

Prepared by and return to:

Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363
Attention: Vidhi Shah, Esq.

RECIPROCAL INGRESS/EGRESS AND DRIVEWAY EASEMENT AGREEMENT

THIS RECIPROCAL INGRESS/EGRESS AND DRIVEWAY EASEMENT AGREEMENT (this "Easement Agreement") is entered into on July 2, 2021, by H. MONROE PROPERTIES, L.L.C., an Alabama limited liability company ("Parcel A Owner"), together with FIRST FINANCIAL BANK, the mortgagee of the Parcel A Owner, and COOSA COMPOSITES HOLDINGS, LLC, a Georgia limited liability company ("Parcel B Owner", together with Parcel A Owner, the "Owners", and each individually, an "Owner").

WITNESSETH:

WHEREAS, Parcel A Owner owns certain real property located in Shelby County, Alabama (the "County") and legally described on Exhibit A attached hereto (the "Parcel A Land");

WHEREAS, Parcel B Owner owns certain real property located in the County and legally described on Exhibit B attached hereto (the "Parcel B Land");

WHEREAS, Parcel A Owner desires to obtain from Parcel B Owner, and Parcel B Owner desires to grant to Parcel A Owner, for the benefit of the Parcel A Land, a non-exclusive ingress/egress and driveway easement over the portion of the Parcel B Land located on the area that is depicted on Exhibit C attached hereto as "the Ingress/Egress and Driveway Easement" (the "Easement Area"); and

WHEREAS, Parcel B Owner desires to obtain from Parcel A Owner, and Parcel A Owner desires to grant to Parcel B Owner, for the benefit of the Parcel B Land, a non-exclusive ingress/egress and driveway easement over the portion of the Parcel A Land located on the Easement Area; and

WHEREAS, Parcel A Owner and Parcel B Owner desire to establish, document, and memorialize certain rights and obligations related to such non-exclusive ingress/egress and driveway easement on the terms and conditions set forth herein; and

WHEREAS, First Financial Bank joins this instrument solely in its capacity as Mortgagee of the Parcel A Owner and solely to give its consent to the easement granted herein by the Parcel A Owner.

NOW, THEREFORE, for and in consideration of the mutual premises, covenants, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parcel A Owner and Parcel B Owner agree as follows:

1. Recitals. The foregoing recitals are true and correct, ratified and confirmed, and are incorporated herein as a substantive part of this Easement Agreement, as if fully set forth herein in their entirety.

2. Non-Exclusive Easement for Ingress/Egress and Driveway. Parcel A Owner does hereby grant unto Parcel B Owner, its successors and assigns, a non-exclusive means of ingress and egress, easement, and right-of-way, over, on, upon, and across the portion of the Parcel A Land that is situated within the Easement Area, for the use and maintenance of a perpetual, non-exclusive easement for ingress and egress to the Parcel B Land. Parcel B Owner does hereby grant unto Parcel A Owner, its successors and assigns, a non-exclusive means of ingress and egress, easement, and right-of-way, over, on, upon, and across the portion of the Parcel B Land that is situated within the Easement Area, for the use and maintenance of a perpetual, non-exclusive easement for ingress and egress to the Parcel A Land. It is understood that the Easement Area or right of way is so given upon the express understanding and condition that the same may be used in conjunction with the use of the other, their successors and assigns and tenants.

3. Restrictions on Easement. The Owners, their successors and assigns, shall be restricted from placing a fence within the Easement Area or otherwise blocking access to the Easement Area in any manner whatsoever.

4. Maintenance on Easement. Parcel A Owner shall be obligated to maintain and repair the Easement Area and responsible for all related costs to maintain and repair the Easement Area. In connection with the foregoing, Parcel A Owner shall have the right, privilege and easement to maintain and repair, including, cut, trim and remove any brush, trees or other obstructions upon, the Easement Area. In the event that Parcel A Owner shall fail to maintain and repair the Easement Area as required by this Agreement, Parcel B Owner shall have the right, privilege and easement (but not the obligation) to enter the Easement Area and perform any necessary maintenance or repairs, provided, however, that Parcel B Owner shall give fifteen (15) days written notice to Parcel A Owner of any maintenance or repair that needs to be performed prior to performing such work. In the event that Parcel B Owner shall perform any maintenance or repairs in accordance with the terms of this Agreement, Parcel A Owner shall reimburse Parcel B Owner for the reasonable cost of such work by Parcel B Owner within ten (10) days of demand.

