

**STATE OF ALABAMA
COUNTY OF SHELBY**


20140818000258310 1/15 \$56.00
Shelby Cnty Judge of Probate, AL
08/18/2014 02:00:24 PM FILED/CERT

**THIRD AMENDMENT TO
MEMORANDUM OF LEASE**

WHEREAS, **SWF BIRMINGHAM, LLC**, a Delaware limited liability company ("Lessor"), and the **ALABAMA TRUST FUND FOR THE STATE OF ALABAMA (pursuant to Amendment 543 to the Alabama Constitution of 1901)** [which pursuant to Amendment 543 is the entity in which all real property interests of the Alabama Forever Wild Land Trust are held] ("Lessee"), entered into a Hunting, Fishing and Recreational Lease Agreement [Cahaba River WMA] dated October 15, 2009 (as amended, the "Lease") pursuant to which Lessor agreed to lease to Lessee the sole and exclusive right to lawfully and non-commercially manage and use certain land in Bibb and Shelby Counties, Alabama for public hunting, fishing and recreation, all in accordance with the terms, covenants and conditions of the Lease;

WHEREAS, the parties filed a Memorandum of Lease dated October 15, 2009 and recorded at Instrument No. 20091118000428430 in the Judge of Probate of Shelby County, Alabama and RP Book 238, Page 266 in the Judge of Probate of Bibb County, Alabama (as amended, the "Memo");

WHEREAS, the Memo contains a cross-hatched map of the property covered thereby ("Property");

WHEREAS, Lessor and Lessee entered into that certain First Amendment to Memorandum of Lease dated 10/15/09^{noe} and recorded in 238^{noe} Book, Page 266^{noe} in the Judge of Probate of Bibb County, Alabama;
10/31/12 277 759

WHEREAS, Lessor and Lessee entered into that certain First Amendment to Memorandum of Lease dated 10/31/12 and recorded in 277 Book, Page 759 in the Judge of Probate of Shelby County, Alabama;

WHEREAS, Lessor and Lessee entered into that certain Second Amendment to Memorandum of Lease dated 12/3/12 and recorded as Instrument No. 20130117000024850 in the Judge of Probate of Shelby County, Alabama;

WHEREAS, Lessor and Lessee have now entered into a Third Amendment to Hunting, Fishing and Recreational Lease Agreement [Cahaba River WMA] dated simultaneously herewith pursuant to which they (i) subtracted four (4) parcels of land located in Shelby County, Alabama, totaling approximately seventeen and 40/100 (17.40) acres, more or less, from the Property (the "Subtracted Parcels").

WHEREAS, Lessor and Lessee now desire to amend the Memo in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and the premises and the mutual covenants of the parties, the parties do hereby remove the Subtracted Parcels from the Property, both of which are described on Exhibit "A" attached hereto and made a part hereof.

It is understood that all other conditions, terms and agreements contained in the Memo shall remain the same.

All terms not specifically defined herein shall have the meanings set forth in the Memo.

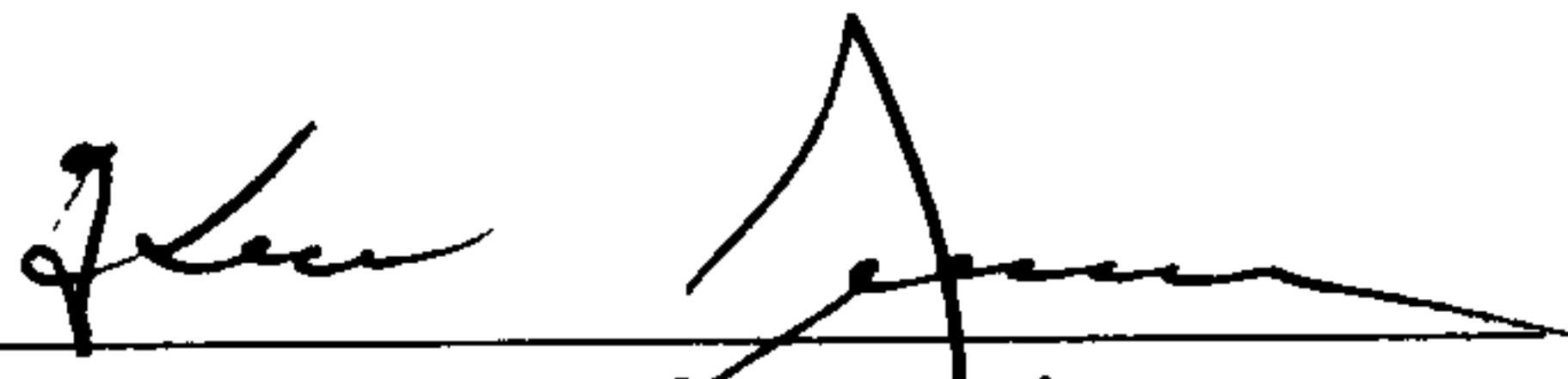
IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Third Amendment to Memorandum of Lease to be executed in duplicate counterparts on this the 10th day of

June, 2012.
2014.

[SIGNATURE PAGES TO FOLLOW]

LESSOR:

