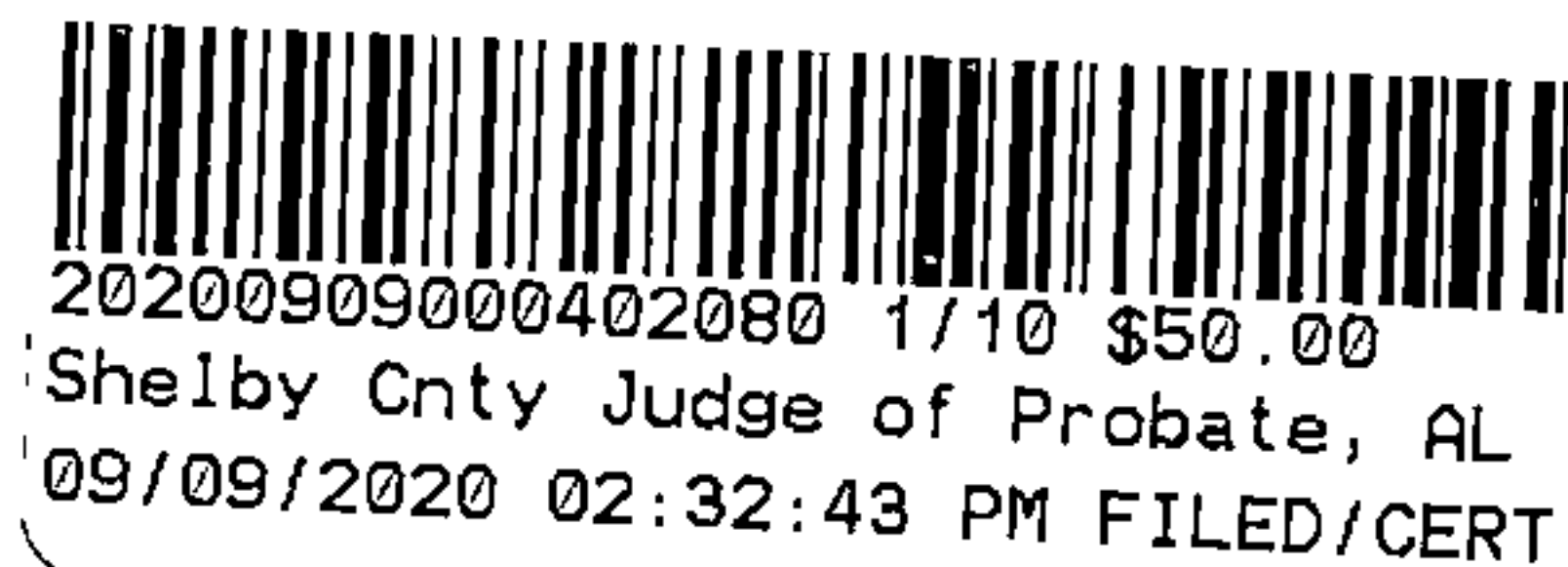


Prepared by, and after recording,
please return to:

Mountainprize, 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 31st day of August, 2020 (the "**Effective Date**"), by and between **THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER**, whose address is 1953 Municipal Way, Alabaster, Alabama 35007 ("**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, 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.

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:

