

**FOLLOW INSTRUCTIONS**

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4. COLLATERAL: This financing statement covers the following collateral:

**All assets and personal property, whether now owned or hereafter acquired or in which Debtor now or hereafter has an interest, including without limitation all timber, timber to be cut, as-extracted collateral, fixtures, and personal property described on Schedule A attached hereto and made a part hereof, which may relate to the real property more particularly described on Exhibit A attached hereto and made a part hereof.**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

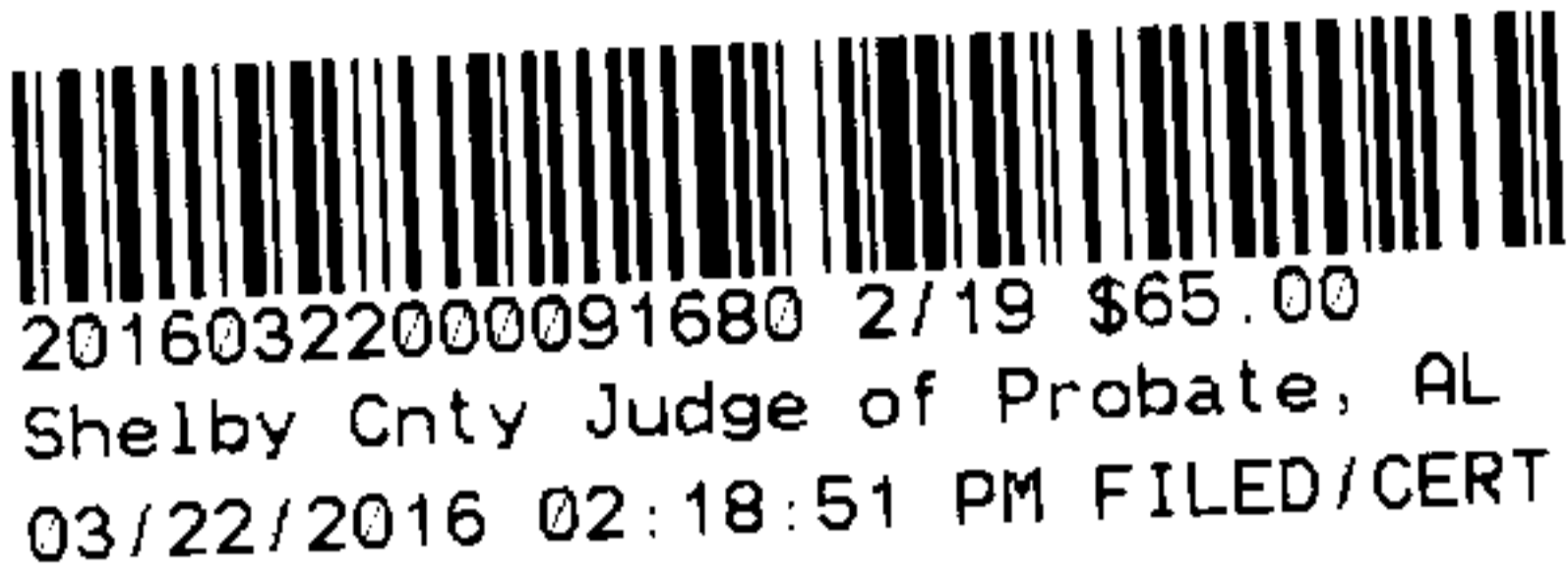
8. OPTIONAL FILER REFERENCE DATA:

**To be recorded in the real estate records for Shelby County, AL**

**Loan #198282 & 198286**

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here [ ]
9a. ORGANIZATION'S NAME
Clairmont Springs LLC
OR
9b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c
10a. ORGANIZATION'S NAME
OR
10b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11. [ ] ADDITIONAL SECURED PARTY'S NAME or [ ] ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)
11a. ORGANIZATION'S NAME
OR
11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)
14. This FINANCING STATEMENT: [X] covers timber to be cut [X] covers as-extracted collateral [X] is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):
16. Description of real estate:
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

## SCHEDULE A

### TO UCC-1 FINANCING STATEMENT

**DEBTOR: CLAIMONT SPRINGS LLC**

**SECURED PARTY: METROPOLITAN LIFE INSURANCE COMPANY**

The types of property and interest covered by this UCC-1 Financing Statement (the "**Financing Statement**") include the following items described in paragraphs (a) through (s) below (each a "**Granting Clause**" and collectively, the "**Granting Clauses**"). Any capitalized terms used in this Schedule A and not defined therein shall have the meaning assigned to them in that certain Loan Agreement between Debtor and Secured Party (the "**Loan Agreement**"):

(a) All right, title and interest in and to the pieces or parcels of land described on Exhibit A attached hereto and incorporated herein by reference, whether held in fee or leasehold (the "**Premises**"), together with all improvements, buildings, structures, fixtures of every description and appurtenances now or hereafter located thereon or therein (the "**Improvements**"); and

(b) All trees and timber of every size, age, species, kind and description, now or hereafter growing, standing or lying on, or to be planted, grown, harvested from, pertaining to or located on, the Premises (whether owned or leased), goods, inventory and proceeds thereof, and including, without limitation all property related to nursery operations or replanting and reforestation, seedlings, nursery stock, trees, growing trees, standing timber, timber lying on the ground, timber cut and timber to be cut, severed timber, stumpage, forest products, lumber, pulpwood, and all products and by-products of any timber operations conducted or to be conducted on the Premises, and all proceeds, accounts, general intangibles and payment intangibles resulting from the sale of such timber, timber to be cut and timber interests (sometimes collectively referred to herein as "**Timber**");

(c) All farm products, crops, biomass and other organic products now or hereafter growing, standing or lying on, or to be grown, harvested from, pertaining to and located on, the Premises, goods, inventory and proceeds thereof, and all products and by-products of any agricultural operations conducted or to be conducted on the Premises, and all right, title and interest of Debtor in and to any credits, claims, rights or benefits arising from or related to the absorption of carbon dioxide by the trees and other organic plants growing on the Premises, carbon sequestration, carbon credits, carbon financial instruments or any other benefit by any other name or description, financial or otherwise related to the control or reduction of greenhouse gases, carbon dioxide or any other form of air or atmospheric quality incentives, whether created or sponsored through legislation of any government, industry arrangements, barter, private market or otherwise, and all proceeds, accounts and general intangibles resulting from the sale of such agricultural products or the sale, issuance, trade, barter or other transactions with any such credits, claims, rights or benefits (sometimes collectively referred to herein as "**Biomass and Credits**");

(d) All coal, oil, gas, hydrocarbons, gravel, sand, dirt, rock, phosphate, clay and other minerals and mineral rights owned by Debtor and located on, in or under the Premises



