

This Instrument Was Prepared By:

David W. Morton
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203

Send Tax Notice To:

MIDA GROUP II, LLC.
3071 118th Avenue N
St Petersburg, Florida 33716
Attn: Michael E. Barger

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred and No/100 Dollars (\$100.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, **ALABAMA POWER COMPANY**, an Alabama corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys, subject to the matters set forth below, unto **MIDA GROUP II, LLC**, a Florida limited liability company (herein referred to as "Grantee"), the land in Shelby County, Alabama, described on Exhibit A hereto, together with all rights, privileges and easements thereunto belonging, if any, but excluding all mineral and mining rights related thereto to which Grantor has title, if any, together with any buildings, improvements and fixtures located thereon other than power delivery and communication facilities of Grantor, and all other privileges and easements appertaining thereto (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Grantee, its heirs, personal representatives, successors and assigns forever.

And, said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, except as specifically listed on Exhibit B attached hereto, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims by, through or under Grantor, but not otherwise.

By its acceptance of this conveyance, Grantee, for itself and its heirs, personal representatives, successors and assigns, hereby acknowledges and covenants (i) that it accepts the Property "As Is" and "With All Faults", (ii) that it releases and waives any claim against Grantor, its employees, agents and contractors relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof, and (iii) that it will protect, defend, hold harmless and indemnify

Grantor, its employees, agents and contractors from and against any claim, demand, cause of action, liability, cost or expense (including reasonable attorneys' fees and legal expenses) to the extent arising out of the nature and condition of the Property.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:

Alabama Power Company
Corporate Real Estate
600 North 18th Street
Birmingham, AL 35203

Grantee's Name and Mailing Address:

MIDA GROUP II, LLC.
3071 118th Avenue N
St Petersburg, Florida 33716
Attn: Michael E. Barger

Property Address: 100 Clark Street, Pelham, AL 35124

Date of Sale: February 29, 2024

Purchase Price: \$2,200,000.00

The Purchase Price can be verified by the closing statement

[signature page to follow]

IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective
as of February 29, 2024.

ALABAMA POWER COMPANY
an Alabama corporation

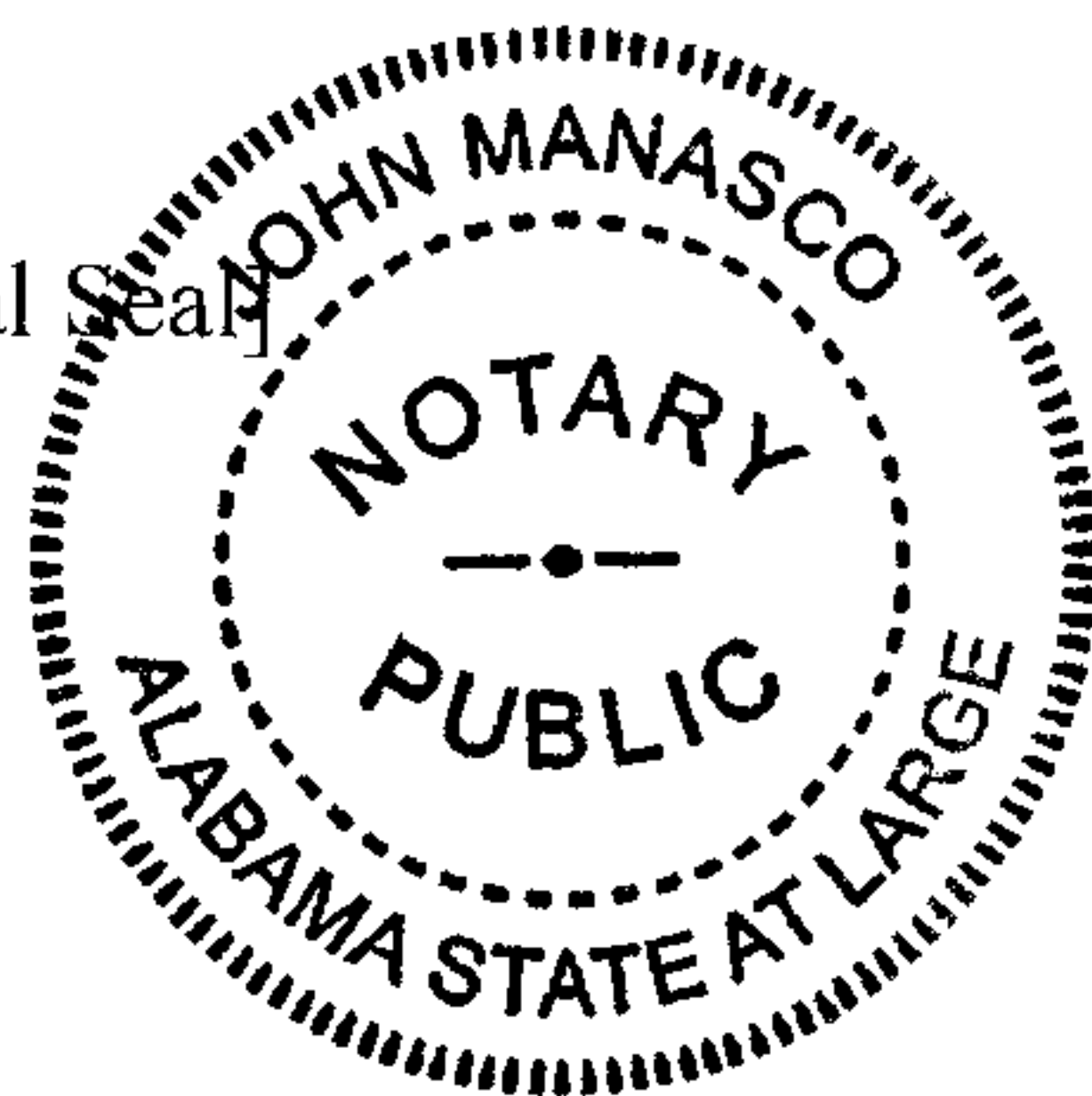
By: Angie B. Noel
Name: Angie B. Noel
Title: Director of Shoreline, Leasing and Sales