5. Defense, Indemnification and Hold Harmless. Each Owner agrees to protect, defend, indemnify, and hold harmless the other Owner and its affiliated entities and their officers, directors, shareholders, managers, members, employees and agents harmless against any and all liabilities arising out of claims, demands or suits (including but not limited to, claims, demands, or suits for bodily injury, illness, disease, death, loss or damage to property, including loss of or damage to property of others, or loss of services or wages) which may be brought against the indemnified Owner or in which the indemnified Owner is named a defendant or in which any or all such agents, directors, officers, shareholders, managers, members or employees are named as defendant by any person, including but not limited to, third parties and employees of the other Owner, in any way arising out of the negligence of the other Owner relating to or arising out of the use, maintenance or repair of the Easement Area.

6. Binding Effect. This Easement Agreement shall become effective upon its recordation in the Public Records of the County, and shall run with the title to the Easement Area, the Parcel A Land and the Parcel B Land, regardless of whether specifically mentioned in any subsequent deeds or conveyances of all or a part of the Easement Area, the Parcel A Land or the Parcel B Land, and until termination by an agreement recorded by the owners of the Easement Area, the Parcel A Land and the Parcel B Land, shall be binding on all persons and entities subsequently acquiring any interest in all or a part of the Easement Area, the Parcel A Land or the Parcel B Land. Prior to any termination pursuant to this Section 6, this Easement Agreement and all the terms, conditions, covenants, representations, and warranties hereunder, shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and/or assigns.

7. No Third-party Beneficiaries. Except as otherwise expressly stated herein, this Easement Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party

beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Easement Agreement.

8. Further Assurances. The Owners shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be reasonably required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

9. No Waiver. Neither the failure of either Owner to exercise any power given to such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute or be construed as or deemed a waiver of either party's right to demand exact compliance with the terms hereof. No waiver of any breach of this Agreement shall be held, construed, or deemed to constitute a waiver of any other or subsequent breach, unless expressly stated in writing to be charged with such breach.

10. Governing Law. This Easement Agreement shall be construed, interpreted and enforced pursuant to and in accordance with the laws of the State of Alabama, without regard to the principles of conflicts of laws thereof. The exclusive jurisdiction and venue for any action, proceeding, claim, counterclaim, cross-claim, litigation, or other dispute arising under or related to this Easement Agreement shall be in the appropriate court having jurisdiction in and for Shelby County, Alabama. The Owners hereby irrevocably consent to such exclusive jurisdiction and venue and further agree not to remove or seek to remove any litigation to federal court based on diversity jurisdiction or otherwise.

11. Interpretation. The Owners acknowledge and agree that each has been given the opportunity to independently review this Easement Agreement with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Easement Agreement. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Easement Agreement, such dispute shall not be resolved by any rule of construction providing for interpretation against the party who causes the ambiguity, or against the drafter. The Owners agree that in the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each party hereto participated equally in the drafting hereof.

12. Headings. The headings of the various sections in this Easement Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Easement Agreement.

13. Pronouns. The masculine pronoun wherever used herein shall mean or include the feminine or neuter pronoun where applicable, and whenever words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form, in all cases where they should apply.

14. Severability. This Easement Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any term or provision, or any part thereof, of this Easement Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be unconstitutional, invalid, or unenforceable, then such term or provision shall be ignored, stricken from, and construed for all purposes not to constitute a part of this Easement Agreement, and to the maximum extent possible, this Easement Agreement shall continue and remain in full force and effect, but without giving effect to such term, provision, or part thereof.

15. Entire Agreement; Amendment. This Easement Agreement and all exhibits and hereto constitute the entire agreement among the parties with respect to the subject matter hereto, and this



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Shelby Cnty Judge of Probate, AL
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Easement Agreement supersedes all prior agreements and understandings, oral and written, among the parties to this Easement Agreement with respect to the subject matter hereof. This Easement Agreement may not be modified or otherwise amended except by a written instrument that expressly refers to this Easement Agreement and is executed by the party to this Easement Agreement against whom such amendment is sought to be enforced and is recorded in the public records of the County.

