This instrument prepared by:

Miller Starr Regalia
1331 North California Blvd., Suite 600
Walnut Creek, CA 94596

Karen Johnson Davidson County
Batch# 1287225 DEEDWARRSP
06/20/2025 07:51:30 AM 7 pgs
Fees: $38.00 Taxes: $11,100.00
20250620-0048145

Name and Address of New Property Owner:	Send Tax Bills To:	Tax Parcel Numbers
In-N-Out Burgers 13502 Hamburger Lane Baldwin Park, CA 91706-5885	In-N-Out Burgers 13502 Hamburger Lane Baldwin Park, CA 91706-5885	26-14-23 34-2-77.01 34-2-77.02 34-2-0.01

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE CO.
NATIONAL COMMERCIAL SERVICES
NCS-1162328-SA1

SPECIAL WARRANTY DEED

For and in Consideration of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, Dillard Tennessee Operating Limited Partnership, a Tennessee limited partnership hereinafter called the **GRANTOR**, have bargained and sold, and by these presents do transfer and convey unto In-N-Out Burgers, a California corporation hereinafter called the **GRANTEE**, its heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

> Lot 1 on that Resubdivision of Tract A-1, Rivergate Mall Shopping Center recorded on May 21, 2025, as Instrument No. 20250521-0040111, Register's Office of Davidson County, Tennessee.
>
> Being a portion of that same property described in and conveyed to the Grantor herein by Special Warranty Deed of record in Book 10750 at Page 292 in the Register's Office of Davidson County, Tennessee.
>
> This is unimproved real property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, it heirs and assigns, forever. We do covenant with said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as otherwise set forth on Exhibit A attached hereto and incorporated herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEE, its heirs and assigns, against the lawful claims of all persons claiming by, through, or under us, but no further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[SIGNATURE FOLLOWS ON IMMEDIATELY SUCCEEDING PAGE]

WITNESS our hands this 12th day of June 2025.

GRANTOR:

DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: Dillard's, Inc.
a Delaware corporation
its ultimate parent company

By: _____
Chris Johnson, Senior Vice President

STATE OF ARKANSAS)
)ss ACKNOWLEDGMENT
COUNTY OF PULASKI)

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $3,000,000.00.

Affiant

On this day, before me, the undersigned Notary Public, personally appeared Chris Johnson, to me personally known, who acknowledged himself to be a Senior Vice President of Dillard's, Inc., a Delaware corporation, the ultimate parent company of DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP, a Tennessee limited partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes, uses and consideration therein contained, by signing the name of the company as such officer.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 12th day of June, 2025.

Notary Public
Printed Name: Kelly Jenkins

My Commission Expires: 5-9-2026

KELLY JENKINS
MY COMMISSION # 12348024
EXPIRES: May 9, 2026
Jefferson County

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,000,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Signature of Grantee or Agent:

Sworn to and subscribed before me, this _____ day of June, 2025.

Notary Public

My Commission Expires: _____

INOB-58587\2976989.6

STATE OF ARKANSAS)
)ss ACKNOWLEDGMENT
COUNTY OF PULASKI)

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $3,000,000.00.

_____
Affiant

On this day, before me, the undersigned Notary Public, personally appeared Chris Johnson, to me personally known, who acknowledged himself to be a Senior Vice President of Dillard's, Inc., a Delaware corporation, the ultimate parent company of DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP, a Tennessee limited partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes, uses and consideration therein contained, by signing the name of the company as such officer.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of June, 2025.

_____
Notary Public
Printed Name: _____

My Commission Expires: _____

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,000,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Signature of Grantee or Agent:

Sworn to and subscribed before me, this 17th day of June, 2025.

Jamie Curtis
Notary Public

My Commission Expires: 12/25/25

See Attached Jurat

INOB-58587\2976989.6

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Cost

Subscribed and sworn to (or affirmed) before me on this _____ day of June 17, 2025, by April Kee _____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JAMIE DIERKS
Notary Public - California
Contra Costa County
Commission # 2385052
My Comm. Expires Dec 25, 2025

(Seal) Signature Jamie Dierks

Exhibit A to
Special Warranty Deed

Permitted Exceptions

1. Taxes and assessments for the year 2025 and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Book 4460, Page 31; Book 5200, Page 243; Book 6900, Page 334; and Book 6900, Page 349, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of the Deed of Declaration, by Rivergate Associates, a joint venture composed of Rivergate Mall, Inc., a Tennessee corporation, and Tennessee JV Corporation, a Tennessee corporation, of record in Book 4386, Page 523; as affected by Amendment of Deed of Declaration and First Amendment of Operating Agreement in Book 4523, Page 322; Second Amendment to Deed of Declaration in Book 5254, Page 146; Third Amendment to Deed of Declaration in Book 5254, Page 164; Fourth Amendment to Deed of Declaration in Book 7185, Page 44, as re-recorded in Book 7297, Page 12; Assignment of Operating Agreements in Book 10750, Page 304; Fifth Amendment to Deed of Declaration in Instrument No. 200309150135252; and Assignment and Assumption of REA Agreements (RiverGate Mall) in Instrument No. 201309050093856, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Agreement by and between Rivergate Associates, a joint venture composed of Rivergate Mall, Inc., and Tennessee JV Corp., and Madison Suburban Utility District of Davidson County, Tennessee, of record in Book 5305, Page 800; as affected by Assignment and Assumption of Water Line Agreement in Book 6321, Page 178, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Easement Agreement by and between Rivergate Plaza Joint Venture and Nashland Associates, a general partnership, of record in Book 7185, Page 132, as re-recorded in Book 7297, Page 112; as affected by Assignment and Assumption of REA Agreements (RiverGate Mall), recorded as Instrument No. 201309050093856 in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Easement Agreement by and between Rivergate Plaza Joint Venture and Nashland Associates, a general partnership, of record in Book 8154, Page 164; as affected by Assignment and Assumption of REA Agreements (RiverGate Mall), recorded as Instrument No. 201309050093856 in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Vincent Tocco, 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 June 6, 2025 (date of document).

Affiant Signature

6/6/2025
Date

State of California

County of San Diego

Sworn to and subscribed before me this 6 day of June, 2025.

Notary's Signature

MY COMMISSION EXPIRES: 2423444

NOTARY'S SEAL

D. DENNIS
Notary Public - California
San Diego County
Commission # 2423444
My Comm. Expires Oct 25, 2026