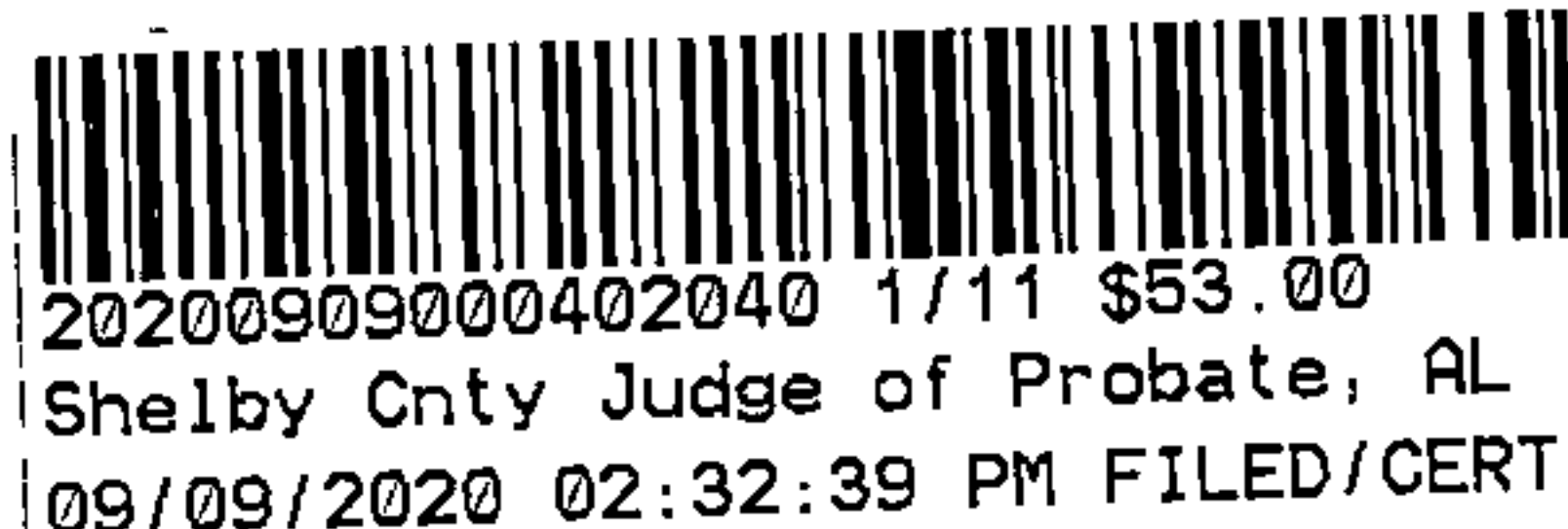


Prepared by, and after recording,
please return to:

RaceTrac Petroleum, Inc.
200 Galleria Parkway SE, Suite 900
Atlanta, Georgia 30339
Attn: Corporate Counsel-Real Estate



GRADING AND SLOPE EASEMENT AGREEMENT

THIS GRADING AND SLOPE EASEMENT AGREEMENT (this "**Agreement**") is made as of the 1st day of September, 2020 (the "**Effective Date**"), by and among JAMES F. REDFIELD, whose address is 3590-B Pelham Parkway, Pelham, Alabama 35124 ("**Grantor**"), and MOUNTAINPRIZE, INC., a Georgia corporation, its affiliates, successors and/or assigns, whose address is 200 Galleria Parkway, S.E., Suite 900, Atlanta, Georgia 30339 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor owns certain real property, located in Shelby County, Alabama, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein (the "**Grantor Property**");

WHEREAS, Grantee is the owner of certain real property adjacent to the Grantor Property as more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein (the "**Grantee Property**" together with the Grantor Property, hereinafter collectively referred to as the "**Properties**");

WHEREAS, in connection with certain anticipated improvements to be constructed by Grantee on the Grantee Property, Grantee has requested that Grantor provide Grantee with certain easements over, across, under and through the Grantor Property for the grading and establishment of a slope embankment (the "**Easement**"), which easements shall run with the land and be binding on or inure to the benefit of, as the case may be, all parties having any right, title or interest in the Grantor Property, their heirs, successors, successors-in-title and assigns.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, and for and in consideration of the premises and the benefits to be derived by Grantee and Grantor and every subsequent "**Owner**" (which, for purposes hereof,

A handwritten signature in black ink, appearing to be "JR", is located in the bottom right corner of the page.

shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any portion of the Grantee Property or the Grantor Property, but shall not include those holding title merely as security for the performance of an obligation), their heirs, successors, successors-in-title and assigns, the receipt and sufficiency of such considerations being hereby acknowledged, and incorporating the foregoing recital of facts, Grantee and Grantor hereby agree as follows:

1. Grant of Slope Easement to Grantee.

(a) Grantor hereby grants and conveys to Grantee, for the benefit of the Grantee Property, a perpetual and non-exclusive easement (the "Easement") upon, over, across and through the portion of the Grantor Property depicted on Exhibit "C", attached hereto and incorporated herein (the "Easement Area") for the sole purpose of clearing, grading, cutting, constructing and maintaining a permanent slope embankment within the Easement Area (the "Grading Work"). The easement rights granted to Grantee hereunder shall expressly include (i) the right to clear vegetation necessary to perform the Grading Work, (ii) the right to install grass, ground cover and/or other landscaping in the Easement Area, and (iii) the right to perform such other actions as may be required by governmental requirements. Grantor also grants to Grantee access to a portion of the Grantor Property located within five (5') feet of the Easement Area for purposes of performing the Grading Work (the "Temporary Construction Easement Area"). Once the Grading Work is complete, Grantee's right to use the Temporary Construction Easement Area shall expire. Grantee shall promptly repair and restore the Temporary Construction Easement Area to its good and clean condition upon completion of the Grading Work.