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Angie B. Noel, whose name as Director of Shoreline, Leasing and Sale of **ALABAMA POWER COMPANY** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 28th day of February, 2024.

[Notarial Seal]



John Manasco
NOTARY PUBLIC
My Commission expires: 1/10/2027

EXHIBIT A**Description of Property****Parcel 1:**

A parcel of land situated in the Northeast Quarter(NE ¼) of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being lots 2A, and the southerly portion of 6B, according to that Resurvey of Ralph Tulley Industrial Park as recorded in Map Book 6, Page 89, Probate records, Shelby County, Alabama, and more particularly described as follows:

Commence at the northeast corner of Section 23, Township 20 South, Range 3 West; thence run southerly along the east line of said Section 23 a distance of 959.2 feet to a point; thence turn an angle to the right of 71 degrees 25 minutes and run southwesterly a distance of 968.1 feet to a point on the westerly margin of Hinds Street, said point being the point of beginning of the parcel herein described.

From such point of beginning, run South 73 degrees 37 minutes West a distance of 189.5 feet to a point; thence run North 84 degrees 05 minutes West a distance of 54.04 feet to a point; thence run South 74 degrees 12 minutes West a distance of 191.98 feet to a point; thence run North 00 degrees 13 minutes West a distance of 82.6 feet to a point; thence run South 73 degrees 04 minutes West a distance of 347.9 feet to a point on the easterly right-of-way margin of Clark Drive a distance of 70.1 feet to a point; thence run North 07 degrees 33 minutes West and along the easterly right-of- way margin of Clark Drive a distance of 98.65 feet to a point; thence run South 06 degrees 09 minutes East a distance of 65.48 feet to a point; thence run North 59 degrees 34 minutes East a distance of 12.44 feet to a point; thence run North 64 degrees 54 minutes East a distance of 134.7 feet to a point on the westerly right of way margin of Hinds Street; thence run South 16 degrees 23 minutes East and along the westerly margin of said Hinds Street a distance of 231.65 feet to the point of beginning.