TO HAVE AND TO HOLD the same perpetually unto each Owner and its successors and assigns for the uses and purposes for which said lands are granted.

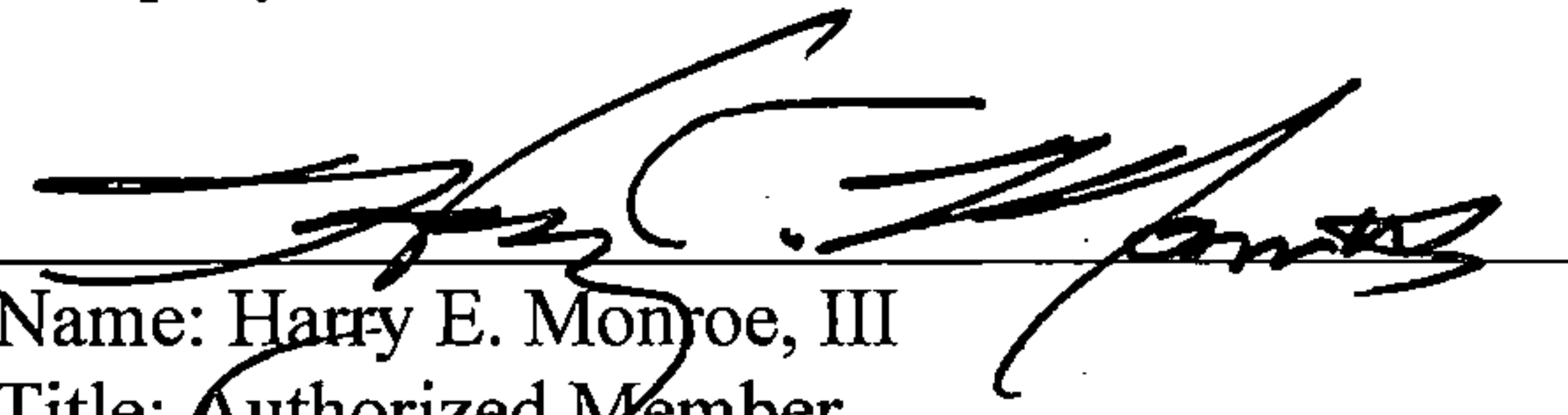
[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Parcel A Owner and Parcel B Owner have duly signed, sealed and delivered this Easement Agreement.

PARCEL A OWNER:

H. MONROE PROPERTIES, L.L.C., an Alabama limited liability company

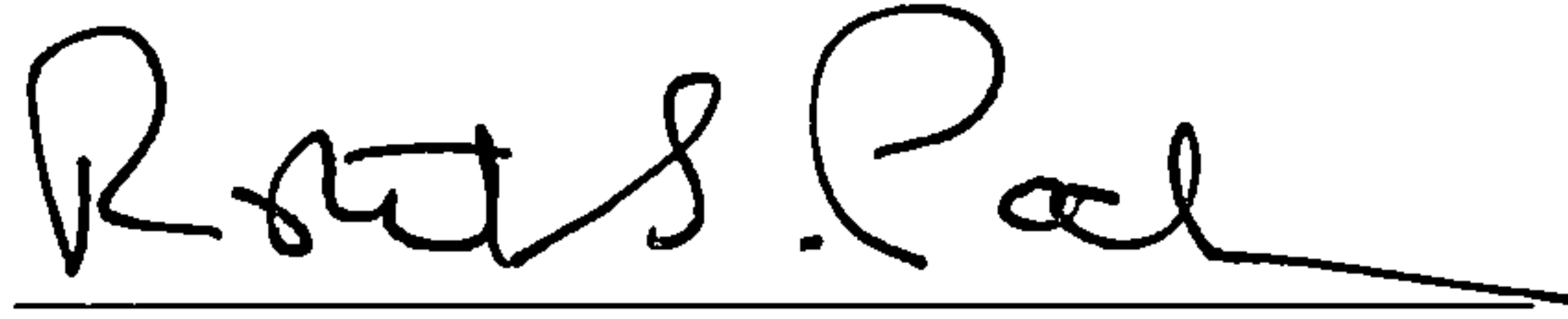
By:


