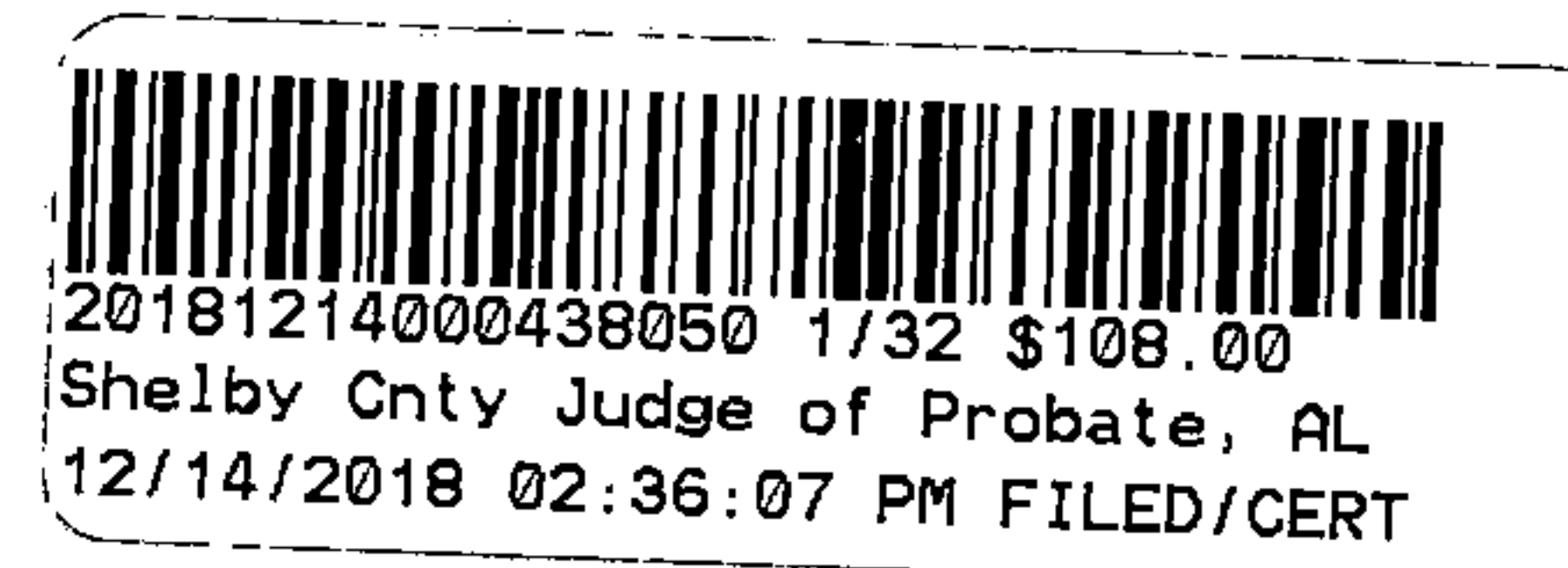


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**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING, RETURN
TO:
Heritage Preservation Trust, Inc
PO Box 550
Edgefield, SC 29824**

STATE OF ALABAMA
COUNTY OF SHELBY

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (herein referred to as this "Conservation Easement") is made this 1TH day of December, 2018, by and between Sunrise Valley, LLC, an Alabama limited liability company having an address at 912 Edenton Street, Birmingham, Alabama 35242 ("Grantor"), to and for the benefit of HERITAGE PRESERVATION TRUST, INC., South Carolina nonprofit corporation, P.O. Box 550, Edgefield, South Carolina 29824 ("Grantee").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Shelby County, Alabama, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, **100.00 acres more or less** (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant open space, forested, agricultural, watershed, wildlife, and habitat features described below; and

WHEREAS, preservation of the Property shall serve the following conservation purposes and values (the "Conservation Values"):

Concise Summary of Conservation Values

1. Preservation of the Property provides for the protection of a significantly relatively natural habitat of fish, wildlife, plants or similar ecosystems within the meaning of § 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986, as amended (the “Code” or the “IRC”).

The Property contains 21% relatively natural dry hardwood forest, listed in the Alabama Comprehensive Wildlife Conservation Strategy (ACWCS) and State Wildlife Action Plan as a high priority habitat. The property’s high priority habitats will be protected as natural areas that will not be converted to agriculture or impervious surface.

2. Preservation of the Property as a viewshed and open space for the scenic enjoyment of the general public, which will yield a significant public benefit within the meaning of § 170(h)(4)(A)(iii)(I) of the Code.

Ranch Road traverses the eastern boundary of the Property for 0.2 miles and is visible by the general public.

3. Preservation of the Property as open space (including farmland and forest land) where such preservation is for the scenic enjoyment to the general public and will yield a significant public benefit and where such preservation is pursuant to a clearly delineated Federal, State or local government conservation policy which provides significant public benefit within the meaning of § 170(h)(4)(A)(iii)(II) of the Code and this Easement will benefit the public by preserving valuable farm and forest resources in the State of Alabama.

i. Protection of Prime Agricultural Soils from Development

The Property has 88 acres (88%) of Prime Farmland Soils and Soils of Statewide Importance, as defined by the U.S. Department of Agriculture and Natural Resource Conservation Services soil maps and classifications. Protection of these soils provides the public with the benefits of food and fiber produced from rich and productive soils and prevents the conversion of such soils to non-compatible uses that would require the exploitation of other, potentially less-productive, soils elsewhere. The Property is also within an American Farmland Trust area of high quality farmland identified as under high development threat.

ii. Water Quality Protection

The Property is in the larger Coosa River basin and drains into both the Lower and Middle Coosa River watersheds. The Coosa Watershed is the largest and most biologically diverse sub-watershed of the Mobile River basin in terms of overall number of fishes, mussels and aquatic snails. The Coosa River is listed as an impaired stream for not meeting its designated use of fishing due to high levels of PCBs and mercury. The Property's hardwood forested areas will not be converted to agriculture or developed and the pastures will be permanently vegetated and not converted to impervious surface which will help water quality for the Middle and Lower Coosa River sub-basins.

WHEREAS, this Conservation Easement constitutes a "qualified real property interest" as established in § 170(h)(2)(C) of the Code; and

WHEREAS, said Conservation Values are of great importance to Grantor, the people of Shelby County, the people of the State of Alabama, and the public in general, and are worthy of preservation; and

WHEREAS, protection of the Property by conservation easement is legally enabled by the Alabama Conservation Easement Law, ALA. CODE §§ 35-18-1, et seq.; and

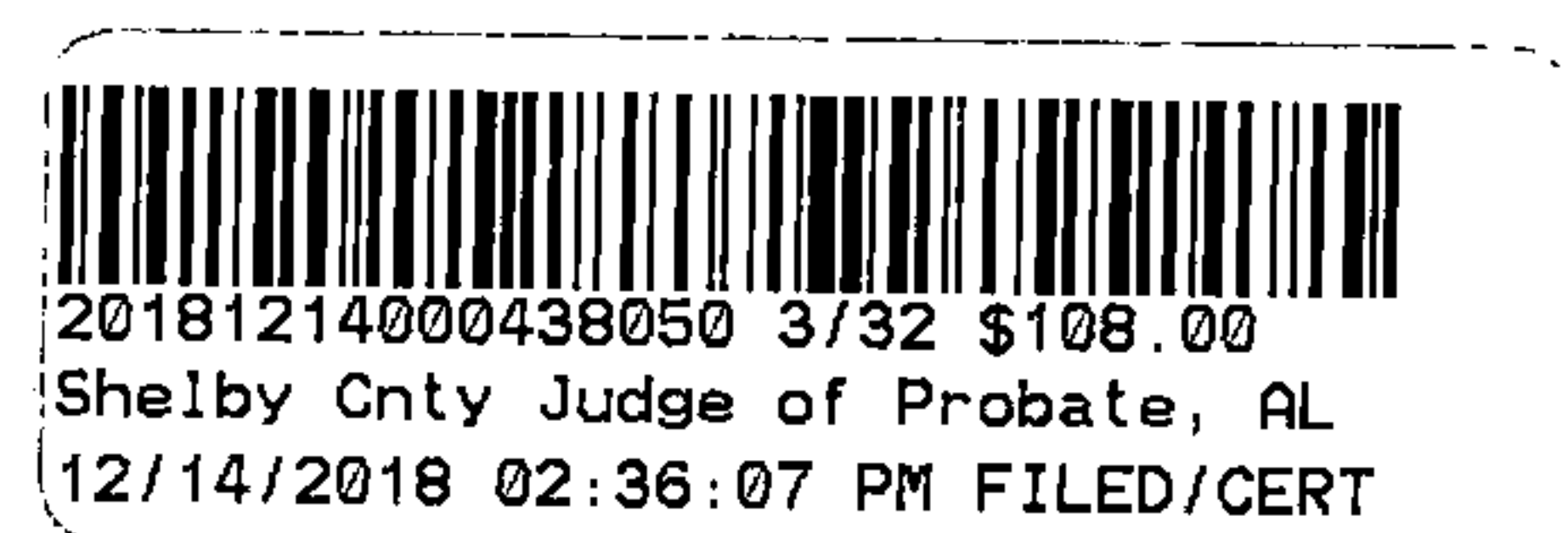
WHEREAS, the protection of the Property in substantially its present state will clearly enhance and preserve the Conservation Values; and

