

This instrument was prepared by and when  
recorded return to:

C. Corley Holt, Esquire  
Winston & Strawn LLP  
214 North Tryon Street, Suite 2200  
Charlotte, North Carolina 28202

MORT 1297 526  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

STATE OF ALABAMA

SOME OF THE PROPERTY CONVEYED AS  
COLLATERAL HEREBY IS OR INCLUDES

COUNTY OF TALLADEGA AND SHELBY FIXTURES

**FIRST AMENDMENT  
TO  
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING**

**THIS AMENDMENT** (this "Amendment") is made as of this 31<sup>st</sup> day of December, 2008, by and between BOWATER ALABAMA LLC, an Alabama limited liability company, whose address is 17589 Plant Road, Coosa Pines, Alabama 35044 (the "Mortgagor") and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under the Credit Agreement and as agent for the Secured Parties pursuant to subsection 5.4(b) of the Mortgage (as hereinafter defined), in each capacity, for the benefit of the Secured Parties, whose address is 1525 West W.T. Harris Boulevard, Mailcode: NC0680, Charlotte, North Carolina 28262, Attention: Syndication Agency Services ("Mortgagee").

**RECITALS**

A. Mortgagor granted to Mortgagee a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 15, 2008, and recorded on (i) May 15, 2008 on Book 1275 Page 562 in the Public Records of Talladega County, Alabama and (ii) May 16, 2008 as Document Number 20080516000200130 in the Public Records of Shelby County, Alabama (the "Mortgage").

B. Mortgagor and Mortgagee wish to amend the legal description that was attached as Exhibit A to the Mortgage.

C. Mortgagor and Mortgagee further wish to amend certain provisions of the "Application of Proceeds" Section in the Mortgage to reflect revised and updated terms.

All applicable mortgage recording taxes were paid upon recording of the Mortgage described herein and no additional mortgage recording taxes are due upon this Amendment. The secured indebtedness remains unchanged in amount and in time of maturity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Mortgage, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are acknowledged as true and correct and are incorporated herein. Capitalized terms used but not expressly defined herein shall have the meanings given to such terms in the Mortgage.

2. Mortgagor and Mortgagee agree to amend the Mortgage to provide that the legal description on Exhibit "A" attached to this Amendment replaces and supersedes, in its entirety, the legal description set forth on Exhibit A attached to the Mortgage. Mortgagor does hereby give, grant, bargain, sell, alienate, remise, warrant, convey, mortgage, release, confirm, assign, transfer and set over unto the Mortgagee, its successors and assigns, for the benefit of the Secured Parties, all of the Mortgagor's right, title and interest in and to the property described in Exhibit "A" attached to this Amendment together with all improvements and appurtenances, subject to and in accordance with the terms, covenants, representations, warranties and conditions set forth in the Mortgage.

3. The defined terms set forth in the Statement of Purpose of the Mortgage are hereby amended by deleting the terms "Canadian Facility Commitment Percentage" and "Domestic Facility Commitment Percentage".

4. Section 4.4 (Application of Proceeds) of the Mortgage is hereby amended:

(a) by amending and restating the "SECOND" paragraph thereof in its entirety as follows:

SECOND, to the payment in full of the Secured Obligations secured hereby. Each amount so applied to be distributed by the Mortgagee to the Administrative Agent or the Canadian Administrative Agent as follows:

(i) prior to the date upon which each of the Overadvance and the Canadian Overadvance are each reduced to \$0 (such date, the "Adjustment Date") (A) to the Administrative Agent in an aggregate amount equal to the product of (1) the U.S. Pro Rata Percentage as of the Eighth Amendment Effective Date times (2) such amount and (B) to the Canadian Administrative Agent in an aggregate amount equal to the product of (1) the Canadian Pro Rata Percentage as of the Eighth Amendment Effective Date times (2) such amount; and

(ii) on or after the Adjustment Date (A) to the Administrative Agent in an aggregate amount equal to the product of (1) the U.S. Pro Rata Percentage as of the Adjustment Date times (2) such amount and (B) to the Canadian Administrative

Agent in an aggregate amount equal to the product of (1) the Canadian Pro Rata Percentage as of the Adjustment Date times (2) such amount.

Each amount received by the Administrative Agent or the Canadian Administrative Agent (as applicable) pursuant to this clause shall be further distributed by the Administrative Agent or the Canadian Administrative Agent (as applicable) as required pursuant to the terms of the Credit Agreement or the Canadian Credit Agreement (as applicable); and

5. Mortgagor hereby affirms the continuing validity and enforceability of each and every obligation under the Secured Obligations.

