

STATE OF ALABAMA)

COUNTY OF SHELBY)

<u>Grantor's Name and Address:</u> Pelham Alto 18, LLC c/o ALTO Real Estate Funds 2093 Philadelphia Pike #1971 Claymont, DE 19703	<u>Grantee's Name and Address:</u> Specification Rubber Products, Inc. 1568 1st Street N. Alabaster, Alabama 35007
<u>Property Address If Available:</u> 3500 Pelham Parkway, Pelham, Alabama 35124	<u>Date of Conveyance:</u> <u>January 31</u> , 2024

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **PELHAM ALTO 18, LLC**, a Delaware limited liability company, f/k/a Pelham NCP, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by Specification Rubber Products, Inc., an Alabama corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained or mentioned, hereby grant, bargain, sell, and convey unto Grantee, (a) that parcel of land legally described in Exhibit A (the "Property") and (b) all improvements and fixtures located on the Property, including all buildings and structures presently located on the Property, TOGETHER, with all and singular, the rights, members, privileges, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD unto Grantee, its successors and/or assigns forever.

Grantor does further remise, release, quitclaim and convey unto Grantee, its successors and/or assigns forever, all of Grantor's right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances as well as all development rights, air rights, water, water rights (and water stock, if any) relating to the Property and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Property.

Without expanding by implication the limited warranty set forth herein, this conveyance and warranty of title set forth herein are made subject to those matters set forth on Exhibit B attached hereto (the "Permitted Exceptions").

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Property unto Grantee, its successor and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the Grantor, but not otherwise, and subject to the Permitted Exceptions.

All recording references in this deed are to the records appearing in the Office of the Judge of Probate of Shelby County, Alabama.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 25th day of January, 2024.

GRANTOR:

PELHAM ALTO 18, LLC

By: Dor Dezalovsky
Name: Dor Dezalovsky
Its: Authorized Signatory

STATE OF OHIO

COUNTY OF Franklin

Before me, a Notary Public in and for said County and State, personally appeared Dor Dezalovsky, by me known and by me known to be the Authorized Signatory of Pelham Alto 18, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing Deed on behalf of said Authorized Signatory.

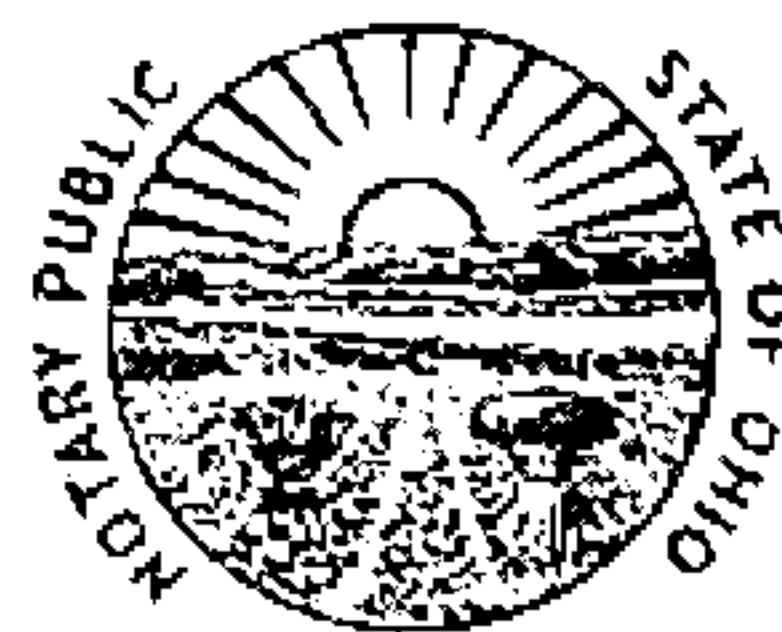
Witness my hand Notarial Seal this 25th day of January, 2024.