SWF BIRMINGHAM, LLC

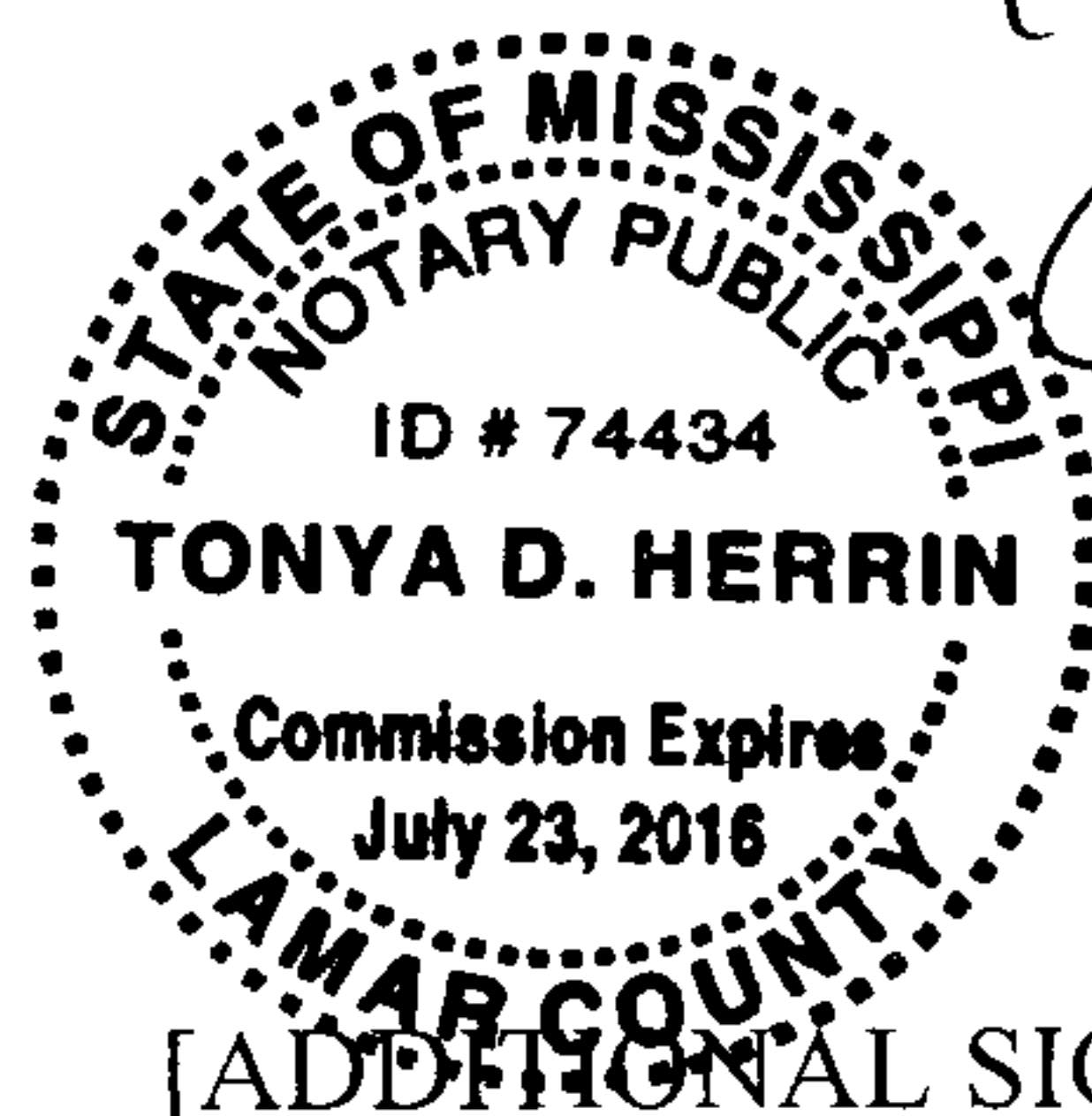
By: 
Name: Ken Sewell, Chief Operating
Officer of Molpus Timberlands Management, LLC,
its authorized agent and property manager

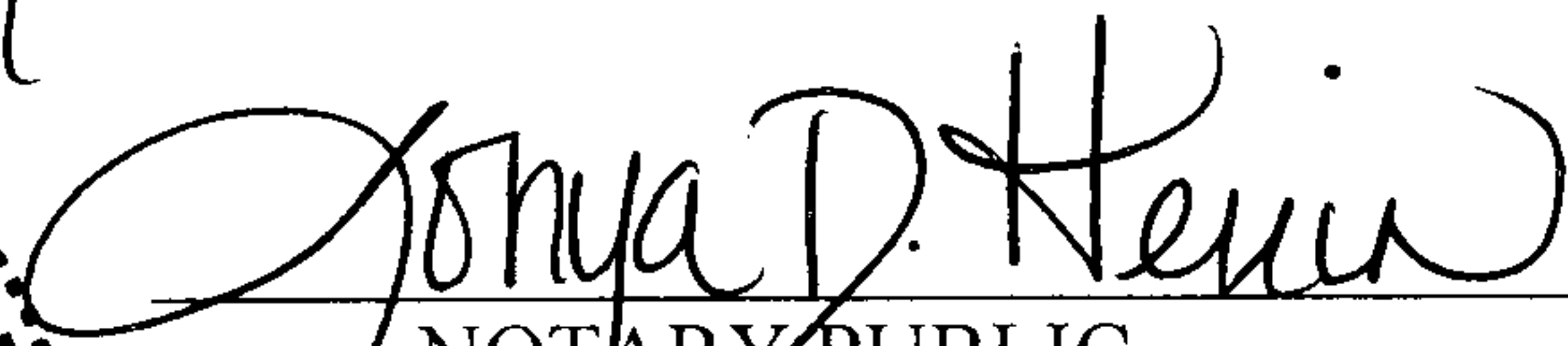
STATE OF MISSISSIPPI

COUNTY OF FORREST

I, THE UNDERSIGNED NOTARY PUBLIC, in and for the aforesaid county and state, hereby certify that Ken Sewell, whose name is signed to the foregoing instrument as Chief Operating Officer of Molpus Timberlands Management, LLC, a Mississippi limited liability company, as the authorized agent and property manager of SWF Birmingham, LLC, a Delaware limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Chief Operating Officer of Molpus Timberlands Management, LLC, executed the same voluntarily and as the authorized act of said limited liability company as the authorized agent and property manager of SWF Birmingham, LLC.

Given under my hand this 14th day of November, 2012.




