

This instrument prepared by:

Philip West, Esq.
RaceTrac, Inc.
200 Galleria Pkwy., SE
Suite 900
Atlanta, Georgia 30339

Please Return To:

Southern Title Holding Company, LLC
555 W. Grenada Boulevard, Ste H-12
Ormond Beach, FL 32174

This space reserved for Recorder's use only.

Tax Identification No. 031N280000014000000/Tax Folio No. 1004841

SPECIAL WARRANTY DEED

THIS INDENTURE is made as of the 10th day of October, 2025, between **RACETRAC, INC.**, a Georgia corporation f/k/a RaceTrac Petroleum, Inc. (hereinafter designated as "**Grantor**"), and **JACK'S FAMILY RESTAURANTS, LP**, a Delaware corporation (hereinafter designated as "**Grantee**") whose address is 124 West Oxmoor Road, Birmingham, Alabama 35209 (the words "Grantor" and "Grantee" include their respective successors, successors-in-title, assigns, legal representatives, personal representatives and heirs where the context requires or permits).

W I T N E S S E T H, T H A T:

GRANTOR, in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, conveyed and does by these presents grant, bargain, sell and convey unto said Grantee all of that property more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference, together with all buildings and improvements located on the property (the real property described in **Exhibit "A"** shall hereinafter be collectively referred to as the "**Property**"). Notwithstanding anything contained herein to the contrary, the Property is conveyed subject to those matters set forth on **Exhibit "B"**, attached hereto and by this reference made a part hereof (the "**Permitted Exceptions**") and the terms and conditions set forth below.

RESTRICTIONS: Grantee, for itself and on behalf of its successors, successors-in-title, assigns, legal representatives, personal representatives and heirs, hereby agrees that the use of all or any portion of the Property as, or in support of (e.g. for access, parking or utilities for), any of the following is prohibited without Grantor's prior written consent, which consent may be withheld for any reason or no reason at all: (1) a quick serve and/or fast food restaurant, whether with or without a drive-thru, serving coffee, coffee-based beverages, frozen carbonated beverages, "smoothie"-type drinks, sandwiches and/or deli-wraps and/or burritos, tacos, or other Mexican food or pizza; (2) a quick serve and/or fast food restaurant, whether with or without a drive-thru, serving primarily chicken or chicken-based items (such as KFC, Chick-fil-A, Zaxby's or Raising Cane's); (3) a beer, wine or liquor store; (4) retail coffee and/or bakery shop (including, but not limited to, a donut or bagel shop); (5) a retail outlet for motor fuels and/or a convenience store; (6) a tobacco products store; (7) a "dollar" store or other discount retail store similar to those operated under the brand names Family Dollar, Dollar Tree, Dollar General, Dollar Store, 99 Cents Only Store, Fred's or Five Below; (8) any yogurt store or business selling frozen yogurt or ice cream; (9) the installation of a

drinking well or the use of the Property as a daycare or school; and (10) any advertising of the foregoing businesses. Notwithstanding the foregoing, the operation of a customary "Jack's" branded restaurant selling its typical food and beverage offerings, including some of the prohibited items set forth above, shall be deemed to not violate the restrictions in clauses (1), (2), or (8). The term "retail outlet for motor fuels" shall include by way of illustration, but not by way of limitation, (i) a mobile dispensary or delivery service, and (ii) unless installed and operated by Grantor or an affiliate of Seller, the provision of charging services or stations for electric vehicles, even if any of the foregoing are only temporarily located at the Property restricted thereby. The restriction in clause (5) (i.e. the restriction prohibiting a retail outlet for motor fuels or a convenience store) shall be effective for the longest time allowed by State law. The restriction in clauses (1)-(4) and (6)-(10) shall remain in effect until the tenth (10th) anniversary of the date on which Grantee opens a Jack's-branded restaurant for business at the Property after which they terminate and are null and void.

Grantor specifically disclaims all representations and warranties, either express or implied, regarding the Property or the compliance of the Property with applicable federal, state or local statutes, rules, regulations or ordinances. The Property is hereby conveyed to Grantee "AS IS", "WITH ALL FAULTS", without guaranties or warranties of any kind, express or implied (including without limitation, value, merchantability or fitness for a particular purpose) except as to Grantor's special warranty of title.

