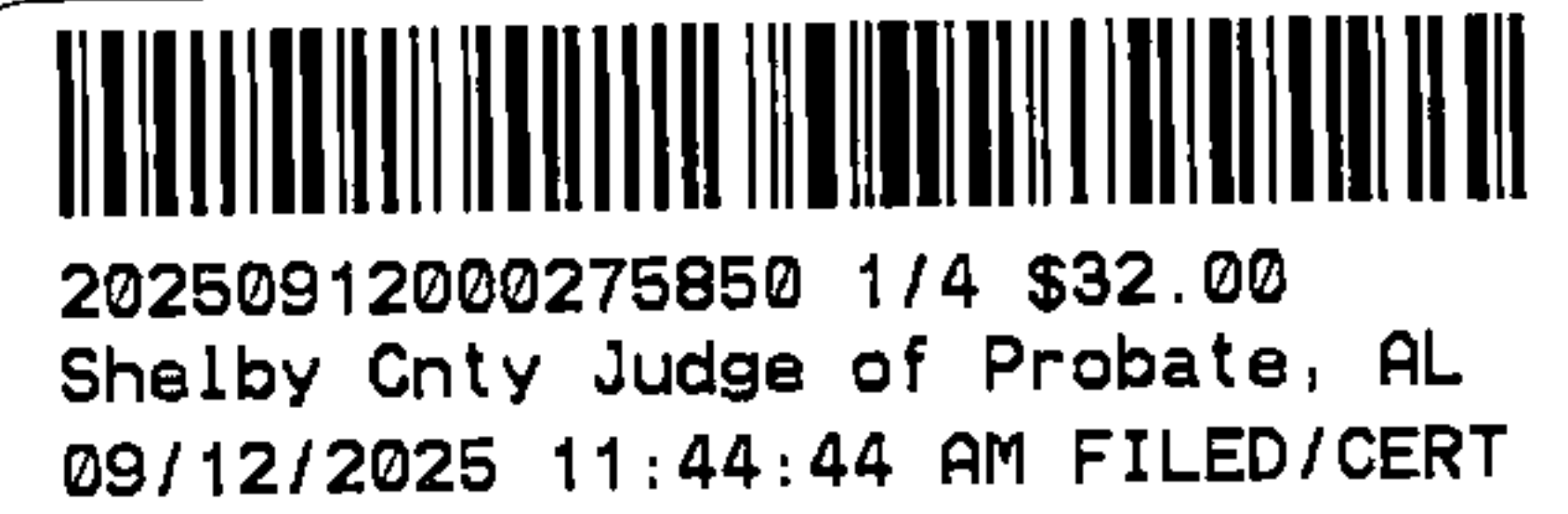


THIS INSTRUMENT PREPARED BY:
Gregory K. Mixon, Esq.
Mixon Brown, LLC
44 Inverness Center Parkway, Suite 140
Birmingham, AL 35242

Send tax notices to:
Time Square Partners, LLC
3800 Colonnade Parkway, Suite 140
Birmingham, AL 35243
Attn: Andrew Patterson

STATE OF ALABAMA)
SHELBY COUNTY)



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **BIG BEN, INC.**, an Alabama corporation ("Grantor"), by **TIME SQUARE PARTNERS, LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever.

Part of the consideration paid for this conveyance has been paid out of the proceeds of a mortgage loan filed simultaneously herewith.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

And Grantor, for Grantor, and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor and Grantor's successors and assigns, except with respect to the Exceptions, shall warrant and defend the same to Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but not otherwise.

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:	Grantee's Name and Mailing Address:
Big Ben, Inc.	Time Square Partners, LLC
2205 16 th Avenue South, Unit A	44 Inverness Center Parkway, Suite 140
Birmingham, AL 35205	Birmingham, AL 35242
Property Address:	502 Cahaba Park Circle, Birmingham, AL 35244
Date of Sale:	September 10, 2025
Purchase Price:	\$1,270,000.00
The Purchase Price can be verified in:	☒ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment

[Signature on following page]

