
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 28, 2024

Mister Car Wash, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40542
(Commission File Number)

47-1393909
(IRS Employer
Identification No.)

222 E. 5th Street
Tucson, Arizona
(Address of Principal Executive Offices)

85705
(Zip Code)

Registrant's Telephone Number, Including Area Code: (520) 615-4000

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	MCW	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 24, 2024, Mayra Chimienti, Chief Operating Officer of Mister Car Wash, Inc. (“Mister” or the “Company”), resigned from her position with the Company. Ms. Chimienti is expected to remain employed with, and provide transition services to, the Company through December 31, 2024 (the “Separation Date”).

In connection with Ms. Chimienti’s decision to resign from her role as Chief Operating Officer, she and the Company entered into a Transition and Severance Agreement (the “Transition Agreement”) to govern Ms. Chimienti’s employment with the Company from June 22, 2024 through the Separation Date (the “Transition Period”). The Transition Agreement provides that during the Transition Period (1) Ms. Chimienti’s annual base salary, health and other insurance benefits remain unchanged; (2) Ms. Chimienti will be eligible to earn an annual cash performance bonus under the MCW Executive Bonus Program for the 2024 fiscal year payable pursuant to the terms of that program; (3) continue to receive health and other insurance benefits until the Separation Date. Additionally, the Ms. Chimienti’s outstanding equity grants, that are scheduled to vest during fiscal year 2025, will be accelerated to December 31, 2024. Following the Transition Period, the Transition Agreement provides that from January 1, 2025 through December 31, 2025, Ms. Chimienti will receive: (1) monthly severance payments of \$29,166.67 reduced by taxes and withholdings; and (2) continuation of healthcare benefits for a period of eighteen (18) months under provisions of COBRA beginning January 1, 2025. The Transition Agreement also includes customary provisions regarding confidentiality, non-disparagement, and release of claims.

The foregoing description of the Transition Agreement is not complete and is qualified in its entirety by the full text of the Transition Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Transition and Severance Agreement, dated June 24, 2024, by and between Mister Car Wash, Inc. and Mayra Chimienti
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline Instance XBRL document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MISTER CAR WASH, INC.

Date: June 28, 2024

By:

/s/ Markus Hartmann
Markus Hartmann
General Counsel

TRANSITION AND SEVERANCE AGREEMENT

This Transition and Severance Agreement (this “Agreement”) is by and between MAYRA CHIMIENI (“Executive”) and MISTER CAR WASH, INC. (“MCW” or the “Company”) and is entered into as of June 21, 2024 (the “Effective Date”). Executive and the Company will be collectively referred to as the “Parties.” The terms and conditions of Exhibit A, which is considered a material part of this Agreement, are explicitly included and incorporated by reference.

RECITALS

WHEREAS, Executive currently is employed by the Company as Chief Operating Officer (“COO”);

WHEREAS, Executive has provided notice of her intent to voluntarily resign and retire from her officer positions with the Company and its affiliates (the “Resignation Notice”), effective as of June 21, 2024 (the “Resignation Date”); and

WHEREAS, Executive will, commencing on the Resignation Date, continue to serve the Company by performing duties specified by the Board and the Chief Executive Officer, from June 22, 2024, through December 31, 2024 (the “Transition Period”); and

WHEREAS, Executive will conclude all obligations arising from her employment with and separation from the Company on December 31, 2024 (the “Separation Date”); and

WHEREAS, Executive will not perform any duties for the Company but will receive severance payments commencing on January 1, 2025, and ending on December 31, 2025 (the “Severance Period”), and

WHEREAS, the Company and the Executive deem it to be in their respective best interests to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and commitments described herein, the Parties agree as follows:

A. Termination of Employment. The parties hereto hereby agree that Executive’s employment with the Company shall terminate as of the Separation Date. Executive hereby is deemed to have resigned, effective as of the Resignation Notice, all previous positions, titles, duties, authorities, and responsibilities at or with the Company and its affiliates and agrees to execute all additional documents and take such further steps as Employer may require to effectuate such resignations.

