

**SPECIAL WARRANTY DEED**

This instrument prepared by:  
Sr. Real Estate Counsel  
Mountainprize, Inc.  
200 Galleria Parkway, SE, Suite 900  
Atlanta, Georgia 30339

After recording return to:  
Metropolitan Title Agency, Inc.  
1500 Klondike Road SE, Ste. A107  
Conyers, Georgia 30094  
File No. AL-12755

STATE OF ALABAMA  
SHELBY COUNTY

**MOUNTAINPRIZE, INC.** a Georgia corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by Affinity Hospital LLC d/b/a Grandview Medical Center, LLC, a Delaware limited liability company ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Shelby County, Alabama, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

**RESTRICTIONS:** Grantee, for itself and on behalf of its successors, successors-in-title, assigns, legal representatives, personal representatives and heirs, hereby agrees that, for the longest time allowed by state law, the use of all or any portion of the Property for any of the following is prohibited without Grantor's prior written consent, which consent may be withheld for any reason or no reason at all: (1) a quick serve and/or fast food restaurant, whether with or without a drive-thru, serving coffee, coffee-based beverages, frozen carbonated beverages, "smoothie"-type drinks, sandwiches and/or deli-wraps and/or burritos, tacos, or other Mexican food, or pizza; (2) a quick serve and/or fast food restaurant, whether with or without a drive-thru, serving primarily chicken or chicken-based items (such as KFC, Chick-fil A, Zaxby's or Raising Cane's); (3) a beer, wine or liquor store; (4) retail coffee and/or bakery shop (including, but not limited to, a donut or bagel shop); (5) a retail outlet for motor fuels or a convenience store; (6) a tobacco products store; (7) a "dollar" store or other discount retail store similar to those operated under the brand names Family Dollar, Dollar Tree, Dollar General, Dollar Store, 99 Cents Only Store, Fred's, or Five Below; (8) any yogurt store or business selling frozen yogurt or ice cream; (9) the installation of a drinking well or the use of the Property as a daycare or school; and (10) any advertising of the foregoing businesses. Notwithstanding the foregoing, in the event the Property is developed as a hospital, then the sale of food and beverage items from a cafeteria, restaurant, or coffee and/or gift shops located entirely within such hospital building(s) shall not violate the restrictions in clauses (1), (2), (4) and (8) provided that such cafeterias, restaurants, or coffee and/or gift shops (x) are provided as an accommodation for the patients, visitors and employees of such hospital, (y) are not advertised to the general public and (z) do not contain drive-thrus. The term "retail outlet for motor fuels" shall include by way of illustration, but not by way of limitation, a mobile dispensary or delivery service, and unless installed and operated by Mountainprize, Inc. or an affiliate of Mountainprize, Inc., the Property shall not be used for, or include thereon, the provision of charging services or stations for electric vehicles (whether on a temporary or permanent basis).

Grantor specifically disclaims all representations and warranties, either express or implied regarding the condition of the Property or the compliance of the Property with applicable federal, state or local statutes, rules, regulations or ordinances. The Property is hereby conveyed to Grantee "AS IS", "WITH ALL FAULTS", without guaranties or warranties of any kind, express or implied.

Grantee shall assume all liability and responsibility for and shall indemnify, defend and hold Grantor, its officers, directors, employees, shareholders and agents (collectively the "**Grantor Indemnified Parties**") harmless from and against any and all costs, liabilities, suits, actions, damages, awards, settlements, judgments, expenses (including, without limitation, reasonable attorneys fees and court costs) and claims, including, but not limited to, causes of action based on breach of contract, negligence, strict liability, or nuisance, which may be alleged against or incurred by any Grantor and/or any Grantor Indemnified Parties, arising out of or in any way related to Grantee's use of the Property transferred at Closing (including, but not limited to, Grantee's alteration or modification of the existing grade between Grantor's adjacent property, if any, and the Property, or to any present or future failure of any Grantor Indemnified Parties or the property to comply with any applicable federal, state or local ordinances, laws or regulations, or to the present or future condition of the Property, including without limitation, the presence of any hazardous or toxic substances, petroleum products, motor fuels, alcohol, lubricants or any components thereof, or any other contaminant or similar substance located on or about the Property, together with costs of cleanup or claims of third parties related thereto. Grantee covenants and warrants not to change the existing grade between Grantor's adjacent property, if any, and the Property without Grantor's prior written consent, which may be withheld for any reason or for no reason at all. Grantee covenants not to sue or bring any action whatsoever against the Grantor and/or the Grantor Indemnified Parties arising out of or in connection with any such claims, demands, losses, expenses or damages.

All the provisions in this Special Warranty Deed shall be deemed covenants which touch and concern and run with the Property. In addition, all the provisions of this Special Warranty Deed shall bind Grantor's successors, assigns and heirs, survive the transfer of the Property from Grantor to Grantee.