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and extracted or to be extracted, as extracted collateral and all mineral interests, all rights to use the surface in connection with the mineral rights, mining or drilling rights, and all royalties, proceeds, accounts and general intangibles resulting from the sale of such minerals or mineral interests (sometimes collectively referred to herein as the “**Minerals**”);

(e) All easements, rights-of-way, gores of land, ways, riparian rights and rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, claims, franchises, licenses, profits, rents, royalties, tenements, hereditaments, reversions, remainders and appurtenances of every nature whatsoever, whether appurtenant or in gross, in any way now or hereafter belonging, relating, appertaining to or useful in the operation of all or any part of the Premises, Minerals, Timber, Improvements, Biomass and Credits, Equipment (hereinafter defined), or the harvesting of timber on that certain land on which Debtor owns reserved timber which has been pledged to Secured Party under a certain Security Agreement between Debtor and Secured Party, which land is described on certain UCC-1 Financing Statements referencing such Security Agreement and filed in the real property records, whether legal or equitable (all of the above, collectively referred to herein as, the “**Easements**”, and the Premises, the Improvements, the Minerals, the Easements, the Timber and the Biomass and Credits are hereinafter sometimes collectively referred to as the “**Real Estate**”);

(f) All of Debtor’s rights (but not its obligations except as otherwise expressly agreed in writing by Secured Party) under any and all agreements, leases, subleases, surface leases, licenses, written or oral, and all agreements for any manner of use or occupancy, or exploration, drilling, mining, extraction, storage, transportation, processing and handling of Minerals, and all timber sale agreements, timber cutting agreements, timber deeds, timber purchase agreements or stumpage agreements, timber harvest agreements, log or pulpwood sale agreements and other contracts and agreements pursuant to which Debtor has agreed to sell any standing or severed timber, pulpwood or other timber products from the Real Estate, whether deemed to be an easement, lease, timber deed or profit a prendre, and affecting all or any portion of the Real Estate with respect to which the Debtor is the landlord or sublandlord, it being intended that this Granting Clause shall apply to the interests of Debtor as landowner, lessor, seller, assignor or otherwise in any such agreement, and including, without limitation, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made including subleases thereunder, upon, covering or affecting all or any part of the Real Estate, together with any and all guaranties of the lessee’s, any sublessee’s, or contracting party’s performance thereunder (all such existing or future leases, licenses, subleases, agreements, surface leases, tenancies, timber purchase agreements or stumpage agreements, timber sale agreements, timber cutting agreements, timber deeds, log or pulpwood sale agreements and all other and similar agreements, contracts, instruments or arrangements as heretofore mentioned, and any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate, being hereinafter collectively referred to as the “**Agreements**”) and all right, title and interest of Debtor in and to property of

any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance payments or rentals and deposits or payments of a similar nature under any such agreement or other arrangement and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments);

(g) All permits, special permits, licenses, or approvals affecting the Real Estate now owned or hereafter acquired by Debtor;

(h) The immediate and continuing right to collect and receive all of the rents, income, royalties, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of any timber contracts, leases, licenses, bills of sale or deeds, the Agreements or from or out of the Real Estate, or any part thereof, including but not limited to any and all rights and claims of any kind that the Debtor may have against any such party under the Agreements or against any subtenants, occupants or licensees of the Real Estate, or against the purchaser under any timber deed, timber cutting agreement, timber sale agreement, coal lease, oil or gas lease, mineral lease, or other agreement in any way relating to the Real Estate, (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Estate and all claims as a creditor in connection with any of the foregoing), all such moneys, rents, rights and claims in this paragraph described being hereinafter referred to as the “**Receipts**,” subject, however, to the terms and conditions of the Loan Documents;

(i) All right, title and interest in and to all water and water rights and royalties, thermal energy and other geothermal resources and development rights, arising from or relating to the Real Estate;

(j) All accounts, accounts receivable, general intangibles, payment intangibles, trade names, trademarks, commercial tort claims, letter of credit rights and proceeds, supporting obligations of every kind and nature, documents, contract rights, construction contracts, commercial paper, notes, drafts, acceptances, instruments, chattel paper, bonuses, actions and rights in action arising from or relating to any such property now owned or hereafter acquired by Debtor or the proceeds thereof, but not Debtor’s obligations thereunder, and all funds and deposit accounts and other accounts into which any funds of the Debtor are now or hereafter deposited to be held by or on behalf of Secured Party;

(k) All right, title and interest in and to all building materials, supplies and other property now or hereafter stored at or delivered to the Premises or the Improvements, and all fixtures, fittings, furnishings, apparatus, machinery, appliances, equipment and all other articles of personal property of every nature whatsoever now or hereafter located in or on, or attached to, and used or intended to be used in connection with the Real Estate, or in connection with any operations conducted or intended to be conducted on or with respect to the Real Estate, including without limitation with respect to any activities relating to Timber harvesting or

management (collectively, the “**Equipment**”) (all of the Equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Real Estate);

(l) All right, title and interest in information, data, and files, in whatever form, and all computer software and hardware relating to the Real Estate and appurtenances thereto and owned by Debtor, including, without limitation: (i) all title records and information, appraisals, opinions with respect to value or title, reports, abstracts of title, maps, aerial photographs, mapping systems, land surveys and similar items; (ii) current forest inventory data providing summary level information by stand, species, component and diameter level and planting records showing seed source and stock type; (iii) geographic information system data relating to elevation, public land surveys, stands, property boundaries, roads, historical harvest units and years of harvest, wildlife threatened and endangered species, thinning, fertilization, and watershed data; (iv) Debtor’s road maintenance plan; (v) watershed analysis; and (vi) Debtor’s records relating to the accounting and management functions;

(m) All right, title and interest, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to (1) all streets, roads, railroad rights of way, riparian and littoral rights and public places (whether open or proposed) adjoining or otherwise providing access to the Real Estate, (2) the Real Estate lying in the bed of such streets, roads, railroad rights of way and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of Real Estate adjoining or used or intended to be used in connection with all or any part of the Equipment, Real Estate or appurtenances thereto;

(n) All right, title and interest of Debtor (but not its obligations except as otherwise expressly agreed in writing by Secured Party), whether now owned or hereafter acquired, in and to: (1) each and every policy of insurance now or hereafter in effect which insures the Real Estate, or any part thereof, (2) any and all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and interest thereon, now or hereafter made or payable in connection with any casualty or other damage to all or any part of the inventory or goods owned by Debtor and set forth herein, the Equipment, the Real Estate or appurtenances thereto, or in connection with any condemnation proceedings affecting any such property or any taking under power of eminent domain (or any conveyance in lieu of or under threat of any such taking) of any such property or any rights thereto or any interest therein, including, without limitation, any and all compensation for change of grade of streets or any other injury to or decrease in the value of such property, (3) all inventory and any and all proceeds of any sales, assignments or other dispositions of any such property or any rights thereto or any interest therein (inventory shall mean and include, without limitation, all goods now owned or hereafter acquired and owned from time to time by Debtor which are held for sale or lease or are to be furnished under contracts of service and all goods, materials, raw materials, work in process, finished goods or materials used or consumed in the business of Debtor), (4) any and all proceeds of any other conversion (whether voluntary or involuntary) of any such property into cash or any liquidated claim, (5) any and all refunds or rebates of or with respect to any insurance premiums and real estate taxes, impositions or levies, and tax credits or benefits or deposits relating thereto, with respect to such property, (6) all contractual and other indemnities, assurances, guaranties and similar agreements, and all rights, benefits and privileges of Debtor in

and to any and all contracts relating to operation, maintenance, management or security of any such property, and (7) all investment property, relating to such property, whether now owned or hereafter acquired, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts;