6. The Property encumbered by the Mortgage shall in all respects remain subject to the lien, charge and encumbrance of the Mortgage and nothing herein contained is intended to or shall affect the charge or encumbrance of the Mortgage, as modified hereby, or its priority over any of the lands, charges or encumbrances described therein.

7. Mortgagor warrants that it has full power and authority to execute this Amendment, that the Mortgage is a first Lien on all of the Property (subject only to the Permitted Exceptions), that the Mortgage is binding upon Mortgagor, its respective successors and assigns, that Mortgagee has heretofore fully performed its obligations under the Mortgage, and that Mortgagor has no claims or offsets against Mortgagee relating to the Secured Obligations, including, without limitation, the obligations of Mortgagor under the Mortgage or any other Loan Document. Mortgagor does hereby release and hold harmless Mortgagee, its officers, employees and agents, from and against any claim, action, suit, demand, cause, expense or liability of any kind, whether known or unknown, relating in any way to the Secured Obligations or the administration thereof, or the communications and business dealings between Mortgagee and Mortgagor through the date hereof. Mortgagor represents and warrants (i) that there exist no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Secured Obligations or the Mortgage and (ii) except as set forth in this Amendment, no other agreement, oral or written, has been made by any of Mortgagee's employees, agents or officers or directors to extend or modify the Secured Obligations or further modify the Mortgage.

8. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien and priority of the Mortgage.

9. Except as expressly provided herein, the Mortgage, the Loan Documents and the Canadian Loan Documents shall remain unmodified and in full force and effect. Except as expressly set forth herein, this Amendment shall not be deemed (a) to be a waiver of, or consent to, a modification of or amendment of, any other term or condition of the Mortgage, the Loan Documents or the Canadian Loan Documents, (b) to prejudice

any other right or rights which the Administrative Agent, the Canadian Administrative Agent, the Domestic Facility Secured Parties or the Canadian Facility Secured Parties may now have or may have in the future under or in connection with the Mortgage, the Loan Documents or the Canadian Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with the Mortgagor or any other Person with respect to any waiver, amendment, modification or any other change to the Mortgage, the Loan Documents or the Canadian Loan Documents or any rights or remedies arising in favor of the Domestic Facility Secured Parties, the Canadian Facility Secured Parties, the Administrative Agent or the Canadian Administrative Agent, or any of them, under or with respect to any such documents or (d) to be a waiver of, or consent to or a modification or amendment of, any other term or condition of any other agreement by and among the Mortgagor, on the one hand, and the Administrative Agent, Canadian Administrative Agent or any other Domestic Facility Secured Party or Canadian Facility Secured Party, on the other hand. References in the Mortgage to "this Mortgage" (and indirect references such as "hereunder", "hereby", "herein", and "hereof") and in any Loan Document or Canadian Loan Document to this Mortgage shall be deemed to be references to the Mortgage as modified hereby.

10. Governing Law. This agreement shall be deemed to be a contract entered into pursuant to the laws of the state of New York and shall in all respects be governed by, construed and enforced in accordance with the laws of the state of New York; provided, however, that with respect to the creation, perfection, priority and enforcement of the Lien or interest of the Mortgage (as amended hereby), the laws of the State shall apply.

11. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE MORTGAGE, ANY OTHER LOAN DOCUMENT, ANY OTHER CANADIAN LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH 11.

[Signature Page Follows]

MORT 1297 529  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

IN WITNESS WHEREOF, Mortgagor and Mortgagee causes this Amendment to be executed, sealed and delivered by its duly authorized representatives, all of the day and year first above written.

**MORTGAGOR:**

**BOWATER ALABAMA LLC,**  
an Alabama limited liability company

By: **BOWATER NEWSPRINT SOUTH LLC,**  
a Delaware limited liability company, its  
Member

By: William G. Harvey  
Name: William G. Harvey  
Title: Manager

**WACHOVIA BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent and as  
agent for the Secured Parties, in each capacity, for  
the benefit of the Secured Parties

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MORT 1297 530  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

IN WITNESS WHEREOF, Mortgagor and Mortgagee causes this Amendment to be executed, sealed and delivered by its duly authorized representatives, all of the day and year first above written.

