

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY     )

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**FIRST AMENDMENT TO RESTRICTIVE USE AND RECIPROCAL EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO RESTRICTIVE USE AND RECIPROCAL EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the \_\_\_\_ day of February, 2020, by and between EBSCO INDUSTRIES, INC., a Delaware corporation ("EBSCO"), and GREYSTONE WAY, LLC, a Florida limited liability company authorized to do business in Alabama ("Owner").

**WITNESSETH:**

WHEREAS, EBSCO and Owner executed that certain Restrictive Use and Reciprocal Easement Agreement, dated November 1, 2018, and recorded at Instrument 20181102000389880, in the Probate Office of Shelby County, Alabama (the "REA"); and

WHEREAS, EBSCO and Owner wish to amend the REA, as set forth in this Amendment.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, EBSCO and Owner do hereby amend the REA as follows:

**AMENDMENT:**

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the REA.

2. **Grant of Signage Easement to Owner.** Section 3.06 of the REA "Grant of Signage Easement to Owner" is hereby deleted in its entirety and replaced with the following:

3.06 **Grant of Signage Easement to Owner.** EBSCO does hereby grant to Owner (or any Tenants of Owner to which Owner may assign or license to the rights granted to Owner pursuant to this Section 3.06) a permanent, perpetual and non-exclusive easement for: (a) two (2) panels on both sides of the Common Signage pylon sign at the entrance of Tattersall Boulevard and Highway 280 (one (1) sign panel shall be for Publix and one (1) sign panel shall be for Apron's Cooking School as shown on Schedule C-2 attached hereto and incorporated herein by reference); and (b) one (1) panel on both sides of any other Common Signage; each subject to the following: (a) Owner shall, at Owner's sole cost and expense, construct, erect, install and maintain in good condition and repair at all times any signage panels erected or

placed on the Common Signage by Owner (or any Tenants thereof); (b) except for Publix's signage panels for both its grocery store and its Apron's Cooking School) which shall be deemed approved, EBSCO reserves the right to approve all signage panels to be installed by Owner on the Common Signage, including the Person to install the same, which approval shall not be unreasonably withheld, conditioned or delayed; and (c) to the extent any signage panels erected on the Common Signage are for any Tenants of the Owner Property (other than Publix) and any such Tenants (other than Publix) cease to be open for reasonable hours customary for such type of business (exclusive of any state or federal holidays and other than by reason of any Casualty/Condemnation), then Owner shall promptly remove the signage panels for such Tenant(s) from the Common Signage and replace the same with signage panels approved by EBSCO pursuant to the terms and provisions of this Section 3.06. Notwithstanding anything provided in this Section 3.06 to the contrary, if the Apron's Cooking School ceases to be open for reasonable hours customary for such type of business (exclusive of any state or federal holidays and other than by reason of: any Casualty/Condemnation, force majeure, remodeling or renovations to Apron's (that begin within ten (10) days of Apron's not operating for reasonable hours customary for such type of business), or governmental regulations, then Owner shall be obligated to promptly remove said signage panels for Apron's Cooking School and no replacement signage shall be allowed for other Tenants of the Property unless otherwise approved in writing by EBSCO.