B. Transition Period.

1. During the Transition Period, the Executive agrees that she will continue to serve the Company in such capacities and perform such duties as may be specified by the Board of Directors of the Company (the “Board”). In particular, during the Transition Period, Executive agrees she will (i) use her reasonable best efforts to advance the interests of the Company and facilitate the successful transition of her authority, duties, and/or responsibilities in whatever

reasonable capacity as may be requested by the Chief Executive Officer consistent with her current position as COO, (ii) continue to advise the Company on Operations-related matters, and (iii) communicate a message consistent with the Board's and/or Chief Executive Officer's direction to key employees, customers, and suppliers. Executive acknowledges and agrees that any change in her position, authority, duties, and/or responsibilities implemented in good faith by the Company during the Transition Period in connection with the transition shall not constitute "Good Reason" for purposes of the Mister Car Wash, Inc. Executive Severance Plan (the "Severance Plan").

2. During the Transition Period, the Executive will continue to receive a base salary at the annual rate of \$350,000.00. The employer portion of premiums for the continuation of the Executive's medical, dental, and vision coverage will continue until December 31, 2024. Further, in consideration for (and subject to) Executive's services during the Transition Period in accordance with Section 1, and notwithstanding anything to the contrary in the MCW Executive Bonus Program or applicable award agreement(s), Executive will continue to be eligible to earn an annual cash performance bonus under the MCW Executive Bonus Program for the 2024 fiscal year with a target bonus opportunity of 40% of Executive's annual base salary, which bonus, if earned, will be paid out when annual bonuses are typically paid under the MCW Executive Bonus Program (but in any event no later than December 31 of the calendar year immediately following the calendar year with respect to which any such annual bonus relates) without regard for any requirement of continued employment at the time of payment under the MCW Executive Bonus Program (the "Supplemental Benefit").

C. Severance Period

3. The period from January 1, 2025, to December 31, 2025, shall be considered the Severance Period. During the Severance Period, the Executive will not perform any duties for the Company but will receive severance payments as follows.

(A) In consideration of (a) Executive's acceptance and execution of this Agreement, (b) Executive's non-revocation of all or any part of this Agreement, (c) Executive not having filed and not filing any claims, complaints, or actions of any kind against the Company with any court of law, or local, state, or federal government or agency, and (d) Executive's compliance with this Agreement, including Executive's waiver and release of claims as set forth in this Agreement and Executive's reasonable cooperation in legal proceedings and investigations as set forth in this Agreement, the Company will pay Executive the following separation benefits:

(i) A monthly gross sum of \$29,166.67 payable on the first business day of each month for the duration of the Severance Period. This will be reduced by taxes and withholdings.

(B) The employer and employee portion of premiums for the continuation of Executive's medical, dental, and vision coverage until December 31, 2025, will be added to Executive's monthly severance payment described in Section 2(A)(i) of this Agreement. Executive will be responsible for making the COBRA payments directly to the provider. Executive shall be eligible for continuation of health care benefits at Executive's own expense under provisions of COBRA commencing December 31, 2024, for up to eighteen (18) months, as provided by law.

(C)Executive will not be eligible to participate in or receive a bonus award, if any, through the twelve-month period starting January 1, 2025 and ending December 31, 2025.

(D)Except as outlined in this Agreement, any Restricted Stock Awards and Stock Option Awards that have not vested shall not vest during the Severance Period.

(E)Executive's eligibility and coverage under the existing group life, accidental death and dismemberment, short and long-term disability plans, and any other voluntary coverage(s) will terminate effective December 31, 2024.

(F)Executive understands, acknowledge, and agree that these severance benefits exceed what Executive is otherwise entitled to receive on separation from employment and that these separation benefits are in exchange for Executive executing this Agreement and the releases and waivers contained in this Agreement. Executive further acknowledge that Executive is not entitled to any additional payment or consideration not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed or considered as an express or implied policy or practice of the Company to provide these or other benefits to any individuals other than Executive.

