

This Instrument Prepared By:

Tillie Benson
Cherry Petersen Landry Albert LLP
8350 N. Central Expressway, Suite 1500
Dallas, Texas 75206

Return to:

FAAT PIGS, LLC
1113 York Ave.
New York, NY
10065

Parcel ID Number: 06257-000-000

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SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of October 25, 2022 between **FRC PRG 15TH STREET, LLC**, a Texas limited liability company (hereinafter called "**Grantor**"), whose address is 4514 Cole Avenue, Suite 1220, Dallas, Texas 75205, and **FAAT PIGS, LLC**, a Florida limited liability company, whose address is 1113 York Ave., New York, NY 10065 ("**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which are acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, the real property in Bay County, Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "**Land**"), together with all right, title and interest of Grantor, if any, in (i) all improvements and fixtures on the Land, (ii) all adjacent and/or contiguous streets, roads, avenues, alleys, and rights of way, (iii) all easements, rights of ingress and egress, rights of way, and covenants appurtenant to the Land, and (iv) all permits, approvals, licenses, rights, and authorizations and exemptions of any kind from governmental authorities related to the ownership, maintenance, use, development or operation of the Land or any improvements thereon (the Land together with such rights, titles, being collectively called the "**Property**"), subject to, however, to all items set forth on Exhibit B attached hereto, to the extent same are valid and affect the Property (such matters being referred to herein as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

(a) **IT IS UNDERSTOOD AND AGREED THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED AND EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, DATED AUGUST 3, 2022, BETWEEN GRANTOR AND GRANTEE (THE "PURCHASE AGREEMENT"), WITH RESPECT TO THE SALE AND**

PURCHASE OF THE PROPERTY, GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM GRANTOR, ITS AGENTS OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY (EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 OF THE PURCHASE AGREEMENT OR THE DOCUMENTS EXECUTED AND DELIVERED BY GRANTOR AT CLOSING), INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION AND ASPECTS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL ELEMENTS, SEISMIC ASPECTS OF THE PROPERTY, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES AND THE ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, FACILITIES AND APPLIANCES, THE SQUARE FOOTAGE WITHIN THE IMPROVEMENTS ON THE REAL PROPERTY AND WITHIN EACH TENANT SPACE THEREIN, (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND ANY GROUNDWATER, (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (V) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, (VI) THE QUALITY OF ANY LABOR AND MATERIALS USED IN ANY IMPROVEMENTS ON THE REAL PROPERTY, AND (VII) THE ECONOMICS OF THE OPERATION OF THE PROPERTY.

Real property ad valorem taxes and assessments having been prorated to the date hereof, Grantee hereby assumes and agrees to pay when due all such ad valorem property taxes and assessments for the year 2022 and subsequent years.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor have signed and sealed these presents or caused these presents to be executed in their respective names by their proper officers thereto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR:

FRC PRG 15TH STREET, LLC,
a Texas limited liability company

[Signature]
Printed Name: Matt Burkhead
[Signature]
Printed Name: KEITH HECKES

By: FRC PRG Manager, LLC,
a Texas limited liability company,
its Managing Member

By: [Signature]
James F. Mason, Jr., Director

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 14 day of October, 2022, by James F. Mason, Jr., as Director of FRC PRG Manager, LLC, a Texas limited liability company, the Managing Member of FRC PRG 15th Steet, LLC, a Texas limited liability company, on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public in and for the State of Texas
RYAN SLOMA
Printed Name

My Commission Expires: 10-16-24

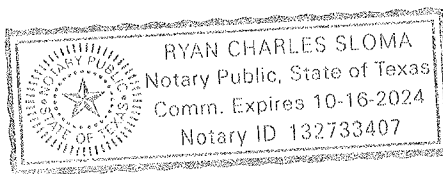


EXHIBIT A

PROPERTY

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 89°36'46" WEST ALONG THE NORTH LINE OF SAID SECTION 6 FOR 461.5 FEET; THENCE SOUTH 0°26'16" EAST FOR 40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°26'16" EAST FOR 321.5 FEET; THENCE NORTH 89°36'46" WEST FOR 198.5 FEET; THENCE NORTH 0°23'56" WEST FOR A DISTANCE OF 321.5 FEET TO THE SOUTH RIGHT OF WAY LINE OF 15TH STREET; THENCE SOUTH 89°36'46" EAST ALONG THE SOUTH RIGHT OF WAY LINE 198.5 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2022, and subsequent years.
2. Rights of Rib Crib 1031 15th Street, LLC, a Florida limited liability company, pursuant to that certain lease dated May 27, 2022 (as amended and/or assigned).
3. Easement to Gulf Power Company, filed for record under Official Records Book 354, Page 725.