Name: Harry E. Monroe, III
Title: Authorized Member

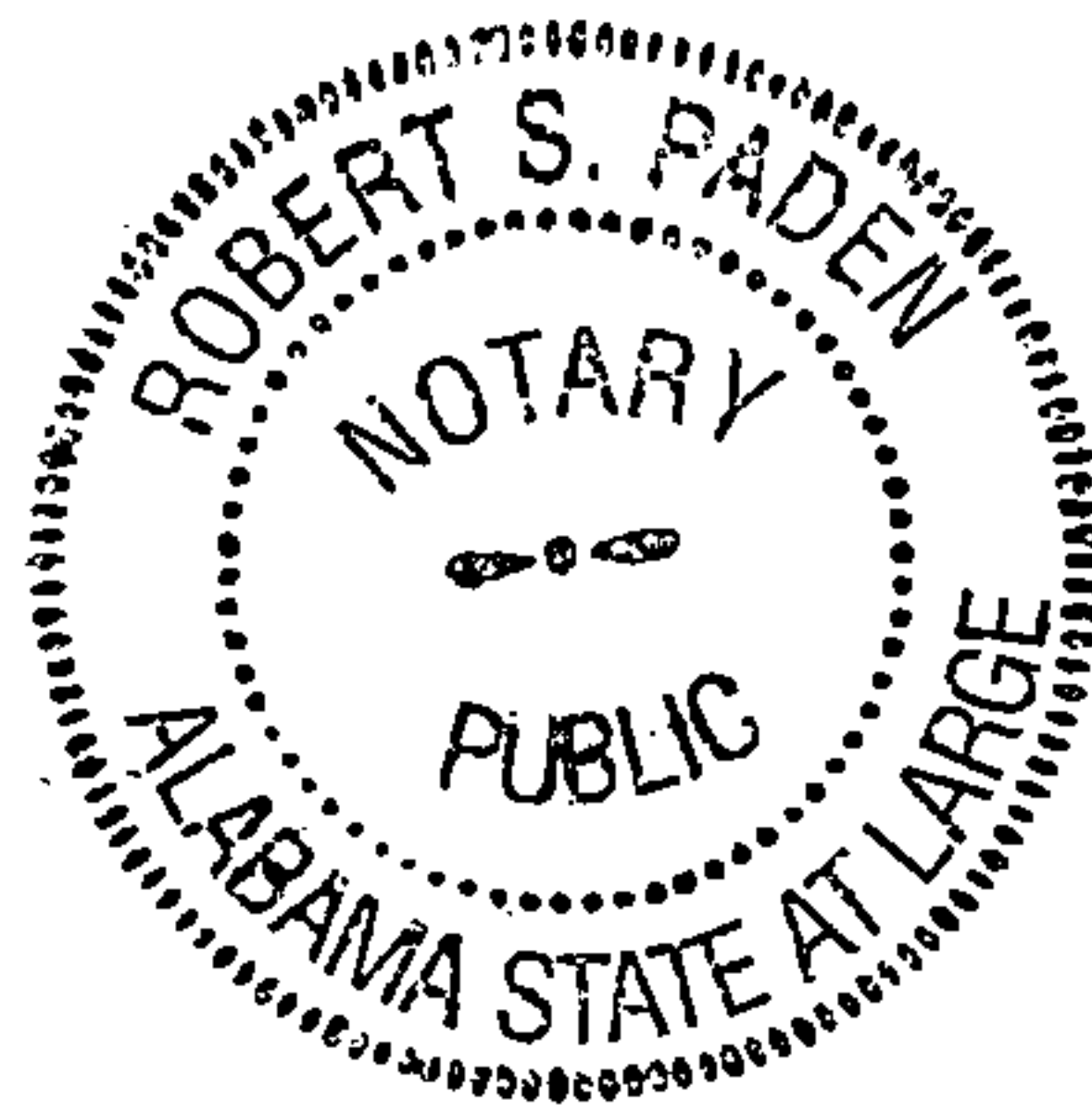
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Robert S. Paden, a Notary Public, in and for said County in said State, hereby certify that Harry E. Monroe, III, whose name as authorized member of H. Monroe Properties, L.L.C., 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 30th day of June, 2021.