D.Acknowledgment of Stock Option and Restricted Stock Unit Holdings and Extension of Option Exercise Periods

The Parties acknowledge that, as of the date hereof, the Executive holds:

- (i)options to purchase 99,031 shares of common stock of MCW pursuant to the Non-Qualified Stock Option Agreement dated September 3, 2014 (the "2014 Option Agreement") and the 2014 Stock Option Plan of Hotshine Holdings, Inc. (the "2014 Plan") Grant # P1-022, all of which are fully vested (the "2014 Options");
- (ii)options to purchase 92,544 shares of common stock of MCW pursuant to the Non-Qualified Stock Option Agreement dated November 23, 2016 (the "2016 Service Vesting Option Agreement") and the 2014 Plan Grant # T2-066, all of which are fully vested (the "2014 Options");
- (iii)options to purchase 148,608 shares of common stock of MCW pursuant to the Non-Qualified Stock Option Agreement dated November 23, 2016 (the "2016 Performance Vesting Option Agreement") and the 2014 Plan Grant # P2-066, all of which are fully vested (the "2014 Options");
- (iv)options to purchase 30,000 shares of common stock of MCW pursuant to the Option Agreement dated June 25, 2021 (the "2021 Option Agreement") and the Mister Car Wash, Inc. 2021 Incentive Award Plan (the "2021 Plan") Grant # 10000014 (the "2021 Options"),10,000 of which shall vest on 6/25/24 and 10,000 of which shall be entitled to accelerated vesting pursuant to the terms herein;
- (v)options to purchase 4,990 shares of common stock of MCW pursuant to the Option Agreement dated June 1, 2022 (the "2022 Option Agreement") and the Mister Car Wash, Inc. 2021 Incentive Award Plan (the "2021 Plan") Grant# 10001781 (the "2021 Options"), 2,495 of which shall be entitled to accelerated vesting pursuant to the terms herein;

(vi) options to purchase 30,839 shares of common stock of MCW pursuant to the Option Agreement dated March 1, 2023 (the "2023 Option Agreement") and the Mister Car Wash, Inc. 2021 Incentive Award Plan (the "2021 Plan") Grant# 10001899 (the "2021 Options"), 10,279 of which shall be entitled to accelerated vesting pursuant to the terms herein;

(vii) options to purchase 35,211 shares of common stock of MCW pursuant to the Option Agreement dated June 1, 2024 (the "2024 Option Agreement") and the Mister Car Wash, Inc. 2021 Incentive Award Plan (the "2021 Plan") Grant# 10003797 (the "2021 Options"), 11,737 of which shall be entitled to accelerated vesting pursuant to the terms herein; _

(viii) options to purchase 130,368 shares of common stock of MCW pursuant to the Non-Qualified Stock Option Agreement entered into by the JMC Familia Trust, dated November 23, 2016 (the "2016 Trust Option Agreement") Grant# 10000931 and the 2014 Plan (the "2014 Options"), all of which are fully vested;

(ix) 12,000 restricted stock units pursuant to the Restricted Stock Unit Agreement dated June 25, 2021 (the "2021 RSU Agreement") Grant# 10000124 and the 2021 Plan (the "2021 RSUs") , 4,000 of which shall vest on 6/25/24 and 4,000 shall be entitled to accelerated vesting on accordance with the terms herein;

(x) 2,028 restricted stock units pursuant to the Restricted Stock Unit Agreement dated June 1, 2022 (the "2022 RSU Agreement") Grant# 10001780 and the 2021 Plan (the "2022 RSUs"), 1,014 of which shall be entitled to accelerated vesting in accordance with the terms herein;

(xi) 15,203 restricted stock units pursuant to the Restricted Stock Unit Agreement dated March 1, 2023 (the "2023 RSU Agreement") Grant# 10001912 and the 2021 Plan (the "2023 RSUs") 5,067 of which shall be entitled to accelerated vesting in accordance with the terms herein; and

(xii) 17,780 restricted stock units pursuant to the Restricted Stock Unit Agreement dated June 1, 2024 (the "2024 RSU Agreement") Grant# 10003021 and the 2021 Plan (the "RSUs"), 5,926 of which shall be entitled to accelerated vesting pursuant to the terms provided herein.