(o) All right, title and interest of Debtor (whether as seller, purchaser or otherwise), but not its obligations, in and to any and all agreements in the nature of options or for the sale or any other transfer of all or any part of the property described in these Granting Clauses, together with any and all down payments, earnest money deposits and other sums paid or payable or deposited in connection therewith, and all rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to said property or any part thereof;

(p) All rights, hereditaments and appurtenances pertaining to the foregoing; and all other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Equipment or the Real Estate described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property;

(q) And including all property and rights of the type and nature set forth above hereafter acquired by Debtor, and any and all further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto;

(r) All other property of any type or kind whatsoever which is owned by Debtor or granted or pledged as collateral for the Secured Obligations under the Loan Agreement or in any other Loan Documents now or hereafter signed by Debtor in favor of Secured Party, it being the intention of Debtor to grant Secured Party a security interest in all of its assets; and

(s) All proceeds, products, extensions, additions, improvements, betterments, renewals, reversions, substitutions, replacements, accessions, accretions and relictions of and to all or any part of the Real Estate or Equipment and the other property referenced in the foregoing Granting Clauses or encumbered by the Loan Documents, including, without limitation, all proceeds arising from the sale or other disposition thereof.

All of the property described in the foregoing Granting Clauses shall collectively be referred to as the "**Collateral**".

For the avoidance of doubt it is expressly understood and agreed that any of the foregoing terms included in the description of Collateral shall refer to any definitions thereof in the applicable Uniform Commercial Code, as the same may be revised from time to time, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtor of every kind and description.

**Exhibit A**

See attached.



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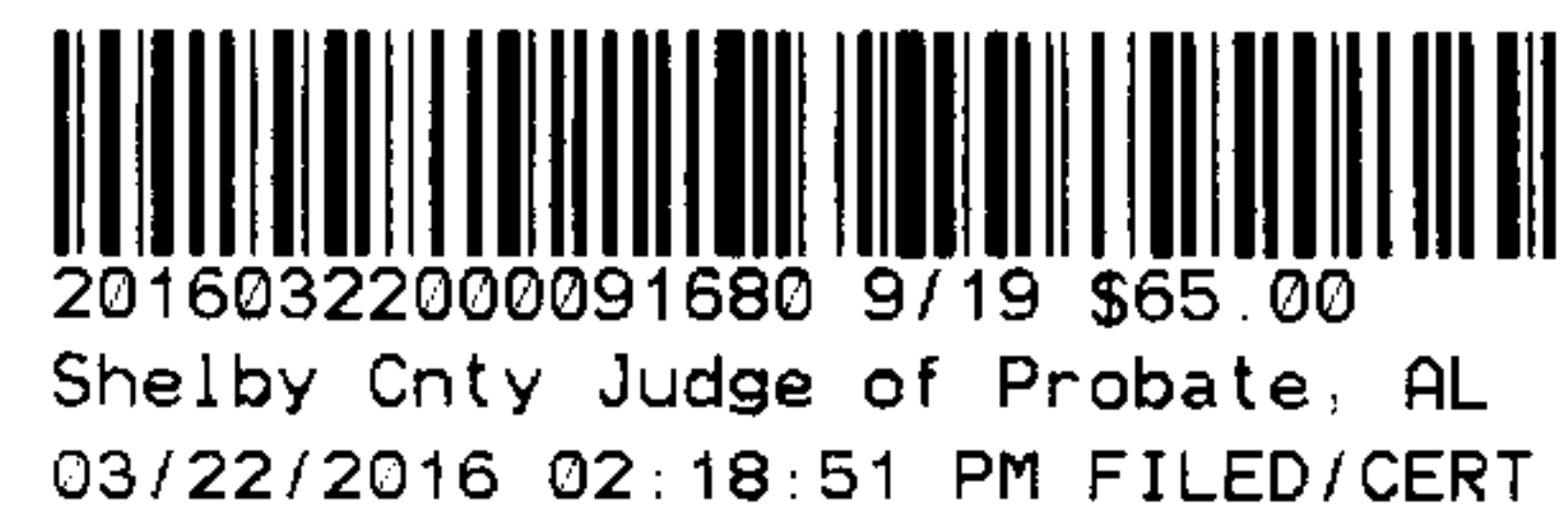
# EXHIBIT A

**The following described property situated in Shelby County, Alabama:**

**Township 18 South, Range 2 East**

Southeast 1/4	21	18 South	2 East
South 1/2 of the Northeast 1/4	21	18 South	2 East
Southeast 1/4 of the Southwest 1/4	21	18 South	2 East
South 1/2 of the Southwest 1/4	22	18 South	2 East
Northwest 1/4	22	18 South	2 East
North 1/2 of the Northeast 1/4	22	18 South	2 East
Southwest 1/4 of the Northeast 1/4	22	18 South	2 East
Northwest diagonal 1/2 of the Southeast 1/4 of the Northeast 1/4	22	18 South	2 East
North 1/2 of the Southwest 1/4	22	18 South	2 East
Northwest 1/4 of the Southeast 1/4	22	18 South	2 East

That part of the Northwest 1/4 of the Northwest 1/4 of Section 23, described as follows: Beginning at the northeast corner of the NW 1/4 of the NW 1/4, Section 23; thence south along the forty line 15 chains (990 feet); thence South 81 deg. West 3.96 chains (261.36 feet); thence North 41 deg. West 9.39 chains (619.74 feet) to the top of the mountain; thence along the top of the mountain South 52 deg. West 5.50 chains (363 feet); thence South 50 deg. West 5.70 chains (376.2 feet); thence South 44 deg. West 1.50 chains (99 feet) to the west boundary line of said forty; thence north along said west boundary line 17.0 chains (1,122 feet) to the northwest corner of said forty; thence east along the north boundary 20.00 chains (1,320 feet) to the point of beginning.