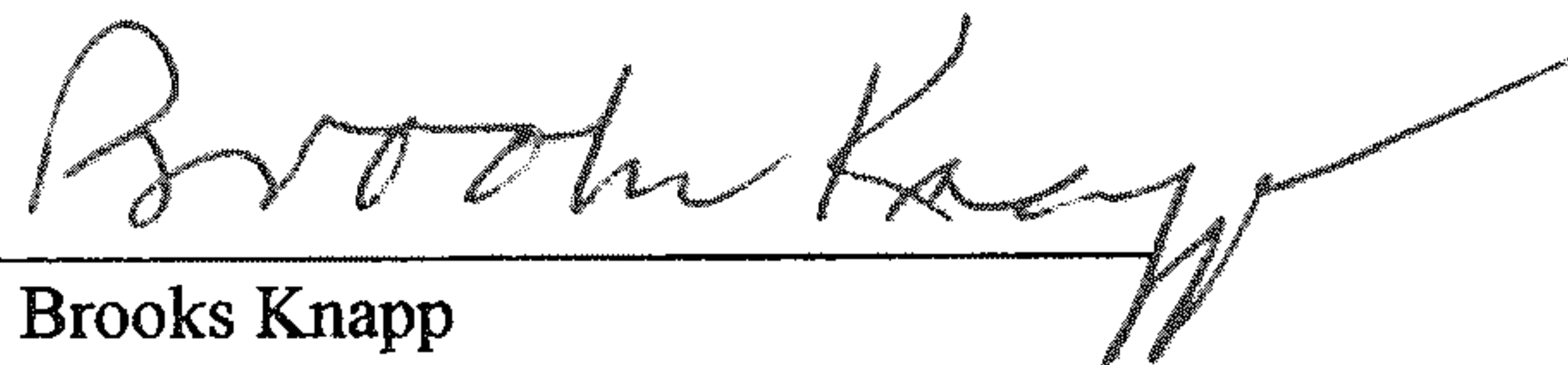
3. **Exhibit C- Common Signage.** The second (2<sup>nd</sup>) page of Exhibit C of the REA-Rendering of "Tattersall Pylon-HWY 280" is hereby deleted in its entirety and replaced with the new Rendering of "Tattersall Pylon-HWY 280" attached to this Amendment as Schedule C-2, and by this reference made a part of the REA; provided, however, that (a) EBSCO and Owner acknowledge and agree that Schedule C-2 only reflects three (3) sign parcels, (b) that the "Tattersall Pylon-HWY 280" Common Signage has been approved for four (4) sign parcels by the City and (c) EBSCO has the right, in its sole and absolute discretion, to grant to any Persons the right to utilize the remaining two (2) sign parcels on such Common Signage (and, to the extent the Apron's Cooking School sign panel is required to be removed pursuant to Section 3.06 of the REA, the rights to use the third sign panel on such Common Signage). The rest of Exhibit C of the REA remains unchanged.

4. **Miscellaneous.** Except as amended by this Amendment, the terms and conditions of the REA remain unchanged, and in full force and effect. To the extent the terms and provisions of this Amendment conflict with the terms and provisions of the REA, the terms and provisions of this Amendment shall control and govern.

IN WITNESS WHEREOF, EBSCO and Owner have executed this Amendment on the date stated above.

**EBSCO:**

**EBSCO INDUSTRIES, INC.**, a Delaware corporation

By:   
Brooks Knapp  
Its Vice President


STATE OF ALABAMA

COUNTY OF SHELBY }

} ss:

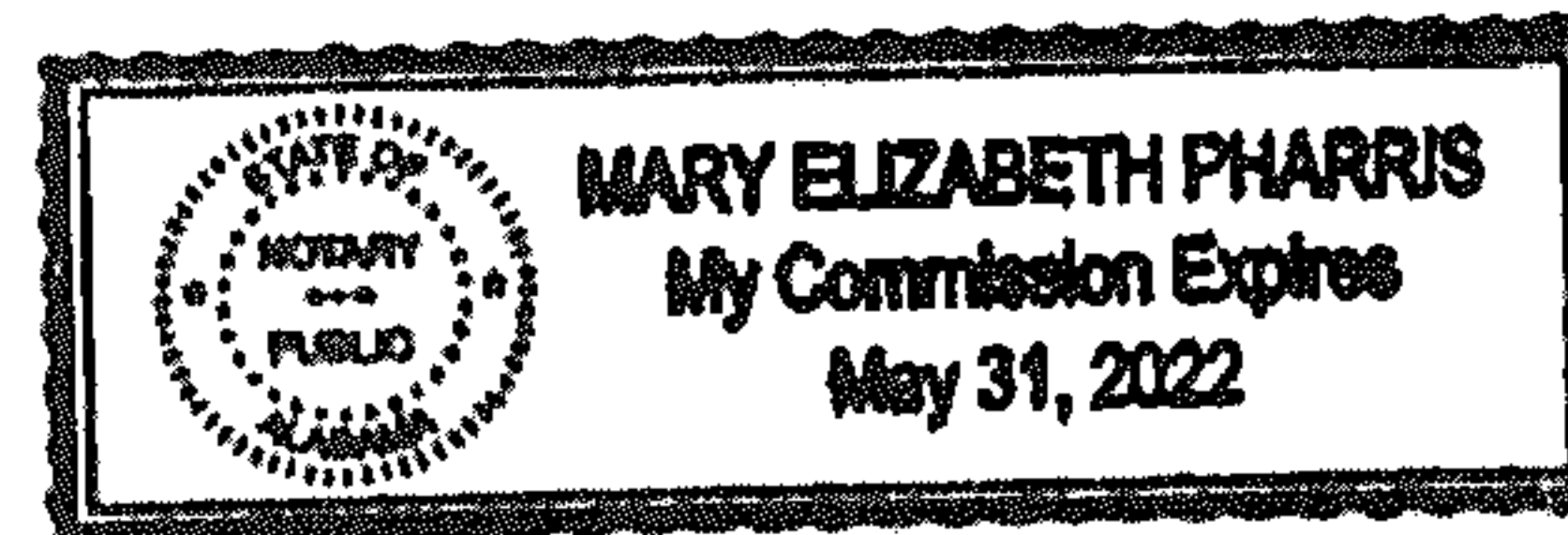
I, the undersigned Notary Public in and for said County, in said State, hereby certify that Brooks Knapp, whose name as Vice President of EBSCO INDUSTRIES, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of the aforesaid corporation.