Notwithstanding anything to the contrary in the 2014 Option Agreement, 2016 Service Vesting Option Agreement, 2016 Performance Vesting Option Agreement, 2021 Option Agreement, 2022 Option Agreement, 2023 Option Agreement, 2024 Option Agreement, or 2016 Trust Option Agreement, and similarly in accordance with the Plan, all unvested RSUs and Options that are scheduled to vest in 2025 and as outlined above, shall immediately vest on December 31, 2024. **See APPENDIX A.** All remaining unvested RSUs and Options that are not scheduled to vest in 2025 and not subject to accelerated vesting as provided for herein shall be forfeited. The exercise period for vested Options shall be extended for a period of 12 months following the Separation Date, and in no event shall the expiration date of each 2014 Plan Option or 2021 Plan Option, respectively, be later than the original expiration date of such 2014 Plan Option or 2021 Plan Option.

Additional Provision for June 25, 2024 Restricted Stock Unit Vesting

With respect to the RSU Grant# 10000124 on June 25, 2021, 4,000 RSUs are scheduled to vest on June 25, 2024. The number of shares of common stock of MCW to be issued to the Executive resulting from the vesting shall be reduced by the number of shares required to be sold in the sell-to-cover transaction intended to satisfy the Executive's applicable tax withholding obligation. The final number of shares to be issued to the Executive shall be determined at the time of the sell-to-cover transaction and shall be deposited into the Executive's E*Trade account and reported on Form 4 on behalf of the Executive. The details of the vesting and sell-to-cover transactions will be provided to the Executive within 2 business days of June 25, 2024, as part of the review and approval to file Form 4 on behalf of Executive.

For purposes of Mister Car Wash, Inc.'s Insider Trading Policy, the Executive shall continue to be considered an insider during the first quarter of 2025. Accordingly, the Executive will be subject to all applicable restrictions under the Insider Trading Policy throughout this period.

E.Restrictive Covenants. Executive acknowledges that the Company is providing Executive with the Supplemental Benefit in material part in consideration for Executive's services during the Transition Period and reaffirmation of Executive's prior agreement to comply with the restrictive covenants set forth in Article IV of each of the 2015 Option Agreement and 2016 Option Agreement, Article V of the 2021 Option Agreement and Article III of the RSU Agreement, respectively (collectively, the "Restrictive Covenants"); provided, that the Parties hereby acknowledge and agree that the applicable restricted period following termination of employment applicable to any post-employment non-competition or non-solicitation restriction in the Restrictive Covenants shall terminate at the end of the Severance Period. Executive shall no longer be entitled to the Supplemental Benefit following the date that Executive first materially violates any such Restrictive Covenants, as reasonably determined by the Board of Directors (and, to the extent any Supplemental Benefit has been already paid, the amount thereof shall be repaid to the Company).

F.No Other Promises. Executive represents and agrees that neither the Company nor any of its employees, agents, representatives or attorneys made any representations concerning the terms or the effects of this Agreement other than those contained herein and that Executive's decision to sign this Agreement is not based in whole or in part on any statement or promise that does not appear within the four corners of this document. Executive acknowledges and agrees that nothing herein changes the at-will nature of Executive's employment and, notwithstanding anything to the contrary herein, nothing shall limit the Company's ability to terminate Executive's employment at any time following the date hereof, subject to compliance with the Severance Plan (if applicable), or otherwise covered by this Agreement.

G.Non-Admissions. Executive expressly acknowledges that neither this Agreement nor the furnishing of the consideration of this Agreement shall be deemed or construed at any time for any purpose as an admission by the Company of any liability or unlawful conduct of any kind.