Notary Public

My commission expires: 07/02/22



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PARCEL B OWNER:

COOSA COMPOSITES HOLDINGS, LLC, a Georgia
limited liability company

By: William R. Blanchard
Name: William R. Blanchard
Title: Chairman

STATE OF Georgia
COUNTY OF Muscooke

I, the undersigned Notary Public in and for said County, in said State, hereby certify that
William Blanchard, whose name as Chairman of Coosa
Composites Holdings, LLC, a Georgia limited liability 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 said
instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of
said limited liability company.

Given under my hand and official seal, this 30 day of June, 2021.

Judy L. Wise
Notary Public
My Commission Expires: 8-24-23

Judy L. Wise
NOTARY PUBLIC
MUSCOGEE COUNTY, GEORGIA
My Commission Expires
August 24, 2023



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CONSENT OF LIENHOLDER

For value received, the undersigned as holder of an outstanding mortgage recorded in Instrument # 20150120000020110 in the Office of the Judge of Probate of Shelby County, Alabama, which constitutes a lien on part or all of the Easement Area, hereby joins in the execution of this Reciprocal Ingress/Egress and Driveway Easement Agreement as evidence of consent thereto, agreeing not to disturb or contest the legality and effect thereof.

Executed at Bessemer, Alabama, on this the 30 day of June, 2021.

First Financial Bank

By: Cathy N. Ackerman
Its: 1st Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

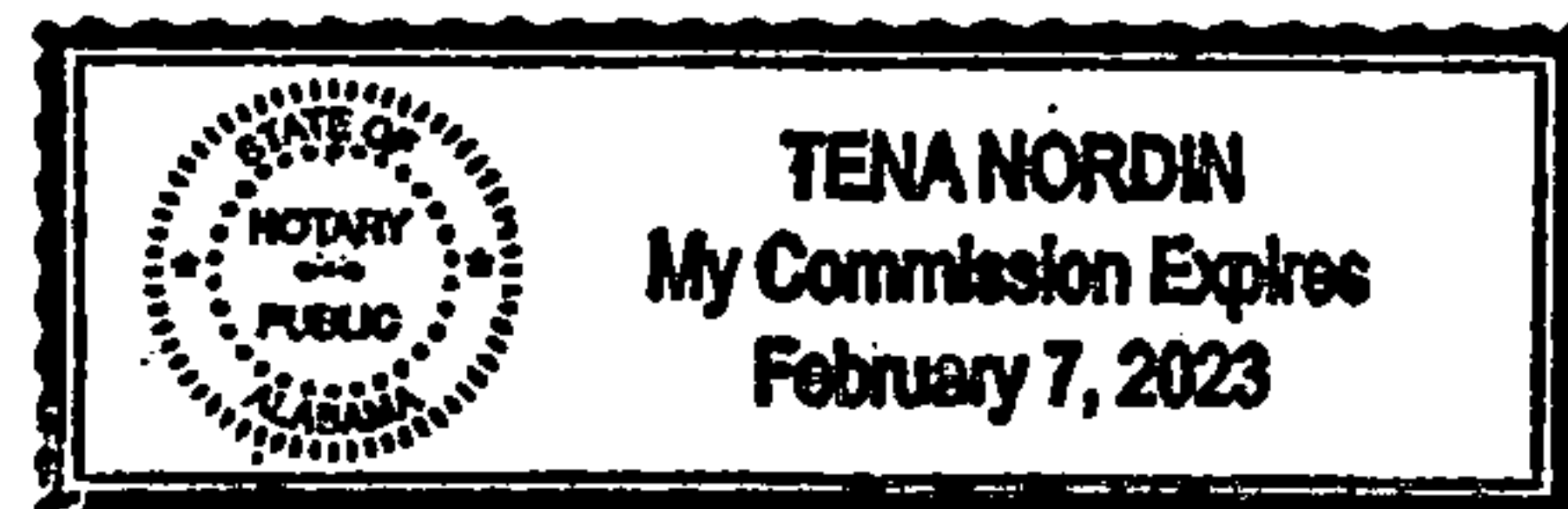
I, Tena Nordin, a Notary Public, in and for said County in said State, hereby certify that Cathy N. Ackerman, whose name as 1st Vice President of First Financial Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 30 day of June, 2021.

