Merger filed on September 30, 2014, with the Secretary of State of Nevada, E.E.E., L.L.C., a Nevada limited liability company, J. C. Ezell, L.L.C., a Nevada limited liability company, and W. C. Ezell, L.L.C., a Nevada limited liability company, were merged into Ezell, L.L.C., a Nevada limited liability company. See Affidavit of record in Instrument No. 20201001-0113058, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

2. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

3. Liability as to taxes resulting from supplemental revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

4. Any prior reservation or conveyance of minerals of every kind and character, including but not limited to, oil, gas, sand and gravel in, on or under the Property.

5. Covenants, Conditions and Restrictions as set forth in Restrictive Covenants recorded in Book 9642, Page 851.

6. Deed of Conveyance to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, for construction of 30' of 6" water main and one public fire hydrant, of record in Book 11201, Page 717.

7. Deed of Conveyance to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, for construction of 340' of 8" sanitary sewer, of record in Book 11201, Page 781.
8. Lack of direct access to Old Hickory Boulevard, a controlled access highway.

All recording references are to the records maintained in the Register's Office for Davidson County, Tennessee.

CERTIFICATE OF AUTHENTICITY

I, J. David Brady, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 21, 2021.

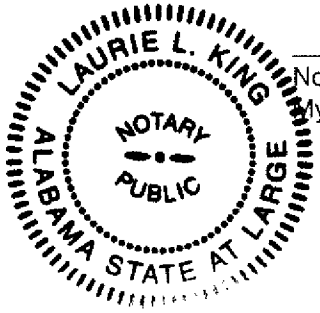
Name: J. David Brady, Jr.

Title: Secretary/Treasurer

STATE OF ALABAMA

COUNTY OF MOBILE

Sworn to and subscribed before me on September 22, 2021.



Notary's Signature

My Commission Expires: 7/10/23