(b) Grantee and its successors, assigns and successors-in-title to the Grantee Property shall maintain the Easement Area and all landscaping installed by Grantee thereon in good and safe condition, conforming to all applicable laws, ordinances, regulations and orders of any governmental authority.

(c) Notwithstanding anything herein to the contrary, the Easement shall expire and be of no further force and effect, and Grantee's obligations hereunder shall expire and be of no further force and effect in their entirety, if Grantor develops the Grantor Property to an extent that the permanent slope embankment in the Easement Area is no longer necessary for the lateral support of the Grantee Property, in Grantee's reasonable discretion. Grantor shall perform any and all development and construction activities in or about the Easement Area in such a manner as to avoid any interference with or disruption of the use and enjoyment of the Grantee Property.

2. Manner of Performing Work and Maintaining Easement Area. Grantee agrees that the Grading Work shall be done in a good and workmanlike manner in accordance with all applicable laws and regulations. Grantee agrees to leave the Easement Area and Temporary Construction Easement Area clean, tidy and without litter or debris thereon upon completion of the Grading Work. All Grading Work shall be done in a lien-free manner and at the sole cost and expense of Grantee. Grantee shall be responsible for any damage to the Grantor Property or that of third parties resulting from any negligent acts or omissions of Grantee or its agents, including



but not limited to soil erosion, subsidence or damage resulting therefrom except to the extent such damage is caused by Grantor or those acting by, through or under Grantor. Grantee, at Grantee's sole cost and expense, shall be responsible for maintaining the entire Easement Area except for damage caused by Grantor or Grantor's tenants, agents, contractors or representatives.

3. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, executors, successors-in-title, successors and assigns. The Easement shall be an appurtenance to the Grantee Property. The Easement created hereby intended to be and shall be deemed to be for the benefit of each Owner of the Grantee Property and all tenants, lessees, invitees, licensees, officers, agents, contractors and employees of such Owner of the Grantee Property.

4. Liability Insurance. Grantee shall keep in full force and effect a general liability insurance policy with limits not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate which will insure against injury or damage to persons or property which occurs in connection with the exercise of any easement rights granted hereunder to Grantee. Upon request, Grantee will deliver Grantor a certificate of insurance demonstrating that the foregoing policy is in force and effect, and shall name Grantor as an additional insured or loss payee on such policy until the date (if any) that the easements granted herein expire pursuant to Section 1(c) hereof.

5. Limitation of Liability. The obligations and liabilities of Grantee with respect to this Agreement, and all subsequent owners of the Grantee Property, shall be limited solely to the interests of the Grantee Property, as such interests are constituted from time to time, and neither owner, officer, director, member, manager, shareholder, or partner of Grantee, nor any partner of any partner of Grantee, shall have any personal liability whatsoever with respect to this Agreement. If any judgment is obtained against Grantee enforcing any obligations under this Agreement, such judgment may be enforced only against the right, title and interest of Grantee in and to the Grantee Property and may not be enforced against any other assets of Grantee. Nothing contained in this Section shall constitute a waiver of the right of Grantee or subsequent owners of the Grantee Property to seek injunctive relief with respect to this Agreement.

6. Indemnification. Subject to the provisions of Section 5 above, the owner of the Grantee Property shall indemnify, defend and hold harmless the owner of the Grantor Property and successors-in-title from and against any and all claims, costs, reasonable expenses, damages, losses, or liabilities (including without limitation, court costs and reasonable incurred attorney's fees and expenses at both trial and appellate level) (collectively, "Indemnified Costs") incurred or suffered as a result of or arising out of any negligence or willful misconduct by the owner of the Grantee Property in connection with the Grading Work performed by Grantee or Grantee's maintenance of the Easement or the exercise of any other rights under the easement created in this Agreement, except to the extent any of the foregoing arise from the negligence or willful misconduct of the owner of the Grantor Property or its tenants, lessees, invitees, licensees, officers, agents, contractors or employees.

7. Running with the Land/Parties Bound. This Agreement and all provisions contained herein are intended to be, and shall be deemed to be, non-exclusive easements running