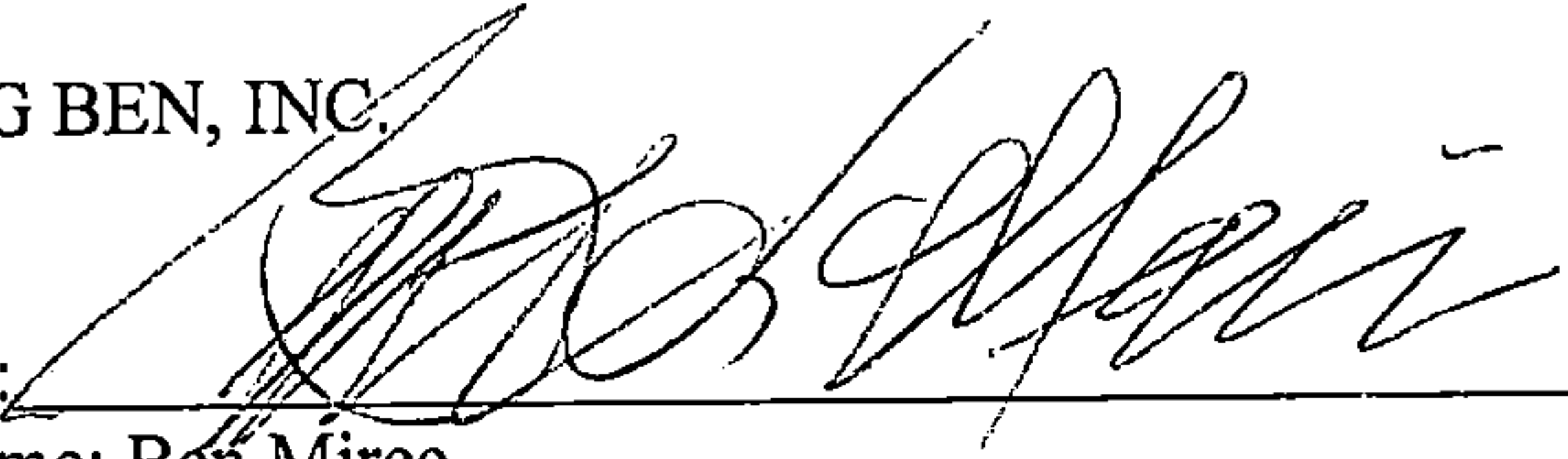


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Shelby Cnty Judge of Probate, AL
09/12/2025 11:44:44 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

GRANTOR:

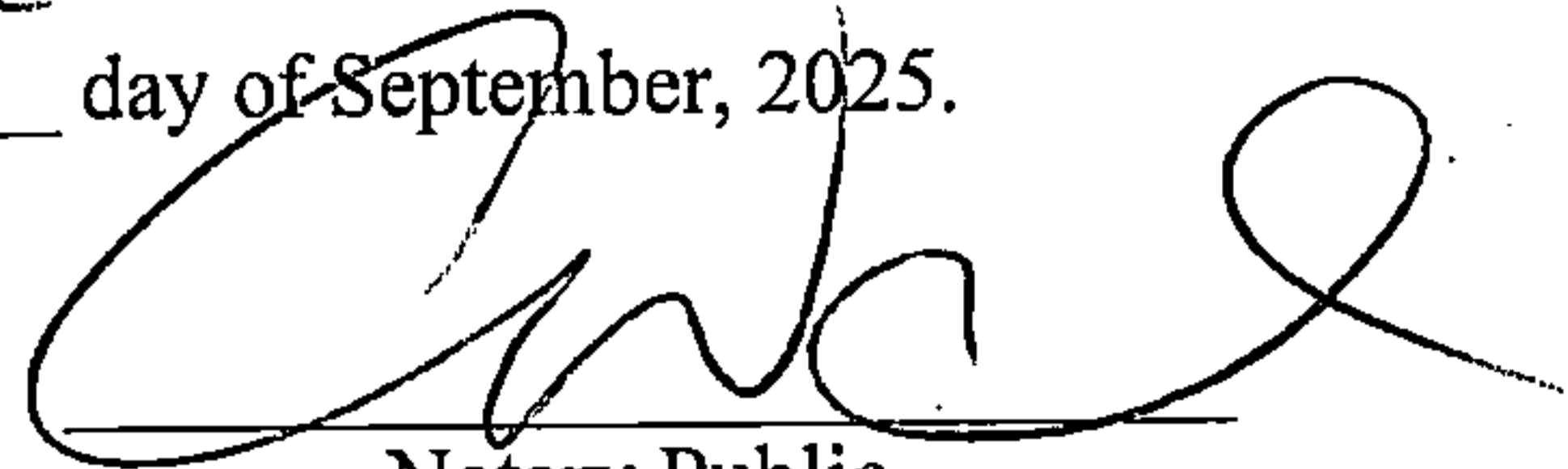
BIG BEN, INC.

By: 
Name: Ben Miree
Title: President

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BEN MIREE, whose name as President of Big Ben, Inc., an Alabama corporation, 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 said instrument, he/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 official seal, this 10th day of September, 2025.