H.Non-Disparagement. The Parties shall not make any statements, encourage others to make

statements, or release information that would or is reasonably expected to disparage or defame the Company or any of its officers, employees, directors, shareholders, customers, suppliers, vendors, or distributors or the Executive.

I.Conditions. Should either of the Parties breach any provision or obligation under this Agreement, such breaching Party explicitly agrees to pay all damages (including, but not limited to, litigation or defense costs, expenses, and reasonable attorneys' fees) incurred by the other Party as a result of such breach. Nothing in this paragraph shall, or is intended to, limit or restrict any other rights or remedies the Company or the Executive may have by virtue of this Agreement or otherwise.

J.Section 409A Compliance. The intent of the parties is that payments and benefits under this Agreement comply with, or are exempt from, the requirements of Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be limited, construed, and interpreted in accordance with such intent. It is intended that each installment, if any, of the payments and benefits provided hereunder shall be treated as a separate "payment" for purposes of Section 409A. Neither the Company nor Employee shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A; and if, as of the date of the "separation from service," Employee is a "specified employee" (within the meaning of that term under Section 409A(a)(2)(B) of the Code, or any successor provision thereto), then with regard to any payment or the provision of any benefit that is subject to this section (whether under this Agreement, or pursuant to any other agreement with or plan, program, payroll practice of the Company) and is due upon or as a result of Employee's separation from service, such payment or benefit shall not be made or provided, to the extent making or providing such payment or benefit would result in additional taxes or interest under Section 409A of the Code, until the date which is the earlier of (A) the expiration of the six-month period measured from the date of such "separation from service," and (B) the date of Employee's death (the "Delay Period") and this Agreement and any such other agreement plan program or practice shall hereby be deemed amended accordingly. Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. All reimbursements and in-kind benefits provided under this Agreement or otherwise to Employee shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A. All expenses or other reimbursements paid pursuant herewith and therewith that are taxable income to Employee shall in no event be paid later than the end of the calendar year next following the calendar year in which Employee incurs such expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that, the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period

the arrangement is in effect and such payments shall be made on or before the last day of the Employee's taxable year following the taxable year in which the expense occurred.

K.Additional Terms

1. This Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Arizona. The parties hereby consent to the jurisdiction of the federal or state courts within the State of Arizona in connection with any dispute concerning this Agreement.
2. Each and every term of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.
3. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.
4. In the event any provision of this Agreement should be held by a court of competent jurisdiction to be unenforceable and incapable of being modified to be legal, each and all of the other provisions of this Agreement shall remain in full force and effect.
5. This Agreement, including this paragraph, may not be altered in any respect except by a writing duly executed by all parties. This Agreement may not be modified orally. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

[signature page follows]

EXECUTIVE FULLY UNDERSTANDS THE FOREGOING TRANSITION AGREEMENT, AND FULLY UNDERSTANDS ITS TERMS.
EXECUTIVE HAS SIGNED THIS AGREEMENT VOLUNTARILY THIS THE 21st DAY OF JUNE, 2024.

EXECUTIVE:

/s/Mayra Chimienti
MAYRA CHIMIENI

THE FOREGOING TRANSITION AGREEMENT IS HEREBY EXECUTED BY DULY AUTHORIZED REPRESENTATIVE
THIS 24th DAY OF JUNE, 2024.

COMPANY:

MISTER CAR WASH, INC.