**MORTGAGOR:**

**BOWATER ALABAMA LLC,**  
an Alabama limited liability company

By: **BOWATER NEWSPRINT SOUTH LLC,**  
a Delaware limited liability company, its  
Member

By: \_\_\_\_\_  
Name: William G. Harvey  
Title: Manager

**WACHOVIA BANK, NATIONAL  
ASSOCIATION,** as Administrative Agent and as  
agent for the Secured Parties, in each capacity, for  
the benefit of the Secured Parties

By: \_\_\_\_\_  
Name: C. Mark Hedrick  
Title: Managing Director

MORT 1297 531  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

STATE OF SC )  
COUNTY OF Greenville )

I, Dyan Crosby, a Notary Public in and for said County, in said State, hereby certify that William G. Harvey, whose name as Manager of Bowater Newsprint South LLC, a Delaware limited liability company, which is the member of **Bowater Alabama LLC**, an Alabama 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Bowater Newsprint South LLC, acting in its capacity as member of Bowater Alabama LLC.

Given under my hand and official seal, this 21 day of December, 2008.

[NOTARY SEAL]

Dyan Crosby  
Notary Public My Commission Expires May 8, 2015

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Wachovia Bank, National Association, 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 \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said Wachovia Bank, National Association.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

MORT 1297 532  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that William G. Harvey, whose name as Manager of Bowater Newsprint South LLC, a Delaware limited liability company, which is the member of **Bowater Alabama LLC**, an Alabama 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Bowater Newsprint South LLC, acting in its capacity as member of Bowater Alabama LLC.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

[NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF North Carolina )  
COUNTY OF Mecklenburg )

I, Chithra Intasom, a Notary Public in and for said County, in said State, hereby certify that C. Mark Hedrick, whose name as Managing Director of Wachovia Bank, National Association, 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 Managing Director and with full authority, executed the same voluntarily for and as the act of said Wachovia Bank, National Association.

Given under my hand and official seal, this 22 day of December, 2008.

[NOTARY SEAL]

Notary Public

My Commission Expires: 2-16-2010

EXHIBIT "A"

LEGAL DESCRIPTION

MORT 1297 534  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

TRACT NO. 1

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA; THENCE NORTH 00°01'14" WEST ALONG THE EAST BOUNDARY OF SAID SECTION A DISTANCE OF 435.45 FEET TO THE POINT-OF-BEGINNING. FROM THE POINT-OF-BEGINNING; THENCE SOUTH 88°37'51" WEST FOR A DISTANCE OF 3904.74 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 00°18'01" EAST A DISTANCE OF 685.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY NO. 235; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 51°57'00" WEST A DISTANCE OF 313.76 FEET TO THE P.C. OF A CONCAVE CURVE RIGHT; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 1372.40 FEET, A CHORD BEARING OF NORTH 34°41'39" WEST A CHORD DISTANCE OF 985.90 FEET TO A FOUND IRON PIN; THENCE, LEAVING SAID EAST RIGHT-OF-WAY NORTH 85°52'31" EAST A DISTANCE OF 228.05 FEET TO A SET IRON PIN; THENCE NORTH 00°07'30" WEST A DISTANCE OF 325.60 FEET TO A SET IRON PIN; THENCE SOUTH 85°49'28" WEST A DISTANCE OF 267.50 FEET TO FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF SAID ALABAMA HIGHWAY NO. 235; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°14'28" WEST A DISTANCE OF 564.88 FEET TO THE P.C. OF A CONCAVE CURVE LEFT; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 1987.73 FEET, A CHORD BEARING OF NORTH 09°49'18" WEST A CHORD DISTANCE OF 658.42 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY, NORTH 15°25'13" WEST A DISTANCE OF 1240.12 FEET TO THE P.C. OF A CONCAVE CURVE RIGHT; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 1848.50 FEET, A CHORD BEARING OF NORTH 06°48'36" WEST A CHORD DISTANCE OF 553.50 FEET TO THE P.T. OF SAID CURVE; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, NORTH 00°07'17" EAST A DISTANCE OF 1267.14 FEET TO THE P.C. OF A CONCAVE CURVE RIGHT; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 1372.39 FEET, A CHORD BEARING OF NORTH 14°38'49" EAST A CHORD DISTANCE OF 755.96 FEET TO THE P.T. OF SAID CURVE; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, NORTH 29°33'44" EAST A DISTANCE OF 268.30 FEET TO A FOUND CONCRETE MONUMENT AT THE P.C. OF A CONCAVE CURVE LEFT; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 1454.47 FEET, A CHORD BEARING OF NORTH 21°25'25" EAST A CHORD DISTANCE OF 344.27 FEET TO A FOUND IRON PIN; THENCE, LEAVING