WHEREAS, the Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and referred to as the "Baseline Documentation Report," which is incorporated herewith as **Exhibit "B,"** but is not recorded in full due to its length, which consists of a collection of reports, maps, photographs, and other documentation that both parties agree provide, collectively, an accurate representation of the Property at the time of this Conservation Easement, and is intended to serve as "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i) and as an objective information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this Conservation Easement; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property, in perpetuity, in substantially its present state as existing at the time of the Conservation Easement; and

WHEREAS, by this Conservation Easement, Grantor and Grantee mutually intend that the Property be preserved in perpetuity in substantially its present state as existing at the time of this



Conservation Easement, thereby furthering the Purpose of this Conservation Easement and the Conservation Values of the Property set forth herein, and yielding a significant public benefit; and

WHEREAS, Grantee is a domestic non-profit, publicly-funded, tax-exempt, qualified organization under §§ 501(c)(3) and 170(b)(1)(A)(vi) of the Code. Grantee is a domestic non-profit corporation, registered with the South Carolina Secretary of State whose mission includes the protection of land for present and future generations. Grantee is authorized by the laws of the State of Alabama to accept, and is willing to accept, conservation easements for the purpose of preserving and protecting natural, scenic, educational, recreational, or open-space values of real property, and Grantee has the resources and commitment to preserve those values and to enforce the restrictions of this Conservation Easement. Grantee is a "qualified organization" within the meaning of § 170(h)(3) of the Code, an "eligible donee" within the meaning of Treas. Reg. § 1.170A-14(c)(1), and a "holder" within the meaning of ALA. Code § 35-18-1(2); and

WHEREAS, Grantee agrees, by accepting this Conservation Easement, to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, Grantor, as an absolute charitable gift with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby voluntarily, unconditionally, and absolutely grant and convey unto Grantee, its successors and assigns, forever, a conservation easement as defined in the Alabama Conservation Easement Law, ALA. CODE §§ 35-18-1 et seq. (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws), in perpetuity, in, on, and over the Property, of the nature and character and to the extent hereinafter set forth, including the right to preserve and protect the Conservation Values of the Property. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Conservation Easement, and the recordation of this Conservation Easement shall constitute a "recordation of the acceptance" by Grantee within the meaning of ALA. CODE § 35-18-2. Upon the recordation hereof, Grantee shall be entitled to enforce the Conservation Easement pursuant to ALA. CODE § 35-18-3. The above recitals, which form a material part of this Conservation Easement, are incorporated herein and made a part hereof by this reference.

1. Purpose. It is the Purpose of this Conservation Easement (hereafter "Purpose") to protect the Conservation Values and to ensure that the Property will be retained forever predominantly in its present open, agricultural and forested, relatively-natural, and relatively-undeveloped condition, and with its Conservation Values intact, and to prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property, as defined herein and in the Baseline Documentation Report, subject only to the terms and provisions set forth herein. Grantor intends that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purpose of this Conservation Easement.

2. Duration of Easement. The Conservation Easement shall be perpetual. It is an easement in gross, constitutes a real property interest, runs with the land, and is enforceable by Grantee against Grantor, its personal representatives, heirs, successors, assigns, lessees, agents, and licensees.

3. Rights of Grantee. To accomplish the Purpose of this Conservation Easement the following rights are conveyed to Grantee by Grantor:

(a) Generally. To preserve and protect the Conservation Values of the Property.

(b) Monitoring. To enter upon the Property at reasonable times in order to monitor, document (including through the use of photographs) and defend Grantor's compliance with and otherwise enforce the terms of this Conservation Easement. Grantee's entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property and shall be upon prior reasonable notice to Grantor, except in emergency cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement.

(c) Conservation. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 8 hereof.

(d) Value Used as a Match. The Grantee shall have the right to use the value of this Conservation Easement donation as match for any state, local, or Federal conservation grant.

(e) Signs. The Grantee shall have the right to place signs on the Property which identify the property as being protected by this Conservation Easement. The number and location of the signs are subject to the Grantor's approval, and such approval shall not be unreasonably withheld.

(f) The Grantee shall have all rights required for a donee under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14, which rights are hereby incorporated herein by reference.

4. Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from any development or any use other than those defined in Paragraph 5 below and those improvements existing as of the date hereof as documented by the Baseline Documentation Report. It is mutually agreed and understood, however, that this Conservation Easement permits Grantor and its successors-in-interest to use the Property for all purposes, present and future, not inconsistent with

the Purpose of this Conservation Easement and not expressly prohibited herein. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Generally. The change, disturbance, alteration, or impairment of the natural, aesthetic, watershed, wildlife, forest, agricultural, open space, and plant habitat features of the Property is prohibited, except as expressly provided herein.

(b) Residential or Commercial Uses. Any residential or commercial uses of, or activity on, the Property are prohibited, except as follows: (i) such activities as can be conducted in permitted structures described in Paragraph 5 below, (ii) Agriculture as defined in Paragraph 5 below, (iii) the leasing of rights retained by Grantor in Paragraph 5 below, and (iv) recreational access to and uses of the Property as described herein.

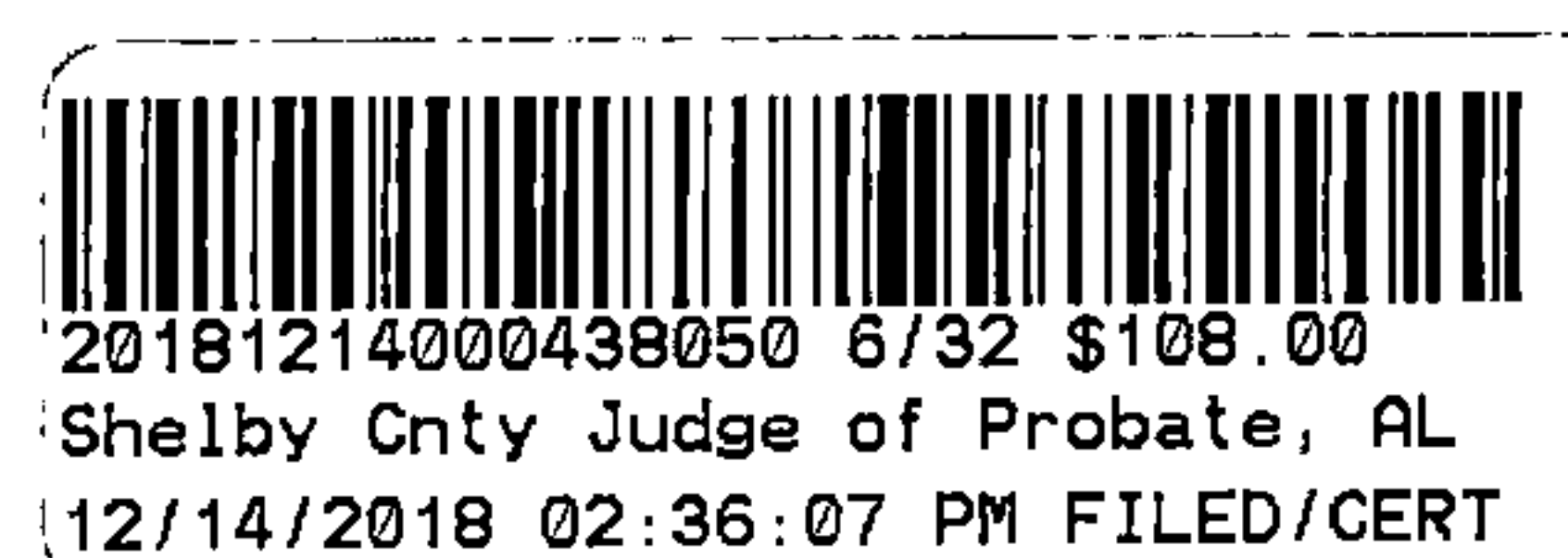
(c) Subdivision. The Property currently exists as one (1) contiguous tract. The Property may not be subdivided for the purpose of division of parcels from the whole for residential development or to be sold as multiple undeveloped parcels, but shall be held by the same owner(s) as a single undivided tract of land. However, neither the Grantor nor the Grantee intend to restrict the conveyance of parcels smaller than the whole for purposes that do not negatively affect the Conservation Values, such as (but not limited to) adjustment of boundaries or consolidation of parcels, so long as such conveyances: a) are accomplished via deed and recorded pursuant to state conveyancing regulations; b) are agreed to in writing by the Grantee, which agreement shall not be unreasonably withheld; and c) are subject to the terms and conditions of this Conservation Easement and specifically thereby restricted from any development other than as stated in this Paragraph of this Conservation Easement.