Tena Nordin

Notary Public

My commission expires: 2/7/23





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EXHIBIT A

Description of Parcel A Land

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence run S00°10'19"E 1309.75'; thence S89°37'07"E a distance of 238.25; to the POINT OF BEGINNING; thence S89°47'56"E a distance of 282.63'; thence S00°03'13"E a distance of 40.98'; thence N89°05'01"W and along said R.O.W. line a distance of 25.23'; thence S87°37'01"W and along said R.O.W. line a distance of 196.96'; thence N00°06'07"W and leaving said R.O.W. line a distance of 359.81' to the POINT OF BEGINNING.

Said Parcel containing 2.14 acres, more or less.



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EXHIBIT B

Description of Parcel B Land

PARCEL 1:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 282.63 feet to the POINT OF BEGINNING; thence continue South 89 degrees 47 minutes 56 seconds East a distance of 138.40 feet; thence South 00 degrees 08 minutes 34 seconds East a distance of 349.82 feet; thence North 89 degrees 58 minutes 36 seconds West a distance of 199.24 feet to a point on the Northerly R.O.W. line of Pardue Road; thence South 89 degrees 05 minutes 01 seconds West and along said R.O.W. line a distance of 25.23 feet; thence North 00 degrees 04 minutes 36 seconds West and leaving said R.O.W. line a distance of 37.20 feet; thence North 36 degrees 40 minutes 13 seconds East a distance of 72.42 feet; thence South 89 degrees 00 minutes 17 seconds East a distance of 42.24 feet; thence North 00 degrees 03 minutes 13 seconds West a distance of 256.07 feet to the POINT OF BEGINNING .

PARCEL 2:

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 421.03 feet to the POINT OF BEGINNING; thence South 00 degrees 08 minutes 34 seconds East a distance of 349.82 feet; thence North 89 degrees 58 minutes 36 seconds West a distance of 199.24 feet to point on the Northerly R.O.W. line of Pardue Road; thence South 00 degrees 42 minutes 26 seconds West, leaving said Northerly R.O.W. line and along Westerly R.O.W. line of Pardue Road, a distance of 51.95 feet; thence South 89 degrees 32 minutes 05 seconds East and leaving said R.O.W. line a distance of 70.38 feet; thence South 01 degrees 01 minutes 51 seconds West a distance of 47.22 feet; thence North 89 degrees 47 minutes 10 seconds East a distance of 425.20 feet to the Westerly R.O.W. line of Huntley Parkway; thence North 01 degrees 08 minutes 50 seconds East and along said R.O.W. line a distance of 449.13 feet; thence South 89 degrees 46 minutes 52 seconds West and leaving said R.O.W. line a distance of 304.71 feet to the POINT OF BEGINNING.



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EXHIBIT C

Description of Easement Area

Commence at the NW corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence South 00 degrees 10 minutes 19 seconds East a distance of 1309.75 feet; thence South 89 degrees 37 minutes 07 seconds East a distance of 238.25 feet; thence South 89 degrees 47 minutes 56 seconds East a distance of 282.63 feet; thence South 00 degrees 03 minutes 13 seconds East a distance of 215.09 feet to the POINT OF BEGINNING; thence continue South 00 degrees 03 minutes 13 seconds East a distance of 40.98 feet; thence North 89 degrees 00 minutes 17 seconds West a distance of 42.24 feet; thence South 00 degrees 40 minutes 19 seconds West a distance of 94.90 feet to the Northerly R.O.W. line of Pardue Road; thence North 89 degrees 58 minutes 36 seconds West and along said R.O.W. line a distance of 16.87 feet; thence South 89 degrees 05 minutes 01 second West and along said R.O.W. line a distance of 25.23 feet; thence South 87 degrees 37 minutes 01 second West and along said R.O.W. line a distance of 27.66 feet; thence North 01 degrees 13 minutes 13 seconds East and leaving said R.O.W. line a distance of 141.25 feet; thence South 87 degrees 38 minutes 38 seconds East a distance of 110.12 feet to the POINT OF BEGINNING.