20090126000024850 10/19 \$66.00  
Shelby Cnty Judge of Probate, AL  
01/26/2009 03:05:40PM FILED/CERT

SAID EAST RIGHT-OF-WAY, SOUTH 89°58'46" EAST A DISTANCE OF 37.39 FEET TO A SET IRON PIN; THENCE SOUTH 00°05'43" WEST A DISTANCE OF 310.00 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 248.00 FEET TO A POINT THAT IS 12 FEET NORTH OF AND AT RIGHT ANGLES TO THE CENTERLINE OF A RAILROAD SPUR TRACK; THENCE NORTH 64°35'03" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 135.91 FEET; THENCE NORTH 67°25'24" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 66.23 FEET; THENCE NORTH 76°00'26" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 73.18 FEET; THENCE NORTH 85°31'37" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 90.35 FEET; THENCE NORTH 85°03'20" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 79.70 FEET; THENCE NORTH 74°19'35" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 101.92 FEET; THENCE NORTH 62°21'50" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 89.57 FEET; THENCE NORTH 51°10'37" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 113.83 FEET; THENCE NORTH 39°46'49" EAST PARALLEL TO AND 12 FEET NORTH OF SAID RAILROAD SPUR TRACK A DISTANCE OF 49.10 FEET TO SET IRON PIN; THENCE NORTH 00°00'46" EAST A DISTANCE OF 316.39 FEET TO A SET IRON PIN; THENCE NORTH 89°59'12" WEST A DISTANCE OF 958.84 FEET TO A FOUND CONCRETE MONUMENT ON THE EAST RIGHT-OF-WAY LINE OF SAID ALABAMA HIGHWAY 235; THENCE, ALONG SAID EAST RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 958.05 FEET, A CHORD BEARING OF NORTH 02°36'11" EAST A CHORD DISTANCE OF 42.53 FEET TO A FOUND CONCRETE MONUMENT; THENCE, LEAVING SAID EAST RIGHT-OF-WAY, NORTH 89°54'55" EAST A DISTANCE 985.00 FEET TO A SET IRON PIN; THENCE SOUTH 80°05'41" EAST A DISTANCE OF 250.00 FEET TO A SET IRON PIN; THENCE SOUTH 25°26'11" EAST A DISTANCE OF 39.28 FEET TO A FENCE CORNER; THENCE SOUTH 49°17'11" EAST A DISTANCE OF 120.95 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 64°56'35" EAST A DISTANCE OF 151.58 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 89°59'26" EAST A DISTANCE OF 109.96 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 00°05'23" EAST A DISTANCE OF 119.99 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 89°54'01" EAST A DISTANCE OF 10504.30 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 30°04'34" EAST A DISTANCE OF 1589.89 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 46°24'37" WEST A DISTANCE OF 1043.84 FEET TO FOUND IRON PIN; THENCE SOUTH 46°15'58" WEST A DISTANCE OF 2344.35 FEET TO A FOUND IRON PIN; THENCE SOUTH 63°32'16" WEST A DISTANCE OF 3427.78 FEET TO A FOUND CONCRETE MONUMENT, SAID POINT BEING LOCATED ON THE EAST BOUNDARY OF THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 4,

TOWNSHIP 20 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA;  
THENCE SOUTH 00°14'33" EAST ALONG THE EAST BOUNDARY OF SAID  
QUARTER-QUARTER SECTION FOR A DISTANCE OF 759.27 FEET TO A  
FOUND CONCRETE MONUMENT; THENCE SOUTH 88°37'51" WEST A  
DISTANCE OF 2630.64 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE NORTHWEST ONE-  
FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHEAST ONE-  
FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHWEST ONE-  
FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHEAST ONE-  
FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHWEST ONE-  
FOURTH OF THE SOUTHEAST ONE-FOURTH AND THE SOUTHEAST ONE-  
FOURTH OF THE SOUTHEAST ONE-FOURTH OF SECTION 32, TOWNSHIP  
19 SOUTH, RANGE 3 EAST; THE SOUTHWEST ONE-FOURTH OF THE  
SOUTHWEST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE  
SOUTHWEST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE  
SOUTHEAST ONE-FOURTH AND THE SOUTHEAST ONE-FOURTH OF THE  
SOUTHEAST ONE-FOURTH OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE  
3 EAST; THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-  
FOURTH, THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-  
FOURTH AND THE SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-  
FOURTH OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 3 EAST; THE  
NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE  
NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE  
NORTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE  
NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE  
SOUTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE  
SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE  
SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE  
SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH,  
NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE  
NORTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE  
NORTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE  
NORTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE  
SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE  
SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE  
SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH AND THE  
SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF  
SECTION 5, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHWEST  
ONE-FOURTH OF THE NORTHWEST ONE-FOURTH AND THE NORTHEAST  
ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 8,  
TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHWEST ONE-FOURTH  
OF THE NORTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF  
THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF  
THE NORTHEAST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE  
NORTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE  
NORTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE

NORTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH AND THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH AND THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA, AND CONTAINS 1519.43 ACRES MORE OR LESS.

TRACT NO. 2

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA; THENCE NORTH 00°01'14" WEST ALONG THE EAST BOUNDARY OF SAID SECTION A DISTANCE OF 435.45 FEET; THENCE SOUTH 88°37'51" WEST A DISTANCE OF 3904.74 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 00°18'01" EAST A DISTANCE OF 685.74 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY 235; THENCE SOUTH 15°19'07" WEST A DISTANCE OF 130.11 FEET TO A P.T. ON THE WEST RIGHT-OF-WAY LINE OF SAID HIGHWAY, SAID POINT BEING THE POINT-OF-BEGINNING . FROM SAID POINT-OF-BEGINNING, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2907.08 FEET, A CHORD BEARING OF SOUTH 46°50'20" EAST A CHORD DISTANCE OF 363.13 FEET TO A FOUND CONCRETE MONUMENT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 16°47'50" EAST A DISTANCE OF 102.00 FEET TO A POINT, SAID POINT BEING THE P.C. OF A CONCAVE CURVE RIGHT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1266.43 FEET, A CHORD BEARING OF SOUTH 30°31'54" EAST A CHORD DISTANCE OF 360.99 FEET TO A POINT BEING THE P.C.C. OF A CONCAVE CURVE RIGHT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1373.05 FEET, A CHORD BEARING OF SOUTH 04°23'57" EAST A CHORD DISTANCE OF 901.30 FEET TO THE P.T. OF SAID CURVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 14°50'27" WEST A DISTANCE OF 270.16 FEET TO ITS POINT OF

INTERSECTION WITH THE NORTHERLY BANK OF TALLADEGA CREEK, THENCE, LEAVING SAID WEST RIGHT-OF-WAY NORTH 82°02'05" WEST ALONG THE NORTHERLY BANK OF SAID CREEK A DISTANCE OF 955.11 FEET; THENCE NORTH 89°22'49" WEST ALONG THE NORTHERLY BANK OF SAID CREEK A DISTANCE OF 393.55 FEET; THENCE SOUTH 67°21'42" WEST ALONG THE NORTHERLY BANK OF SAID CREEK A DISTANCE OF 145.25 FEET TO ITS POINT OF INTERSECTION WITH THE EAST BANK OF THE COOSA RIVER; THENCE NORTH 11°09'16" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 218.25 FEET; THENCE NORTH 18°43'47" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 545.19 FEET; THENCE NORTH 23°17'47" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 809.60 FEET; THENCE NORTH 33°28'31" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 923.89 FEET; THENCE NORTH 38°40'43" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 1096.84 FEET; THENCE NORTH 28°58'02" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 484.20 FEET; THENCE NORTH 17°34'17" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 373.45 FEET; THENCE NORTH 00°38'39" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 401.12 FEET; THENCE NORTH 09°34'23" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 406.75 FEET; THENCE NORTH 14°32'05" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 1024.24 FEET; THENCE NORTH 22°45'53" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 606.03 FEET; THENCE NORTH 30°13'12" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 349.43 FEET; THENCE NORTH 18°26'48" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 641.35 FEET; THENCE NORTH 02°51'52" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 360.98 FEET; THENCE NORTH 09°33'20" WEST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 498.13 FEET; THENCE SOUTH 89°19'26" WEST ALONG THE BANK OF THE RIVER AND ALONG THE EDGE OF THE RIVER PUMP HOUSE A DISTANCE OF 57.62 FEET; THENCE NORTH 00°07'03" EAST ALONG THE EDGE OF THE RIVER PUMP HOUSE A DISTANCE OF 37.57 FEET; THENCE NORTH 88°50'36" WEST ALONG THE EDGE OF THE RIVER PUMP HOUSE A DISTANCE OF 29.08 FEET; THENCE NORTH 00°18'41" WEST ALONG THE EDGE OF THE RIVER PUMP HOUSE A DISTANCE OF 31.47 FEET; THENCE NORTH 89°54'13" EAST ALONG THE EDGE OF THE RIVER PUMP HOUSE A DISTANCE OF 27.94 FEET; THENCE NORTH 00°06'59" EAST ALONG THE EDGE OF THE RIVER PUMP HOUSE A DISTANCE OF 38.37 FEET; THENCE NORTH 19°33'01" EAST ALONG THE EAST BANK OF SAID RIVER A DISTANCE OF 112.60 FEET TO A FOUND IRON PIN; THENCE, LEAVING SAID RIVER, NORTH 89°51'15" EAST A DISTANCE OF 400.08 FEET TO A FOUND IRON PIN; THENCE SOUTH 03°31'19" EAST A DISTANCE OF 601.42 FEET TO A SET IRON PIN; THENCE NORTH 85°05'19" EAST A DISTANCE OF 363.93 FEET TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY OF SAID ALABAMA HIGHWAY NO. 235; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO

THE RIGHT WITH A RADIUS OF 1492.39 FEET, A CHORD BEARING OF SOUTH 03°06'52" WEST A CHORD DISTANCE OF 228.69 FEET TO THE P.T. OF SAID CURVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°07'17" WEST TO THE P.C. OF A CONCAVE CURVE TO THE LEFT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1968.50 FEET, A CHORD BEARING OF SOUTH 06°50'09" EAST A CHORD DISTANCE OF 587.66 FEET TO THE P.T. OF SAID CURVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 15°25'13" EAST A DISTANCE OF 1244.31 FEET TO THE P.C. OF A CONCAVE CURVE TO THE RIGHT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1867.73 FEET, A CHORD BEARING OF SOUTH 09°53'02" EAST A CHORD DISTANCE OF 622.67 FEET TO THE P.T. OF SAID CURVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°14'28" EAST A DISTANCE OF 564.88 FEET TO THE P.C. OF A CONCAVE CURVE TO THE LEFT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1492.40 FEET, A CHORD BEARING OF SOUTH 27°48'34" EAST A CHORD DISTANCE OF 1387.36 FEET TO THE P.T. OF SAID CURVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 51°57'00" EAST A DISTANCE OF 363.16 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA; THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH AND THE SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST AND THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH AND THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 3 EAST AND CONTAINS 274.86 ACRES MORE OR LESS.

**TRACT NO. 3**

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA; THENCE SOUTH 55°24'14" WEST A DISTANCE OF 4238.27 FEET TO A POINT OF INTERSECTION BETWEEN THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY NO. 235 AND THE SOUTH BANK OF TALLADEGA CREEK, SAID POINT BEING THE POINT-OF-BEGINNING. FROM SAID POINT-OF-BEGINNING, THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 14°50'27" WEST A DISTANCE OF 296.71 FEET TO THE P.C. OF A CONCAVE CURVE LEFT; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1716.24 FEET, A CHORD BEARING OF SOUTH 04°06'31" EAST A CHORD DISTANCE OF 1114.63 FEET TO THE P.T. OF SAID CURVE; THENCE, ALONG SAID WEST RIGHT-OF-WAY, SOUTH 20°38'30" EAST A DISTANCE OF 7.40 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF AN ALABAMA POWER COMPANY TRANSMISSION LINE RIGHT-OF-WAY; THENCE SOUTH 66°52'56" WEST ALONG THE SOUTH BOUNDARY OF SAID ALABAMA POWER COMPANY RIGHT-OF-WAY A DISTANCE OF 357.06 FEET TO A POINT ON THE NORMAL POOL ELEVATION OF LAY LAKE; THENCE NORTH 21°38'43" EAST ALONG THE NORMAL POOL ELEVATION OF SAID LAKE A DISTANCE OF 140.84 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID ALABAMA POWER COMPANY RIGHT-OF-WAY; THENCE NORTH 04°03'08" WEST ALONG THE NORMAL POOL ELEVATION OF SAID LAKE A DISTANCE OF 514.78 FEET; THENCE NORTH 67°50'50" WEST ALONG THE NORMAL POOL ELEVATION OF SAID LAKE A DISTANCE OF 62.84 FEET; THENCE SOUTH 02°18'13" WEST ALONG THE NORMAL POOL ELEVATION OF SAID LAKE A DISTANCE OF 429.05 FEET; THENCE SOUTH 26°04'08" WEST ALONG THE NORMAL POOL ELEVATION OF SAID LAKE A DISTANCE OF 219.84 FEET TO ITS POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SAID ALABAMA POWER COMPANY RIGHT-OF-WAY; THENCE SOUTH 66°52'54" WEST ALONG THE NORTH BOUNDARY OF SAID ALABAMA POWER COMPANY RIGHT-OF-WAY AND ALONG THE NORMAL POOL ELEVATION OF SAID LAY LAKE A DISTANCE OF 333.54 FEET TO ITS POINT OF INTERSECTION WITH THE EAST BANK OF THE COOSA RIVER; THENCE NORTH 24°59'29" WEST ALONG THE EAST BOUNDARY OF SAID COOSA RIVER A DISTANCE OF 545.38 FEET; THENCE NORTH 23°23'23" WEST ALONG THE EAST BOUNDARY OF SAID COOSA RIVER A DISTANCE OF 450.66 FEET; THENCE NORTH 15°04'42" WEST ALONG THE EAST BANK OF SAID COOSA RIVER A DISTANCE OF 522.07 FEET; THENCE NORTH 06°38'59" WEST ALONG THE EAST BANK OF SAID COOSA RIVER A DISTANCE OF 223.39 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH BANK OF THE AFOREMENTIONED TALLADEGA CREEK; THENCE NORTH 46°21'05" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 131.09 FEET; THENCE NORTH 83°08'27" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 234.50 FEET; THENCE SOUTH