Given under my hand and official seal this 17 day of Feb., 2020.

  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_





OWNER:

GREYSTONE WAY, LLC, a Florida  
limited liability company, authorized to do  
business in Florida

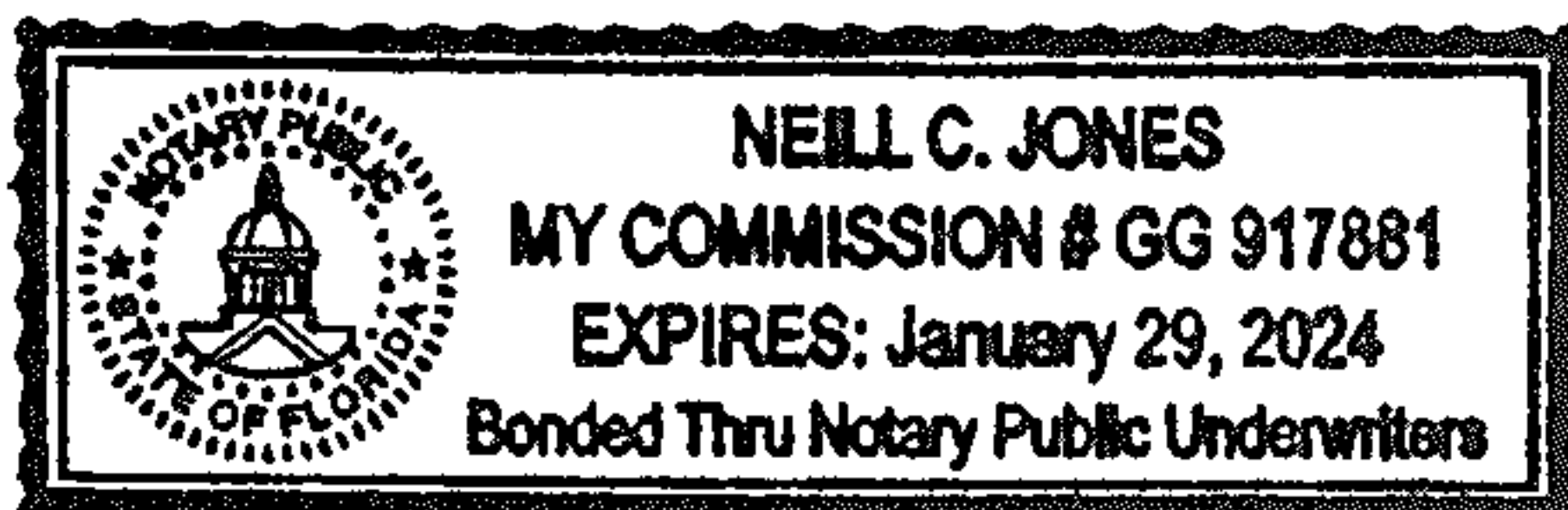
By: [Signature]  
Printed Name: JAMES J WHITE  
Title: MANAGING MEMBER

STATE OF FLORIDA  
COUNTY OF PINELLAS

}  
SS:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that  
James J White, whose name as Manager of Greystone  
Way, LLC, a Florida limited liability company is signed to the foregoing instrument and  
who is known to me, acknowledged before me by means of ☒ physical presence or ☐  
online notarization on this day that being informed of the contents of this instrument, he  
as such Manager and with full authority, executed the same voluntarily for and  
as the act of aforesaid limited liability company.