Sheila M. Snider
Notary Public
Printed Name

My Commission expires: 06/26/2028

My County of Residence: Franklin

[Seal]



SHEILA M SNIDER
Notary Public
State of Ohio
My Comm. Expires
June 26, 2028

This Instrument Prepared By
and When Recorded Return to:

Holland & Knight LLP
800 17th Street, N.W., Suite 1100
Washington, D.C. 20006
Attn: Janis Schiff, Esq.
Email: Janis.Schiff@hklaw.com

Exhibit A
(Legal Description)

The land referred to in this instrument is situated in the County of Shelby, State of Alabama, and described as follows:

Commencing at the Northwest corner of Section 25, Township 20 South, Range 3 West; thence South 88 degrees 52 minutes 57 seconds East and along the North boundary of the Northwest Quarter of said Section a distance of 574.09 feet; thence South 08 degrees 10 minutes 22 seconds East and leavings said North boundary and run a distance of 513.53 feet; thence South 06 degrees 31 minutes 22 seconds East and run a distance of 452.08 feet; thence South 01 degrees 54 minutes 22 seconds East and run a distance of 190.04 feet; thence South 01 degrees 54 minutes 22 seconds East run a distance of 82.03 feet; thence South 88 degrees 36 minutes 58 seconds East run a distance of 26.47 feet; thence South 02 degrees 03 minutes 13 seconds East run a distance of 89.38 feet to the POINT OF BEGINNING; thence run South 02 degrees 00 minutes 28 seconds East a distance of 525.12 feet; thence run South 04 degrees 05 minutes 10 seconds West a distance of 29.85 feet; thence run South 87 degrees 40 minutes 33 seconds East a distance of 291.57 feet; thence along a curve to the right concave Westerly, with a radius of 4873.00 feet, a delta angle of 2 degrees 25 minutes 16 seconds, with a chord bearing of South 14 degrees 33 minutes 59 seconds West, with an arc length of 205.91 feet, a chord length of 205.90 feet; thence run South 15 degrees 51 minutes 43 seconds West a distance of 182.75 feet; thence run North 87 degrees 08 minutes 15 seconds West a distance of 199.97 feet; thence run South 03 degrees 16 minutes 26 seconds West a distance of 32.26 feet; thence run North 86 degrees 38 minutes 46 seconds West a distance of 52.13 feet; thence run South 02 degrees 48 minutes 45 seconds West a distance of 203.94 feet; thence run South 81 degrees 08 minutes 03 seconds East a distance of 194.00 feet; thence run South 15 degrees 56 minutes 41 seconds West a distance of 28.25 feet; thence run North 81 degrees 06 minutes 49 seconds West a distance of 173.08 feet; thence run South 08 degrees 39 minutes 36 seconds West a distance of 53.04 feet; thence run North 81 degrees 05 minutes 10 seconds West a distance of 480.54 feet; thence along a curve to the left concave Westerly, with a radius of 2899.72 feet, a delta angle of 6 degrees 25 minutes 27 seconds, a chord bearing of North 02 degrees 26 minutes 37 seconds East, an arc length of 325.13 feet, and a chord length of 324.98 feet; thence run North 00 degrees 49 minutes 09 seconds West a distance of 850.04 feet; thence run South 82 degrees 50 minutes 49 seconds East a distance of 126.27 feet; thence run North 88 degrees 02 minutes 23 seconds East a distance of 400.79 feet, which is the point of beginning.

The above described property is now known as Lots 1, 2 and 3 according to the Survey of 3500 Pelham Pkwy, a Commercial Development as recorded in Map Book 57, Page 75 in the Probate Office of Shelby County, Alabama.

Together with and subject to any beneficial real property rights, if any, regarding Ingress/egress and drainage easement dated 5-28-1997 between OTR an Ohio general partnership and Wal-Mart Stores, Inc. recorded in Instrument 1997-23315.

Together with and subject to any beneficial real property rights, if any, regarding Easement agreement dated December 31, 1986 between Sherman Holland, Jr. and D&T Associates recorded in Book 107, page 951.

Exhibit B
(Permitted Exceptions)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes due in the year of 2024, a lien, but not yet payable, until October 1, 2024
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
4. Rights or claims of parties in possession not shown by the public records.
5. Any facts, rights, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
6. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
8. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
9. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.
10. Utilities easement agreement dated 7-10-2002 in favor of Alabama Power Company recorded in Instrument No. 2002-398480 as shown on Survey entitled ALTA/ACSM Land Title Survey prepared by Republic National dated October 9, 2018 under Job No. 393781.
11. Right of way in favor of Southern Natural Gas Corporation recorded in Volume 90, page 461 and Volume 91, page 231.
12. Right of way in favor of Alabama Power Company recorded in Deed Book 150, page 364.

