Karen Johnson Davidson County
Batch# 1045643 DEEDWARR
09/01/2023 02:08:30 PM 5 pgs
Fees: $28.00 Taxes: $7,400.00
20230901-0068956

OWNER/RESPONSIBLE TAXPAYER:
Cook Out-Hermitage, Inc.
15 Laura Lane, Suite 300
Thomasville, NC 27360
Map 075, Parcel 166.00

THIS INSTRUMENT PREPARED BY:
TENNESSEE VALLEY TITLE INSURANCE CO.
800 South Gay Street, Suite 1700
Knoxville, TN 37929
File No. 230731 (RPM)

WARRANTY DEED

THIS INDENTURE made as of this 1st day of September 2023, between **UP PROPERTIES, LLC, a Kentucky limited liability company, successor by merger to UP PROPERTIES OF TENNESSEE, LLC, a Tennessee limited liability company,** First Party, and **COOK OUT-HERMITAGE, INC., a Tennessee corporation,** Second Party:

W I T N E S S E T H

THAT SAID FIRST PARTY, for and in consideration of the sum of **TEN AND NO/100 ($10.00) DOLLARS**, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein. **TO HAVE AND TO HOLD** the same unto the Second Party, its successors and assigns forever.

AND SAID FIRST PARTY, for itself and its successors and assigns, does hereby covenant with said Second Party, its successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except the matters set forth on Exhibit "B" attached hereto and made a part hereof, and 2023 taxes, which shall be prorated as of the date of closing and which Second Party assumes and agrees to pay (the "Encumbrances"), and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever, except as to the Encumbrances.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has caused this instrument to be executed as of the day and year first above written.

UP PROPERTIES, LLC,
a Kentucky limited liability company

By: Ryan D Bridgeman

Title: Trustee

STATE OF Kentucky)
) SS
COUNTY OF Jefferson)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Ryan P. Bridgeman, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Trustee of **UP PROPERTIES, LLC, a Kentucky limited liability company**, the within named bargainor, and that he, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by him self as such Trustee.

WITNESS my hand and official seal at office this 1st day of Sept., 2023.

Annette J Goodknight
Notary Public

My Commission Expires:

Annette J Goodknight
Notary Public, ID KYNP75341
State at Large, Kentucky
My Commission Expires on Aug. 29, 2027

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $2,000,000.00.

Ryan D Bridgeman
Affiant

WITNESS my hand and official seal at office this 18 day of September 2023.

Annette J Goodknight
Notary Public

My Commission Expires:

Annette J Goodknight
Notary Public, ID KYNP75341
State at Large, Kentucky
My Commission Expires on Aug. 29, 2027

EXHIBIT "A"

SITUATED in Davidson County, Tennessee, being Lot No. 2 on the plan of Final Plat to Hermitage Marketplace, Third Revision, as shown on plat of the same filed for record in Plat Book 8250, page 855 in the Davidson County Register of Deeds Office, to which plat specific reference is hereby made for a more particular description.

TOGETHER WITH non-exclusive easement rights set forth in that Declaration of Easements, Restrictive Covenants, Conditions and Restrictions between First Tennessee Bank National Association, Home Depot U.S.A., Inc., a Delaware corporation, and Credit Suisse Leasing 92A, L.P., a Delaware limited partnership, dated as of September 24, 1996, filed for record in Book 10202, page 607 in the Davidson County Register of Deeds Office.

FURTHER TOGETHER WITH non-exclusive parking easements set forth in that Reciprocal Cross Parking Easement Agreement between Steak N Shake, Inc., an Indiana corporation, Spartan Food Group, Inc., a Tennessee corporation, and First Tennessee Bank National Association, dated December 29, 1997, filed for record in Book 10741, page 821 in the Davidson County Register of Deeds Office.

BEING the same property conveyed to UP Properties of Tennessee, LLC, a Tennessee limited liability company, by Warranty Deed from Faz-Nash No.1, LLC, a Tennessee limited liability company, dated March 31, 2003, filed for record as Instrument No. 200304070045695 in the Davidson County Register of Deeds Office. UP Properties of Tennessee, LLC, a Tennessee limited liability company, merged with and into UP Properties, LLC, a Kentucky limited liability company.

EXHIBIT "B"

1. Easement from Harry D. Dodson and Marcelle S. Dodson to the Metropolitan Government of Nashville and Davidson County, Tennessee, acting by and through the Electric Power Board of said Government, dated October 5, 1965, filed for record in Book 3948, page 777 in the Davidson County Register of Deeds Office, as shown on Survey.

2. Easement from Harry D. Dodson, et ux, Elizabeth K. Dodson, and Marcelle Dodson Estes, et vir, Ralph Estes, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of said Government, dated May 30, 1980, filed for record in Book 5647, page 515 in the Davidson County Register of Deeds Office, as shown on Survey.

3. Storm Water Detention Agreement by and between Hermitage Market Place Company and The Metropolitan Government of Nashville and Davidson County, dated August 5, 1987, filed for record in Book 7323, page 649 in the Davidson County Register of Deeds Office.

4. Matters depicted and disclosed by plat filed for record in Book 8250, page 855 in the Davidson County Register of Deeds Office.

5. Declaration of Easements, Restrictive Covenants, Conditions and Restrictions between First Tennessee Bank National Association, Home Depot U.S.A., Inc., a Delaware corporation, and Credit Suisse Leasing 92A, L.P., a Delaware limited partnership, dated as of September 24, 1996, filed for record in Book 10202, page 607 in the Davidson County Register of Deeds Office.

6. Reciprocal Cross Parking Easement Agreement between Steak N Shake, Inc., an Indiana corporation, Spartan Food Group, Inc., a Tennessee corporation, and First Tennessee Bank National Association, dated December 29, 1997, filed for record in Book 10741, page 821 in the Davidson County Register of Deeds Office.

7. Deed of Conveyance from Faz-Nash No. 1, LLC (Spartan Food Group, Inc.) to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, dated September 8, 1998, filed for record in Book 11201, page 745 in the Davidson County Register of Deeds Office.

8. Matters depicted and disclosed by ALTA/NSPS Land Title Survey of Land of UP Properties of Tennessee, LLC, made by Stephen S. Dyer, Surveyor, Tennessee RLS No. 2967, dated July 7, 2023, bearing File #23083-BT (the "Survey").

True Copy Certification

I, Ashley Osgood, 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 the law on this 1st day of Sept., 2023.

Ashley Osgood
Affiant Signature

Sept. 1, 2023
Date

State of TN

County of Knox

Sworn to and subscribed before me this 1st day of Sept., 2023

Judy G. Roe
Notary Signature

MY COMMISSION EXPIRES: 02-04-2024
Notary's Seal (if on paper)

JUDY G. ROE
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY