This instrument was prepared by:
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Nelson Mullins Riley & Scarborough LLP
150 Fourth Avenue North, Suite 1100
Nashville, Tennessee 37219

After initial recording return to:
Hudson, Reed & Christiansen, PLLC
16 Public Square North
Murfreesboro, TN 37130

Karen Johnson Davidson County
Batch# 1038821 DEEDWARRSP
08/16/2023 09 19 03 AM 5 pgs
Fees $28 00 Taxes $9,620 00
20230816-0063733

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.
Randal Nashville TN Partners LLC 100 Cherry Branch Lane Old Hickory, TN 37138	Same	16300023600

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, **O'CHARLEY'S LLC** (formerly known as O'Charley's Inc.), a Tennessee limited liability company (the "***Grantor***"), has granted, transferred, conveyed and sold, and by these presents does grant, transfer, convey and sell, unto **RANDAL NASHVILLE TN PARTNERS LLC**, a Tennessee limited liability company (the "***Grantee***"), and Grantee's successors and assigns, the following: (i) a parcel of land located in Davidson County, Tennessee, and being more particularly described in **Exhibit A** hereto (the "***Land***"); (ii) all buildings, fixtures, structures and other permanent improvements located upon the Land (collectively, the "***Improvements***"); (iii) all rights, privileges and easements appurtenant to the Land that permissibly pass by operation of law with the conveyance by Grantor of the Land; and (iv) all mineral, oil, gas, hydrocarbon substances, development rights, air rights, water rights and water stock owned by Grantor relating to the Land.

The Land and Improvements are improved property located in Davidson County, Tennessee, with an address of 923 Bell Road, Antioch, TN 37013.

The description of the Land set forth in **Exhibit A** hereto is the same as in the previous deed of record.

The property conveyed hereby is conveyed subject to the following (the "***Permitted Encumbrances***"): (i) all liens for *ad valorem*, real property and personal property taxes, all general and special storm water and other private and public assessments, all other property taxes, and all similar obligations, not yet due and payable; (ii) easements, restrictions, covenants and other encumbrances of record in the official real property records in the Office of the Register of Deeds for Davidson County, Tennessee as of the date of this Special Warranty Deed, (iii) any state of facts that would be disclosed by an accurate survey or independent inspection of

the property conveyed hereby; and (iv) all applicable building and zoning ordinances and federal, state and local laws, moratoria, initiatives, referenda, ordinances, rules, regulations, standards, orders and other governmental requirements, including, without limitation, those relating to the environment, health and safety, disabled or handicapped persons, and as applicable, to the licensing of the use of the property conveyed hereby, and regulations and restrictions of any federal, state, local or municipal government or any department, commission, board, bureau, agency, instrumentality, unit or taxing authority thereof.

TO HAVE AND TO HOLD the Land, together with all right, title and interest of Grantor in and to all rights, privileges, easements and appurtenances belonging to the Land and all Improvements, unto Grantee and its successors and assigns forever, subject to the Permitted Encumbrances. Grantor does further covenant and bind itself, and its successors and assigns, to warrant and forever defend the title to the Land to Grantee and its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise. Notwithstanding any reference to acreage or square footage contained in the description of the property conveyed hereby, Grantor makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property conveyed hereby. Grantor further makes no representation or warranty, express or implied, with respect to the ownership of the oil, gas or other minerals located on, under or within the property conveyed hereby.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN AS TO THE LAND DESCRIBED IN EXHIBIT A HERETO, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY CONVEYED HEREBY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS CONVEYED HEREBY), INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY CONVEYED HEREBY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS CONVEYED HEREBY). GRANTEE AGREES THAT THE PROPERTY CONVEYED HEREBY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS CONVEYED HEREBY) IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION.

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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the 8 day of August, 2023.

GRANTOR:

O'CHARLEY'S LLC, a Tennessee limited liability company

By: _____
Name: Kara Jacobs
Title: Chief Financial Officer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Kara Jacobs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Chief Financial Officer of O'Charley's LLC, the within named bargainor, a Tennessee limited liability company, and that she as such Chief Financial Officer being authorized to do so, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company by herself as such Chief Financial Officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd day of August, 2023.

PHILLIP A PURCELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN
SEAL

_____
Notary Public
My Commission Expires: 3-3-25

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $2,600,000.00.

Affiant

Subscribed and sworn to before me this the 8 day of AUGUST, 2023.

Notary Public

My Commission Expires: 1-19-25

[SEAL]

JEFFREY L. REED
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Exhibit A

to Special Warranty Deed

Description of the Land

Being a parcel of land in the 2nd Civil District, Nashville, Davidson County, Tennessee, being Commercial Site G-2 in Plat Book 5200, page 34, Register's Office for Davidson County, Tennessee, being the 2nd Revision Section Two, Hickory Hollow Mall bounded on the south by Bell Road, on the north by Hickory Hollow Mall and lying between Mt. View Road and L & N Railroad, more particularly described according to a survey made by Barge, Waggoner, Sumner and Cannon, dated August 9, 1977 (File No. 4420-15), as follows:

Beginning at a point in the northerly margin of Bell Road, 1,137.46 feet from the easterly margin of Hickory Hollow Parkway; thence N 43° 34' 27" W. 184.18 feet to the point in the southeasterly line of Hickory Hollow Associates property; thence, with a curve to the left in a northeasterly direction, said curve having a central angle of 14° 47' 53", a radius of 550 feet, 142.05 feet to a point; thence N 71° 35' E, 34.36 feet to a point; thence, S 63° 25' E, 85.00 feet to a point; thence with a curve to the right having a central angle of 42° 43' 55" a radius of 240 feet, 179.00 feet to a point; thence, S 24° 18' 25" W, 35.36 feet to a point in the northerly margin of Bell Road; thence with Bell Road, S 69° 18' 55" W, 175.64 feet to the point of beginning.

LESS AND EXCEPT any portions of such land conveyed or taken for rights of way for public streets or roads.

Being the same property conveyed to Country and Western Restaurant, Inc., a Tennessee corporation, by Special Warranty Deed, of record in Book 6184, page 693, in the Register's Office for Davidson County, Tennessee, and being the same property further conveyed to O'Charley's Restaurants, Inc., by Quitclaim Deed from Country & Western Restaurants, Inc., a Tennessee corporation, of record in Book 6489, Page 566, in the Register's Office for Davidson County, Tennessee, the said O'Charley's Restaurants, Inc., having since merged with CWF Corporation, a Tennessee corporation, pursuant to the Articles of Merger and Plan of Merger, of record in Book 6639, Page 313, in the Register's Office for Davidson County, Tennessee; and the said CWF Corporation, a Tennessee corporation, having since changed its name to O'Charley's Inc., pursuant to the Articles of Amendment to the Charter of CWF Corporation, of record in Book 7255, Page 480 and Book 10843, Page 706, in the Register's Office for Davidson County, Tennessee; for further reference see the Articles of Amendment to the Restated Charter of O'Charley's Inc., of record in Instrument No 20080619-0063199 and Instrument No. 20090513-0044246, in the Register's Office for Davidson County, Tennessee. The said O'Charley's Inc., a Tennessee corporation, was converted to O'Charley's LLC, a Tennessee limited liability company, pursuant to the Certificate of Conversion and Plan of Conversion set forth in the Affidavit Affecting Title, of record in Instrument No. 20120611-0050718, in the Register's Office for Davidson County, Tennessee.