This instrument was prepared by:
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Karen Johnson Davidson County
Batch # 1157341 DEEDWARRSP
07/12/2024 09:48:57 AM 5 pgs
Fees: $28.00 Taxes: $6,290.00
20240712-0052429

| ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP/PARCEL NO. |
|---|---|---|
| Hanna M. Anki and Walid M. Anki<br>508 Salt Lick Trail<br>Goodlettsville, TN 37202 | Hanna M. Anki and Walid M. Anki<br>508 Salt Lick Trail<br>Goodlettsville, TN 37202 | 034 02 0 066.00 |

## 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 **HANNA M. ANKI** and **WALID M. ANKI**, residents of the State of Tennessee, as tenants in common with equal shares (collectively, 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 912 Rivergate Parkway, Goodlettsville, Tennessee 37072.

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 (other than any deed of trust or mortgage granted by Grantor and any construction lien arising by virtue of the acts or omissions of Grantor) 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 11th day of July, 2024.

**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 2 day of July, 2024.

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

_____
Notary Public
My Commission Expires: March 3, 2025

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,700,000.00.

Rachel Corbett
Affiant

Subscribed and sworn to before me this the 11th day of July, 2024.

Tina Dyer
Notary Public

My Commission Expires: 1/5/2025

TINA DYER
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
[SEAL]

**Exhibit A**
to Special Warranty Deed

**Description of the Land**

Land situated in Davidson County, Tennessee, and more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. E, on the Plan of Lot E, revised, Rivergate Park, as shown on plat of record in Plat Book 4595, page 121, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

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

Being property conveyed to O'Charley's LLC, a Tennessee limited liability company, by Special Warranty Deed, dated December 11, 2019, recorded as Instrument No. 20191230-0134462, in the Office of the Register of Deeds for Davidson County, Tennessee.