Grantee shall indemnify, defend and hold Grantor, its affiliates and their respective officers, directors, employees, shareholders, agents, attorneys and contractors (collectively, the "**Grantor Indemnified Parties**") harmless from and against any and all costs, liabilities, suits, actions, damages, awards, settlements, judgments, expenses (including, without limitation, reasonable attorneys' fees and court costs) and claims (collectively, "**Claims**"), including, but not limited to, causes of action based on breach of contract, negligence, strict liability, or nuisance, which may be alleged against or incurred by any of the Grantor Indemnified Parties, arising out of or in any way related to Grantee's use of the Property, or to any failure of Grantee or the Property after the date hereof to comply with any applicable federal, state or local ordinances, laws or regulations, or to the future condition of the Property, including without limitation, the future presence of any hazardous or toxic substances, petroleum products, motor fuels, alcohol, lubricants or any components thereof, or any other contaminant or similar substance located on or about the Property, together with costs of cleanup or claims of third parties related thereto. Without limiting the foregoing, as of the date hereof, Grantee shall release the Grantor Indemnified Parties with respect to any and all Claims including, but not limited to, causes of action based on breach of contract, negligence, strict liability, or nuisance, which may be incurred by Grantee or any third parties and/or alleged against or incurred by any of the Grantor Indemnified Parties, arising out of or in any way related to Grantee's use of the Property, or to any past, present or future failure of any of the Grantor Indemnified Parties or the Property to comply with any applicable federal, state or local ordinances, laws or regulations, or to the past, present or future condition of the Property, including without limitation, the presence of any hazardous or toxic substances, petroleum products, motor fuels, alcohol, lubricants or any components thereof, or any other contaminant or similar substance located on or about the Property, together with costs of cleanup or claims of third parties related thereto. Grantee covenants not to sue or bring any action whatsoever against the Grantor Indemnified Parties arising out of or in connection with any of the foregoing.

Grantor reserves and retains all right, title and interest in and to all oil, gas and minerals in and under the Property, provided that Grantor hereby waives the right to use the surface of the Property in connection therewith.

The terms and conditions set forth in the four (4) immediately preceding paragraphs shall be deemed covenants which touch and concern and run with the Property and shall bind Grantee and its successors, assigns and heirs.

TO HAVE AND TO HOLD the Property, together with all rights, easements, appurtenances, privileges, reservations, tenements and hereditaments thereof, to the same being, belonging, or in anywise appertaining, to the use and benefit of the Grantee and its successors and assigns forever in FEE SIMPLE.

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Pages follow]

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this instrument the day and year first above written, all by and through its duly authorized officers.

GRANTOR:

Signed, sealed and delivered in the presence of:

RACETRAC, INC.
a Georgia corporation

Witness:

[Signature]
Print Name: Fidelle Peeks
Address: 2620 Pine Springs Lane SE
Atlanta GA 30067

By: *[Signature]*
Name: Robby Posener
Title: Chief Development Officer

Address:
200 Galleria Pkwy., SE
Suite 900
Atlanta, Georgia 30339

[Signature]
Print Name: MARIE HONEY
Address: 131 Sweet Maria Lane
Powder Springs, GA 30127

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10 day of October, 2025, by Robby Posener, as Chief Development Officer of RACETRAC, INC., a Georgia corporation.

[Signature]
Notary Public (Signature)

Print Name: Valencia M. Reid

My Commission Expires:

(NOTARY SEAL)

Personally known X OR Produced Identification —
Type of Identification Produced: —



IN WITNESS WHEREOF, Grantee has signed, sealed and delivered this instrument the day and year first above written, all by and through its duly authorized officers.

GRANTEE:

JACK'S FAMILY RESTAURANTS, LP,
a Delaware corporation

WITNESSES:

Amanda LeVert
Print Name: Amanda LeVert
124 West Oxmoor Road, Birmingham, AL 35209
Sophia Saab
Print Name: Sophia Saab
124 West Oxmoor Road
Birmingham, AL 35209

By: K. Todd Bartmess
Name: K. Todd Bartmess
Title: CEO

[CORPORATE SEAL]

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of October, 2025, by K. Todd Bartmess as Chief Executive Officer of Jack's a Delaware, on behalf of the corporation. He/She is personally known to me or produced _____ as identification and did not take an oath.

Amanda Lynn Harmon
NOTARY PUBLIC

My commission expires: 4/29/2026



Exhibit "A"

PARCEL NO. 1:

THE PROPERTY BEING SO MUCH OF THE NORTH HALF OF GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 28 WEST OF THE TALLAHASSEE MERIDIAN IN FLORIDA, SOUTH OF RIGHT OF WAY OF U.S. ROAD (HIGHWAY) 90, AS SAME LIES EAST 100 FEET OF THE WEST 300 FEET OF SAID PORTION OF SAID DESCRIBED PROPERTY LYING SOUTH OF SAID US HIGHWAY 90 RIGHT OF WAY, AS SAME IS NOW LOCATED AND SITUATED.

LESS AND EXCEPT THE WEST 50

FEET THEREOF. PARCEL NO. 2:

THE PROPERTY BEING SO MUCH OF THE NORTH HALF OF GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 28 WEST OF THE TALLAHASSEE MERIDIAN IN FLORIDA, SOUTH OF THE RIGHT OF WAY OF U.S. ROAD (HIGHWAY) 90, AS SAME LIES EAST 100 FEET OF THE WEST 400 FEET OF SAID PORTION OF SAID DESCRIBED PROPERTY LYING SOUTH OF SAID U.S. HIGHWAY 90 RIGHT OF WAY, AS SAME IS NOW LOCATED AND SITUATED.

UNRECORDED COPY

Exhibit "B"

PERMITTED ENCUMBRANCES

1. Taxes for the year 2025 and subsequent years, not yet due and payable.
2. Licenses, rights and easements, if any, with respect to public utilities or public transportation.
3. Zoning and other ordinances affecting the Property.
4. Matters that would be shown by a current, accurate ALTA survey of the Property.
5. Rights, liens, easements and other encumbrances which are a matter of public record.

UNOFFICIAL COPY