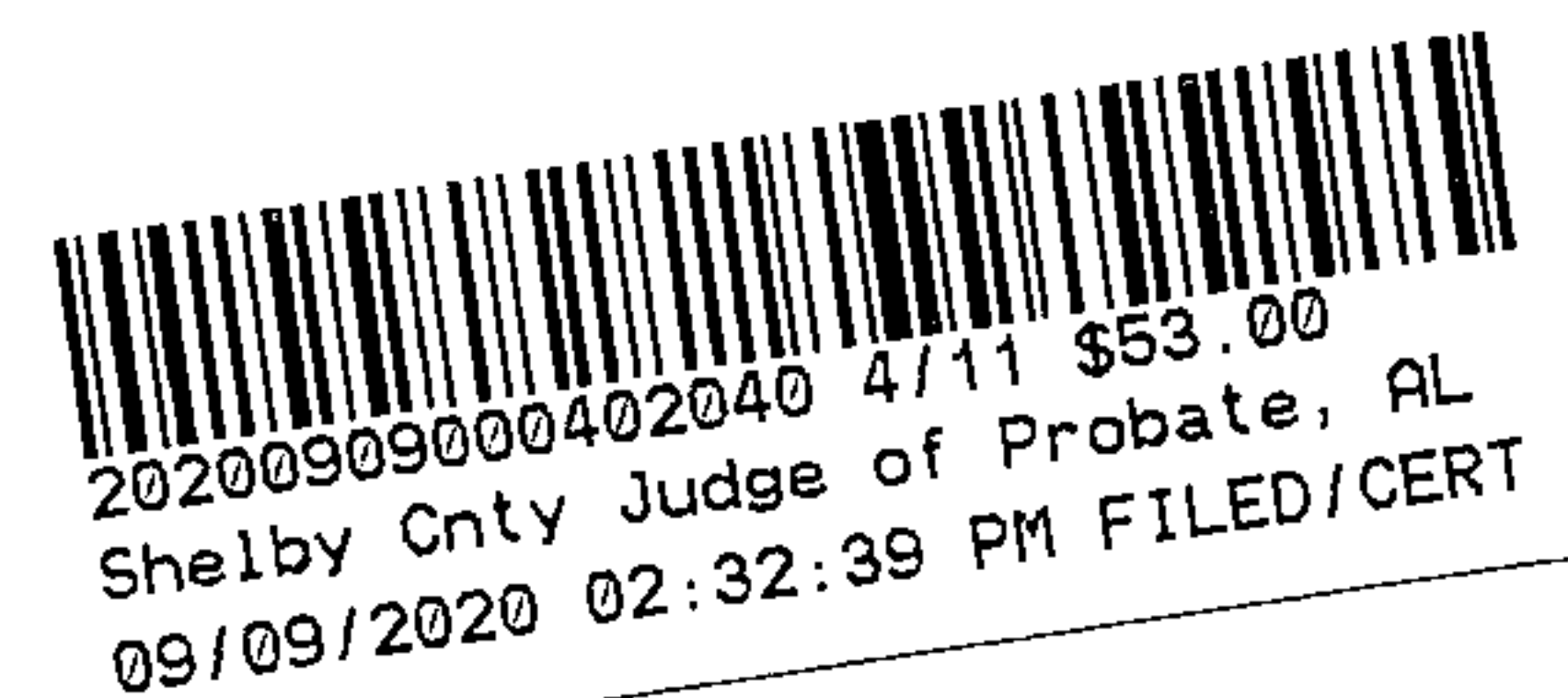
with and appurtenant to title to the Properties, shall bind the Owners of each of the Properties and all persons having or acquiring any interest in either of the Properties or any part thereof and their respective heirs, successors, personal representatives and assigns, including its successors in title. The non-exclusive easements, rights of privileges granted in this Agreement are independent of any contractual agreements of the Owners set forth in this Agreement or otherwise, and no breach or default under this Agreement by any Owner of or under such contractual agreement will cause or result in a forfeiture or reversion of any of such easements, rights and privileges granted in this Agreement. The purpose of this Agreement is the grant and conveyance of non-exclusive easements, rights and privileges set forth herein. Every person, acquiring or holding any interest or estate in either of the Properties shall take and hold such interest or estate or the security title with respect thereto with notice of, and subject to, the terms and provisions of this Agreement and shall be entitled to the benefit hereof; and in accepting such interest or estate in, or security title with respect to, either of the Properties, each such person shall be deemed to be subject and subordinate to, and to have consented to, this Agreement and all provisions hereof. This Agreement shall be deemed to be incorporated into each deed and conveyance hereafter made by Grantor, Grantee, or by any other Owner who becomes successor in title of either of the Properties, regardless of whether this Agreement is expressly referenced therein. The foregoing to the contrary notwithstanding, upon the sale of any Property, the Owner selling same shall not have any further liability for obligations first arising and accruing hereunder against its Property after the date of such conveyance and the transferee shall be obligated to perform all such obligations of such Owner whether or not such duty or obligations was specifically assumed by such transferee, provided, however, that subject to the limitations in Section 6 of this Agreement, nothing herein shall be construed to relieve any such selling Owner from any liability for any sums or obligations accrued prior to such sale.

8. Duration. The Easement shall remain in full force and effect until the Grantor Property has been developed in a manner that the Easement is no longer needed for the lateral support of the Grantee Property and the improvements thereon, at which time, the Easement will terminate and neither party shall have any responsibility to the other party.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements.

10. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served if by (i) hand delivery, (ii) reputable national overnight courier service, or (iii) prepaid, certified U.S. Mail, return receipt requested and shall be effective upon delivery or refusal. Any such notice, demand, or request shall be addressed to the applicable party as follows:

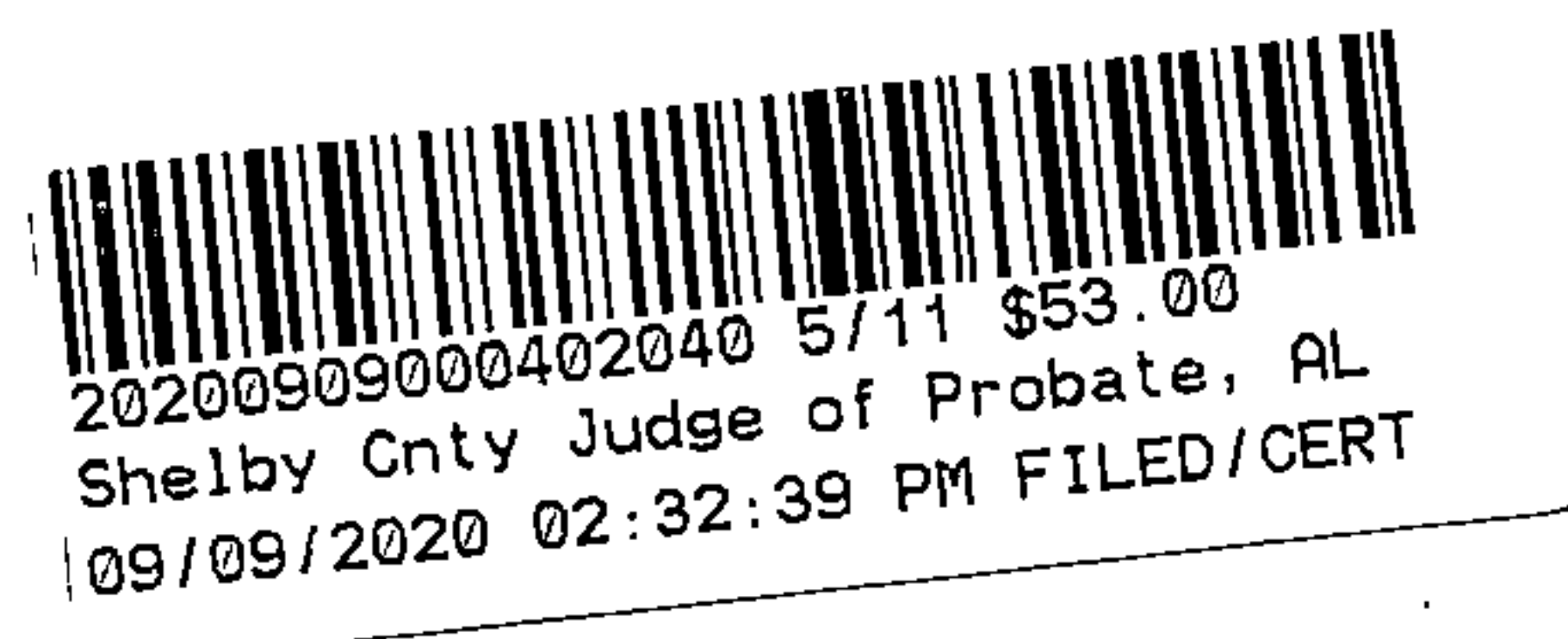
To Grantor: James F. Redfield
3590-B Pelham Parkway
Pelham, Alabama 35124



To Grantee: Mountainprize, Inc.
200 Galleria Parkway, Ste. 900
Atlanta, Georgia 30339
Attn: Corporate Counsel-Real Estate

11. Miscellaneous. Time is of the essence of this Agreement and the terms and provisions hereof. Whenever appropriate the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one Agreement. No amendment to this Agreement shall be binding upon either party to this Agreement unless such amendment is in writing, executed by all of the parties hereto or their successors-in-title with the same formality as this Agreement is executed, and recorded in the property records of Shelby County, Alabama. This Agreement shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of Alabama. If any Article, Section, subsection, paragraph, sentence, clause or phrase of this Agreement shall be or become illegal, null or void, the remaining Articles, Sections, subsections, paragraphs, sentences, clauses and phrases, nevertheless, will continue to remain in full force and effect. No provision of this Agreement shall be construed to create any rights or benefits in any person other than the Owners and their respective Properties. The easements and other rights created in, and the restrictions imposed by this Agreement do not, are not intended to, and shall not be construed to, create or dedicate any easements or rights in or for the benefit of the general public for any public purpose.

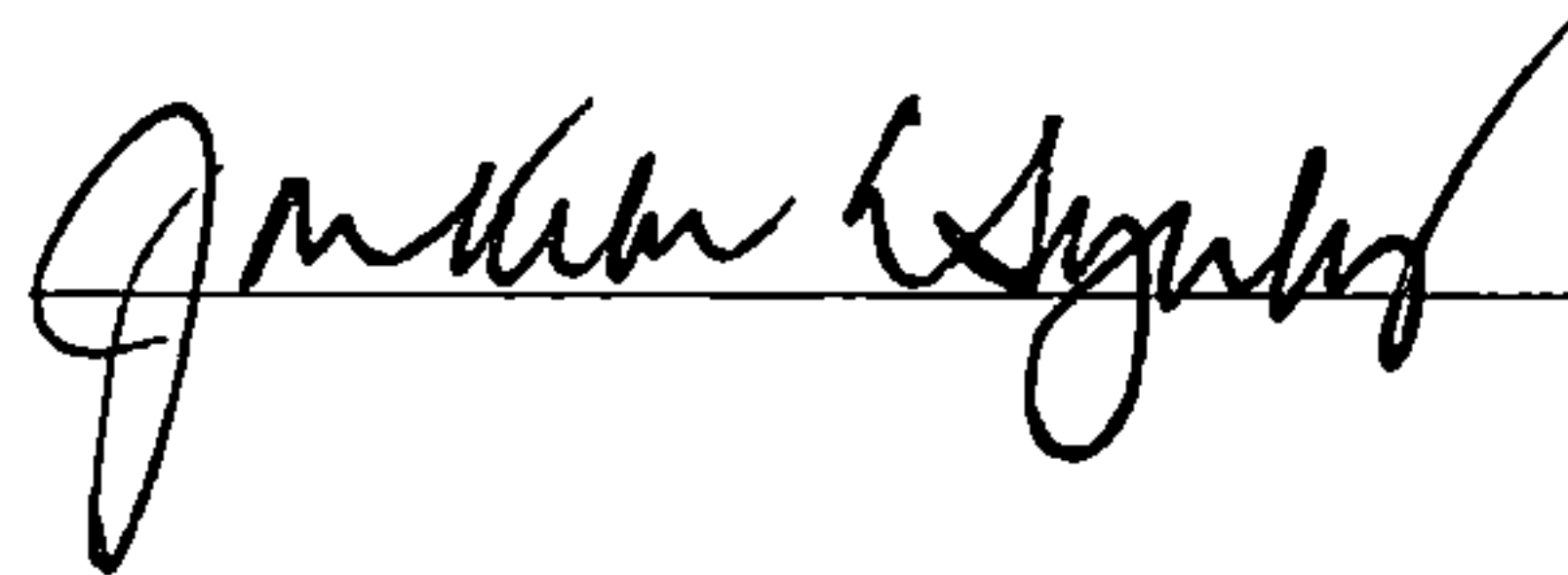
[Signatures begin on following page]



IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first above written.

GRANTOR:

Witness:

 (Seal)

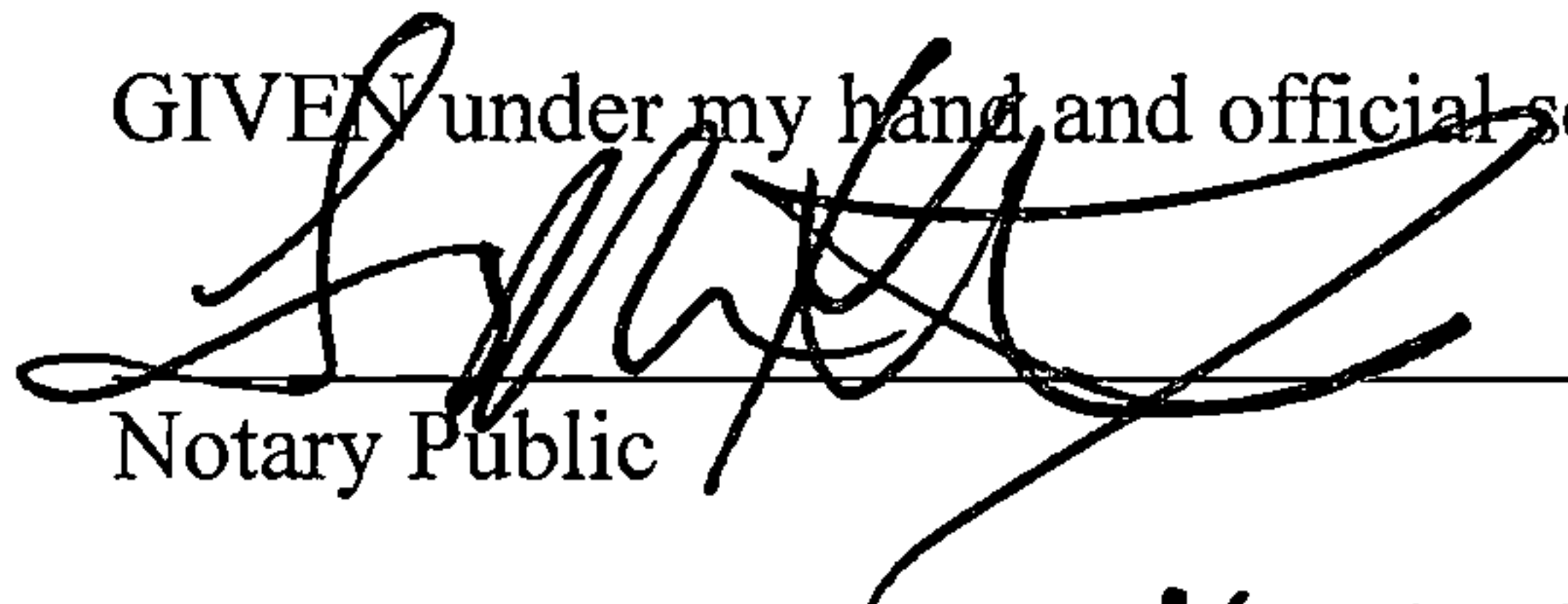
 (Seal)
James F. Redfield

STATE OF ALABAMA

COUNTY OF JEFFERSON

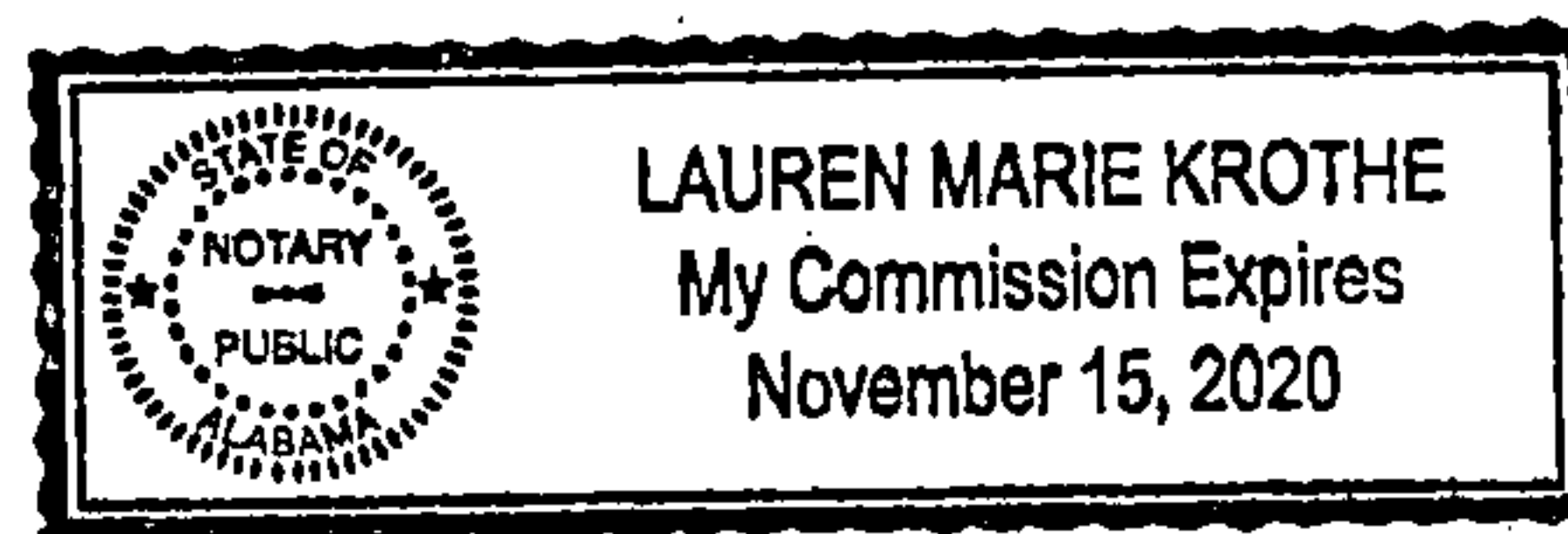
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **James F. Redfield**, who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, that he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 1st day of September 2020.


Notary Public

My commission expires: 11-15-2020

[NOTARY SEAL]



[Signatures continue on following page]

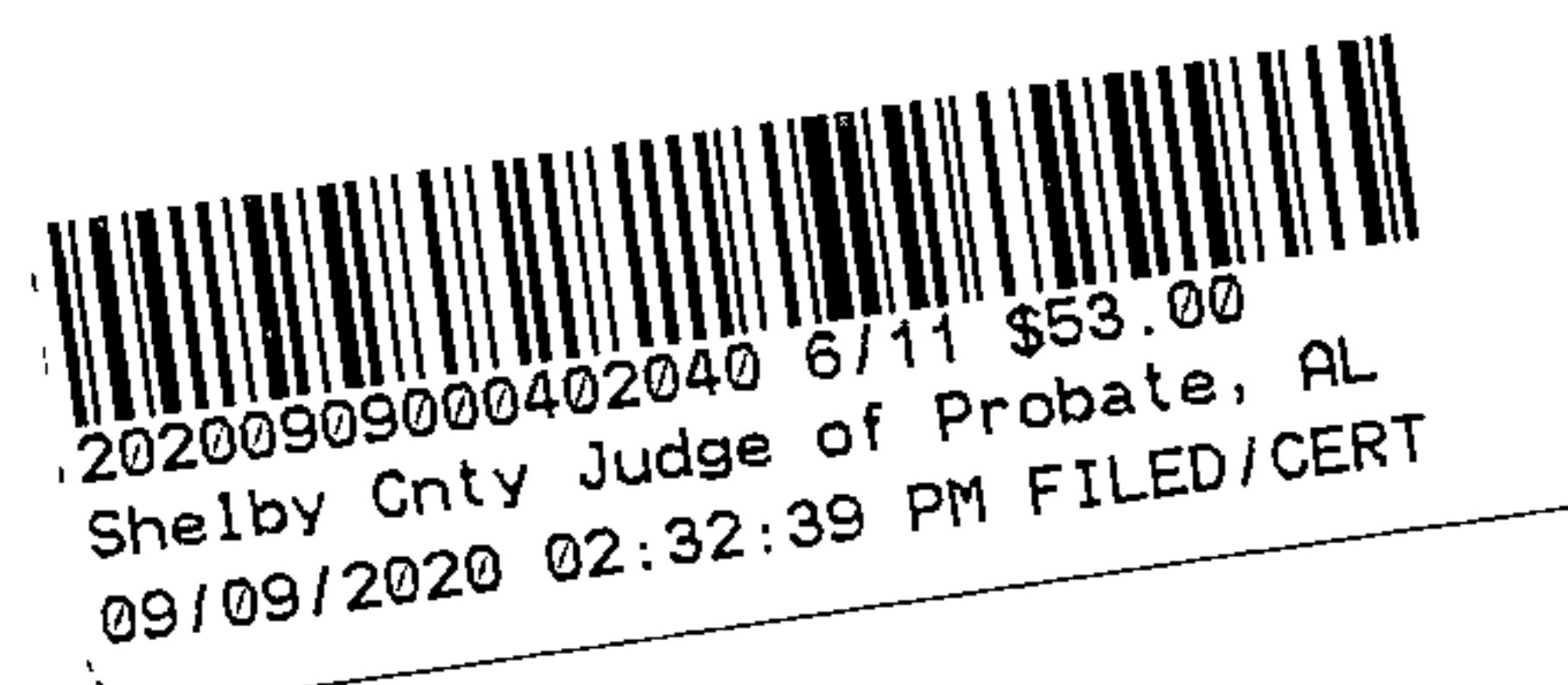


EXHIBIT "A"

Grantor Property

ALL THAT TRACT or parcel of land located in Shelby County, Alabama, being more particularly described as follows:

Beginning at a point South 88°15' West 803.0 feet of the NE Corner of the NE ¼ of SE ¼ of Section 12, Township 21, Range 3 West and run South 3°15'E 678.3 feet, thence North 86°35' East 165.4 feet, thence South 16°20' West 678.2 feet to the North line of the right of way of the Birmingham-Montgomery Highway No. 31 (now known as Old Hwy 31), thence North 78°15' West along said right of way line 136 feet, thence North 5°15' West 1328.8 feet to the North of said NE ¼ of SE ¼ of said Section, thence North 88°15' East 274 feet to the Point of Beginning, and situated in the E ½ of SE ¼ of Section 12, Township 21, Range 3 West, Shelby County, Alabama.