<p>A part of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, described as follows: Beginning at the NW corner of the NE 1/4 of the NW 1/4 of Section 23, thence North 89 deg. East 7.90 chains (521.4 feet) to a corner; thence South 8.20 chains (541.20 feet) to the top of the mountain; thence along the top of the mountain South 37 deg. West for 4.00 chains (264 feet); thence South 53 deg. West for 3.89 chains (256.74 feet); thence South 59 deg. West for 2.10 chains (138.6 feet) to the west line of said forty; thence North along forty line 15</p>	<p>23</p>	<p>18 South</p>	<p>2 East</p>
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chains (990 feet) to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:  
 From an axle at the N.W. corner of Section 23, Township 18 South, Range 2 East, run thence East along the North boundary of said Section 23 for a distance of 1329.90 feet to a 3/4 inch pipe at the N.W. corner of the NE 1/4 of NW 1/4 of said Section 23; thence continue along said course a distance of 122.68 feet to a 1/2 inch pipe on the Easterly boundary of Shelby County Road #57 (80 foot R.O.W.), being the point of beginning of herein described parcel of land; thence continue along said course for a distance 144.57 feet to a 1/2 inch rebar that is 3722.45 feet West of the N.E. corner of said Section 23; thence turn 91 deg. 24 min. 46 sec. right and run 324.09 feet along a white painted line to a 1/2 inch rebar; thence turn 00 deg. 20 min. 57 sec. right and run 225.83 feet along a white painted line to a 1/2 inch rebar; thence turn 32 deg. 57 min. 17 sec. right and run 106.33 feet along a white painted line to a 1/2 inch rebar; thence turn 17 deg. 22 min. 42 sec. right and run 394.78 feet along a white painted line to a 1/2 inch rebar; thence turn 11 deg. 20 min. 14 sec. right and run 140.25 feet along a white painted line to a 1/2 inch crimped pipe; thence turn 18 deg. 30 min. 54 sec. right and run 180.83 feet along a white painted line to a 1/2 inch rebar on the Easterly boundary of aforementioned Shelby County Road #57, said point being on a curve concave right, having a delta angle of 15 deg. 06 min. 30 sec. and tangents of 94.70 feet; thence turn 125 deg. 26 min. 06 sec. right and run a chord distance of 173.43 feet to a 1/2 inch rebar at the P.T.; thence turn 06 deg. 58 min. 30 sec. right and run 525.82 feet along said road boundary to a 1/2 inch rebar at the P.C. of a curve concave left, having a delta angle of 17 deg. 51 min. 43 sec. and tangents of 181.29 feet; thence turn 08 deg. 55 min. 51 sec. left and run a chord distance of 358.18 feet to a 1/2 inch rebar at the P.T.; thence turn 08 deg. 55 min. 52 sec. left and run 58.55 feet along said road boundary to the point of beginning of herein described parcel of land, containing 6.35 acres, situated in the N 1/2 of NW 1/4 of Section 23, Township 18 South, Range 2 East, Shelby County, Alabama.  
 Being the same property described in deed from Cahaba Forests, LLC to J. Thomas Williams, Jr. dated May 17, 2004, and recorded as Inst. #20041011000559480, in the Probate Office of Shelby County, Alabama.

West 1/2 of the Northwest 1/4	27	18 South	2 East
Thirteen acres off of the West side of the Northeast 1/4 of the Northwest 1/4 of Section 27	27	18 South	2 East
Northeast 1/4 of the Northeast 1/4	28	18 South	2 East
All of the Southeast 1/4 of the Northeast 1/4 Section 28, EXCEPT a tract containing 3 acres, being 210 yards (630 feet) long East and West and 70 yards (210 feet) wide North and South and lying in the Southwest corner of said Southeast 1/4 of Northeast 1/4 of said Section 28.	28	18 South	2 East
West 1/2 of the Northeast 1/4	28	18 South	2 East
Northeast 1/4 of the Northwest 1/4	28	18 South	2 East

**Township 21 South, Range 3 West**

North 1/2	31	21 South	3 West
Northwest 1/4 of the Southeast 1/4	31	21 South	3 West

Southwest 1/4	31	21 South	3 West
Northeast 1/4 of the Northwest 1/4	32	21 South	3 West
Northwest 1/4 of the Northwest 1/4	32	21 South	3 West

LESS AND EXCEPT THE FOLLOWING DESCRIBED  
FOUR (4) PARCELS FROM TOWNSHIP 21 SOUTH,  
RANGE 3 WEST:

i.) A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19 and the North 1/2 of the Northeast 1/4 of Section 30, all in Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the northeast corner of Section 30, Township 21 South, Range 3 West and run west along the north boundary line of Section 30 for a distance of 939.3 feet to a point on the west boundary line of a county gravel road, said point being the point of beginning; thence turn an angle to the left of 105 deg. 41 min. and run South 16 deg. 45 min. East along the west line of said gravel road for a distance of 136.78 feet to an iron pin; thence turn an angle of 90 deg. 00 min. right and run in a southwesterly direction for a distance of 450 feet to a point; thence turn an angle to the right of 90 deg. 00 min. and run in a northwesterly direction for a distance of 300.6 feet to a point; thence turn an angle to the right of 66 deg. 48 min. and run in a northeasterly direction for a distance of 380.8 feet to a point; thence turn an angle to the right of 23 deg. 33 min. and run for a distance of 100.0 feet to an iron pin on the west boundary line of said county gravel road; thence turn an angle to the right of 89 deg. 39 min. and run South 16 deg. 45 min. East along the west boundary line of said county gravel road for a distance of 313.22 feet to the point of beginning.

ii.) Start at a point 140 feet north along the east boundary from the southeast corner of the Southwest 1/4 of the Southwest 1/4, Section 29, Township 21 South, Range 3 West, known as the point of beginning; thence from the said point of beginning continue along the following metes and bounds:

North 82 deg. 00 min. West for 980 feet;  
North 49 deg. 05 min. West for 1,720 feet;  
North 27 deg. 25 min. West for 2,215 feet;  
North 4 deg. 15 min. West for 405 feet;  
North 33 deg. 10 min. West for 430 feet;  
North 4 deg. 35 min. East for 405 feet;  
North 66 deg. 20 min. West for 180 feet;  
North 1 deg. 10 min. East for 498 feet;  
North 25 deg. 15 min. East for 775 feet;  
North 51 deg. 35 min. East for 542 feet;  
North 78 deg. 05 min. East for 364 feet;



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North 25 deg. 55 min. East for 483 feet;  
 North 48 deg. 15 min. East for 703 feet;  
 South 2 deg. 45 min. East for 435 feet;  
 South 48 deg. 15 min. West for 360 feet;  
 South 25 deg. 55 min. West for 585 feet;  
 South 78 deg. 05 min. West for 460 feet;  
 South 51 deg. 35 min. West for 375 feet;  
 South 25 deg. 15 min. West for 620 feet;  
 South 1 deg. 10 min. West for 200 feet;  
 South 66 deg. 20 min. East for 195 feet;  
 South 4 deg. 35 min. West for 530 feet;  
 South 33 deg. 10 min. East for 403 feet;  
 South 4 deg. 15 min. East for 445 feet;  
 South 27 deg. 25 min. East for 2,075 feet;  
 South 49 deg. 05 min. East for 1,540 feet;  
 South 82 deg. 00 min. East for 820 feet;  
 South 3 deg. 35 min. East for 345 feet

back to the point of beginning.