By: /s/John Lai
John Lai, President and CEO

APPENDIX A

ACCELERATED VESTING SCHEDULES

<u>Equity</u>	<u>Grant #</u>	<u>Outstanding Award Balance as of 6/21/2024</u>	<u>Accelerated Vesting as of 12/31/2024</u>	<u>Forfeited Balance</u>
<u>Options - 2021</u>	<u>10000014</u>	<u>30,000</u>	<u>10,000</u>	<u>10,000</u>
<u>Options -2022</u>	<u>10001781</u>	<u>4,990</u>	<u>2,495</u>	<u>2,495</u>
<u>Options - 2023</u>	<u>10001899</u>	<u>30,839</u>	<u>10,279</u>	<u>20,560</u>
<u>Options -2024</u>	<u>10003797</u>	<u>35,211</u>	<u>11,737</u>	<u>23,474</u>
<u>RSUs - 2021</u>	<u>10000124</u>	<u>12,000</u>	<u>4,000</u>	<u>4,000</u>
<u>RSUs - 2022</u>	<u>10001780</u>	<u>2,028</u>	<u>1,014</u>	<u>1,014</u>
<u>RSUs - 2023</u>	<u>10001912</u>	<u>15,203</u>	<u>5,067</u>	<u>10,136</u>
<u>RSUs - 2024</u>	<u>10003021</u>	<u>17,780</u>	<u>5,926</u>	<u>11,854</u>
<u>Totals</u>		<u>Options: 101,040</u> <u>RSUs: 47,011</u>	<u>Options: 34,511</u> <u>RSUs: 16,007</u>	<u>Options: 56,529</u> <u>RSUs: 27,004</u>

EXHIBIT A

WAIVER AND RELEASE OF CLAIMS AGREEMENT

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS AND A WAIVER OF RIGHTS TO MAKE CLAIMS AGAINST YOUR EMPLOYER. YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

This Waiver and General Release (this “Agreement”) is by and between MAYRA CHIMIENI (“EXECUTIVE”) and MISTER CAR WASH, INC. and all its related corporations, parents, subsidiaries, and affiliates, and their respective current and former officers, employees, trustees, directors, attorneys, insurers, agents, and their successors and assigns, individually and in their representative capacities, and any entity or individual affiliated with any of the foregoing (the “Company”). Executive and the Company will be collectively referred to as “the Parties.”

RECITALS

WHEREAS, Executive currently is employed by the Company and providing transition services to the Company pursuant to that certain Transition Agreement, dated June 21, 2024 (“Transition Agreement”); and

WHEREAS, the Company and the Executive deem it to be in their respective best interests to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration set forth herein, the Parties agree as follows:

A. Waiver/General Release

1. In exchange for the benefits set forth in the Transition Agreement and for other good and valuable consideration, Executive, for herself and on behalf of Executive’s successors, heirs, agents, and assigns, releases and forever discharges the Company and its current and former parent companies, subsidiaries, agents, employees, officers, directors, owners, executives, trustees, representatives, attorneys, related organizations, affiliated companies, assigns, and successors (hereafter referred to collectively as the “Released Parties”), and each of them, from any and all liabilities, claims, causes of action, charges, complaints, commissions, obligations, costs, losses, damages, injuries, attorneys’ fees, expenses, benefits, compensation of any nature, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that Executive has incurred or expects to incur, or now owns or holds, or has at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever against the Released Parties prior to the date of Executive’s execution of this Agreement, including but not limited to Executive’s employment with the Company, and the termination of that employment. This release extends to any and all claims including, but not limited to, any alleged: (a) violation of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), Title VII of

the Civil Rights Act, the Age Discrimination in Employment Act (as amended, the "ADEA"), the Older Workers Benefit Protection Act; the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Americans With Disabilities Act, as amended by the ADA Amendments Act, the Family Medical Leave Act, the Arizona Civil Rights Act, the Arizona Employment Protection Act, the Arizona wage statutes including the Arizona Paid Sick Leave Law, state and federal False Claims acts, and any amendments to the foregoing, as well as any and all claims under any other federal, state or local constitution, laws or regulations; (b) discrimination, harassment, retaliation, breach of any express or implied employment contract or agreement, wrongful discharge, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, misrepresentation, fraud, defamation, interference with prospective economic advantage, and/or failure to pay wages due or other monies owed; and (c) violation of any local, state or federal law, regulation, ordinance, and/or public policy, violation of any contract, or tort or common law claim having any bearing whatsoever on the terms and conditions and/or cessation of employment with any of the Released Parties. Notwithstanding the releases set forth above, this Agreement does not release any claim for vested benefits under any ERISA-governed benefit plan or any claim that is prohibited from being released as a matter of law. Executive understands that nothing in this release in this Section B (the "Release") prevents Executive from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Executive understands that by signing this Agreement, Executive waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC or any other state or local deferral agency on Executive's behalf, to the extent permitted by law. Executive further releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action, or a class or collective member in any case in which claims are asserted against the Released Parties that are related in any way to Executive's employment with, or separation of employment from, the Company, arising from the beginning of time to the date of execution hereof. In that regard, Executive agrees that Executive may not and will not submit a claim form in any class, collective, or representative action in which Employee is included as a putative class member, if any.