TOGETHER WITH:

A parcel of land being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.); thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS; thence run North 86 Degrees 50 Minutes 01 Seconds West for a distance of 172.47 feet to a found car jack; thence run North 08 Degrees 18 Minutes 19 Seconds East for a distance of 90.50 to the POINT OF BEGINNING; thence run South 89 degrees 30 minutes 00 seconds West for a distance of 98.92 feet to a point; thence run North 00 degrees 30 minutes 00 seconds West for a distance of 100.00 feet to a point; thence run North 00 degrees 47 minutes 59 seconds West for a distance of 30.28 feet to a found bolt; thence run South 84 degrees 39 minutes 02 seconds East for a distance of 118.01 feet to a found iron; thence run South 08 degrees 18 minutes 19 seconds West for a distance of 119.66 feet to the POINT OF BEGINNING. Said parcel contains 13,487 square feet or 0.31 acres more or less.



EXHIBIT "B"

Grantee Property

A parcel of land being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.), said point also being the POINT OF BEGINNING; thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS; thence run North 86 Degrees 50 Minutes 01 Seconds West for a distance of 172.47 feet to a found car jack; thence run North 08 Degrees 18 Minutes 19 Seconds East for a distance of 210.16 feet to a found iron pin; thence run North 84 Degrees 39 Minutes 02 Seconds West for a distance of 118.01 feet to a found bolt; thence run North 00 Degrees 22 Minutes 29 Seconds West for a distance of 396.10 feet to a found 3/4 inch open-top pipe, said point being on said Westerly right-of-way line of U.S. Highway 31; thence run South 44 Degrees 54 Minutes 56 Seconds East along said Westerly right-of-way line for a distance of 706.45 feet to the POINT OF BEGINNING. Said parcel contains 170,728 square feet or 3.92 acres more or less.

LESS AND EXCEPT:

A parcel of land being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.); thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of

Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS; thence run North 86 Degrees 50 Minutes 01 Seconds West for a distance of 172.47 feet to a found car jack; thence run North 08 Degrees 18 Minutes 19 Seconds East for a distance of 90.50 to the POINT OF BEGINNING; thence run South 89 degrees 30 minutes 00 seconds West for a distance of 98.92 feet to a point; thence run North 00 degrees 30 minutes 00 seconds West for a distance of 100.00 feet to a point; thence run North 00 degrees 47 minutes 59 seconds West for a distance of 30.28 feet to a found bolt; thence run South 84 degrees 39 minutes 02 seconds East for a distance of 118.01 feet to a found iron; thence run South 08 degrees 18 minutes 19 seconds West for a distance of 119.66 feet to the POINT OF BEGINNING. Said parcel contains 13,487 square feet or 0.31 acres more or less.




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Shelby Cnty Judge of Probate, AL
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EXHIBIT "C"

Grading and Slope Easement Area

An easement being situated in the Northeast-Quarter of the Southeast-Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin being the Southeast corner of said Northeast-Quarter of the Southeast-Quarter of Section 12; thence run North 00 Degrees 27 Minutes 50 Seconds West along the East line of said Quarter-Quarter section for a distance of 300.13 feet to a found capped rebar stamped 00065LS, said point also being on the Westerly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence leaving said East line run North 44 Degrees 54 Minutes 56 Seconds West along said Westerly right-of-way line for a distance of 431.81 feet to a set capped rebar stamped GSA CA-560-LS, said point being at the intersection of said Westerly right-of-way line of U.S. Highway 31 and the Westerly right-of-way line of Fulton Springs Road (100' R.O.W.); thence leaving said Westerly right-of-way line of U.S. Highway 31 run South 00 Degrees 07 Minutes 13 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 85.35 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 45 Degrees 07 Minutes 06 Seconds West along said Westerly right-of-way line of Fulton Springs Road for a distance of 190.26 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Westerly right-of-way line of Fulton Springs Road run North 46 Degrees 54 Minutes 33 Seconds West for a distance of 139.50 feet to a set capped rebar stamped GSA CA-560-LS, said point also being the POINT OF BEGINNING; thence run South 18 degrees 41 minutes 48 seconds West for a distance of 39.16 feet to a point; thence run North 87 degrees 33 minutes 33 seconds West for a distance of 56.34 feet to a point; thence run South 75 degrees 50 minutes 36 seconds West for a distance of 46.20 feet to a point; thence run North 81 degrees 26 minutes 10 seconds West for a distance of 59.77 feet to a point; thence run North 57 degrees 41 minutes 11 seconds West for a distance of 52.00 feet to a point; thence run North 05 degrees 59 minutes 43 seconds West for a distance of 69.49 feet to a point; thence run North 34 degrees 29 minutes 46 seconds East for a distance of 87.37 feet to a point; thence run North 09 degrees 18 minutes 55 seconds East for a distance of 88.55 feet to a point; thence run South 84 degrees 39 minutes 02 seconds East for a distance of 18.37 feet to a found iron; thence run South 08 degrees 18 minutes 19 seconds West for a distance of 210.16 feet to a found car jack; thence run South 86 degrees 50 minutes 01 seconds East for a distance of 172.47 feet to the POINT OF BEGINNING. Said easement contains 15,977 square feet or 0.37 acres more or less.