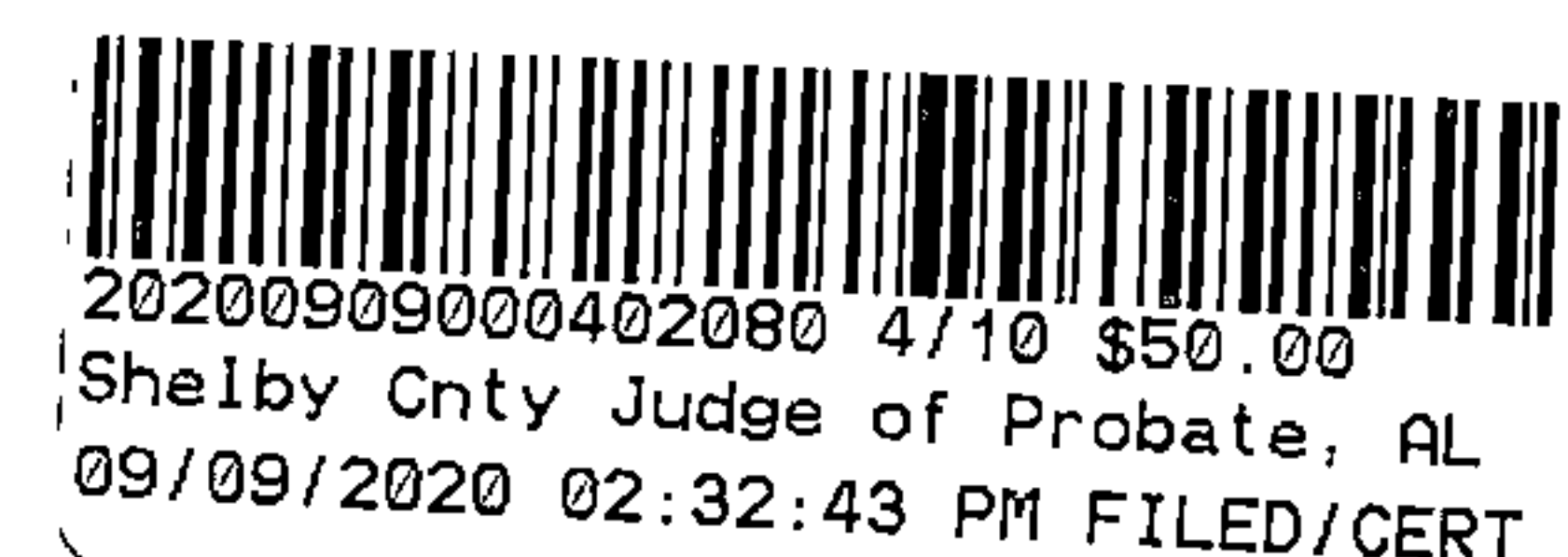
To Grantor: The Commercial Development Authority of the City of Alabaster
1953 Municipal Way
Alabaster, Alabama 35007
Attn: Brian Binzer

To Grantee: Mountainprize, Inc.
200 Galleria Parkway, S.E. 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.

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

(Signatures appear on the following pages)



GRANTOR:

Witness:

[Signature] (Seal)

**The Commercial Development Authority
of the City of Alabaster**

By: [Signature]
Name: Dennis Tompkins
Title: CDs Person

(CORPORATE SEAL)

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Dennis Tompkins, Chairman of The Commercial Development Authority of the City of Alabaster who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