(d) Improvements. The construction or maintenance on the Property of any buildings, structures or other improvements is prohibited, except as described in Paragraph 5 and as otherwise expressly permitted herein.

(e) Minerals, Etc. There shall be no filling, excavation, dredging, mining, or drilling, no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials, and no change in the topography of the land in any manner except as is consistent with Treas. Reg. § 1.170A-14(g)(4) and as necessary for construction and maintenance on the Property of roads, bridges, and culverts permitted hereunder.

(f) Garbage and Underground Storage Tanks. The dumping or other disposal of trash and garbage whatsoever on the Property is prohibited, except for biodegradable material generated on the Property. Installation of underground storage tanks is prohibited.

(g) Soil Erosion and Water Pollution. Any use or activity that causes or presents a risk of causing soil erosion or significant water pollution, including without limitation,



excavation, land filling, dredging, and mining, is prohibited, except as described in Paragraph 5 and as otherwise expressly permitted herein.

(h) Signs. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying and furthering the Conservation Values of the Property and/or identifying the Grantor as owner of the Property, directional signs, informational signs advertising on-site permitted activities, or signs advertising the Property for sale or rent—provided that these signs are no larger than 25 square feet.

(i) Utilities. The construction or extension of utility systems is prohibited, except in the following situations: utilities constructed in order to carry out Agriculture on the Property allowed herein. Such utilities may include irrigation systems and associated power sources, provided that their function and location do not materially impair or interfere with the Conservation Values stated herein. Such utilities may include alternative energy sources, such as solar panels or wind generators, subject to the limitations in this Paragraph, so long as they are used for the generation of energy on the Property for permitted uses on the Property and so long as they are not in locations or in sufficient number to adversely impact or impair the Conservation Values of the Property.

(j) Roads and Trails. Roads shall be limited to those required to facilitate the uses permitted by this Conservation Easement and shall be constructed with pervious materials. Grantor shall use existing roads and trails whenever possible for completing management objectives. The following activities are specifically permitted: the construction of roads and firebreaks for agriculture, forestry and recreational activities allowed herein, the construction of a recreational hiking trail for the purpose of walking, biking, hiking, horse-back riding or any similar non-motorized use as provided in Paragraph 5(h) below.

(k) Antennas, Radio Towers, Etc. No commercial antennas, radio towers, or the like shall be installed on the Property. Small private communication antennas and dishes may be used for radio and television communication on the Property and may be powered by alternative power sources such as solar panels or a small wind generator, so long as they do not materially interfere with the Conservation Values stated herein.

(l) Non-Native Invasive Species. Planting of non-native invasive species listed in Category 1 or Category 2 of the “List of Alabama’s Invasive Plants” developed by the Alabama Invasive Plant Council is prohibited. Introduction of non-native animal species is prohibited.

(m) Game Farming or Game Farm Animals. The construction, conducting, or operation a game farm, or the raising of holding of game farm animals on the Property shall not be permitted. Game farm animals include game farm animals regulated or prohibited by the Alabama Legislature or the Alabama Department of Conservation and Natural Resources and penned, enclosed, or privately-owned pheasant, chukar, quail, grouse, francolin, partridge, turkey

or other gallinaceous birds which are indigenous to Alabama or which could interbreed with or spread disease to any gallinaceous birds indigenous to Alabama.

(n) Game Proof Fences. Except as otherwise provided herein, game proof high fences shall be prohibited.

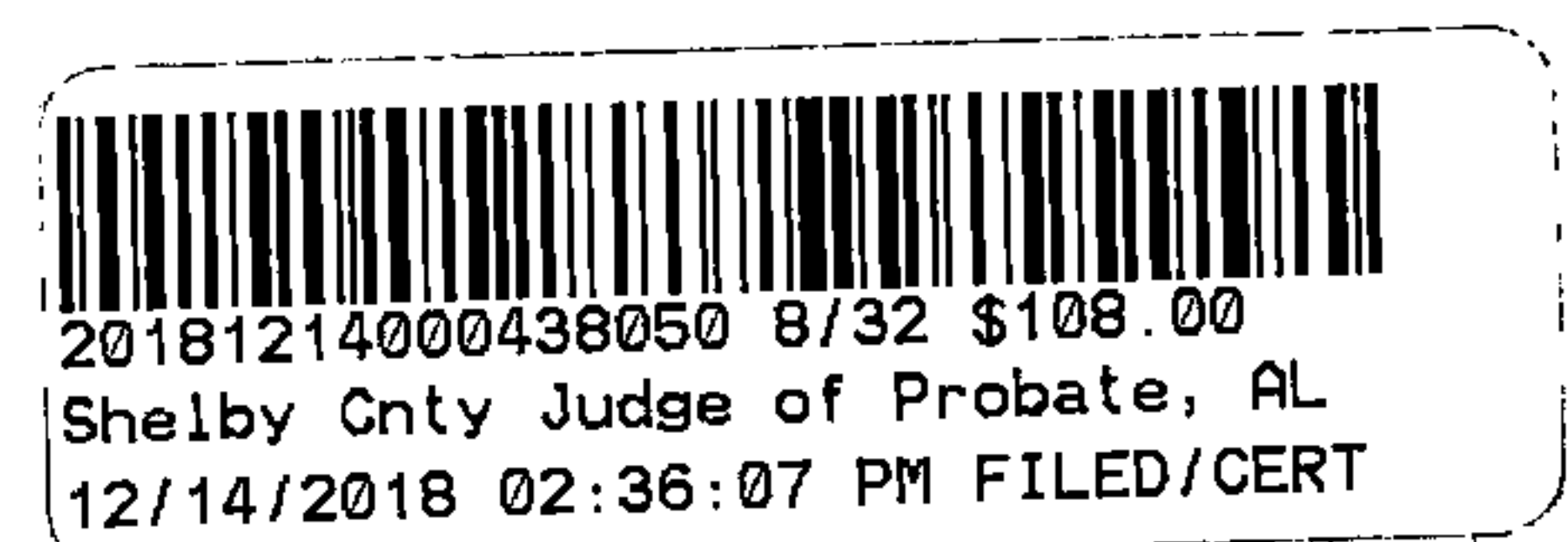
5. Reserved Rights. Subject to the restrictions, limitations, and prohibitions set forth herein, Grantor reserves to themselves, and their personal representatives, beneficiaries, heirs, successors, and assigns, all rights accruing from ownership of the Property, the exercise of which such rights would be neither expressly prohibited by the terms of this Conservation Easement nor inconsistent with the Purpose of this Conservation Easement, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Public Health and Safety, Erosion. Grantor reserves the right to take action reasonably necessary to prevent erosion on the Property or to protect public health or safety.

(b) Agriculture and Forestry. Grantor reserves the following rights to manage the property for forestry and agriculture as described and defined in this subsection:

(i) Compliance with Laws & Best Management Practices. Agriculture and/or forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations. Furthermore, agriculture and/or forestry shall be carried out in accordance with the then-current, scientifically-based practices, including best management practices, generally recommended by the State of Alabama Cooperative Extension, Alabama Forestry Commission, the United States Natural Resource Conservation Service, the then-active predecessors or equivalent of the same. Planting of non-native invasive species listed in Category 1 or Category 2 of the "List of Alabama's Invasive Plants" developed by the Alabama Invasive Plant Council is prohibited

(ii) Land Management Plan. Agriculture and Forestry shall be carried out in accordance with a written Land Management Plan (the "Land Management Plan") that specifically addresses and is consistent with the terms of this Conservation Easement and the Goals set forth below and takes into consideration the topography and soils of the Property. The Land Management Plan shall be prepared by a registered forester, wildlife biologist, agronomist, ecologist, or a similar natural resource professional within two (2) years of execution of this Conservation Easement. The Land Management Plan shall be updated by a natural resource professional at least every ten (10) years. The Land Management Plan and all updates shall be developed in consultation with the Grantee.