The intent of this description is to convey that parcel of land described in the deed of correction dated the 20th day of February, 1984 and recorded in deed book 353, page 403, in the office of the Judge of Probate, Shelby County, Alabama. (Referenced in Alabama Power's internal records as Parcel # SP1355)

Parcel 2:

Lot 1 of Ralph Tulley Industrial Park Survey as recorded in Map Book 5, Page 66 in the Office of probate Judge of Shelby County, located in the Courthouse of Columbiana, Alabama, and being more particularly described as follows:

Commence at the SE corner of the NE ¼ of NE ¼ of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama; thence run west along the South line of said ¼-1/4 section for a distance of 812.44 feet to a point; thence turn an angle to the right of 72 degrees 40 minute 10 seconds and run for a distance of 52.91 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run for a distance of 189.97 feet to a point; thence turn an angle of 22 degrees 17 minutes 30 seconds to the right and run for a distance of 54.04 feet to a point; thence turn an angle of 22 degrees 17 minutes 30 seconds to the left and run for a distance of 191.39 feet to the point of beginning; thence from point thus obtained turn an angle of 106 degrees 42 minutes to the left and run for a distance of 347.72 feet to a point (said point being on the East Right of Way of 50' Public Road): thence turn an angle of 89 degrees 27 minutes 20 seconds to the left for a distance of 89.22 feet along said right of way to a point; thence turn an angle of 90 degrees 12 minutes to the left and run for a distance of 32.87 feet to the point of beginning.

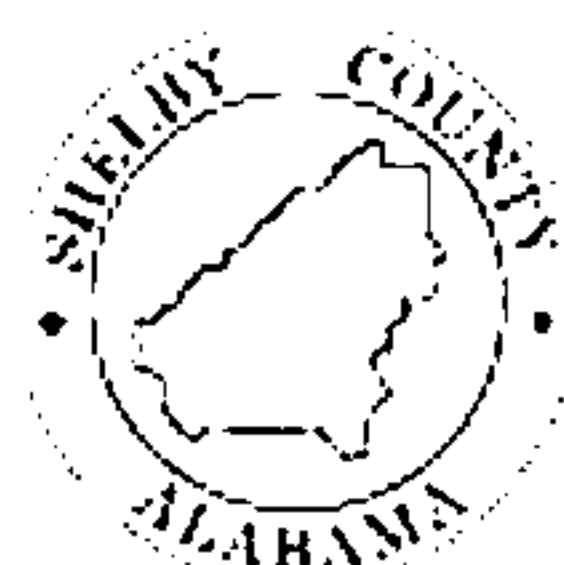
Said parcel of land lying I the Northeast Quarter of Section 23, Township 20 South, 3 West in Shelby County, Alabama.

The intent of this description is to convey that parcel of land described in the deed of conveyance dated the 1st day of December, 1988 and recorded in deed book 215, page 976, in the office of the Judge of Probate, Shelby County, Alabama. (Referenced in Alabama Power's internal records as Parcel # SP1507)

EXHIBIT B**Permitted Encumbrances**

1. Taxes and assessments for the current and subsequent years which are a lien but which are not yet due and payable.
2. This conveyance is made subject to a perpetual easement hereby reserved by the Grantor, for itself and for its successors and assigns, where Grantor's facilities, if any, are presently located on or adjacent to the Property. Said easement reserves the right from time to time to construct, install, operate, and maintain, upon, over, under, and across the Property all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith, for the overhead and/or underground transmission and distribution of electric power and communications. Such right of way is located and extends five (5) feet on all sides of any such underground facilities and fifteen (15) feet on all sides of said overhead facilities, as and where installed, together with all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said facilities, the right in the future to install intermediate poles and facilities on said right of way, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead facilities, Grantor is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of Grantor, may now or hereafter endanger, interfere with, or fall upon any such overhead facilities. In the event it becomes necessary or desirable for Grantor to move said facilities in connection with the construction or improvement of any public road or highway in proximity to the facilities, Grantor further reserves the right to relocate the facilities and, as to such relocated facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.
3. That certain Lease Agreement dated February 1, 2020, by and between Grantor, as lessor ("Lessor") and Star Construction, LLC, a Delaware limited liability company, as lessee ("Lessee"), as modified and extended by that certain letter agreement dated as of January 31, 2023, by and between Lessor and Lessee.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 279, page 310, in Probate Office.
5. Easement(s) granted to South Central Bell Telephone Company as set out in Deed Book 333, page 35, in the Probate Office.

07076938.1



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/04/2024 08:37:22 AM
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Allen S. Bayl