Given under my hand and official seal this 18<sup>th</sup> day of February, 2020.



[NOTARIAL SEAL]

[Signature]  
Notary Public  
My Commission Expires: 1/29/2024

This instrument prepared by:  
Alton L. Lightsey, Esq.  
Lightsey & Associates, P.A.  
2105 N. Park Ave  
Winter Park, FL 32789

**Schedule C-2**

**PAGE 2 OF EXHIBIT C TO REA: NEW RENDERING OF TATTERSALL  
PYLON-HWY 280**

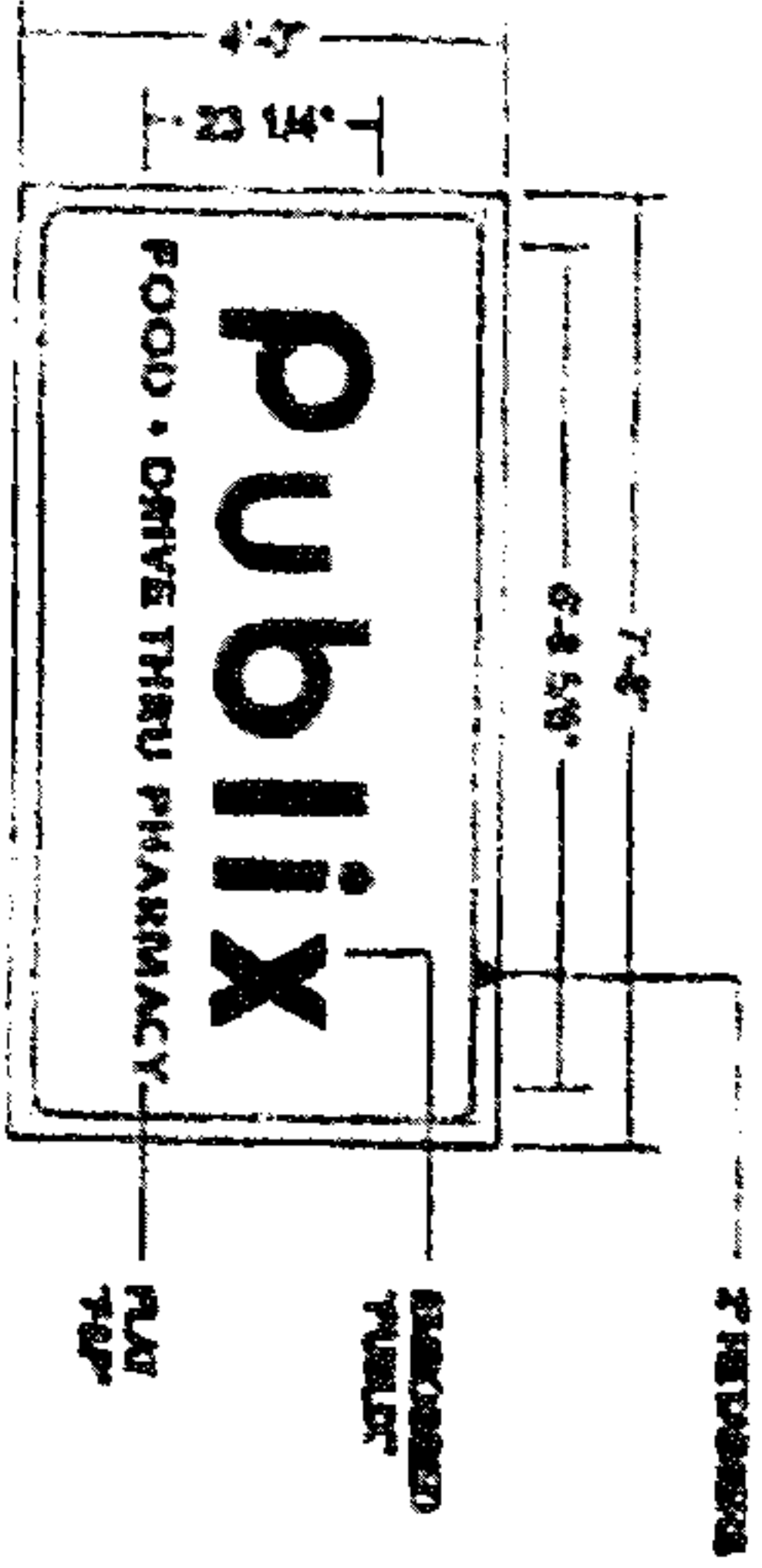
# Publix

## Sheet C-2

Site Name: Publix Property ID: xx  
Address: xxxx City/ST: Hoover, AL AID #: 18-41037