iii.) Start at the southwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 3 West and proceed on a bearing of North 5 deg. 49 min. East for a distance of 1318.30 feet to the point of beginning; thence westerly 660 feet; thence northerly 660 feet; thence easterly 660 feet; thence southerly 660 feet to the point of beginning, situated in Shelby County, Alabama.

iv.) To reach the point of beginning of the real estate herein less and excepted, start at the southwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 3 West; thence proceed North 7 deg. 13 min. 42 sec. West a distance of 587.50 feet to the point of beginning; from such point of beginning, proceed North 70 deg. 43 min. West a distance of 236 feet; thence proceed South 19 deg. 17 min. West a distance of 236 feet; thence proceed South 70 deg. 43 min. East for a distance of 236 feet; thence proceed North 19 deg. 17 min. East for a distance of 236 feet to the point of ending of excepted parcel.

ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land located in the N 1/2 of Section 31 and the N 1/2 of the NW 1/4 of Section 32, all being in Township 21 South, Range 3 West, Shelby County, Alabama, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Northwest corner of Section 36, Township 21 South, Range 4 West; thence run South along the West boundary line of said Section 36 a distance of 1,138.0 feet to a point, such point being the point of beginning of the second strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations

  
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thereof which begins at such point of beginning and turns a deflection angle to the left of 86 deg. 04 min. 00 sec. and runs South 84 deg. 39 min. 15 sec. East a distance of 1,326.22 feet to a point; thence center line turns a deflection angle to the left of 04 deg. 00 min. and run South 88 deg. 39 min. 15 sec. East a distance of 1,545.46 feet to a point; thence center line turns a deflection angle to the right of 06 deg. 40 min. 00 sec. and run South 81 deg. 59 min. 15 sec. East a distance of 1,869.58 feet to a point; thence center line turns a deflection angle to the left of 10 deg. 51 min. 00 sec. and runs North 87 deg. 09 min. 45 sec. East a distance of 7,161 feet, more or less, to a point, such being the point of ending of the strip of land herein described.

**Township 22 South, Range 3 West**

Southwest 1/4 of the Northeast 1/4	6	22 South	3 West
West 1/2 of the Northwest 1/4	6	22 South	3 West
West 1/2 of the East 1/2 of the Southeast 1/4	6	22 South	3 West
West 1/2 of the Southeast 1/4	6	22 South	3 West
Southwest 1/4	6	22 South	3 West

**Township 21 South, Range 4 West**

Southeast diagonal 1/2 of the South 1/2 of the Northeast 1/4	35	21 South	4 West
Southeast 1/4	35	21 South	4 West
Southeast diagonal 1/2 of the Southwest 1/4	35	21 South	4 West
Northeast 1/4	36	21 South	4 West
Northwest 1/4 of the Northwest 1/4	36	21 South	4 West
South 1/2 of the Northwest 1/4	36	21 South	4 West
South 1/2 , EXCEPT 4 acres in the Northeast corner of the Southeast 1/4 of the Southeast 1/4	36	21 South	4 West

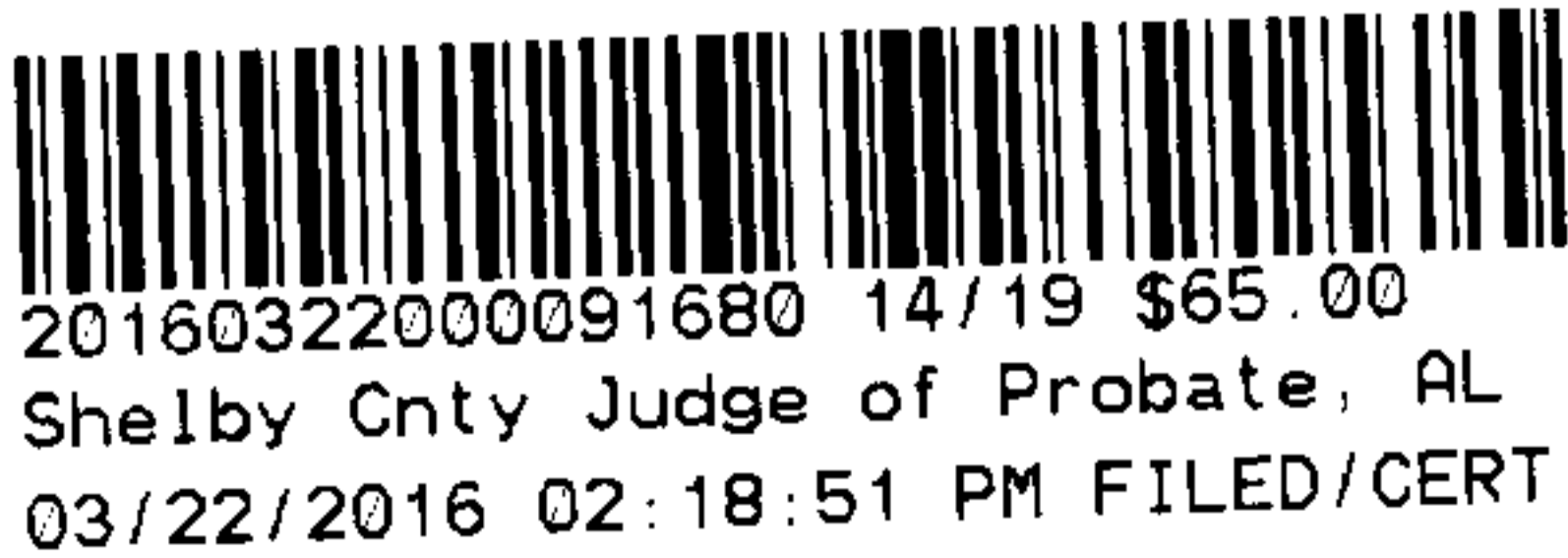
ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land one hundred (100) feet in width which lies within the N 1/2 of Section 19 and the N 1/2 of Section 36, all being in Township 21 South, Range 4 West, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence

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at the Southwest corner of Section 18, Township 21 South, Range 4 West; thence run North along the west boundary line of said Section 18 a distance of 214.6 feet to a point; thence turn a deflection angle to the right of 102 deg. 28 min. and run South 67 deg. 39 min. 00 sec. East a distance of 713 feet, more or less, to a point, such point being the point of beginning of the strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and continues South 67 deg. 39 min. 00 sec. East a distance of 733.0 feet to a point; thence center line turns a deflection angle to the left of 01 deg. 30 min. and runs South 69 deg. 09 min. 00 sec. East a distance of 2,891 feet, more or less, to a point, such point being the center line of the Cahaba River; such point also being the point of ending of the strip of land herein described.