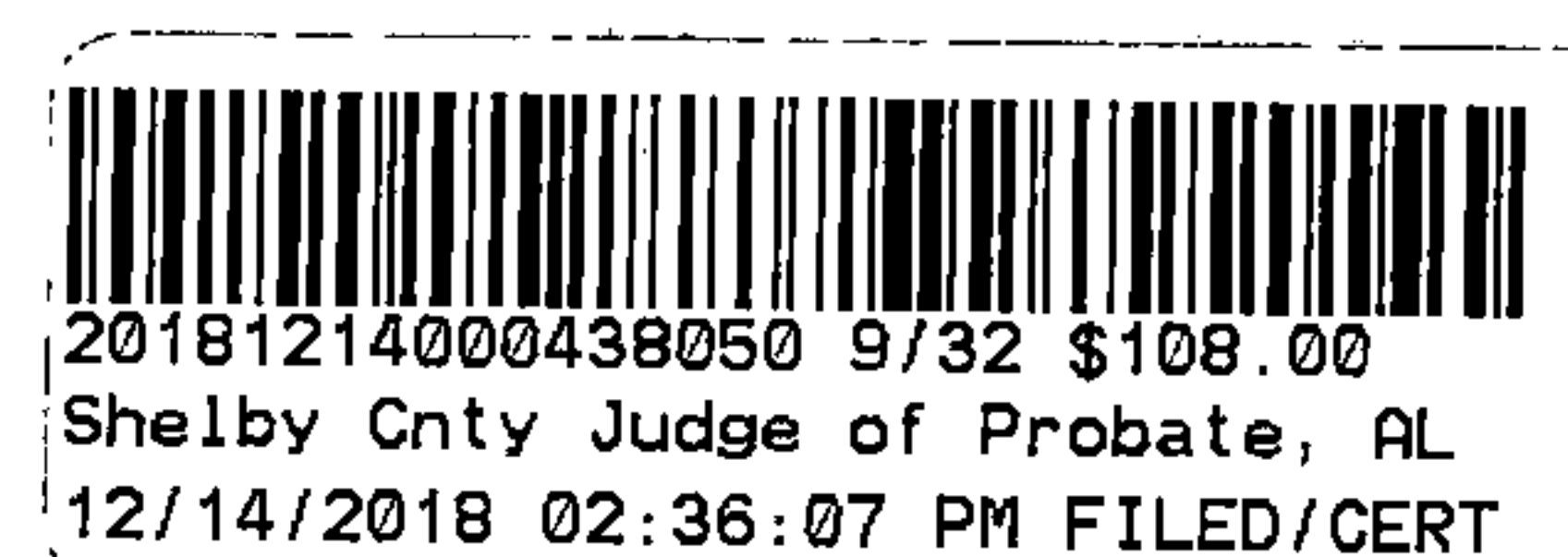


(iii) Goals. Agriculture and/or forestry shall be performed in a manner that will not materially impair or interfere with the Conservation Values of the Property, as hereinafter specified, and in accordance with the following goals: sustainability of soil, air and water quality; maintenance of soil productivity; protection of Riparian Buffers; sustainability and improvement of forest health; and conservation of native plant and animal species (collectively, the “Goals”).

(iv) Agriculture. Except as restricted or prohibited herein, Grantor reserves the right to use areas non-impactful of conservation values for Agriculture. Proper notice shall be provided pursuant to Paragraph 6 prior to any conversion to agriculture from present use as outlined in the Baseline Documentation Report.

(A) Permitted Agriculture. "Agriculture" will be sustainable—meaning resource-conserving and environmentally sound and will be limited to those areas currently or historically used for agriculture. “Agriculture” includes, but is not limited to, the following: small-scale breeding, raising, training, care, and sale of domestic farm animals such as livestock, horses, poultry, and waterfowl; hay production; and small-scale raising, cultivation, and harvesting of farm crops, garden plants, and trees—including fruit tree and nut tree orchards. Such Agriculture shall not materially impair or interfere with the Conservation Values of the Property. In particular, domestic farm animals allowed herein will be managed to prevent significant soil erosion or water pollution, and will not be kept in sufficient number to materially impair or interfere with the Conservation Values.

(B) Prohibited Agriculture. Prohibited activities include, but are not limited to, sod farming, slaughtering house, game fencing, game farming, and zoos. Planting of non-native invasive species listed in Category 1 or Category 2 of the “List of Alabama’s Invasive Plants” developed by the Alabama Invasive Plant Council is prohibited. The production of domestic farm animals shall not be conducted as industrial or factory-type agricultural operations such as chicken houses, pig lots, feed lots, slaughter houses, or commercial aquaculture or by the continuous confinement of domestic farm animals or fish in tightly confined environments for the purpose of raising, feeding, and fattening for market. “Animal Feeding Operations” (AFO’s) as that term is used by the U.S. Environmental Protection Agency including “Concentrated Animal Feeding Operation” of any size, are expressly prohibited. For reference, see 40 C.F.R. § 122.23 (2003).



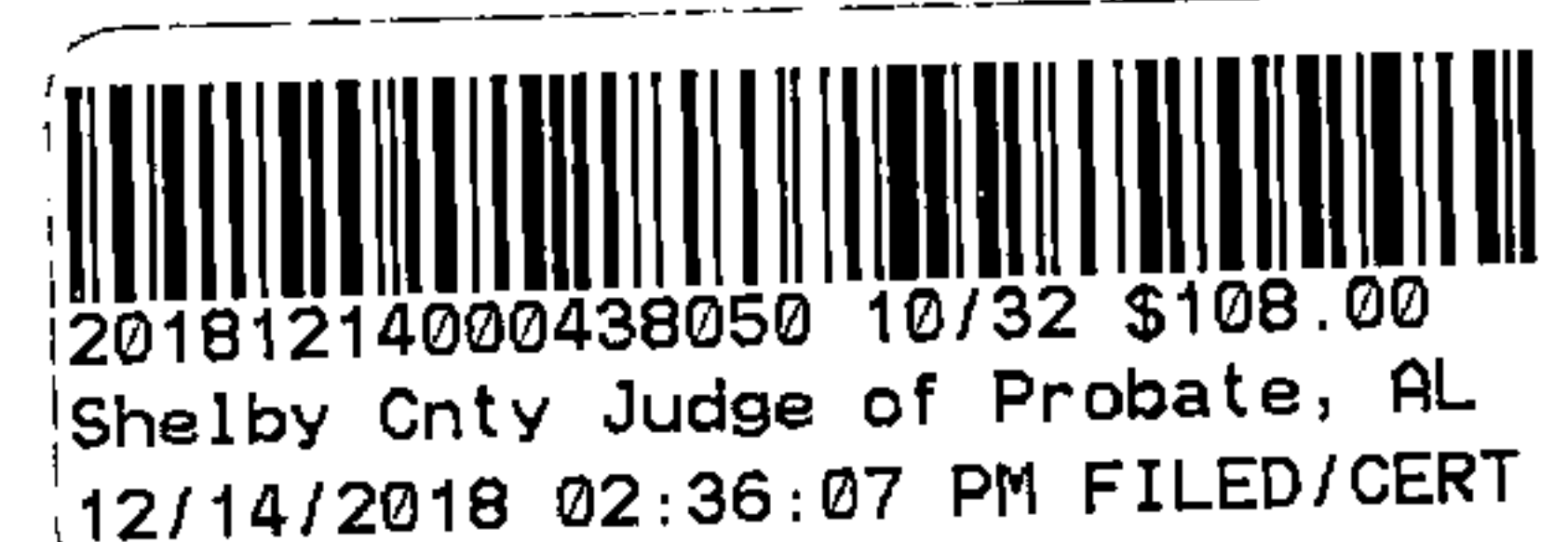
(v) Forestry. Except as restricted or prohibited herein, Grantor reserves the right to use areas for Forestry (as defined below). Proper notice shall be provided pursuant to Paragraph 6 prior to any commercial timber harvest.

(A) Permitted Forestry. Subject to the limitations set forth in Paragraph 5(b)(v)(B) below, "Forestry," as that term is used herein, includes the following: the planting, growing, harvesting, gathering, and storing of forest products; the growing and stocking of forest trees of any size capable of producing forest products; commercial and pre-commercial treatments related to the production or management of forest products, including thinning activities, prescribed fire, and the lawful use of herbicides; the processing and sale of products produced on the Property with equipment designed for in-woods processing; the cutting and sale of timber and other forest products; and generally-accepted forest management activities to support the planting, growing, gathering, harvesting, and storing of forest products. Such Forestry shall not materially impair or interfere with the Conservation Values of the Property.

(B) Prohibited Forestry. Forestry shall be carried out in accordance with the Land Management Plan. Any forestry activities not in compliance with the laws, Best Management Practices, or Goals as defined in Paragraph 5(b)(iii), are prohibited and shall not be considered "Forestry" as such term is used herein.

(vi) Wildlife Food Plots. The Agriculture and/or Forestry rights reserved by Grantor include the right to maintain, expand, reconfigure, and cultivate wildlife food plots that exist on the Property at the time of the execution of this Conservation Easement. Grantor reserves the right to maintain and/or cultivate, but not expand or reconfigure, wildlife food plots that exist within the Riparian Buffers at the time of this Conservation Easement. Furthermore, Grantor reserves the right to conduct such additional cultivation and clearing outside of the Riparian Buffers, for wildlife food plots as Grantor reasonably deems necessary to enhance and/or protect wildlife habitat so long as not in locations or in sufficient number to adversely impact or impair the Conservation Values of the Property and are consistent with the Purpose of this Conservation Easement.

(c) Recreational Activities. Grantor reserves the right of themselves and their family members, guests, and invitees to engage in outdoor recreational activities, including boating, hunting, shooting, fishing, camping, hiking, biking and horse-back riding, which would not materially and adversely affect the Conservation Values. The Property will not be used as a commercial all-terrain vehicle (ATV) facility. ATVs and or UTV's will be permitted provided



that they are not operated in a manner so as to cause significant erosion, or soil loss, or compromise the ecological integrity of the Property.