13. Easement agreement dated December 31, 1986 between Sherman Holland, Jr. and D&T Associates recorded in Book 107, page 951
14. Right of way in favor of Alabama Power Company recorded in Deed Book 55, page 454; Deed Book 102, pages 198 and 205; Deed Book 113, page 95; Deed Book 138, pages 52 and 219; Deed Book 141, page 506; Deed Book 150, page 363; Deed Book 170, pages 253 and 262; Deed Book 187, page 58.
15. Ingress egress and drainage easement dated 5-28-1997 between OTR an Ohio general partnership and Wal-Mart Stores, Inc. recorded in Instrument 1997-23315 as shown on Survey entitled ALTA ACSM Land Title Survey prepared by Republic National dated October 9, 2018 under Job No. 393781.
16. Utility easement agreement dated 1-30-1995 by and between Sherman Holland, Jr. and Wal-Mart Stores, Inc. recorded in Instrument 1995-3451 as shown on Survey entitled ALTA ACSM Land Title Survey prepared by Republic National dated October 9, 2018 under Job No. 393781.
17. Rights of tenants, as tenants only, under prior unrecorded leases with no options to purchase or rights of first refusal.
18. Easement granted to Sprint Communications Company L.P. et al by virtue of Court Order in Civil Action No. 02-PWG-1447-S as recorded in Instrument #20120217000059230.
19. The following matters shown on Survey entitled ALTA ACSM Land Title Survey prepared by Republic National dated October 9, 2018 under Job No. 393781:
 - a. Extension of curbing outside of property boundary;
 - b. Extension of fence outside of property boundary;
 - c. Retention Pond on North side of Property;
 - d. Metal Tank 24' tall;
 - e. Concrete Building 19' tall;
 - f. Extension of Wall outside boundary of southeast side of subject property;
 - g. Building setback lines per zoning.
20. Subject to all easements, rights of ways, set back lines and utilities as set forth in Map Book 57, Page 75 in the Probate Office of Shelby County, Alabama.
21. All matters identified in the Survey prepared by ESP Associates AL, Inc., and dated December 20, 2023.

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name:	Pelham Alto 18, LLC	Grantees' Name:	Specification Rubber Products, Inc.
Mailing Address:	c/o ALTO Real Estate Funds 2093 Philadelphia Pike #1971 Claymont, Delaware 19703	Mailing Address:	1568 1 st Street N. Alabaster, Alabama 35007
Property Address:	3500 Pelham Parkway Pelham, Alabama 35124	Date of Sale:	Purchase Price: \$11,500,000.00 <u>January 31</u> , 2024

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required):

☐ Bill of Sale
 ☐ Appraisal
☐ Sales Contract
 ☐ Other: _____
☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

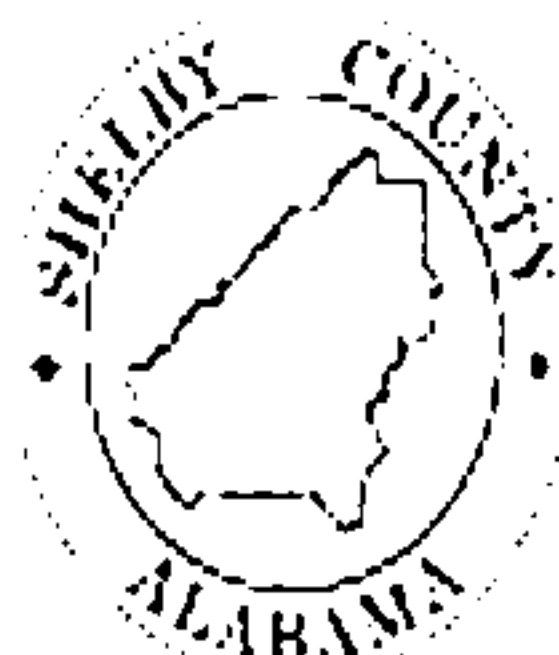
Date: January 31, 2024

Grantor:

PELHAM ALTO 18, LLC.
a Delaware limited liability company

By: Dor Dezalovsky
Name: Dor Dezalovsky
Title: Authorized Signatory

☒ Unattested



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/01/2024 03:02:19 PM
\$11540.00 BRITTANI
20240201000026680

Allen S. Byrd