**Township 22 South, Range 4 West**

Northeast 1/4 of the Southwest 1/4	1	22 South	4 West
Thirty-two acres in the Southeast 1/4 of the Northwest 1/4 lying east of Brady Kitchens Road and south of the Boothton-Dogwood Road	1	22 South	4 West
Northeast 1/4	1	22 South	4 West
North 1/2 of the Northwest 1/4 LESS AND EXCEPT the following two parcels of land: i.) Begin at the southwest corner of the NE 1/4 of the NW 1/4 of Section 1, thence east for a distance of 7.00 chains (462 feet) to the point of beginning; thence North 15 deg. East for 5.50 chains (363 feet); thence North 8 deg. East for 6.80 chains (448.8 feet); thence North 89 deg. East 1.84 chains (121.44 feet); thence North 65 deg. East for 4.00 chains (264 feet); thence South 13 deg. East for 1.70 chains (112.2 feet); thence South 20 deg. East for 3.75 chains (247.5 feet); thence South 31 deg. West for 4.60 chains (303.6 feet); thence South 30 deg. East for 4.00 chains (264 feet) to the south line of the NE 1/4 of the NW 1/4; thence West along said forty line 10.14 chains (669.24) to the point of beginning of excepted parcel. ii.) Begin at the point of beginning of the above described parcel i; thence East for 10.14 chains (669.24 feet); thence South 82 deg. West for 10.50 chains (693 feet); thence North 4 deg. East 2.24 chains (147.84 feet) to the point of beginning of excepted parcel, situated in the SE 1/4 of the NW 1/4 of said Section 1, Township 22 South, Range 4 West	1	22 South	4 West



LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), described as follows: Begin at the Southwest corner of said quarter-quarter, the point of beginning, and run East along the South boundary line of said quarter-quarter for 482.13 feet; thence turn an angle to the left of 77 degrees 47 minutes 43 seconds and run Northeast for 341.78 feet; thence turn an angle to the left of 01 degree 18 minutes 52 seconds and run Northeast for 448.80 feet; thence turn an angle to the left of 124 degrees 26 minutes 48 seconds and run Southwest for 686.79 feet to a point on the West line of said quarter-quarter; thence turn an angle to the left of 65 degrees 20 minutes 30 seconds and run South along the West boundary line of said quarter-quarter for 500.39 feet to the point of beginning, containing 7.9131 acres.

Being that property described in deed from Cahaba Forests, LLC to Macedonia South Baptist Church dated October 29, 2002, and recorded as Inst. #20021115000570660, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

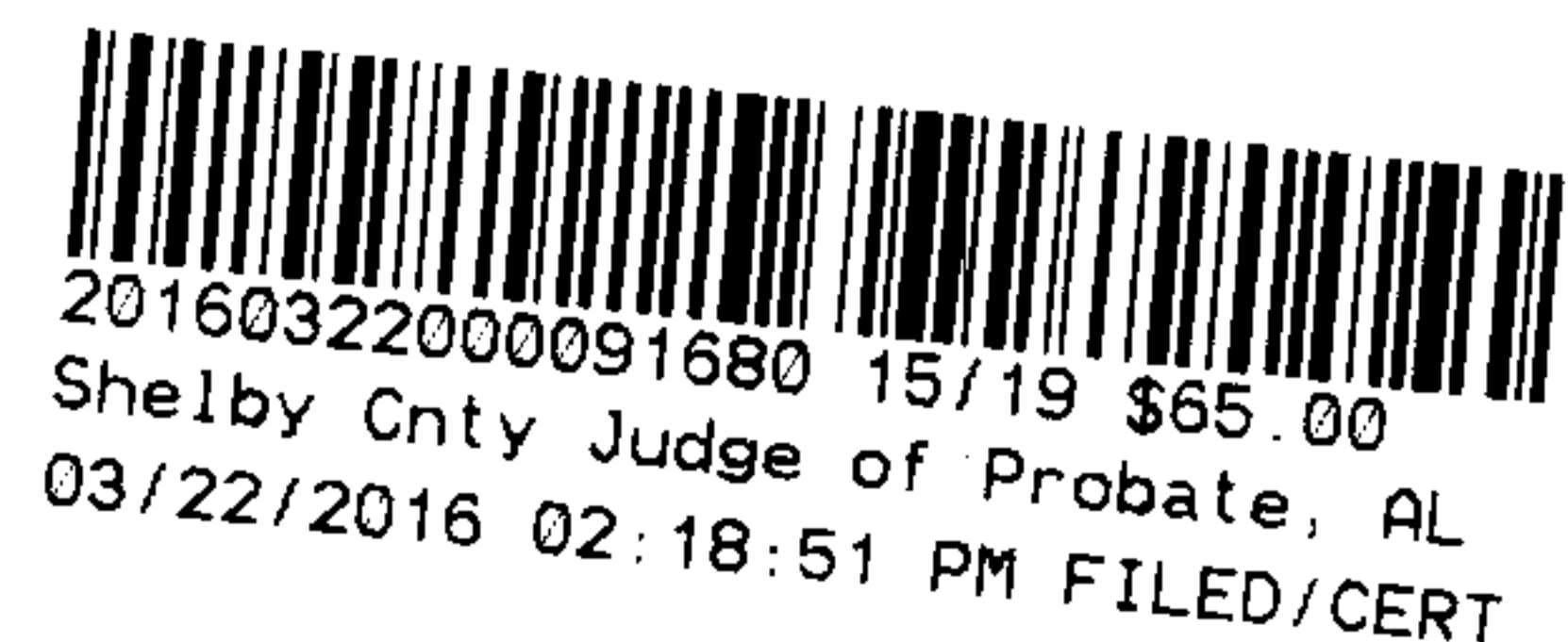
Commence at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 1, Township 22 South, Range 4 West; thence run East along the South line of the Northeast 1/4 of the Northwest 1/4 for 482.13 feet to the point of beginning; thence turn an angle to the left of 77 deg. 47 min. 43 sec. and run Northeast for 341.78 feet; thence turn an angle to the left of 01 deg. 18 min. 52 sec. and run Northeast for 448.80 feet; thence turn an angle to the right of 81 deg. 00 min. 00 sec. and run East for 121.44 feet; thence turn an angle to the left of 24 deg. 00 min. 00 sec. and run Northeast for 264.00 feet; thence turn an angle to the right of 102 deg. 00 min. 00 sec. and run Southeast for 112.20 feet; thence turn an angle to the left of 07 deg. 18 min. 27 sec. and run Southeast for 313.94 feet; thence turn an angle to the right of 37 deg. 14 min. 54 sec. and run Southwest for 303.60 feet; thence turn an angle to the left of 65 deg. 42 min. 51 sec. and run Southeast for 177.47 feet to a point on the North R/W of Shelby County Highway 22; thence turn an angle to the right of 116 deg. 27 min. 48 sec. and run Southwest along the North R/W for 310.97 feet to the point of commencement of a curve to the right having a central angle of 11 deg. 47 min. 38 sec. and a radius of 1855.94 feet; thence run along the arc of said curve along the North R/W for 382.03 feet; thence turn an angle to the right from the tangent if extended to said curve of 98 deg. 49 min. 51 sec. and run North for 141.60 feet to the point of beginning. Contains 10.2627 acres.