2. Executive acknowledges that Executive has been advised of and is familiar with the provisions of California Civil Code § 1542, which states, in part: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Executive expressly waives and releases any and all rights that Executive may have under California Civil Code § 1542 as well as under any other statutes or common law principles of similar effect, to the fullest extent Executive may do so lawfully. Executive acknowledges and agrees that Executive is aware of his rights under the laws specifically and generally described above and that Executive knowingly and voluntarily waives those rights to the full extent that waiver is allowed by law. Executive further acknowledges that Executive may later discover facts different from or in addition to those facts now known to Executive or believed by Executive to be true with respect to any or all of the matters covered by this Agreement, and

Executive agrees that this Agreement nevertheless shall remain in full and complete force and effect.

3. This Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that Executive has or may have under the ADEA prior to the date Executive executes this Agreement (the "ADEA Release"). This paragraph and this Agreement are written in a manner calculated to be understood by Executive and Executive agrees that she fully understands all of the provisions of this paragraph and this Agreement. Executive is hereby advised in writing to consult with an attorney before signing this Agreement. Executive acknowledges that, in return for this Agreement, Executive will receive consideration beyond that which Executive was already entitled to receive before entering into this Agreement. Executive acknowledges that Executive has had 21 days to consider signing this Agreement. If Executive decides not to use all 21 days, Executive knowingly and voluntarily waives any claims that Executive was not given the 21-day period or did not have the opportunity to use the entire 21 days to consider this Agreement. Executive may revoke this Agreement at any time within the 7-day period following the date Executive signs this Agreement by providing written notice of revocation to the Company, c/o Anna Zappia (azappia@mistercarwash.com). The ADEA Release shall not become effective or enforceable until 12:01 a.m. on the 8th day after Executive signs the Agreement (the "ADEA Release Effective Date"). Notwithstanding Executive's right to revoke the ADEA Release, the remaining terms of this Agreement (including, without limitation, the Release as it applies to all claims other than claims under the ADEA) shall become effective and enforceable as of the date that Executive signs this Agreement. Executive agrees that if he revokes the ADEA Release, (a) her signature on the signature page to this Agreement applicable to the ADEA Release will be null and void and the Release shall become null and void solely with respect to the claims released under the ADEA Release (but, for the avoidance of doubt, no other claims or matters) and (b) this Agreement will otherwise be in full force and effect.

B.No Other Promises. Executive represents and agrees that neither the Company nor any of its employees, agents, representatives or attorneys made any representations concerning the terms or the effects of this Agreement other than those contained herein and that Executive's decision to sign this Agreement is not based in whole or in part on any statement or promise that does not appear within the four corners of this document.

C.Non-Admissions. Executive expressly acknowledges that neither this Agreement nor the furnishing of the consideration of this Agreement shall be deemed or construed at any time for any purpose as an admission by the Company of any liability or unlawful conduct of any kind.

D.Conditions. Should Executive ever breach any provision or obligation under this Agreement, Executive explicitly agrees to pay all damages (including, but not limited to, litigation or defense costs, expenses, and reasonable attorneys' fees) incurred by the Company as a result of Executive's breach. Nothing in this paragraph shall, or is intended to, limit or restrict any other rights or remedies the Company may have by virtue of this Agreement or otherwise.