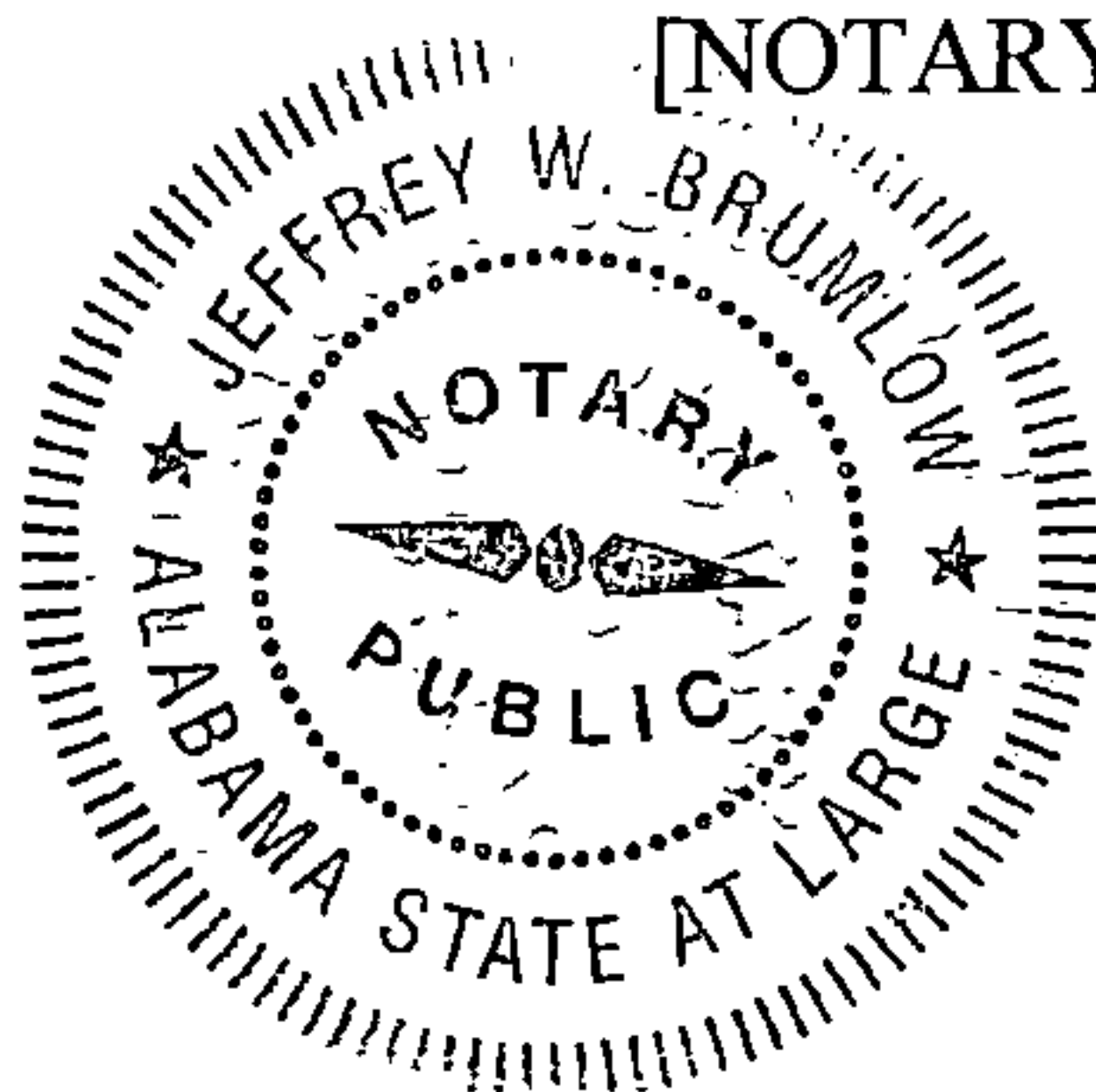
Given under my hand and official seal this 31st day of August, 2020.

[Signature]
Notary Public

My commission expires: _____

[NOTARY SEAL]

Jeffrey W Brumlow
Notary Public
State of Alabama - At Large
My Commission Expires Dec. 10, 2022



(Remaining signature continued on following page)

EXHIBIT "A"

Grantor Property

PARCEL I :

Beginning at a one-inch open top pipe corner that represents the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence North $00^{\circ}31'10''$ West along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 299.84 feet to a found capped rebar pipe corner on the Southerly right of way line of U.S. Highway No. 31; thence run North $45^{\circ}03'08''$ West along the said South margin of said Highway No. 31 a distance of 534.62 feet to a found rebar corner; thence run North $85^{\circ}50'53''$ West a distance of 95.31 feet to a found old fence post corner recognized as a property corner on a 1979 survey of Lewis Armstrong, Alabama Licensed Land Surveyor and Engineer; thence run South $18^{\circ}37'06''$ West a distance of 505.46 feet to a found flat iron corner; thence run South $25^{\circ}38'54''$ West a distance of 233.09 feet to a found one-inch open pipe corner on the Northerly margin of Old Highway 31 and Shelby County Highway 26 right of ways; thence run South $77^{\circ}34'58''$ East along said margin of said Highway a distance of 266.55 feet to a found two-inch open pipe corner; thence run North $13^{\circ}27'15''$ East a distance of 136.06 feet to a found solid bar corner; thence run South $80^{\circ}00'43''$ East a distance of 131.31 feet to a found steel corner; thence run South $80^{\circ}06'19''$ East a distance of 100.56 feet to a found steel corner; thence run South $00^{\circ}54'19''$ East a distance of 28.00 feet to a set capped rebar corner on the South line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12; thence run South $89^{\circ}24'32''$ East along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 217.65 feet to the point of beginning.