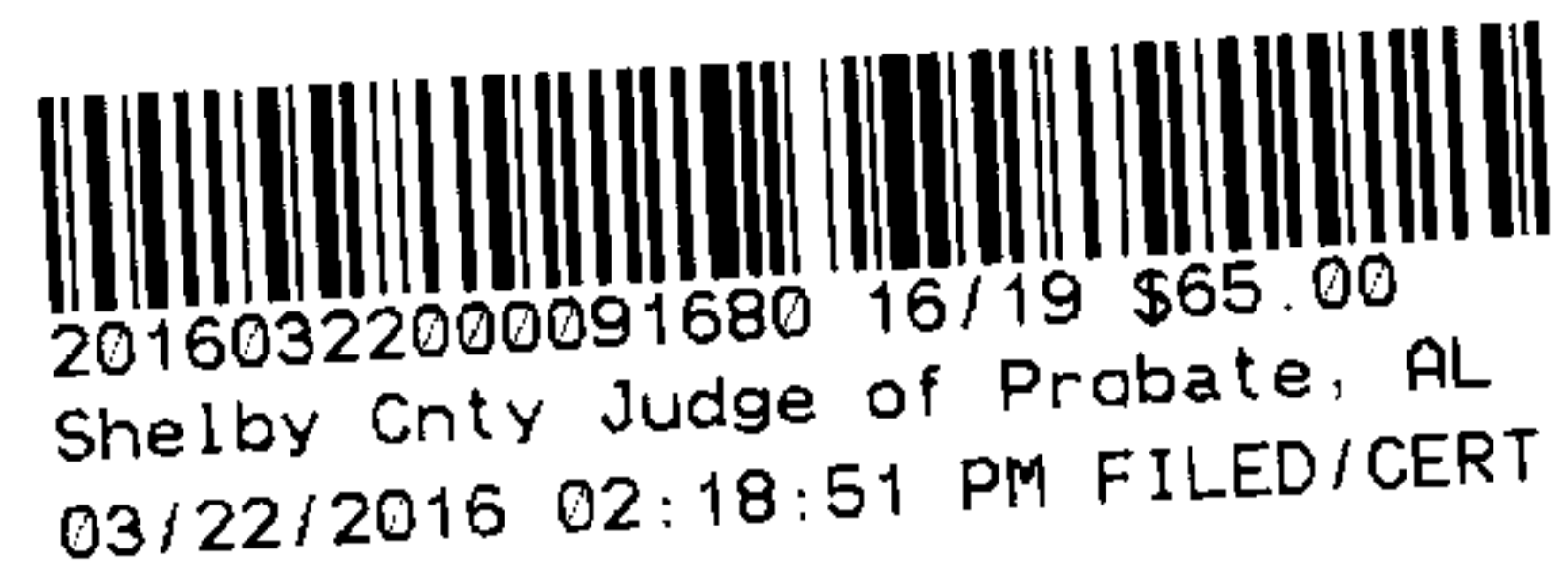
Being that property described in Quitclaim Deed from Cahaba Forests, LLC to Macedonia South Baptist Church dated October 29, 2002, and recorded as Inst. #20021115000570670, in the Probate Office of Shelby County, Alabama.

Southeast 1/4	1	22 South	4 West
South 1/2 of the Southwest 1/4, lying East of Highway No. 10	1	22 South	4 West
Northeast 1/4 of the Northeast 1/4	2	22 South	4 West
Northwest 1/4 of the Southeast 1/4	2	22 South	4 West

LESS AND EXCEPT the following described parcel of land:

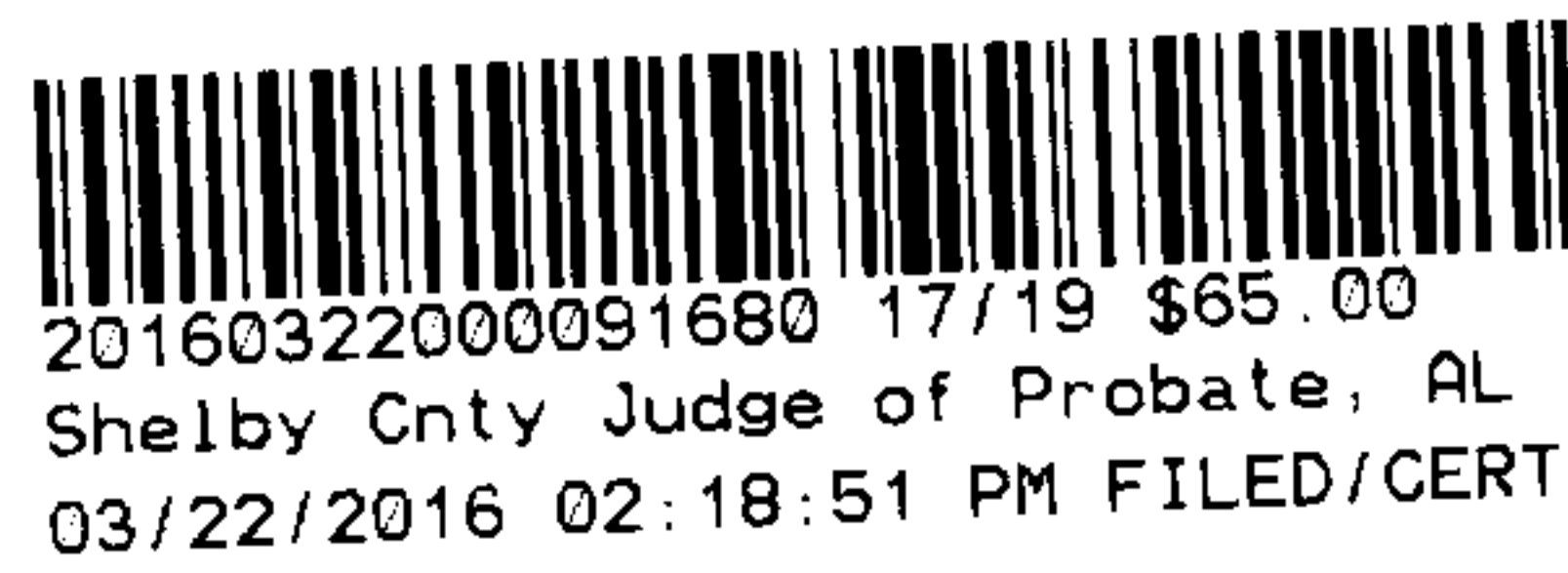
Beginning at the northeast corner of the NW 1/4 of the SE 1/4 of Section 2, Township 22 South, Range 4 West; thence due South along the east boundary of said 1/4-1/4 a distance of 100.00 feet; thence South 89 deg. 35 min. West a distance of 100.00 feet; thence due North a distance of 100.00 feet to the north boundary of said 1/4-1/4;





thence North 89 deg. 35 min. East a distance of 100.00 feet to the point of beginning.

