

Please record and return to:

David Ubbens  
Belfort, Suite 475  
Jacksonville, FL 32216

Tax Parcel ID No. 3420-650-1205-000-0

**SPECIAL WARRANTY DEED**

This **SPECIAL WARRANTY DEED** (this "**Deed**"), dated to be effective as of the 21<sup>st</sup> day of June 2018 ("**Effective Date**"), is by and between **RAY DISTRIBUTING COMPANY**, a Florida corporation with offices located at 7014 A.C. Skinner Parkway, Suite 290, Jacksonville, Florida 32256 ("**Grantor**") and **PORT VILLAGE, LLC**, a Florida limited liability company, with offices located at 402A High Point Drive, Cocoa, Florida 32926 ("**Grantee**").

**WITNESSETH:**

For and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, Grantor does by execution and delivery of this Deed GRANT, BARGAIN, SELL, CONVEY, and RELEASE unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Premises more particularly described in **Exhibit A** attached to and made a part of this Deed (the "**Premises**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon;

Together with all right, title and interest of Grantor in and to any streets and roads abutting the Premises to the center lines of such streets and roads, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances, strips and gores and all other hereditaments appurtenant to the Premises;

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO all reservations, exceptions, restrictions, easements, encumbrances and rights of way of record; ad valorem taxes for the year 2018 and subsequent years that are not yet due and payable; zoning regulations; and all other matters of record that are currently valid and subsisting, and that affect the in this Agreement described Premises (which reference shall not be deemed to reimpose any of the foregoing); and the items set forth on **Exhibit B**, to the extent that the same are currently valid and enforceable against the Premises;

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns in fee simple forever; but:

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PREMISES TO GRANTEE'S SATISFACTION PRIOR TO THE DATE OF THIS DEED AND THAT, AS OF THE DATE OF THIS DEED, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PREMISES AND

NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, OR ANY AGENT, REPRESENTATIVE OR OTHER PARTY ACTING, OR PURPORTING TO ACT, ON BEHALF OF GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PREMISES FROM GRANTOR TO GRANTEE IS MADE ON A STRICT "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION THE PREMISES, (B) THE COMPLIANCE OF, OR BY, THE PREMISES WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, INCLUDING WITHOUT LIMITATION THE ASSETS THEREON, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PREMISES, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR CONTRACTORS OR OTHERWISE GENERATED FROM THIRD PARTY SOURCES. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES OR THE OPERATION OF THE PREMISES FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE CONTRIBUTION VALUE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED IN THIS AGREEMENT.

**GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTEE'S ACCEPTANCE OF THE PROPERTY WITH AND SUBJECT TO THE FOREGOING COVENANTS AS SET FORTH IN THIS DEED AND THE CONTINUING ENCUMBRANCE OF THE PROPERTY WITH THOSE RESTRICTIONS AND COVENANTS ARE EACH A SIGNIFICANT AND MATERIAL PORTION OF THE CONSIDERATION PROVIDED BY GRANTEE TO GRANTOR IN CONNECTION WITH GRANTOR'S AGREEMENT TO CONVEY THE PROPERTY AND THAT GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE FOR THE OTHER CONSIDERATION GIVEN BY GRANTEE ALONE WITHOUT EACH SUCH RESTRICTION AND COVENANT.**

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant specially the Premises in this Agreement conveyed and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise, provided,

that this conveyance and the special warranty made by Grantor contained in this Agreement are subject to the matters contained in this Agreement and any and all matters of record, and the interest of Grantor in any offsite easements is conveyed without warranty. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

*[balance of page intentionally left blank;  
signatures appear on following pages]*

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

RAY DISTRIBUTING COMPANY, a Florida corporation

By: Aubrey L. Edge  
Aubrey L. Edge  
Its President

Signed, Sealed and Delivered In Our Presence:

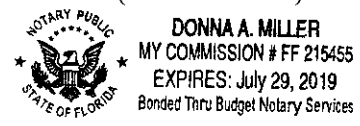
WITNESS: [Signature]  
Printed Name: A. K. Dan

WITNESS: [Signature]  
Printed Name: Donna A. Miller

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20<sup>th</sup> of June 2018 by Aubrey L. Edge, as President and on behalf of Ray Distributing Company, a Florida corporation. He is personally known to me.

[Signature]  
Notary Signature  
Print Name: Donna A. Miller  
Notary Public, State and County Aforesaid  
My commission expires: 7/29/2019  
Commission Number: FF 215455

(Notarial Seal)  


"GRANTEE":

PORT VILLAGE, LLC, a Florida limited liability company

By: [Signature]  
Summit Shah, Its Manager

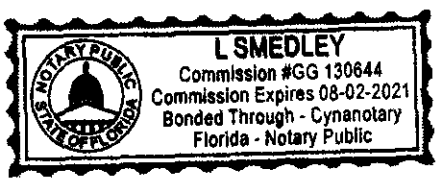
Witness: [Signature]  
Print Name: Bernie Genson

Witness: [Signature]  
Print Name: LOIS KLUG

STATE OF FLORIDA )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> of June 2018 by Summit Shah as manager of Port Village, LLC, a Florida limited liability company, on behalf of the company who is personally known to me or produced a \_\_\_\_\_ as identification.

**ORIGINAL**



[Signature]  
Notary Signature  
Print Name: L SMEDLEY  
Notary Public, State and County Aforesaid  
My commission expires: 08-02-2021  
Commission Number: #66130644

(Notarial Seal)

**EXHIBIT A TO DEED**  
**Legal Description of Premises**

A parcel of real property situated in St. Lucie County, Florida and more particularly described as follows:

**Lot 4, Block 1714 of PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof as recorded in Plat Book 14, Page(s) 22, 22A through 22G, of the Public Records of St. Lucie County, Florida.**

**EXHIBIT A TO DEED**  
**Permitted Exceptions**

Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

Any minerals or mineral rights leased, granted or retained by current or prior owners.

Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.