TATTERSALL PYLON - HWY 280

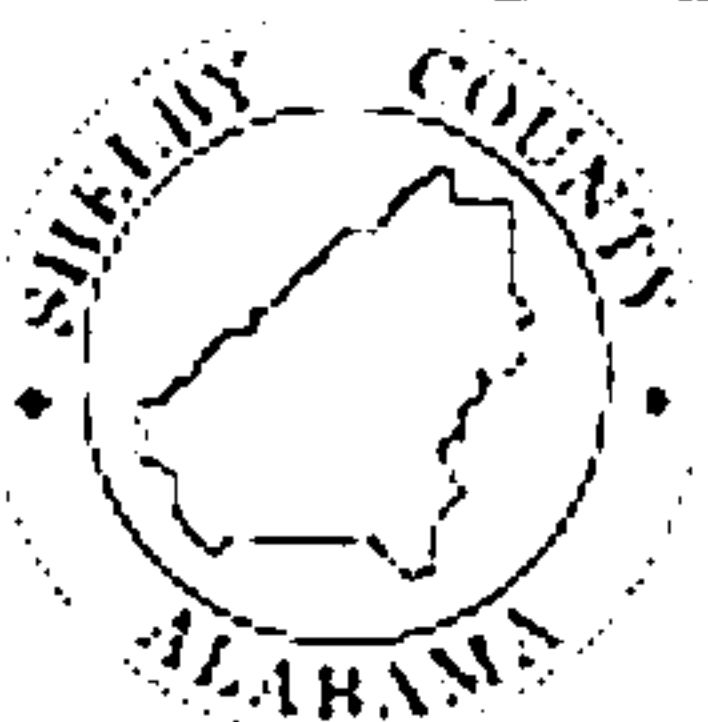
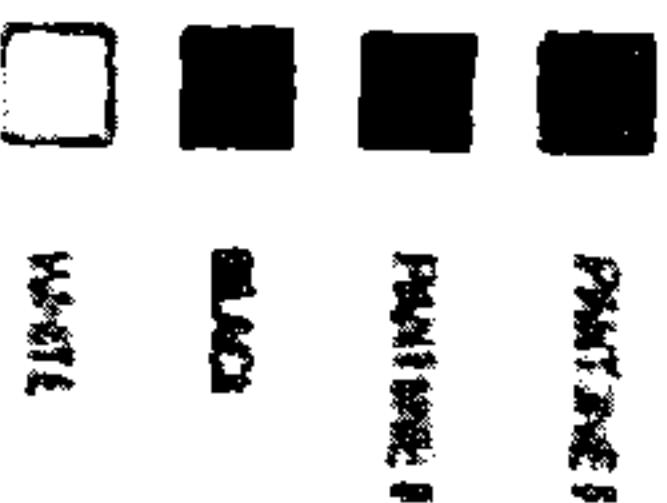
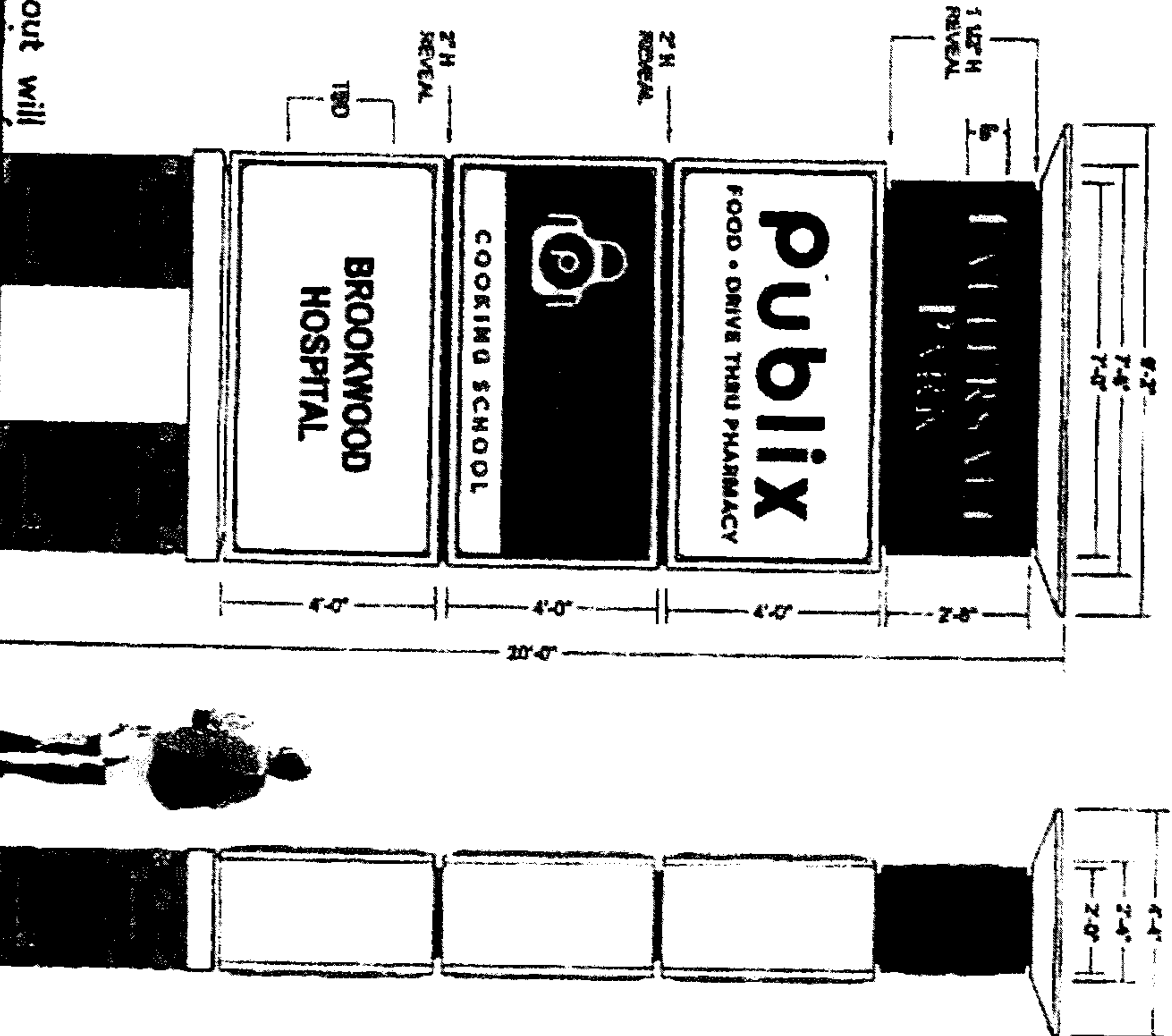
PYLON FACES  
QTY: 2