(d) Education and Promotion. Grantor reserves the right to conduct workshops, seminars, tours, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Values of the Property in accordance with the Purpose of this Conservation Easement. Grantee reserves the right to annually conduct one public workshop, seminar, tour, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Values of the Property in accordance with the Purpose of this Conservation Easement. If Grantee elects to conduct an event as stated above, Grantor and Grantee will mutually agree on a date and activity to be conducted.

(e) Improvements. Grantor reserves the right to have a limited number of improvements and buildings, in a location and number, and pursuant to conditions, as follows:

- (i) New Structures. All new structures will be located within the designated Building Envelopes as depicted in the Baseline Documentation Report. Said Building Envelopes will be surveyed and appropriately filed prior to exercise of the following reserved rights.
- (ii) Maintenance of Structures. Structures permitted for construction herein may be repaired, improved, reasonably enlarged, removed and replaced within their Building Envelope. However, total impermeable surfaces shall not exceed one-half of one percent (0.5%) of the size of the Property. Impervious surfaces include without limitation, the footprint of all existing and future buildings, structures and/or improvements, roofs, paved parking and road areas, and concrete pads. Structure footprints shall be measured along the outermost perimeter of such structures, at ground level or above, including any attached or associated decks, steps, porches or other enclosed or open-air attachments. The sites of removed structures shall be restored to a relatively-natural condition within a reasonable amount of time after a removal. Grantor also reserves the right to maintain utilities constructed to serve buildings and improvements permitted herein.
- (iii) Protection of Conservation Values. Structure placement and any construction performed shall be done in such a manner as to minimize interference with the environment and the Conservation Values, and shall be done and approved in accordance with all zoning, governmental, and permitting standards. Structures, roads, and utilities

shall not be placed in locations that materially interfere with the Conservation Values set forth herein. Grantor shall take reasonable steps to minimize runoff from any construction. Any area of the Property disturbed by construction activities shall be restored to a relatively-natural condition within a reasonable time period following completion of said construction.

(f) Utilities. Grantor may construct and maintain facilities normally used in connection with supplying utilities, waste systems and controlling storm water runoff; provided that such facilities may only be constructed and used to serve the uses, structures and improvements permitted under the terms of this Conservation Easement, that all such facilities shall be installed below ground to the extent feasible, and that all such construction and maintenance is conducted in a manner designed to produce no material adverse effect on the Conservation Purposes.

(g) Wells and Septic Systems. Grantor shall have the right to construct new wells for agricultural or residential use and/or other uses consistent with the Purpose of this Easement, including the right to maintain existing wells and septic systems for the existing structures on the Property and place and maintain wells and septic systems for new structures permitted under the terms of this Conservation Easement on the Property. Any new septic drain system must be located a minimum distance of one-hundred (100) feet from any pond or perennial stream, and one-hundred fifty (150) feet from a river or lake, or in accordance with existing governmental regulations, whichever is the greater distance. All such construction and maintenance shall be conducted in a manner designed to produce no material adverse effect on the Conservation Purposes.

(h) Roads and Trails. Grantor reserves the right to repair and maintain, using primarily-permeable materials, the permeable-surfaced roads and trails now existing on the Property in accordance with the conditions outlined in Paragraph 4(j) above. Non-permeable materials may be used in limited areas around structures and for control of erosion and sedimentation. Grantor reserves the right to use roads and trails for all activities permitted under this Conservation Easement. Grantor reserves the right to reasonably maintain the existing road(s)/trail(s) existing at the time of this Conservation Easement. Additionally, Grantor reserves the right, to construct and maintain new roads and firebreaks for agriculture, forestry, and/or recreation, provided that such firebreaks, roads, and paths are not in locations or in sufficient number to adversely impact or impair the Conservation Values of the Property. Additionally, Grantor reserves the right to construct a recreational hiking trail for the purpose of walking, biking, hiking, horse-back riding or any similar non-motorized use. Prior to the construction of any permanent or semi-permanent road or recreational hiking trail, Grantor must (i) submit proper notice of intent to construct a permanent or semi-permanent road or recreational hiking trail pursuant to Paragraph 6 as well as (ii) obtain written approval by Grantee stating the proposed construction of said road or recreational hiking trail will not materially interfere with the

Conservation Values set forth herein. Any access road permitted under this section, except for the road to the primitive recreational structures. This paragraph shall not be interpreted to permit any extraction or removal of surface materials inconsistent with § 170(h)(5) of the Code and the applicable Treasury Regulations.

(i) Borrow Pit. The right to have borrow pits not to exceed a total of 1 acre, to provide required fill material for use, such as repairing roads, solely and exclusively on the Property. This right is limited to the extent required under Section 170(h)(5)(B) of the Code for the interest conveyed by this Conservation Easement to qualify as a qualified conservation contribution.

(j) Water Resources. All new water resources development shall be constructed so as not to impair the Conservation Values of the Property, the intent and Purpose of this Conservation Easement and in accordance with applicable federal, state and local laws. Grantor shall have the right to develop and maintain those water resources and wetlands on the Property necessary to wildlife, private recreation, farming, and other agricultural uses permitted by this Conservation Easement, so long as such development and maintenance does not impair any of the water resources or wetlands. Permitted activities shall include, but are not limited to, the right to develop, restore and enhance water resources and wetlands for fisheries and wildlife improvement; and the right to undertake bank stabilization measures and stream and watercourse restoration. Grantor shall further have the right to repair, replace or maintain existing and/or historic wetland impoundments, levees, and water control structures, and the right to construct new impoundments, ponds, levees, and water control structures. Proper notice shall be provided pursuant to Paragraph 6 prior to any construction of new impoundments, ponds, levees, or water control structures.

(k) Control of Invasive Species. Without prior written notice to the Grantee, Grantor may undertake measures to control, limit, or eradicate invasive species from the Property provided that all such cuttings and vegetation management shall be conducted in a manner that minimizes damage to the Property, and so long as these activities preserve the Conservation Values. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances and permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

(l) Agrichemicals and Biological Controls. Grantor shall have the right to use agrichemicals and biological controls, including but not limited to insects, fertilizers, biocides, herbicides and rodenticides, but only in those amounts and with that frequency of application

constituting the minimum necessary to accomplish reasonable agricultural, residential, and control of invasive species, activities permitted by the terms of this Easement and applied in accordance with the label instructions. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Property.

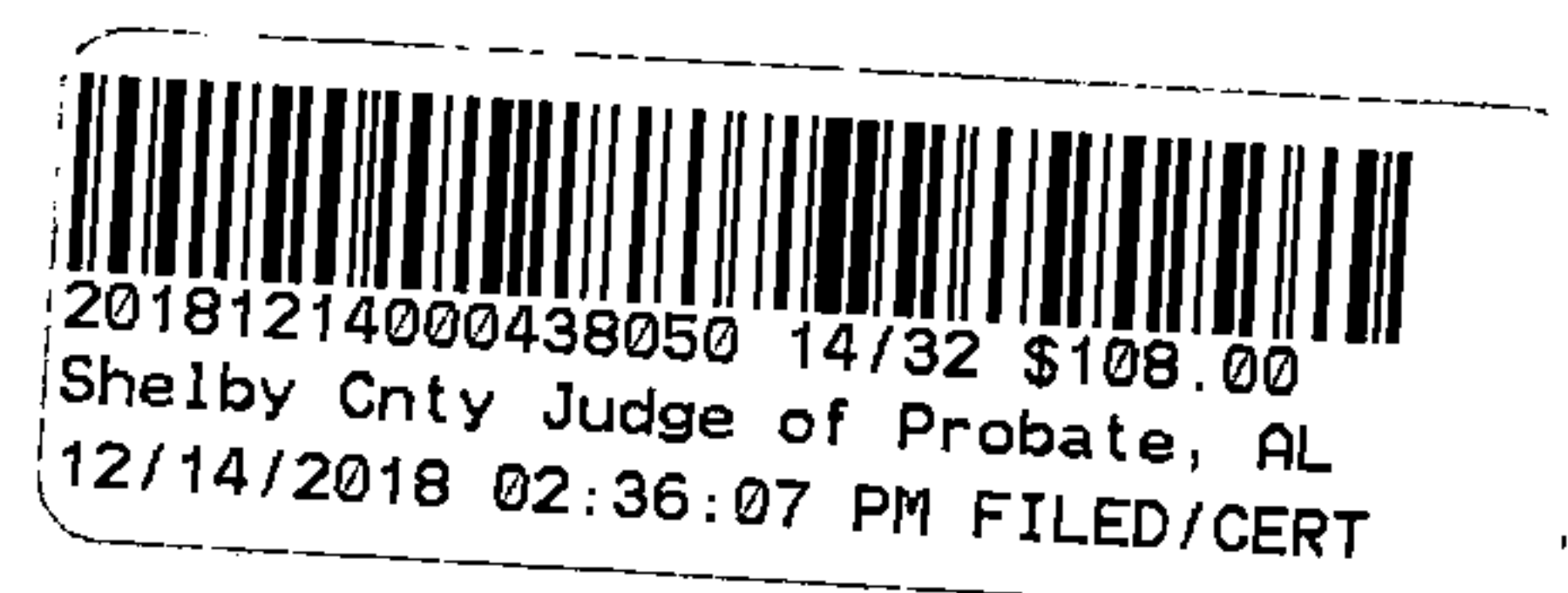
(m) Hunting Stands and Platforms. Without prior written permission from or notice to the Grantee, Grantor may establish and maintain hunting stands and platforms provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the Conservation Values as wildlife habitat, and aquatic ecosystems.