E.Additional Terms

1. This Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Arizona. The parties hereby consent to the jurisdiction of the federal or state courts within the State of Arizona in connection with any dispute concerning this Agreement.
2. Each and every term of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.
3. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of who drafted it.
4. In the event any provision of this Agreement should be held by a court of competent jurisdiction to be unenforceable and incapable of being modified to be legal, each and all of the other provisions of this Agreement shall remain in full force and effect.
5. This Agreement, including this paragraph, may not be altered in any respect except by a writing duly executed by all parties. This Agreement may not be modified orally. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

[signature page follows]

EXECUTIVE FULLY UNDERSTANDS THE FOREGOING WAIVER AND GENERAL RELEASE AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. EXECUTIVE HAS BEEN GIVEN TWENTY-ONE (21) DAYS TO CONSULT WITH AN ATTORNEY AND HAS CONSULTED WITH AN ATTORNEY OR HAS WILLINGLY CHOSEN NOT TO SEEK LEGAL COUNSEL ABOUT THIS AGREEMENT. EXECUTIVE HAS SIGNED THIS AGREEMENT VOLUNTARILY THIS THE ____ DAY OF _____, 2024.

EXECUTIVE (applicable to all matters other than the ADEA Release):

MAYRA CHIMIENTI

EXECUTIVE (applicable to the ADEA Release):

MAYRA CHIMIENTI

Signature Page to Waiver and Release Agreement

THE FOREGOING WAIVER AND GENERAL RELEASE AGREEMENT IS HEREBY EXECUTED BY DULY AUTHORIZED REPRESENTATIVE THIS ___ DAY OF _____, 2024.

COMPANY:

MISTER CAR WASH, INC.

By: _____
[Name, Title]

Signature Page to Waiver and Release Agreement

EXHIBIT B
MISTER CAR WASH ENTITIES

Amzak Carwashes, LLC
Car Wash Headquarters, LLC
Car Wash Partners, LLC
CFCW Acquisition, LLC
CFCW Curry Ford, LLC
CFCW Opco, LLC
CFCW Propco 229, LLC
CFCW Propco Altamonte, LLC
CFCW Propco BBD, LLC
CFCW Propco Clermont, LLC
CFCW Propco Colonial, LLC
CFCW Propco Cutler Bay, LLC
CFCW Propco Havendale, LLC
CFCW Propco Hillsborough, LLC
CFCW Propco Lakeland North, LLC
CFCW Propco Lakeland, LLC
CFCW Propco Land O Lakes, LLC
CFCW Propco Landstar, LLC
CFCW Propco Mid Lakeland, LLC
CFCW Propco New Tampa, LLC
CFCW Propco Nona, LLC
CFCW Propco Oviedo, LLC
CFCW Propco Poinciana, LLC
CFCW Propco Port Orange, LLC
CFCW Propco PSL 9200, LLC
CFCW Propco Semoran, LLC
CFCW Propco Wesley Chapel, LLC
CFCW Propco, LLC

CFCW Red Bug, LLC
Clean Streak Ventures Holdco, LLC
Clean Streak Ventures Intermediate Holdco, LLC
Clean Streak Ventures, LLC
CWP Asset Corp.
CWP California Corp.
CWP Holdings, Inc.
CWP Management Corp.
CWP West, LLC
CWPS Corp.
CWPU Corp.
Mesquite Logistics, LLC
Mister Car Wash Holdings, Inc.
Prime Shine, LLC
PS Acquisition Sub Corp.
Sunshine Acquisition Sub Corp.
Tampa Car Wash Operations, LLC
WFCW Acquisition, LLC
WFCW Opco, LLC
WFCW Propco Bonita, LLC
WFCW Propco Colonial, LLC
WFCW Propco Daniels, LLC
WFCW Propco Goldenwood, LLC
WFCW Propco McCall, LLC
WFCW Propco Naples, LLC
WFCW Propco Rattlesnake, LLC
WFCW Propco Vintage, LLC
WFCW Propco, LLC