LESS AND EXCEPT THEREFORM that certain parcel described as follows: 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 18 Degrees 41 Minutes 48 Seconds East for a distance of 215.62 feet to a found rebar; thence run South 87 Degrees 48 Minutes 37 Seconds East for a distance of 91.60 feet to a point, 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 107.94 feet to the POINT OF BEGINNING. Said parcel contains 46,618 square feet or 1.07 acres more or less.

Exhibit "A" (Continued)

PARCEL II :

Commence at a one-inch open top pipe corner that represents the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama and run thence North $00^{\circ}31'10''$ West along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 299.84 feet to a found capped rebar pipe corner on the Southerly right of way line of U.S. Highway No. 31; thence continue North $00^{\circ}53'47''$ West along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 287.06 feet to set rebar corner on the North margin of U.S. Highway No. 31 and the point of beginning of the property, Parcel 2, being described: thence continue North $00^{\circ}53'47''$ West a distance of 74.42 feet to a found rebar corner; thence run North $87^{\circ}30'13''$ West a distance of 76.50 feet to a set rebar corner on the same said North margin of same said Highway 31; thence run South $44^{\circ}56'39''$ East along said margin of said highway a distance of 109.84 feet to the point of beginning. All being situated in Shelby County, Alabama.



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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 18 Degrees 41 Minutes 48 Seconds East for a distance of 215.62 feet to a found rebar; thence run South 87 Degrees 48 Minutes 37 Seconds East for a distance of 91.60 feet to a point, 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 107.94 feet to the POINT OF BEGINNING. Said parcel contains 46,618 square feet or 1.07 acres more or less. Being a portion of land from the below described vesting legal description.

Vesting Parcel:

Beginning at a one-inch open top pipe corner that represents the Southeast corner of the Northeast ¼ of the Southeast ¼ of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence North 00°31'10" West along the East line of said ¼ Section a distance of 299.84 feet to a found capped rebar pipe corner on the Southerly right of way line of U.S. Highway No. 31; thence run North 45°03'08" West along the said South margin of said Highway No. 31 a distance of 534.62 feet to a found rebar corner; thence run North 85°50'53" West a distance of 95.31 feet to a found old fence post corner recognized as a property corner on a 1979 survey of Lewis Armstrong, Alabama Licensed Land Surveyor and Engineer; thence run South 18°37'06" West a distance of 505.46 feet to a found flat iron corner; thence run South 25°38'54" West a distance of 233.09 feet to a found one-inch open pipe corner on the Northerly margin of Old Highway 31 and Shelby County Highway 26 right of ways; thence run South 77°34'58" East along said margin of said Highway a distance of 266.55 feet to a found two-inch open pipe corner; thence run North 13°27'15" East a distance of 136.06 feet to a found solid bar corner; thence run South 80°00'43" East a distance of 131.31 feet to a found steel corner; thence run South 80°06'19" East a distance of 100.56 feet to a found steel corner; thence run South 00°54'19" East a distance of 28.00 feet to a set capped rebar corner on the South line of said Northeast ¼ of the Southeast ¼ of Section 12; thence run South 89°24'32" East along said ¼ - ¼ line a distance of 217.65 feet to the point of beginning.




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EXHIBIT "C"

Grading and Slope Easement Area

A slope 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, said point also being the POINT OF BEGINNING; thence continue South 45 degrees 07 minutes 06 seconds West along said Westerly right-of-way line for a distance of 10.01 feet to a point; 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 45.63 feet to a point; thence run North 83 degrees 32 minutes 47 seconds West for a distance of 44.47 feet to a point; thence run North 45 degrees 44 minutes 34 seconds West for a distance of 41.66 feet to a point; thence run North 18 degrees 41 minutes 48 seconds East for a distance of 39.19 feet to a set capped rebar stamped GSA CA-560-LS; thence run South 46 degrees 54 minutes 33 seconds East for a distance of 139.50 feet to the POINT OF BEGINNING. Said easement contains 3,082 square feet or 0.07 acres more or less.


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Continuation of Exhibit "C"