81°37'09" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 576.06 FEET; THENCE SOUTH 85°47'43" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 459.84 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH AND THE NORTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 3 EAST, TALLADEGA COUNTY, ALABAMA, AND CONTAINS 37.68 ACRES MORE OR LESS.

TRACT NO. 4

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 3 EAST, SHELBY COUNTY, ALABAMA, SAID POINT BEING THE POINT-OF-BEGINNING. FROM SAID POINT-OF-BEGINNING NORTH 01°20'25" WEST ALONG THE WEST BOUNDARY OF THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH A DISTANCE OF 763.60 FEET TO A POINT ON THE SOUTH BANK OF LOCUST CREEK; THENCE SOUTH 59°26'01" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 213.67 FEET; THENCE NORTH 44°53'50" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 217.05 FEET; THENCE SOUTH 88°58'40" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 406.02 FEET; THENCE NORTH 64°05'43" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 396.78 FEET; THENCE SOUTH 88°49'31" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 100.36 FEET; THENCE SOUTH 14°36'12" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 172.64 FEET; THENCE SOUTH 60°46'14" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 225.00 FEET; THENCE SOUTH 73°40'27" EAST ALONG THE SOUTH BANK OF SAID CREEK A DISTANCE OF 121.57 FEET; THENCE SOUTH 19°07'15" EAST ALONG THE WEST BANK OF SAID CREEK A DISTANCE OF 143.44 FEET; THENCE SOUTH 33°11'50" EAST ALONG THE WEST BANK OF SAID CREEK A DISTANCE OF 287.78 FEET TO A POINT ON THE WEST BANK OF THE COOSA RIVER; THENCE SOUTHERLY ALONG THE WEST BANK OF SAID COOSA RIVER FOR THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 31°30'30" EAST, 363.96 FEET; SOUTH 35°32'33" EAST, 475.09 FEET; SOUTH 24°58'25" EAST, 465.35 FEET; SOUTH 29°56'42" EAST, 337.54 FEET; SOUTH 16°38'07" EAST, 698.94 FEET; SOUTH 07°58'51" EAST, 405.89 FEET; SOUTH 00°09'48" EAST, 539.08 FEET; SOUTH 11°18'37" EAST, 559.69 FEET; SOUTH 23°32'15" WEST, 813.59 FEET; SOUTH 22°31'30" WEST, 802.31 FEET; SOUTH 11°54'33" WEST, 630.32 FEET; SOUTH 04°36'19" WEST, 482.98 FEET; SOUTH 09°09'29" EAST, 397.34 FEET; SOUTH