Notary Public

AFFIX SEAL

My commission expires: 9-30-28

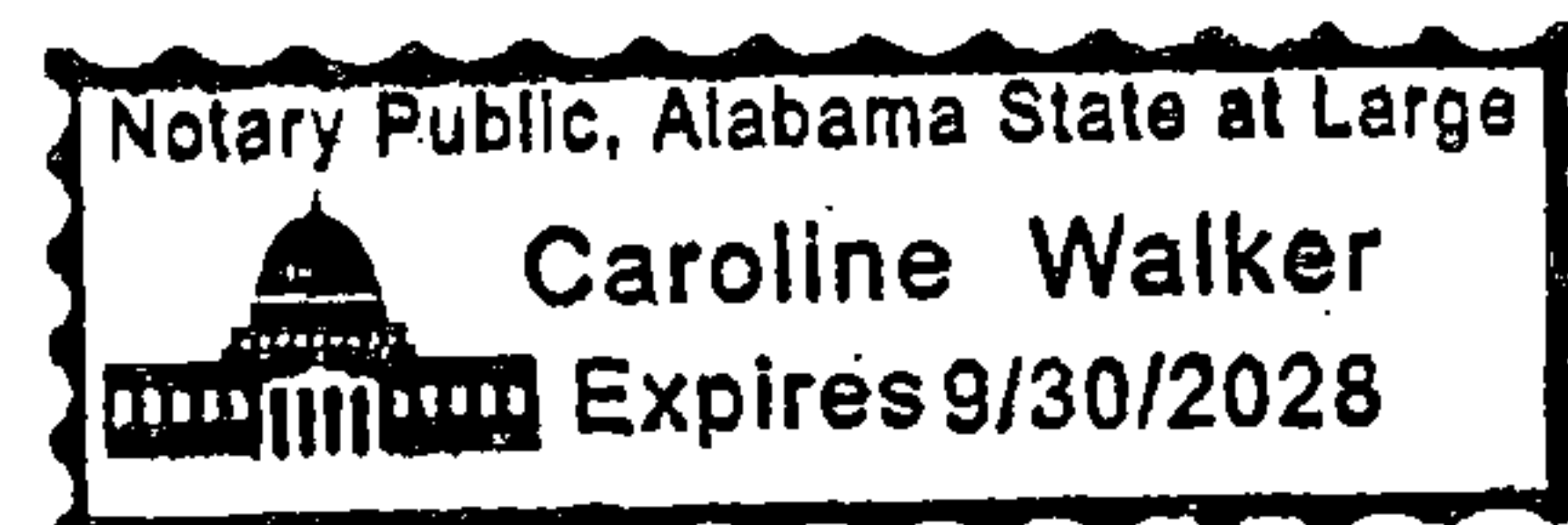


EXHIBIT A

Description of the Property



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PARCEL 1:

Lot 8-B, according to a Resurvey of Lot 8-A and Lot 9, Cahaba Park South, as recorded in Map Book 13, Page 76, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Rights obtained pursuant to that certain Easement Agreement recorded in Inst. # 1997-32377, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Exceptions



20250912000275850 4/4 \$32.00
Shelby Cnty Judge of Probate, AL
09/12/2025 11:44:44 AM FILED/CERT

1. Taxes and assessments for the year 2025, and subsequent years, not yet due and payable.
2. Any minerals or mineral rights not owned by Grantor.
3. Easement(s), building line(s), notes and restrictions as shown on recorded map(s) in Map Book 13, Page 76.
4. Easement as reserved in Real Volume 160, Page 830.
5. Non-exclusive sewer easement agreement in Real Volume 73, Page 986.
6. Sanitary sewer easement in Real Volume 72, Page 1.
7. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 285, Page 802; Deed Book 347, Page 105; Real Volume 67, Page 559, and Real Volume 182, Page 535.
8. Restrictions appearing of record in Real Volume 69, Page 393; Real Volume 37, Page 96 amended in Real Volume 51, Page 996; Real Volume 71, Page 925; Real Volume 38, Page 71; Real Volume 71, Page 931; Real Volume 87, Page 644, and Real Volume 87, Page 640.
9. Restrictions and covenants contained in letter dated August 12, 1985 to Shelby County Planning Commission referred to in deed recorded in Real Volume 160, Page 830.
10. Easement for storm sewer in Real Volume 71, Page 994.
11. Easement agreement recorded in Instrument Number 1997-32377.
12. Easement to Alabama Power Company recorded in Book 323, Page 688.
13. Easement recorded in Book 249, Page 447.
14. Rights of interested parties under outstanding unrecorded leases.
15. The following matters as shown on survey prepared by Thomas Scott Dreher, dated May 30, 2025:
 - a) Failure of the fence to follow the property line to the Northeast.
 - b) Asphalt over 20 foot easement for utilities and storm drainage.
16. Any claim relating to litigation captioned Melissa Fendley, vs. Big Ben, Inc., Case No: 2:25-cv-00742-MHH, in the US District Court, Northern District of Alabama, Southern Division.