THIS INSTRUMENT PREPARED BY:

MICHAEL F. FLANAGAN
7611 STATE LINE ROAD, SUITE 303
KANSAS CITY, MO 64114

Karen Johnson Davidson County
Batch# 1338299 DEEDWARR
10/24/2025 03:29:30 PM 6 pgs
Fees: $33.00 Taxes: $25,650.40
20251024-0084873

WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NUMBER(S):
749 FENNER RD. Rocky Mount, NC 27804	SAME AS OWNER	16200025200

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Tutera TN Car Wash (Old Hickory), L.L.C.,** a Missouri limited liability company ("Grantor"), has bargained and sold, and herby transfers and conveys, to **Riptide Old Hickory LLC,** a Delaware limited liability company ("Grantee"), and its successors and assigns, that certain real property in Davidson County, Tennessee, described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

This is improved property known as 14965 Old Hickory Blvd, Nashville, TN 37211.

This conveyance is made and accepted subject to the encumbrances listed on **Exhibit B** attached hereto (collectively the "Permitted Encumbrances").

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns, in fee simple forever.

Grantor covenants with Grantees that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right to convey the Property. Grantor further covenants with Grantees that the Property is free from all encumbrances, except for the Permitted Exceptions. Grantor further covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to Grantees, their successors and assigns against the lawful claims of all persons, subject only to the Permitted Encumbrances.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Warranty Deed effective as of the 23rd day of October, 2025.

GRANTOR:

Tutera TN Car Wash (Old Hickory), L.L.C.,
a Missouri limited liability company

By: _____
Dominic F. Tutera, Manager

STATE OF MISSOURI
COUNTY OF JACKSON

Personally appeared before me, the undersigned, a Notary Public having authority within the State and county aforesaid, Dominic F. Tutera, Manager, with whom I am personally acquainted, and who acknowledged that he is the Manager of Tutera TN Car Wash (Old Hickory), L.L.C., a Missouri limited liability company, the within named Grantor, and being duly authorized, executed the within instrument on behalf of said company, for the purposes therein contained.

WITNESS my hand, at office, this 22 day of October, 2025.

JENAE WILLIAMS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 11/16/2026
Commission # 22360945

_____
Notary Public

My Commission Expires: 11/16/26

STATE OF MISSOURI
COUNTY OF JACKSON

The actual consideration for this transfer or value of property transferred (whichever is greater) is $6,932,540.00.

By: _____
Dominic F. Tutera, Manager

Sworn to and subscribed before me this 22 day of October, 2025.

_____
Notary Public

My Commission Expires: 11/16/26

JENAE WILLIAMS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 11/16/2026
Commission # 22360945

EXHIBIT A

Description of the Property

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

Parcel 1:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Hickory Bell Retail of record in Book 9700, Page 577, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Tutera TN Car Wash (Old Hickory), L.L.C., a Missouri limited liability company, by Deed from David R. Smith, Trustee of the David R. Smith Revocable Living Trust dated September 20, 2004, of record in Instrument No. 202201110003713, in the Register's Office of Davidson County, Tennessee.

Parcel 2:

Easement(s) benefiting Parcel 1 as set forth in Easement Agreement of record in Book 10775, Page 790, in the Register's Office of Davidson County, Tennessee.

14965 Old Hickory Blvd., Nashville, TN 37211
Parcel ID: 16200025200

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2026 and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Minute Book I, Page 551; Book 843, Page 39; and Book 9700, Page 577, in the Register's Office of Davidson County, Tennessee.

3. Grant of Transmission Line Easement from Mary Johnson; Myrtle E. Jobe; Ruth Johnson; Mary F. Jefferson; Willa J. Bouldin and Parrish H. Griner to United States of America, of record in Book 2344, Page 7, in the Register's Office of Davidson County, Tennessee.

4. Grant of Transmission Line Easement from Mary Johnson; Myrtle E. Jobe; Ruth Johnson; Mary F. Jefferson; Willa J. Bouldin and Parrish H. Griner to United States of America, of record in Book 2344, Page 10, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Grant of Anchor Easement, by and between Willie S. Hubburt and The Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of the said Metropolitan Government, of record in Book 3879, Page 636, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Warranty Deed for Easement, by and between Willie S. Hubbert and The Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of the said Government, of record in Book 5305, Page 423, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Warranty Deed for Easement, by and between Myrtle E. Jobe, Ruth J. Stockard, Mary F. Jefferson, Willie J. Bouldin, Parrish H. Griner, heirs at law of Maggie Johnson, deceased; Gloria C. Johnson; Valarie Johnson; and William A. Johnson and The Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of the said Government, of record in Book 5329, Page 661, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Grant of Anchor Easement, by and between Willie S. Hubbert and The Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board of the said Metropolitan Government, of record in Book 5858, Page 254, in the Register's Office of Davidson County, Tennessee.

9. Matters contained in Deed of recorded in Book 7855, Page 57, in the Register's Office of Davidson County, Tennessee.

10. Terms and provisions of Stormwater Detention Agreement, by and between Farokh Fani and The Metropolitan Government of Nashville and Davidson County, of record in Book 10770, Page 965, in the Register's Office of Davidson County, Tennessee.

11. Terms and provisions of Easement Agreement, by and between Steak n Shake, Inc., an Indiana corporation and Farokh Fani, of record in Book 10775, Page 790, in the Register's Office of Davidson County, Tennessee.

12. Easement(s) granted Farokh (Franki) Fani, by Agreed Order of record in Book 11593, Page 259, in the Register's Office of Davidson County, Tennessee.

All of the recording information contained herein refers to the Public Records of Davidson County, Tennessee, unless otherwise indicated. Any reference herein to an Instrument Number, and/or Book and Page is a reference to the Official Record Books in the Register's Office of said county, unless indicated to the contrary.

Tennessee Certification of Electronic Document

I, Luke Maher, 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 10/23/2025 (date of document).

Affiant Signature

10/23/25
Date

State of Nebraska
County of Douglas

Sworn to and subscribed before me this 23rd day of October, 2025.

GENERAL NOTARY - State of Nebraska
CISSY M. JENNINGS
My Comm. Exp. July 17, 2027

Notary's Signature

MY COMMISSION EXPIRES: 7/17/2027

NOTARY'S SEAL