20°45'10" EAST, 571.47 FEET; SOUTH 35°57'15" EAST, 1018.32 FEET; SOUTH 40°48'00" EAST, 478.69 FEET; SOUTH 31°24'11" EAST, 515.30 FEET; SOUTH 25°06'51" EAST, 580.45 FEET; SOUTH 20°59'52" EAST, 865.17 FEET; SOUTH 14°27'12" EAST, 565.60 FEET; SOUTH 14°17'16" EAST, 641.26 FEET; SOUTH 26°47'13" EAST, 1135.20 FEET; SOUTH 18°53'31" EAST, 675.37 FEET; SOUTH 01°43'47" EAST, 280.10 FEET; SOUTH 17°15'35" EAST, 387.64 FEET; SOUTH 05°41'45" EAST, 249.70 FEET; SOUTH 01°10'19" WEST, 346.22 FEET; SOUTH 07°28'35" WEST, 340.37 FEET; SOUTH 16°49'10" WEST, 277.42 FEET; SOUTH 38°17'03" WEST, 368.02 FEET; SOUTH 49°21'38" WEST, 363.42 FEET; SOUTH 50°05'28" WEST, 332.96 FEET; SOUTH 56°41'29" WEST, 385.46 FEET; SOUTH 61°36'41" WEST, 367.02 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CENTRAL OF GEORGIA RAILROAD RIGHT-OF-WAY; THENCE NORTH 22°07'08" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 11980.03 FEET TO THE P.C. OF A CONCAVE CURVE LEFT; THENCE, ALONG SAID EAST RAILROAD RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 4991.53 FEET A CHORD BEARING OF NORTH 25°01'51" WEST A CHORD DISTANCE OF 722.06 FEET TO THE P.T. OF SAID CURVE; THENCE ALONG SAID EAST RAILROAD RIGHT-OF-WAY, NORTH 29°10'43" WEST A DISTANCE OF 2599.18 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A SHELBY COUNTY PAVED ROAD; THENCE, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ROAD NORTH 35°56'58" EAST A DISTANCE OF 270.48 FEET TO A FOUND IRON PIN; THENCE NORTH 88°58'54" EAST A DISTANCE OF 248.39 FEET TO A FOUND IRON PIN; THENCE NORTH 84°35'21" EAST A DISTANCE OF 782.78 FEET TO A FOUND IRON PIN, SAID PIN BEING NORTH 00°20'18" WEST OF AND 180.02 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SAID SECTION 31, TOWNSHIP 19 SOUTH, RANGE 3 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 00°24'33" WEST ALONG THE WEST BOUNDARY OF SAID NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SAID SECTION A DISTANCE OF 1104.13 FEET TO FOUND CONCRETE MONUMENT LOCATED ON THE SOUTH BOUNDARY OF A DIRT ROAD; THENCE, ALONG THE SOUTH BOUNDARY OF SAID DIRT ROAD SOUTH 85°31'31" EAST A DISTANCE OF 187.77 FEET; THENCE, ALONG THE SOUTH BOUNDARY OF SAID DIRT ROAD, NORTH 87°58'52" EAST A DISTANCE OF 91.63 FEET; THENCE, ALONG THE SOUTH BOUNDARY OF SAID DIRT ROAD, NORTH 68°26'52" EAST A DISTANCE OF 88.72 FEET; THENCE, ALONG THE SOUTH BOUNDARY OF SAID DIRT ROAD, NORTH 59°58'33" EAST A DISTANCE OF 148.44 FEET TO ITS POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 87°33'19" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SAID SECTION A DISTANCE OF 848.86 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH AND THE SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 3 EAST; THE NORTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH AND THE SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH; THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH; SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH AND THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH AND SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 3 EAST, SHELBY COUNTY, ALABAMA, THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH, SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH, THE SOUTHWEST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH AND THE SOUTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE SOUTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH, THE NORTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH AND THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH AND THE SOUTHWEST ONE-

FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 17,  
TOWNSHIP 20 SOUTH, RANGE 3 EAST; THE NORTHEAST ONE-FOURTH  
OF THE NORTHEAST ONE-FOURTH, THE SOUTHEAST ONE-FOURTH OF  
THE NORTHEAST ONE-FOURTH AND THE NORTHWEST ONE-FOURTH OF  
THE NORTHEAST ONE-FOURTH OF SECTION 18 , TOWNSHIP 20 SOUTH,  
RANGE 3 EAST, SHELBY COUNTY, ALABAMA, SAID PROPERTY  
CONTAINING 1062.25 ACRES MORE OR LESS.

MORT 1297 544  
Recorded In Above Book and Page  
01/26/2009 01:36:45 PM  
Billy Atkinson  
Probate Judge  
Talladega County, AL

No Tax Collected	1.00
Recording Fee	78.50
TOTAL	79.50