South 1/2 of the Southeast 1/4	2	22 South	4 West
Northeast 1/4 of the Southwest 1/4	2	22 South	4 West
South 1/2 of the Southwest 1/4	2	22 South	4 West
<p>LESS AND EXCEPT the following described parcel of land: Commence at the northwest corner of the SW 1/4 of the SW 1/4 of Section 1, being the point of beginning; thence east a distance of 52 feet; thence South 14 West a distance of 248 feet; thence west a distance of 175 feet; thence North 14 East a distance of 248 feet; thence East a distance of 123 feet to the point of beginning.</p>			
Southeast 1/4 of the Southeast 1/4	3	22 South	4 West
<p>LESS AND EXCEPT the following two parcels of land described as follows: a) Begin at the northwest corner of the SE 1/4 of the SE 1/4 of said section for the point of beginning of excepted parcel and run due South 350 feet; thence North 51 1/2 deg. East for 608 feet; thence due West 497 feet back to the point of beginning of the excepted parcel; b) Begin at the northeast corner of the SE 1/4 of the SE 1/4 of said section for the point of beginning of excepted parcel and run due South 160 feet; thence North 71 deg. 48 min. West for 512 feet; thence due East 486 feet back to the point of beginning of the excepted parcel.</p>			
East 1/2 of the Northeast 1/4	10	22 South	4 West
Northeast 1/4 of the Southwest 1/4	10	22 South	4 West
Northwest 1/4 of the Northwest 1/4	10	22 South	4 West
Southwest 1/4 of the Southwest 1/4	10	22 South	4 West
Southeast 1/4	10	22 South	4 West
West 1/2 of the Southwest 1/4	11	22 South	4 West
South 1/2 of the Southwest 1/4 of the Southeast 1/4	11	22 South	4 West
Southwest 1/4 of the Northwest 1/4	11	22 South	4 West
Southeast 1/4 of the Southeast 1/4	11	22 South	4 West
Northwest 1/4 of the Northeast 1/4	11	22 South	4 West



South 1/2 of the Northeast 1/4 11 22 South 4 West

Less and except the following:

That part of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) described as follows: Begin at a 3 inch pipe at the Northeast corner of the SE 1/4 of NE 1/4 and run South along the East line of said Section a distance of 466.70 feet to a 1/2 inch rebar, set; thence run South 89 deg. 35 min. 44 sec. West for a distance of 466.70 feet to a 1/2 inch rebar, set; thence run North 00 deg. 00 min. 00 sec. West for a distance of 466.70 feet to a 1/2 inch rebar, set on the North line of the SE 1/4 of NE 1/4; thence run North 89 deg. 35 min. 44 sec. East for a distance of 466.70 feet to the point of beginning.

Being that property described in deed from Cahaba Forests, LLC to Sandra B. Stephens dated July 22, 2008, and recorded as Inst. #20080827000344460, recorded in the Probate Office of Shelby County, Alabama.

North 1/2 of the Northwest 1/4	11	22 South	4 West
Southeast 1/4 of the Northwest 1/4	11	22 South	4 West
North 1/2 of the Southeast 1/4	11	22 South	4 West
North 1/2 of the Southwest 1/4 of the Southeast 1/4	11	22 South	4 West
East 1/2 of the Southwest 1/4	11	22 South	4 West
West 1/2 of the Southwest 1/4	14	22 South	4 West
East 1/2 of the Southwest 1/4	14	22 South	4 West
Southeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northwest 1/4	14	22 South	4 West
East 1/2 of the Northeast 1/4	15	22 South	4 West
South 1/2 of the South 1/2	15	22 South	4 West
West 1/2 of the Northwest 1/4	15	22 South	4 West
Southeast 1/4 of the Northwest 1/4	15	22 South	4 West
West 1/2 of the Northeast 1/4	15	22 South	4 West
North 1/2 of the South 1/2	15	22 South	4 West
East 1/2	22	22 South	4 West
North 1/2 of the Northwest 1/4	22	22 South	4 West

Southeast 1/4 of the Northwest 1/4	22	22 South	4 West
East 1/2 of the Southwest 1/4	22	22 South	4 West
West 1/2 of the Northeast 1/4	23	22 South	4 West
Northwest 1/4	23	22 South	4 West
West 1/2 of the Southeast 1/4	23	22 South	4 West
Southwest 1/4	23	22 South	4 West
East 1/2 of the East 1/2	23	22 South	4 West

**Township 21 South, Range 4 West**

Southeast 1/4	3	21 South	4 West
East 1/2 of the Southwest 1/4	3	21 South	4 West
Southwest 1/4 of the Southwest 1/4	3	21 South	4 West
Northwest 1/4 of the Southwest 1/4	3	21 South	4 West

**Together with the beneficial easements situated in Shelby County, Alabama, as follows:**

1. Beneficial easements as described in that certain Reciprocal Forestry Road Easement by and between Great Eastern Timber Company LLC and Cahaba Forests, LLC dated November 22, 2004, and recorded in Inst. #20041208000672220, in the Probate Office of Shelby County, Alabama.

**Benefitted parcels:**

**Map Label COMPT 6132**

West 1/2 of the Southwest 1/4	14	22 South	4 West
East 1/2 of the Southwest 1/4	14	22 South	4 West
Southeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northwest 1/4	14	22 South	4 West

**Map Label COMPT AS6135**

East 1/2	22	22 South	4 West
North 1/2 of the Northwest 1/4	22	22 South	4 West
Southeast 1/4 of the Northwest 1/4	22	22 South	4 West
East 1/2 of the Southwest 1/4	22	22 South	4 West

**Map Label COMPT AS6133**

West 1/2 of the Northeast 1/4	23	22 South	4 West
Northwest 1/4	23	22 South	4 West
West 1/2 of the Southeast 1/4	23	22 South	4 West
Southwest 1/4	23	22 South	4 West
East 1/2 of the East 1/2	23	22 South	4 West

**Map Label COMPT AS6097**

Northeast 1/4 of the Northwest 1/4	7	24 North	12 East
West 1/2 of the Northwest 1/4	7	24 North	12 East
Southeast 1/4 of the Northwest 1/4	7	24 North	12 East
That portion of the Northwest 1/4 of the Southwest 1/4 located North of Shoal Creek	7	24 North	12 East