NOTARY PUBLIC
My Commission Expires: July 23, 2016

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

LESSEE:

Alabama Trust Fund for the State of Alabama (pursuant to Amendment 543 to the Alabama Constitution of 1901)

By: _____

Print Name: N. Gunter Guy Jr

As Its: Commissioner

STATE OF Alabama

COUNTY OF Montgomery

I, THE UNDERSIGNED NOTARY PUBLIC, in and for the aforesaid county and state, hereby certify that N. Gunter Guy Jr, whose name is signed to the foregoing instrument as Chairman of the Alabama Forever Wild Land Trust on behalf of Alabama Trust Fund for the State of Alabama (pursuant to Amendment 543 to the Alabama Constitution of 1901), and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such Commissioner, executed the same voluntarily and as the authorized act of Alabama Trust Fund for the State of Alabama (pursuant to Amendment 543 to the Alabama Constitution of 1901)..

Given under my hand this 9 day of June, 2012.
2014.

Paula G. Mitchell
NOTARY PUBLIC
My Commission Expires 2-11-2018
PAULA G. MITCHELL
NOTARY PUBLIC
STATE OF ALABAMA
MY COMM. EXP. 2-11-2018

APPROVED:

Robert Bentley
GOVERNOR 6/12/14

ATTEST:

Ji Ruan
SECRETARY OF STATE

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This document prepared by
and upon recordation return to:
Amy L. Travis, Esq.
Molpus Timberlands Management, LLC
178 Bonhomie Road
Hattiesburg, MS 39401
Main: (601) 545-3063
Fax: (601) 545-2888


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CAHABA WILDLIFE MANAGEMENT AREA

PRORATION OF LEASE FEE FOR COLONIAL PIPELINE EASEMENT EXPANSION

The following is a termination and withdrawal of 17.4 acres on August 27, 2012 from the Cahaba WMA. The rental return calculation is as follows:

The following calculations are based on a lease term beginning 10-15-2009 and ending 09-30-2102, being 33,953 days:

Total Rents for term of Hunting Lease	\$	2,469,095.36
Total Number of Acres in Hunting Lease		27,026.00 **
Per Acre Rental (Total Rents divided by Total Acres)	\$	91.3600000000
Per Day Rental (Per Acre Rental divided by number of days in term of hunting lease)	\$	0.0026907784
Per Day Rental for 17.4 acres (Per Day Rental multiplied by 17.4 acres)	\$	0.0468195445
Total Rents on 17.4 acres (Per Day Rental multiplied by 33,953 days)	\$	1,589.6639944
Total Rents on 17.4 acres rounded up	\$	1,589.66

PRORATION:

10-15-2009 through 08-27-2012 (1,047 days multiplied by Per Day Rental for 17.4 Acres)	\$	49.02
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Total Prorated Rents to be repaid to State 05-01-2012 through 09-30-2102 (33,100 days multiplied by Per Day Rental for 17.4 acres)	\$	1,540.64
	\$	1,589.66

** Total acreage in the lease is 27,858 acres but they are initially paying for 27,026 acres because of the surface mine acres being excluded.

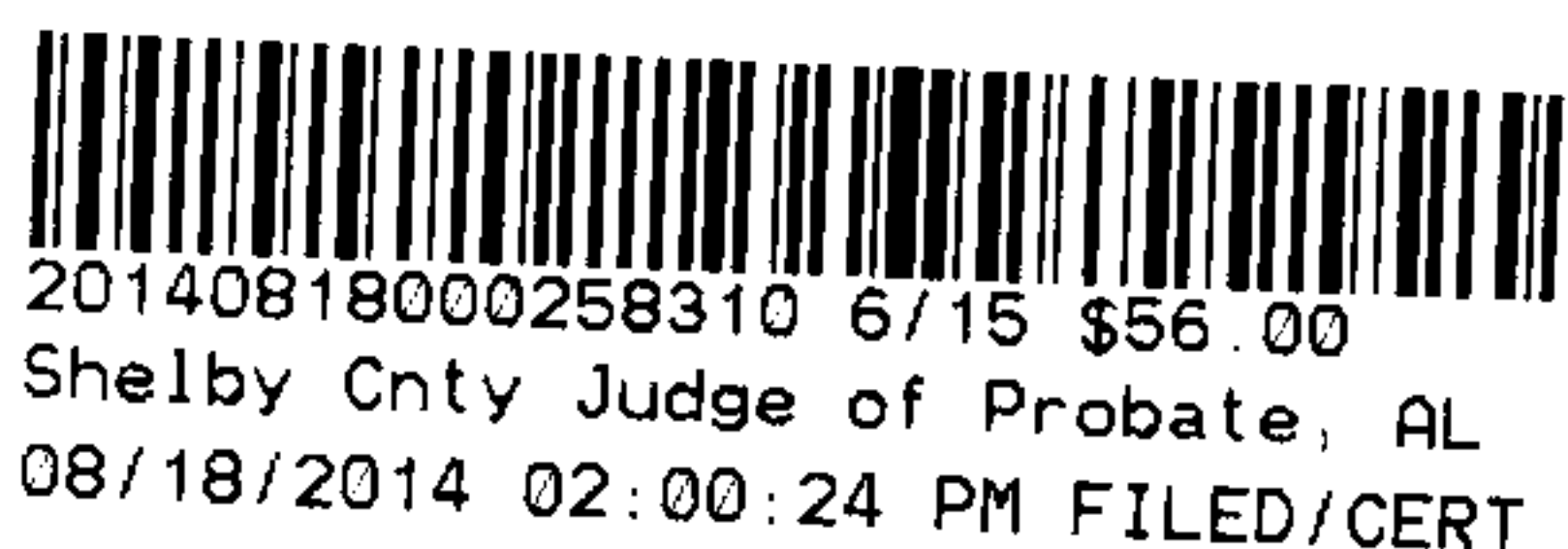


EXHIBIT "A"

SUBTRACTED PARCELS:

Strip 1

A strip of land 5.0' wide lying adjacent and parallel to the existing Northern boundary of said Colonial right-of-way, as shown on map labeled **EXHIBIT 1** attached hereto, the center line of said 5.0' strip lies 17.5' north of the following described line: Commence at the Southwest corner of said Section 9, Township 21 South, Range 4 West; thence North along the West boundary of said Section 567.62' to the point of beginning; thence turn an angle of 79°33' to the right in a Northeasterly direction 680.24'; thence turn an angle of 5°17' to the left in a Northeasterly direction 1,976.16'; thence turn an angle of 0°19' to the right in a Northeasterly direction 789.74'; thence turn an angle of 0°57' to the left in a Northeasterly direction 668.45'; thence turn an angle of 3°52' to the left in a Northeasterly direction 377.10'; thence turn an angle of 0°38' to the left in a Northeasterly direction 813.20'; thence turn an angle of 0°51' to the left in a Northeasterly direction 625.36'; thence turn an angle of 0°36' to the right in a Northeasterly direction 1305.23'; thence turn an angle of 0°58' to the right in a Northeasterly direction 576.66'; thence turn an angle of 0°55' to the left in a Northeasterly direction 1,677.27'; thence turn an angle of 0°26' to the right in a Northeasterly direction 1308.80'; thence turn an angle of 2°59' to the left in a Northeasterly direction 398.11'; thence turn an angle of 2°15' to the right in a Northeasterly direction 277.68'; thence turn an angle of 1°35' to the right in a Northeasterly direction 399.88'; thence turn an angle of 1°50' to the left in a Northeasterly direction 246.50'; thence turn an angle of 1°42'15" to right in a Northeasterly direction 1294.41'; thence turn an angle of 1°09' to the left in a Northeasterly direction 701.74'; thence turn an angle of 1°21' to the left in a Northeasterly direction 1,740.96'; thence turn an angle of 0°02' to the right in a Northeasterly direction 3,489.29'; thence turn an angle of 0°15' to the left in a Northeasterly direction 2,675.74'; thence turn an angle of 0°58' to the right in a northeasterly direction 3,827.63'; thence turn an angle of 4°53' to the right in a Northeasterly direction 1,147.63'; thence turn an angle of 0°05' to the right in a Northeasterly direction 875.40' to the North boundary of Section 6, Township 21 South, Range 3 West.

Strip 2

A strip of land 20.0' wide lying adjacent and parallel to the existing Southern boundary of said Colonial right-of-way, as shown on map labeled **EXHIBIT 1** attached hereto, the center line of said 20.0' strip lies 45.0' south of the following described line: Commence at the Southwest corner of said Section 9, Township 21 South, Range 4 West; thence North along the West boundary of said Section 9, 567.62' to



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the point of beginning; thence turn an angle of $79^{\circ}33'$ to the right in a Northeasterly 680.24'; thence turn an angle of $5^{\circ}17'$ to the left in a Northeasterly direction 1,976.16'; thence turn an angle of $0^{\circ}19'$ to the right in a Northeasterly direction 789.74'; thence turn an angle of $0^{\circ}57'$ to the left in a Northeasterly direction 668.45'; thence turn an angle of $3^{\circ}52'$ to the left in a Northeasterly direction 377.10'; thence turn an angle of $0^{\circ}38'$ to the left in a Northeasterly direction 813.20'; thence turn an angle of $0^{\circ}51'$ to the left in a Northeasterly direction 625.36'; thence turn an angle of $0^{\circ}36'$ to the right in a Northeasterly direction 1,305.23'; thence turn an angle of $0^{\circ}58'$ to the right in a Northeasterly direction 576.66'; thence turn an angle of $0^{\circ}55'$ to the left in a Northeasterly direction 1,677.27'; thence turn an angle of $0^{\circ}26'$ to the right in a Northeasterly direction 1,308.80'; thence turn an angle of $2^{\circ}59'$ to the left in a Northeasterly direction 398.11'; thence turn an angle of $2^{\circ}15'$ to the right in a Northeasterly direction 277.68'; thence turn an angle of $1^{\circ}35'$ to the right in a Northeasterly direction 399.88'; thence turn an angle of $1^{\circ}50'$ to the left in a Northeasterly direction 246.50'; thence turn an angle of $1^{\circ}42'15''$ to right in a Northeasterly direction 1,294.41'; thence turn an angle of $1^{\circ}09'$ to the left in a Northeasterly direction 701.74'; thence turn an angle of $1^{\circ}21'$ to the left in a Northeasterly direction 1,740.96'; thence turn an angle of $0^{\circ}02'$ to the right in a Northeasterly direction 3,489.29'; thence turn an angle of $0^{\circ}15'$ to the left in a Northeasterly direction 2,675.74'; thence turn an angle of $0^{\circ}58'$ to the right in a Northeasterly direction 3,827.63'; thence turn an angle of $4^{\circ}53'$ to the right in a Northeasterly direction 1,147.63'; thence turn an angle of $0^{\circ}05'$ to the right in a Northeasterly direction 875.40' to the North boundary of Section 6, Township 21 South, Range 4 West. Also two strips of land lying between points "H" and "I" on map labeled **EXHIBIT 2** attached hereto described as follows: (1) a strip of land lying between the South boundary of the right-of-way granted to Colonial by agreement dated July 20, 1962, and the North boundary of the right-of-way granted to Colonial by agreement dated June 20, 1972, and (2) a strip of land 20.0' wide lying adjacent and parallel to South boundary of the right-of-way granted to Colonial by agreement dated June 20, 1972, less and except those lands described in that certain Sixth Amendment of Timber Purchase and Cutting Agreement by dated May 10, 2007, and recorded in Instrument No. 20070514000224050 in the Probate Office of Shelby County, Alabama. Containing 15.90 acres, more or less.

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SUBTRACTED PARCELS:

Strip 1

A strip of land 5.0' wide lying adjacent and parallel to the existing northern boundary of said Colonial right-of-way, as shown on map labeled **EXHIBIT 1** attached hereto, the center line of said 5.0' strip lies 17.5' northwesterly of the following described line: (Tract 1) Commence at the Northwest corner of Section 17, Township 21 South, Range 4 West; thence south along the west boundary of said Section 17, 1784.75' to the point of beginning; thence turn an interior angle of 65°38' in a Northeasterly direction 1460.05' to the East boundary of the Northwest ¼ of the Northwest ¼ of said Section 17; (Tract 2) Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of Section 17, Township 21 South, Range 4 West; thence South along the West boundary of said quarter-quarter a distance of 530.87' to the point of beginning; thence turn an interior angle of 65°32' in a Northeasterly direction 1231.27' to the North boundary of said quarter-quarter.