This conveyance is made by Grantor and accepted by Grantee subject to those matters described on Exhibit "B" attached hereto (without reimposing same) (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

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:
Mountainprize, Inc.	Affinity Hospital, LLC d/b/a Grandview Medical Cener, LLC
200 Galleria Parkway SE, Suite 900 Atlanta, Georgia 30339	4000 Meridan Blvd. Franklin, TN 37067
Property Address:	2137 Valleydale Rd., Hoover, AL
Date of Sale:	March 13, 2024
Purchase Price:	\$1,550,000.00
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Closing Statement

(Signatures begin on following page)

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the 13<sup>th</sup> day of March, 2024.

**GRANTOR:**

**MOUNTAINPRIZE, INC., a Georgia corporation**

By: 

Name: Robby Posener

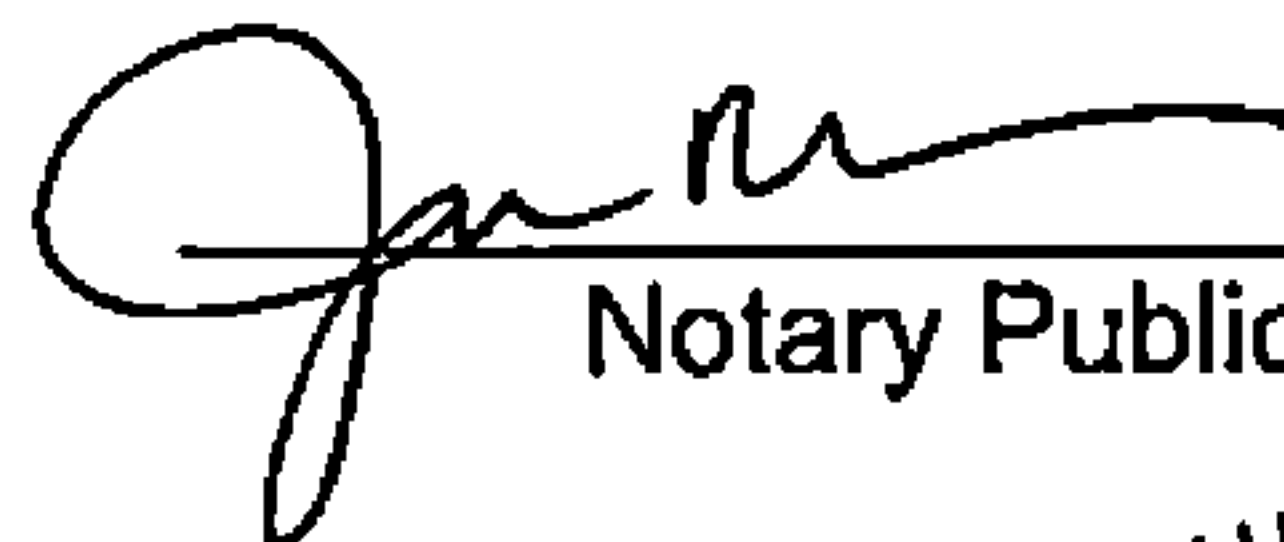
Title: Chief Development Officer

STATE OF GEORGIA

COUNTY OF COBB

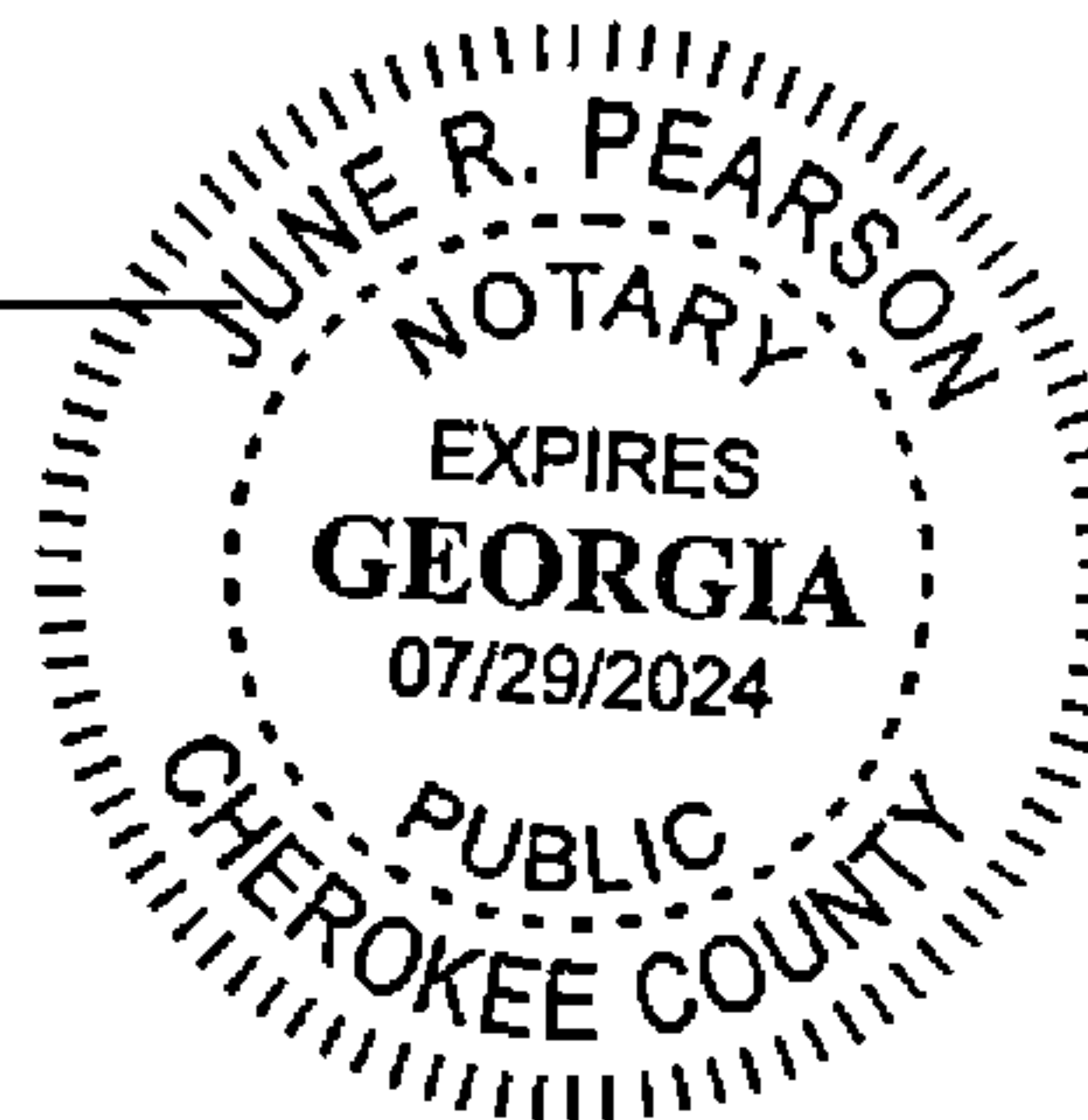