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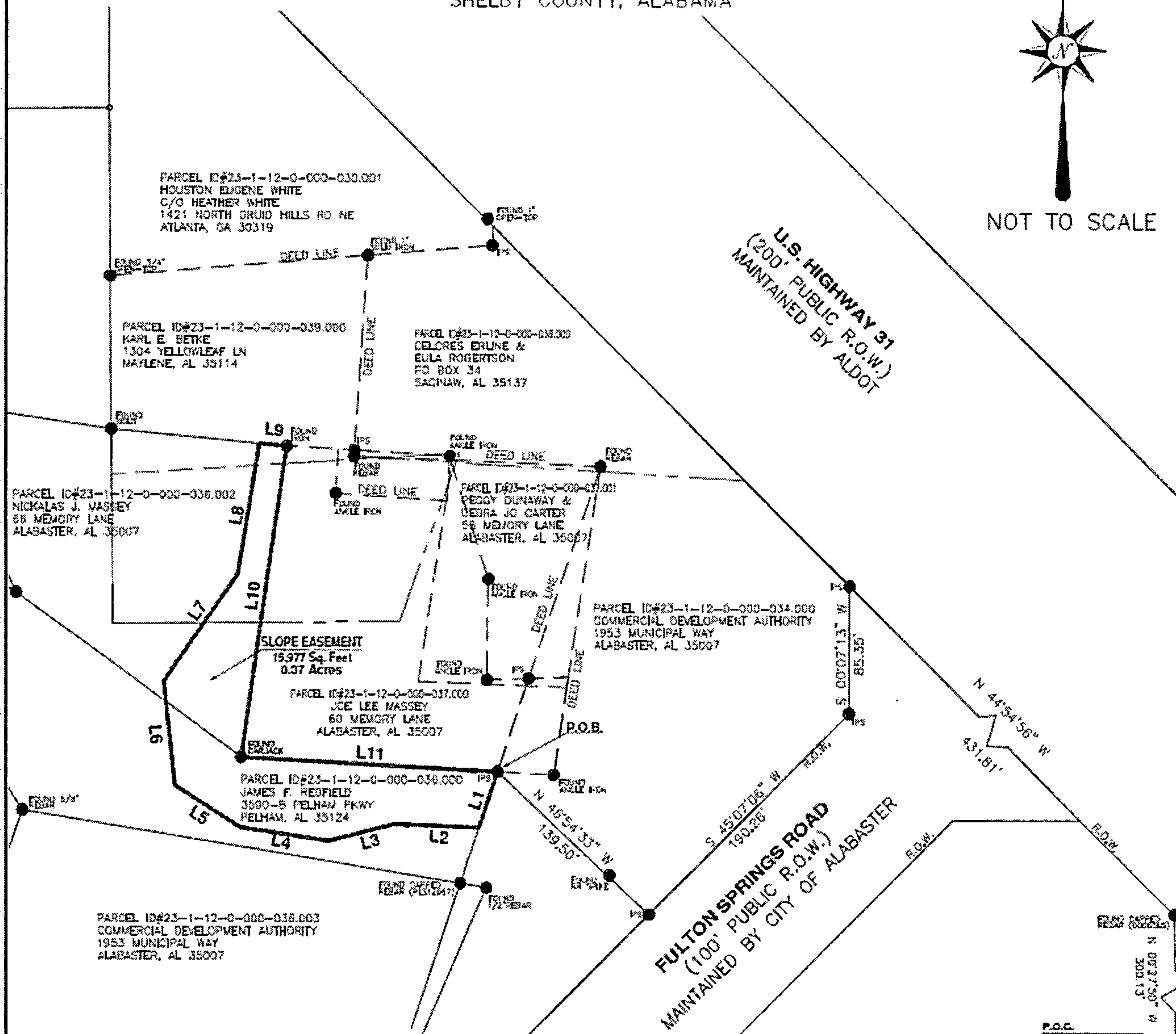
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EXHIBIT MAP SLOPE EASEMENT REDFIELD

NE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST
 SHELBY COUNTY, ALABAMA



NOT TO SCALE



LINE	BEARING	DISTANCE
L1	S 18°41'48" W	39.16'
L2	N 87°33'33" W	56.34'
L3	S 75°50'36" W	46.20'
L4	N 81°26'10" W	59.77'
L5	N 57°41'11" W	52.00'
L6	N 09°59'43" W	69.49'
L7	N 34°29'46" E	87.37'
L8	N 09°18'55" E	88.55'
L9	S 84°39'02" E	18.37'
L10	S 08°18'19" W	210.16'
L11	S 86°50'01" E	172.47'

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GONZALEZ - STRENGTH & ASSOCIATES, INC.
 ENGINEERING, LAND PLANNING, & SURVEYING
 1550 WOODS OF RIVERCHASE DRIVE SUITE 200
 HOOVER, ALABAMA 35226
 PHONE: (205) 942-2498
 FAX: (205) 942-2033
 www.Gonzalez-Strength.com