Strip 2

A strip of land 20.0' wide lying adjacent and parallel to the existing Southern boundary of said Colonial right-of-way, as shown on map labeled **EXHIBIT 1** attached hereto, the center line of said 20.0' strip lies 45.0' south of the following described line: (Tract 1) Commence at the Northwest corner of Section 17, Township 21 South, Range 4 West; thence South along the West boundary of said Section 17, 1784.75' to the point of beginning; thence turn an interior angle of 65°38' in a Northeasterly direction 1460.05' to the East boundary of the Northwest ¼ of the Northwest ¼ of said Section 17; (Tract 2) Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of Section 17, Township 21 South, Range 4 West; thence South along the West boundary of said quarter-quarter a distance of 530.87' to the point of beginning; thence turn an interior angle of 65°32' in a Northeasterly direction 1231.27' to the North boundary of said quarter-quarter. Containing 1.50 acres, more or less.



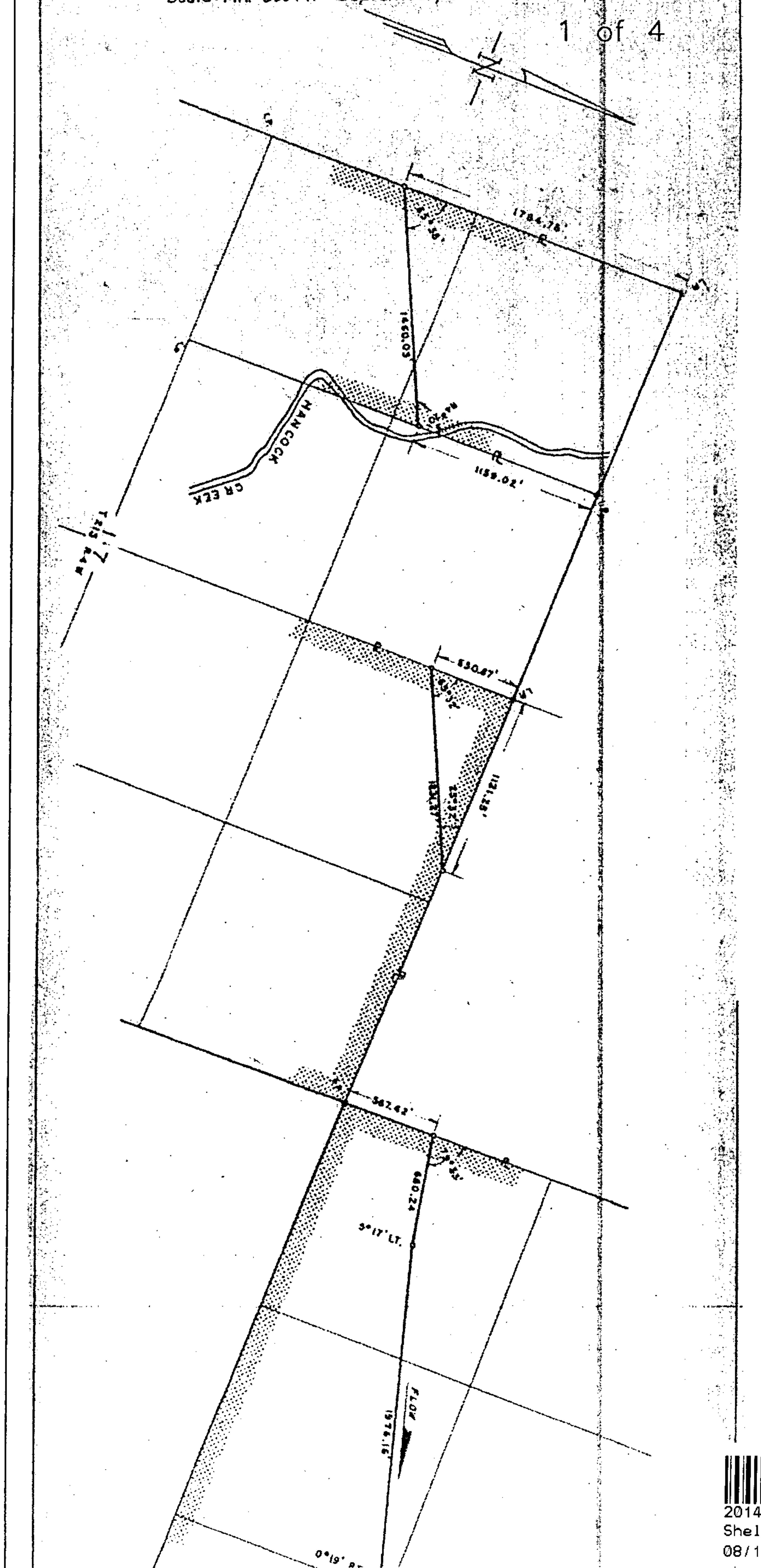
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32-65LD

United States Steel Corporation
Southern-Raw Materials Property
Scale: 1 in. = 500 ft. September, 1971