I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Robby Posener, whose name as Chief Development Officer RaceTrac, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 13<sup>th</sup> day of March, 2024.

  
Notary Public

AFFIX SEAL

My commission expires: July 29, 2024



Tax statements for real property  
should be sent to:

AFFINITY HOSPITAL, LLC D/B/A GRANDVIEW MEDICAL CENTER, LLC  
4000 MERIDIAN PARKWAY  
FRANKLIN, TN 37067

**EXHIBIT A**

**Legal Description**

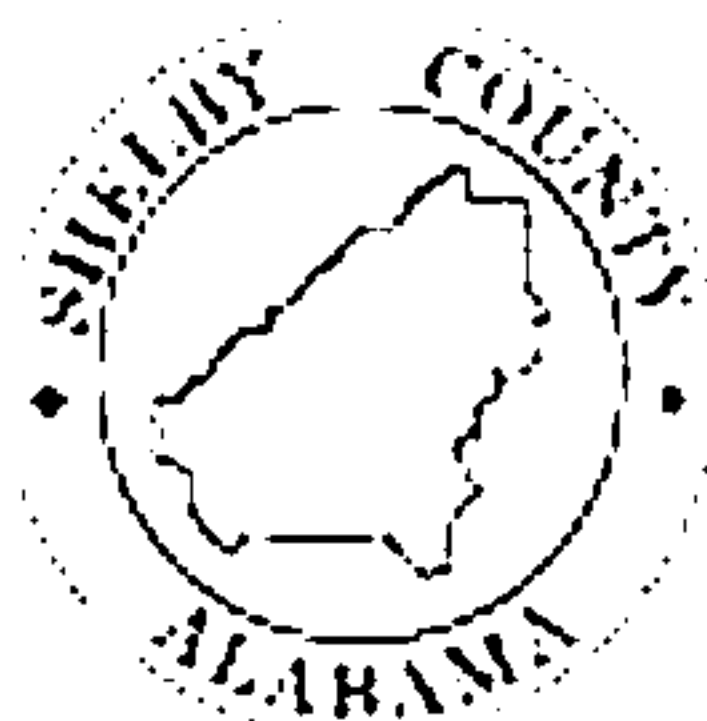
The land referred to herein is situated in the County of Shelby, State of Alabama, and is described as follows:

Lot 1 according to the survey of Rice Subdivision, as recorded in Map Book 11, Page 106, in the Probate Office of Shelby County, Alabama.

**EXHIBIT B**

**Permitted Exceptions**

1. All taxes for 2024, and subsequent years, not yet due and payable.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**03/15/2024 08:02:29 AM**  
**\$1587.00 BRITTANI**  
**20240315000071300**

*Allen S. Bayl*