SIDE VIEW

### PAN-FORMED FACES "PUBLIX"

- A. FABRICATE AND INSTALL NEW PAN-FORMED FACES
  - B. TRANSFER LETTERING TO BE EMBOSSED WITH "FOOD & PHARMACY" LETTERING AS SHOWN
  - C. 24 3000-0001 GREEN VINYL APPLIED 1ST SURFACE
  - D. PYLON BY DETELOTER
- PAN-FORMED FACES "P APRONS"
- A. FABRICATE AND INSTALL NEW PAN-FORMED FACES
  - B. DIE CASTING PRINTED TRANSFER VINYL TO MATCH PAIN TRADE APPLIED 1ST SURFACE



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County Clerk  
Shelby County, AL  
02/24/2020 01:38:55 PM  
\$37.00 CHARITY  
20200224000072060

*Allie S. Bayl*



Sign verbiage, color and layout will be provided by Publix after review of drawings / color submittals. All copy, color and typefaces must meet Publix specifications. Please refer to the Site Development Package for Publix signage criteria. Deviations to Exhibit "H" in the lease must be resubmitted to Publix for approval.

All Copy, Colors, and Typefaces to match Publix Specifications

Phone: 804-233-0001 National Toll Free: (800) 353-8132

www.hiltonsigns.com