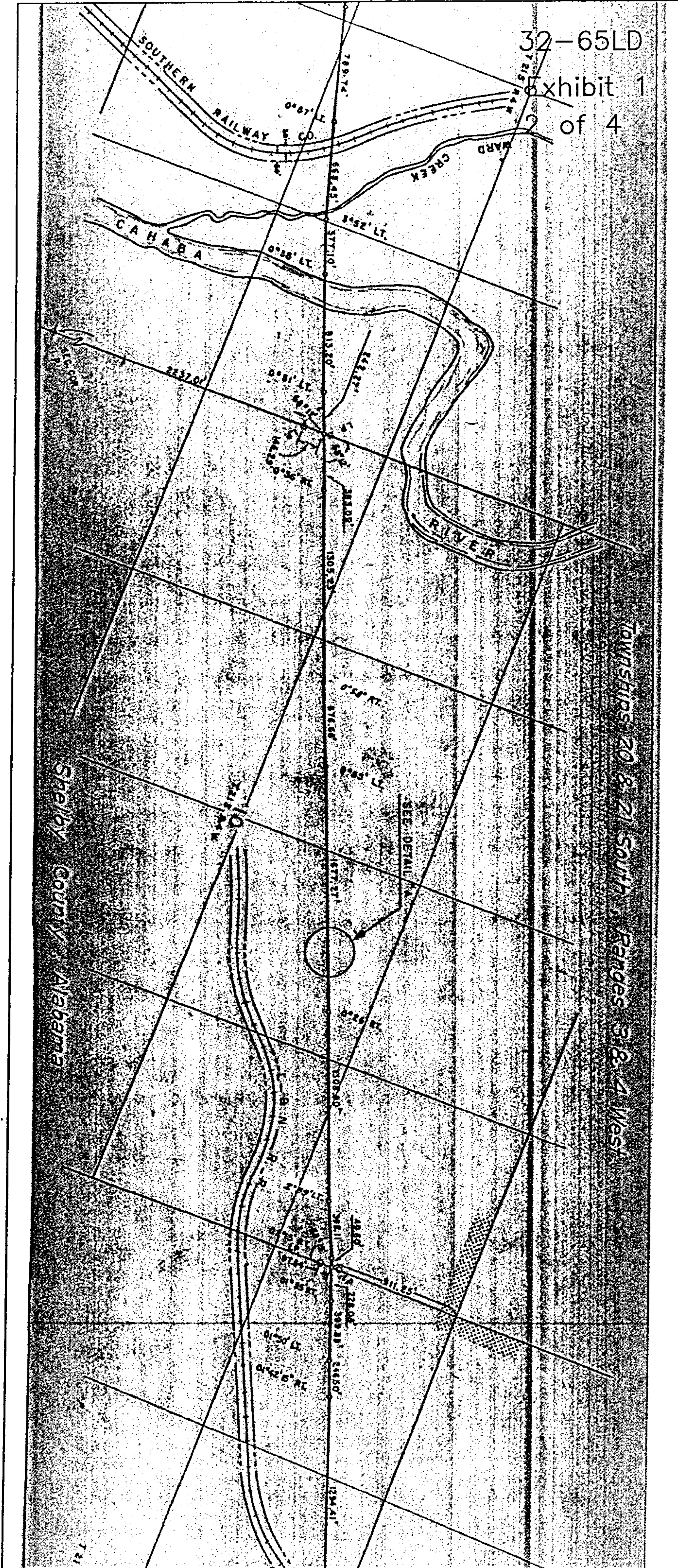
Exhibit 1

1 of 4



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32-65LD
Exhibit 1
2 of 4



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Exhibit 1
3 of 4

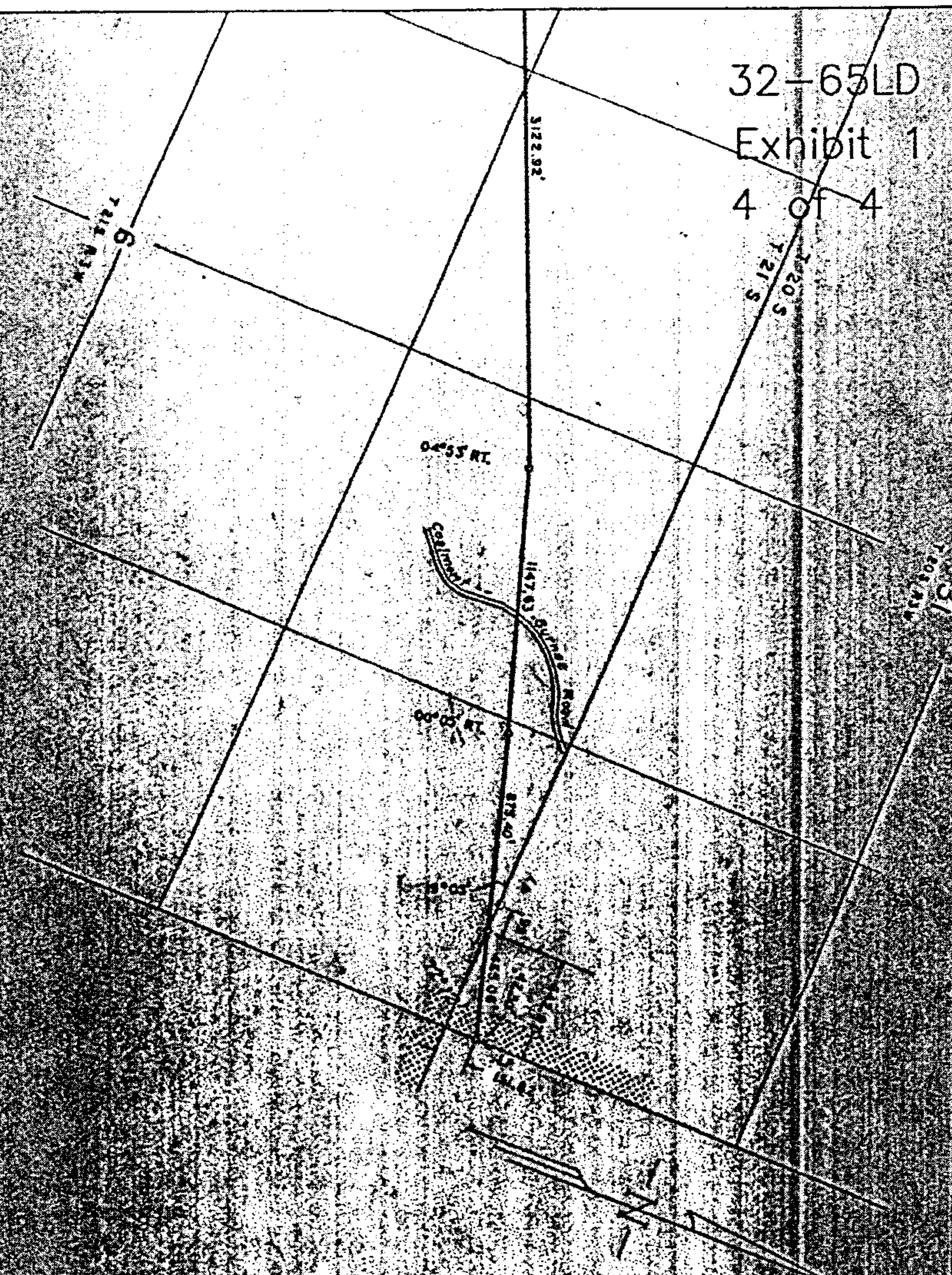
Exhibit 1
3 of 4

3/ of 4

EXISTING 26" COLONIAL PIPELINE



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COLONIAL PIPELINE COMPANY
ATLANTA, GEORGIA
15 COLONIAL PIPELINE COMPANY
D. A. BAKER, PRESIDENT
CHERRY COUNTRY, ALABAMA
SECTIONS OF PLANT, STATE-GRANT,
SEC. A. THE COMPANY, 1906-1917
SCALE 1:1,000
DATE 1917-1917

[illegible]

_____ Location of center line of pipe line 36 inches in diameter and right of way, herefor referred to in contract hereto attached

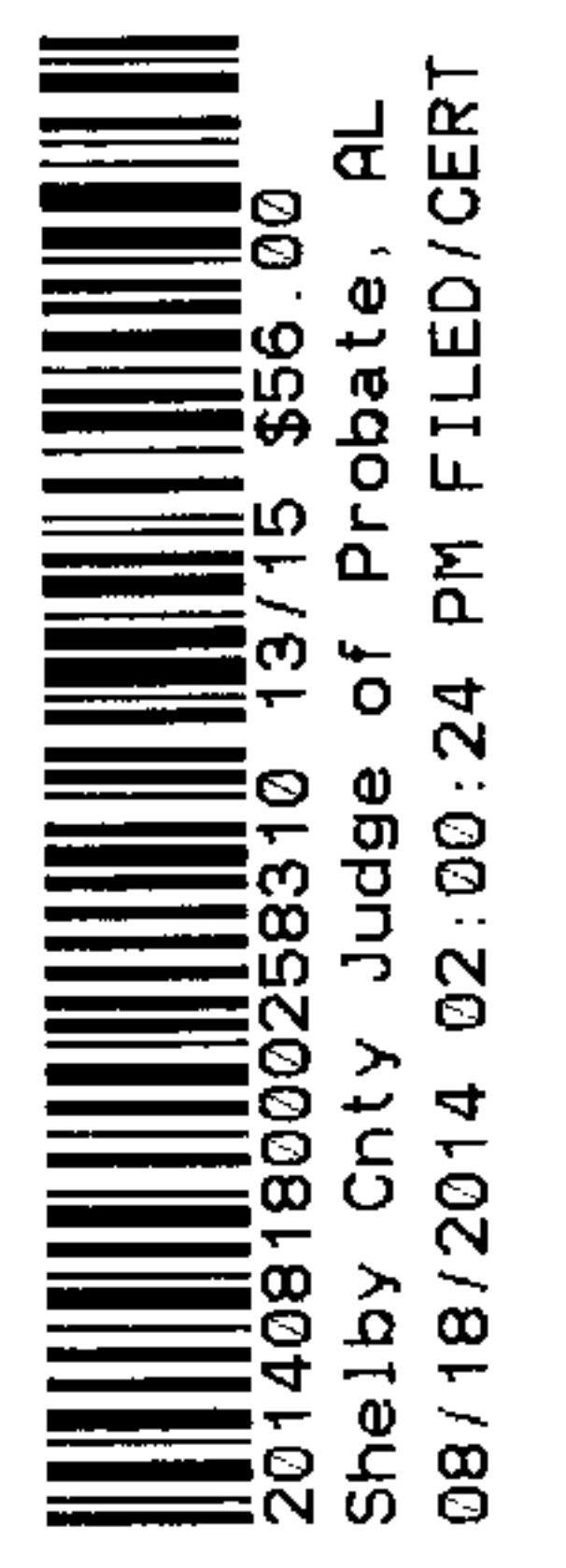


Exhibit 2

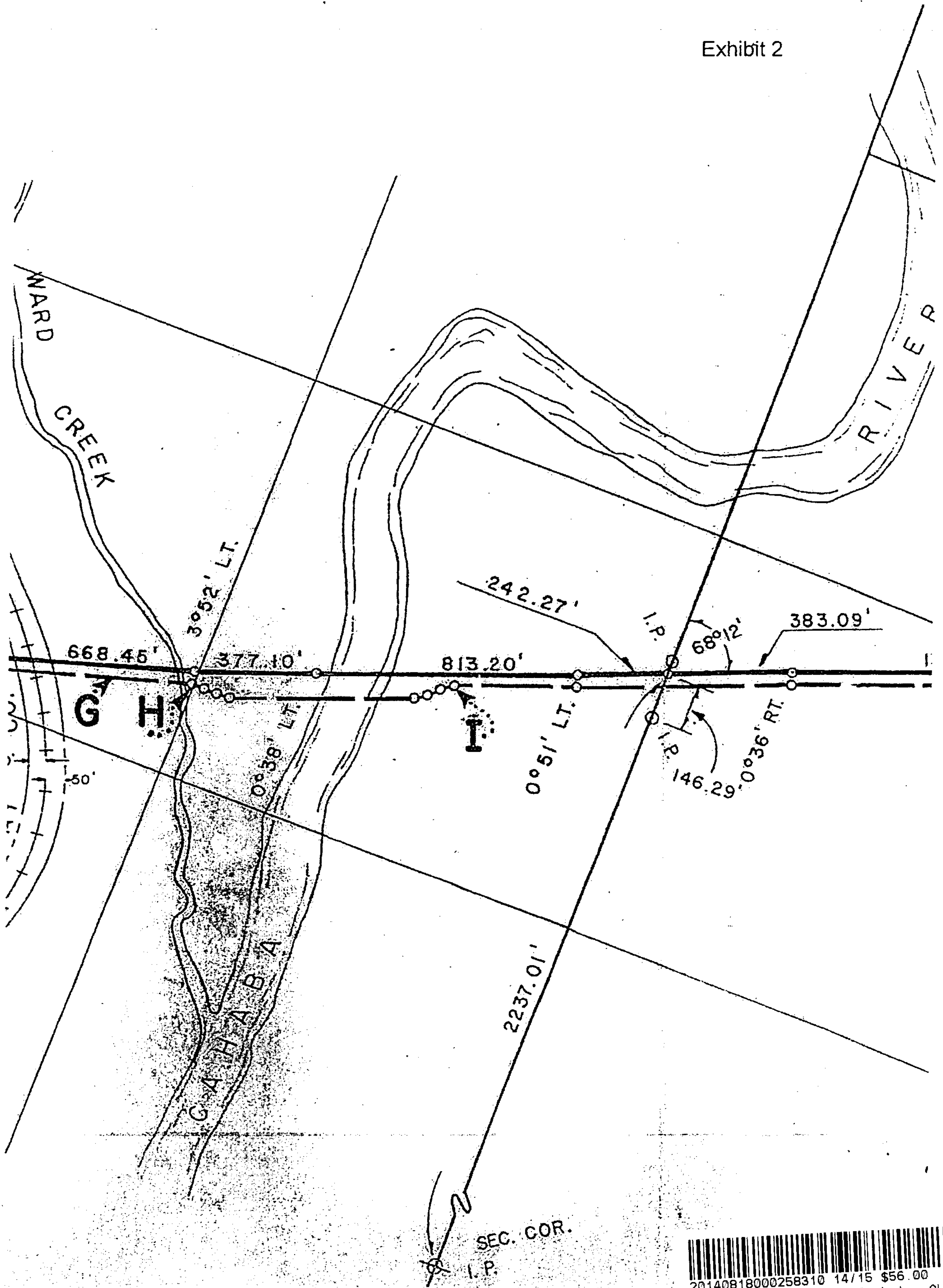
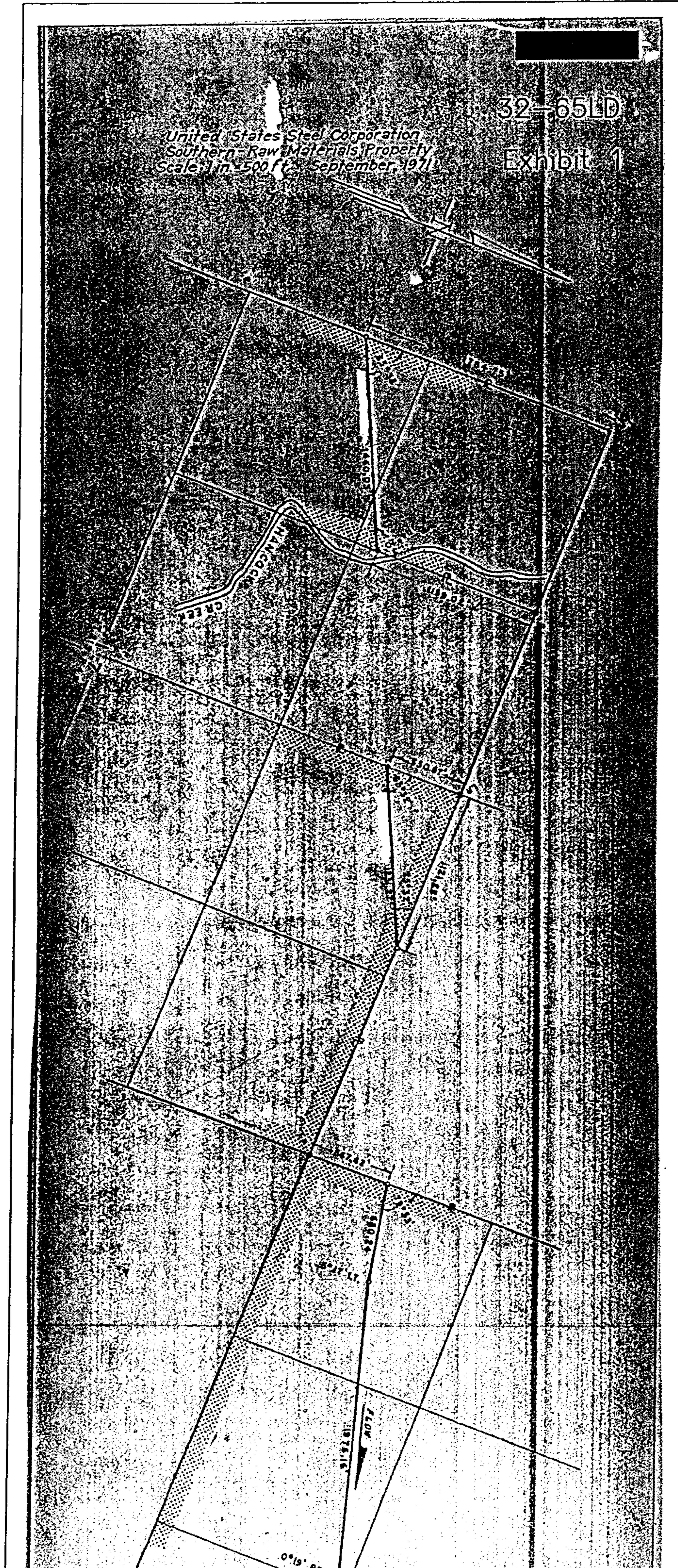


Exhibit 1

United States Steel Corporation
Southern Raw Materials Property
Scale: 1 in. = 500 ft. September, 1971



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