(n) Environmental Credits and Government Programs. Grantor shall have the right to participate in any conservation directed agricultural contracts, programs, or leases now or hereafter offered by any private entity or governmental entity, for any commercial or non-commercial purpose (including but not limited to the Farm Bill Conservation Programs, the Partners for Wildlife Program, carbon sequestration, wetland mitigation, greenhouse gas credits, endangered species credits, water quality credits, and ground water credits), so long as such program has no adverse impact on the Purpose of the Easement or the Conservation Values of the Property, including but not limited to programs of the United States Department of Agriculture, the United States Department of Interior, the State of Alabama, or any branch thereof. Grantor reserves the right to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now, or created in the future for any activity or use permitted in this Conservation Easement. Notice shall be provided to Grantee pursuant to paragraph 6 below prior to execution of any such agreements.

(o) Leases. Grantor reserves the right to lease the Property for any use permitted to Grantor under this Conservation Easement, provided that such lease is consistent with and subject to the terms of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 6 below.

(p) Game Proof Fences. Except as otherwise provided herein, game proof high fences shall be prohibited. Grantor shall have the right to erect and maintain fences to keep game out, such as a fenced dove field, fenced garden area, etc., it being the intent of this provision to only prohibit fencing erected which materially interferes with the natural movement of wildlife through and across the Property.

(q) Grantor's Fee Ownership Rights. Except as limited in this Conservation Easement, Grantor reserves all rights as fee owner of the Property, including, without limitation, the right to use the Property for all purposes not inconsistent herewith.



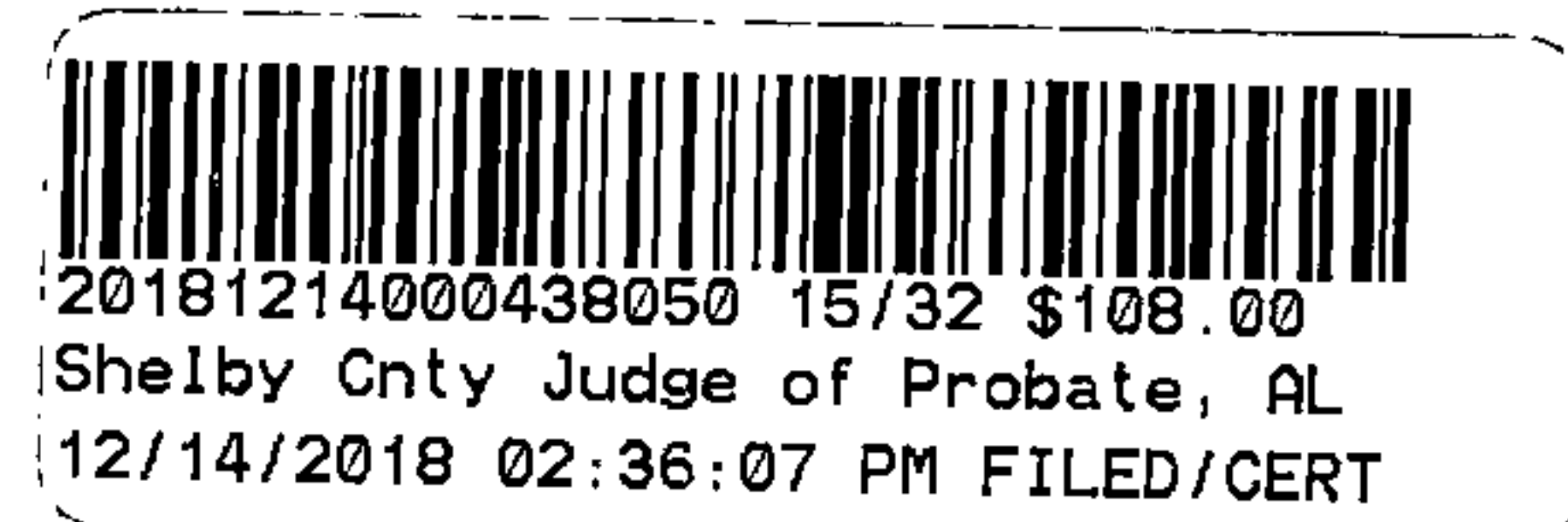
(r) Use Inconsistent with Purpose. The Conservation Easement will be retained in perpetuity for conservation purposes and to prevent any use of the Property which will impair materially or interfere with the Conservation Values of the Property, its open space, wildlife habitat, natural resources or associated ecosystems.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Conservation Easement. Written notice to Grantee is required before Grantor exercises any of the following rights in the following situations:

- (i) Whenever Grantor exercises the following reserved rights set forth in Paragraph 5: conversion of land to agriculture from land use identified in the Baseline Documentation Report, commercial timber harvest, construction of any structures, permanent or semi-permanent roads or a recreational hiking trail, entering into leases, mineral extraction, construction of new impoundments, ponds or water control structures, or participation in ecological programs;
- (ii) Prior to Grantor exercising any reserved right which may have an adverse impact on the conservation interests or Conservation Values associated with this Conservation Easement;
- (iii) Prior to commencement of any proceeding of or before any governmental agency which may result in a license, permit, or order for any demolition, alteration or construction on the Property;
- (iv) If Grantor receives notice of a condemnation action;
- (v) Prior to any sale or other transfer of the Property, or portion or division thereof; and
- (vi) Prior to exercising any reserved right under this Conservation Easement to the extent such notice is required in Treasury Regulation 1.170A-14(g)(5)(ii).

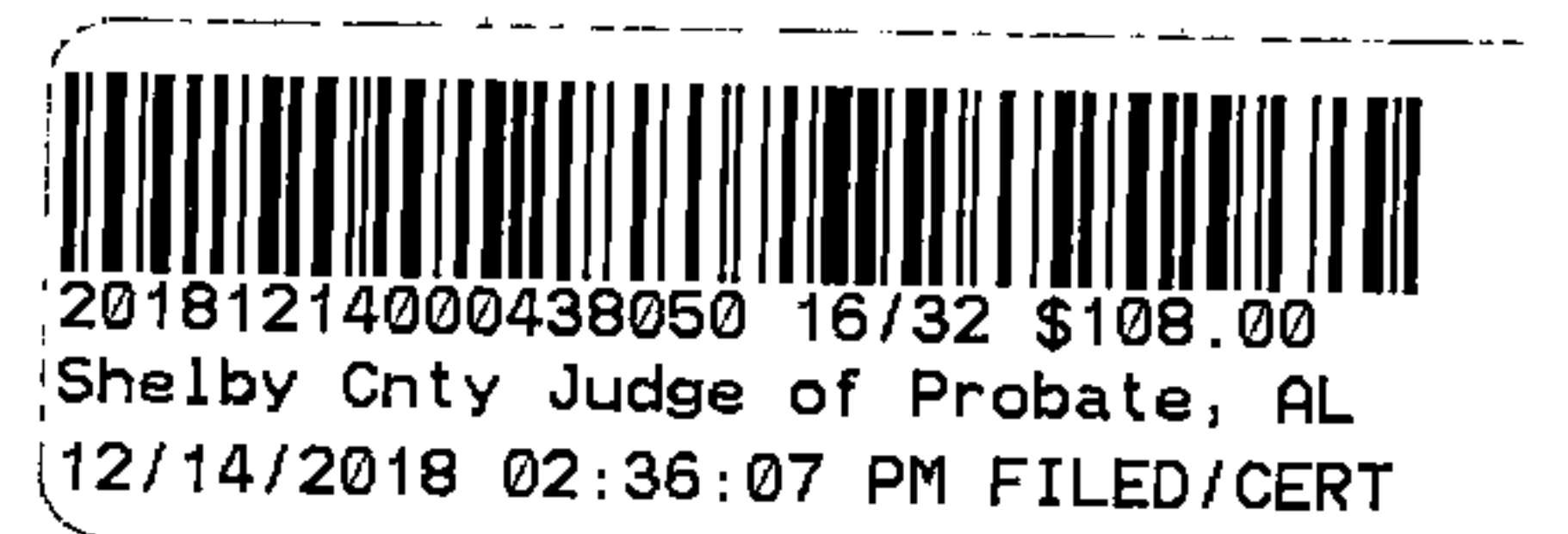
Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Conservation Easement.

7. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Conservation Easement.



8. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured to its condition at the time Grantor conveyed this Conservation Easement to Grantee. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Conservation Easement or injury to any Conservation Values herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. Mediation. Grantor and Grantee agree that mediation is a cost-effective and preferred method of dispute resolution in many circumstances. If a dispute arises between the parties concerning any proposed use or activity on the Property, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and the parties shall first consider resolution through mediation. If resolution through mediation is agreed upon, both Grantor and Grantee will select the mediator. If Grantor and Grantee cannot agree on a mediator, their proposed mediators will appoint a third mediator who will mediate the dispute. Mediation is not required if Grantee determines there has been a breach by Grantor of the terms of this Conservation Easement or Grantee determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values. Nevertheless, mediation pursuant to this Paragraph shall be voluntary, and this Paragraph shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies through



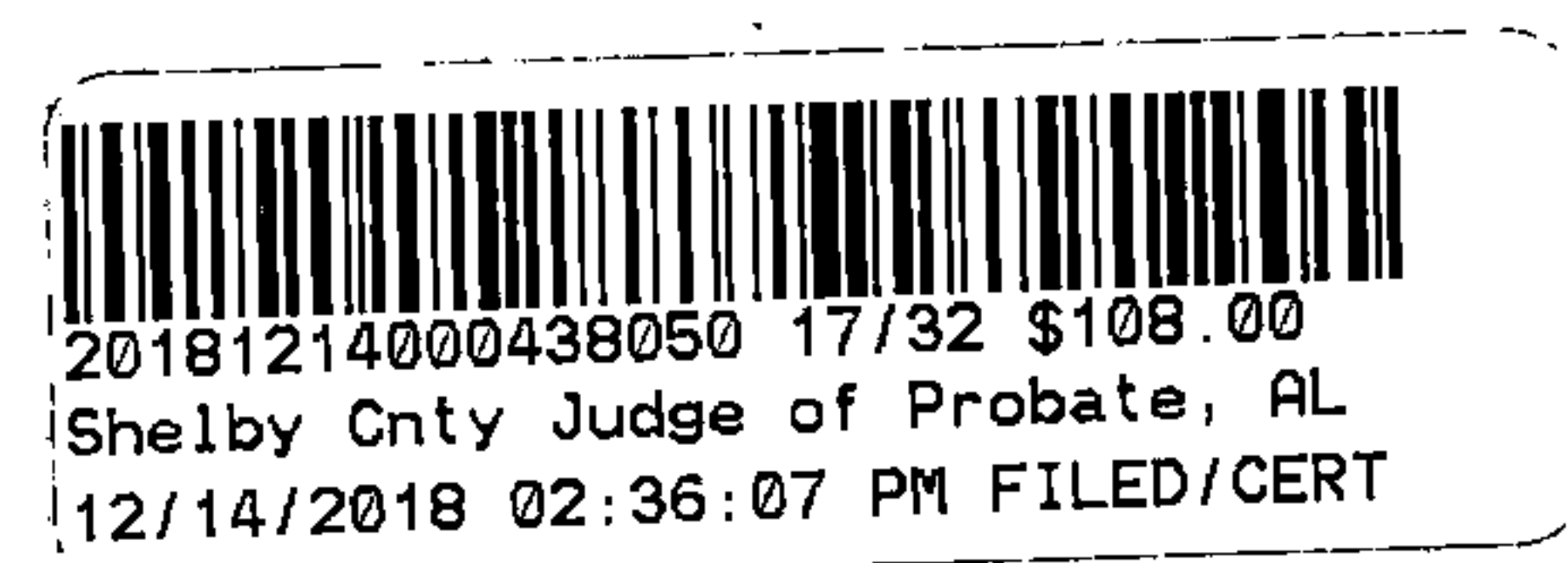
means other than mediation. In particular, Grantee need not seek mediation if Grantee determines that the Conservation Values of the Property have been impaired or interfered with.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, cost of a lawsuit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor, provided that Grantee prevails in any action to enforce the terms of this Conservation Easement. If Grantor prevails in any action to enforce the terms of this Conservation Easement, each party shall bear its own cost of the lawsuit, including, without limitation, reasonable attorneys' fees. Grantor shall not be responsible for costs of a frivolous action, or action brought in bad faith by the Grantee, as determined by a court of competent jurisdiction.

11. Grantee's Forbearance. Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

12. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

13. Acts Beyond Grantor's Control. Grantor is responsible for the acts and omissions of persons acting on its behalf, at its discretion, or with its permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Conservation Easement resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or fails to report such acts or omissions to Grantee promptly upon learning of them. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property caused by wildfire, flood, storm, and earth movement, or other natural disaster, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Nothing herein shall be construed to preclude Grantor's and Grantee's rights to recover damages from any third party for trespass, vandalism, or other violation of their respective rights in this Conservation Easement and the Property. To that end, Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided by this Conservation Easement against any third party responsible for an event or circumstance of non-compliance with this Conservation Easement and Grantor shall, at Grantee's option, assign Grantor's right of action against such third party to Grantee, join Grantee in any suit or action



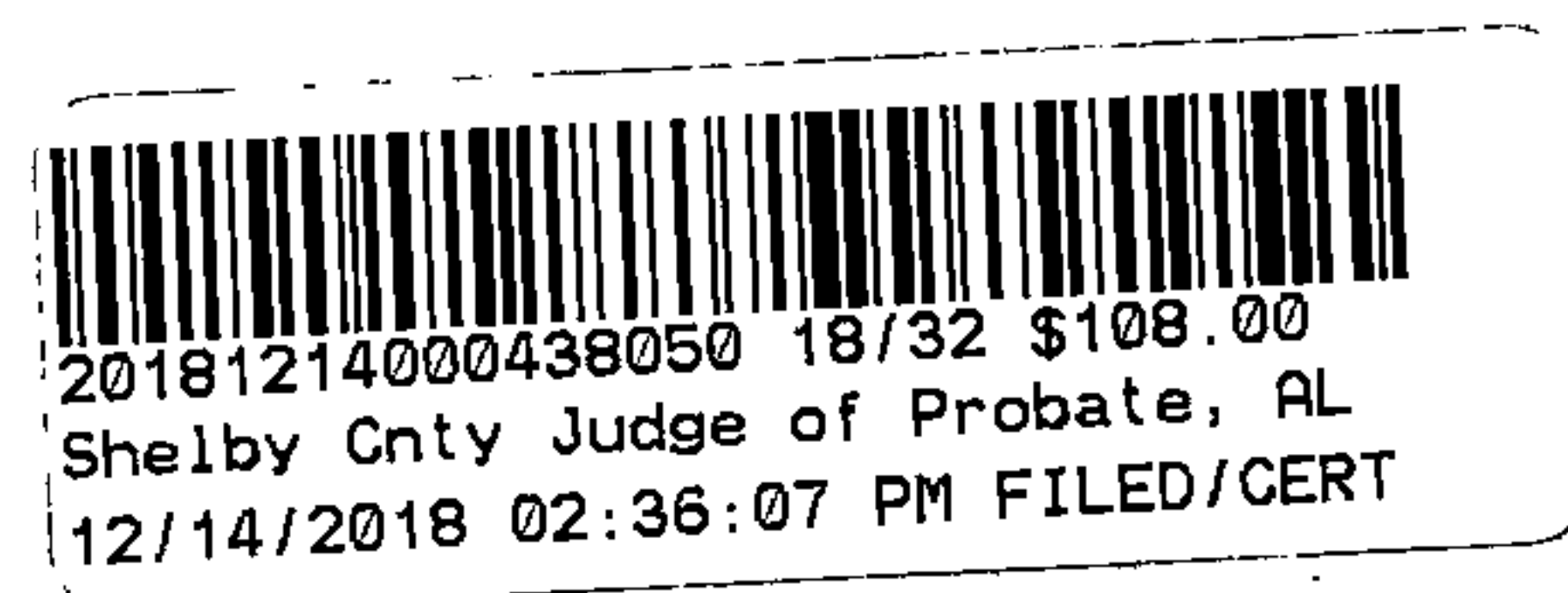
against such third party, or appoint Grantee as Grantor's attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

15. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by appropriate authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have no liability for the payment of Taxes, if any, levied upon or assessed against this Conservation Easement. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and, until paid by Grantor, the obligation created by such payment shall bear interest at the lesser of five percentage points over the prime rate of interest from time to time charged by the largest banking institution in Shelby County, Alabama or the maximum rate allowed by law.

16. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; and (2) the existence or administration of this Conservation Easement, unless due to the negligence or willful misconduct of any of the Indemnified Parties. Since Grantor plans to allow the general public to utilize the Property, it will maintain general liability insurance on the Property with reasonable policy amounts to insure risks associated with public use and shall list Grantee as an additional insured on said policy. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

17. Extinguishment or Termination. It is the unequivocal intention of Grantor and Grantee that the Purpose of this Conservation Easement be carried out in perpetuity. If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, under applicable Alabama and Federal laws. The amount of the proceeds to which Grantee shall be entitled shall be determined in accordance with the Proceeds paragraph below. Any and all prior claims shall first be satisfied by Grantor's portion of the proceeds before Grantee's portion is



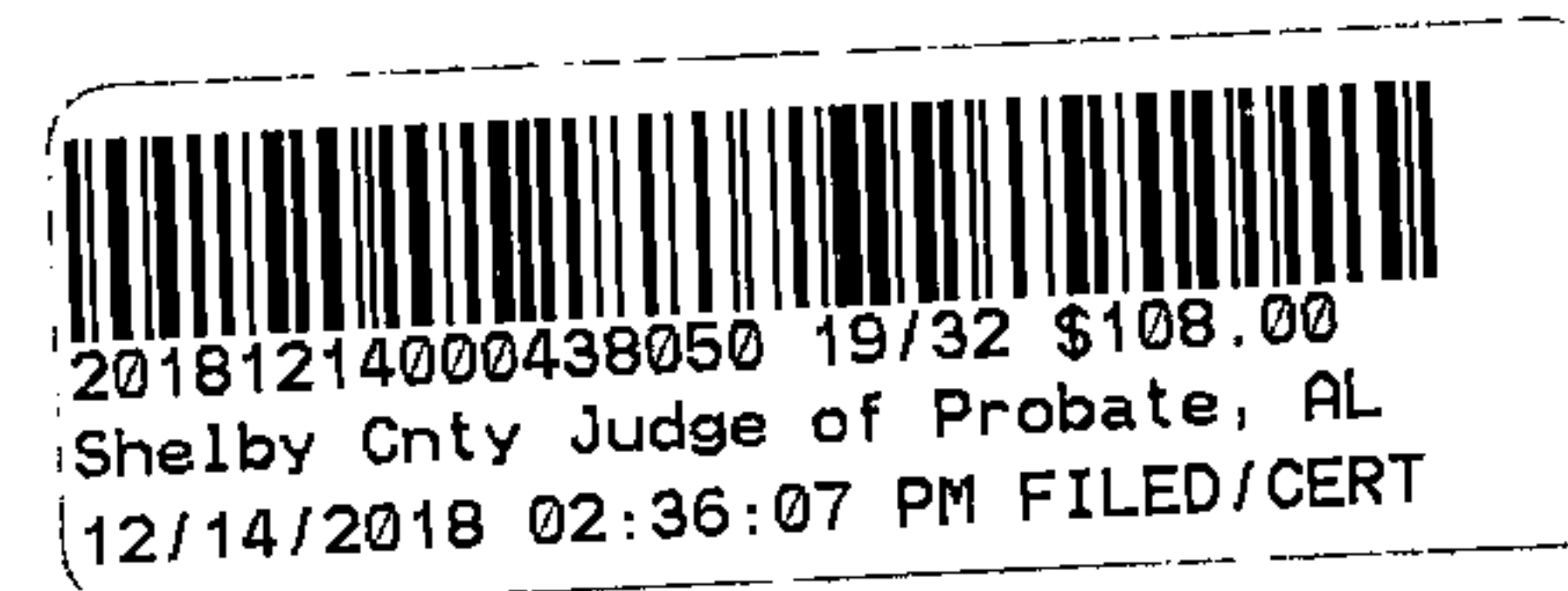
diminished in any way. Grantee shall use all such proceeds in a manner consistent with the Purpose of this Conservation Easement including but not limited to the costs to monitor, enforce and preserve any portions of the Property that remain subject to this Easement, or, if no remaining portion of the Property is subject to this Easement, to monitor and enforce other easements held by Grantee that are comparable to this Easement and to conserve properties subject to such other easements in a manner consistent with Grantee's conservation purposes under this Easement. Grantor and Grantee agree that changed economic conditions shall not be considered as circumstances justifying the termination or extinguishment of this Conservation Easement.

18. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, Grantee shall be entitled to that portion of the proceeds from the Property's subsequent sale, exchange, or involuntary conversion in accordance with the Paragraph 19 hereof, unless state law provides otherwise, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

19. Proceeds. This Conservation Easement constitutes a real property interest, immediately vested in Grantee at the time Grantor conveys this Conservation Easement to Grantee and constitutes a perpetual conservation restriction. As required under Treas. Reg. § 1.170A-14(g)(6)(ii), the parties stipulate that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift, bears to the value of the Property as a whole at that time. For the purposes of this Paragraph, that proportionate value of the Grantee's property right shall remain constant. Accordingly, when a change in conditions give rise to the extinguishment of the perpetual conservation restriction granted by the Conservation Easement, the Grantee, on a subsequent sale, exchange, or involuntary conversion of the subject property, must be entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction. This Section 18 shall be interpreted to adhere to and be consistent with 26 C.F.R. Section 1.170A-14(g)(6)(ii).

20. Assignment/Successor Grantee.

(a) Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Alabama law or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Values that this grant is intended to advance, continue to be carried out, and the transferee has a commitment to protect the Conservation Values and the resources to enforce this Conservation Easement. Grantee agrees to



give written notice to Grantor of any assignment at least one hundred and twenty (120) days prior to the date of such assignment.

(b) Successor Grantee. If, at any time, Grantee shall be unwilling or unable to continue as grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be a qualified organization under Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14, or to be authorized to acquire and hold conservation easements under Alabama law, then Grantor and Grantee shall mutually agree upon a qualified successor Grantee (based on all of the provisions and requirements of the previous paragraph), and if Grantor and Grantee cannot agree upon a qualified successor Grantee, the rights and obligations under this Conservation Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Alabama law and consistent with the requirements for an assignment pursuant to the previous paragraph.

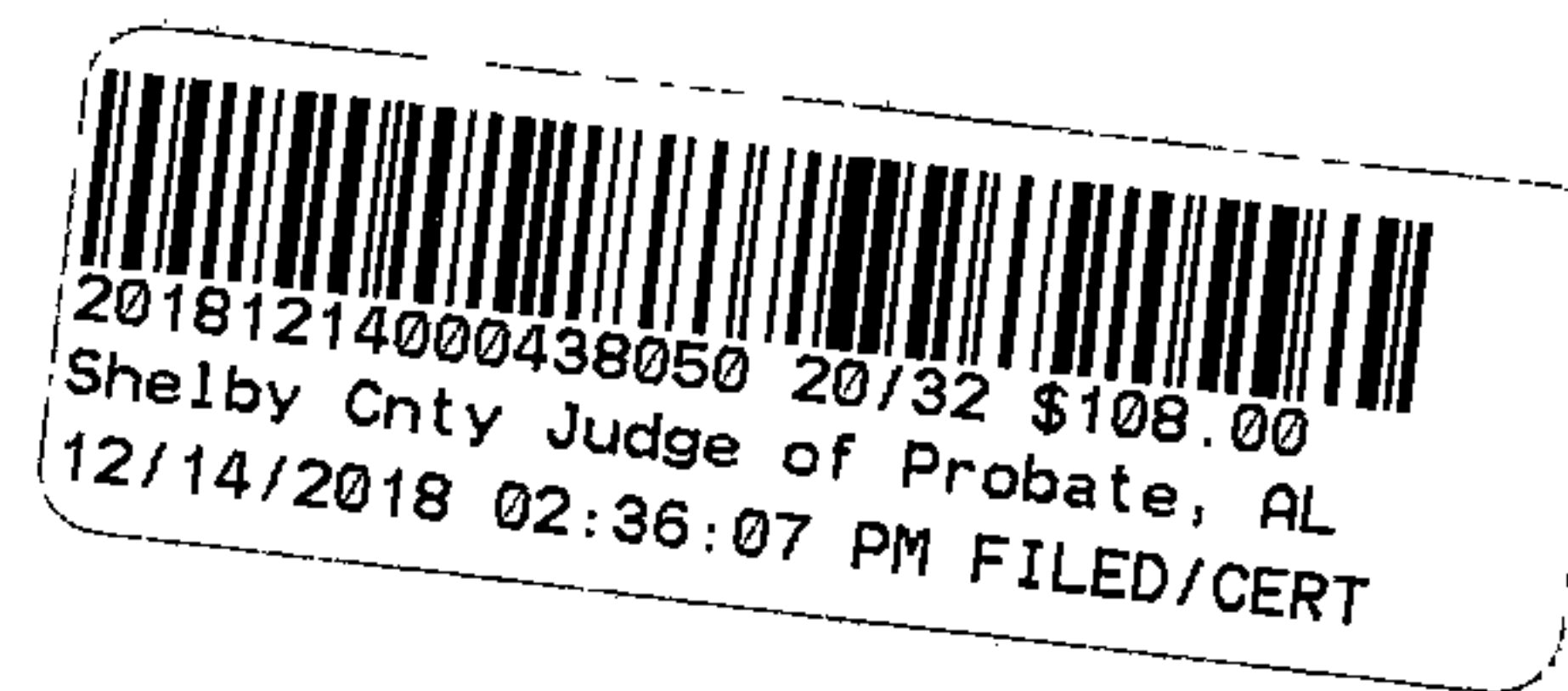
21. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

22. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver any document, including an estoppel certificate, which certifies compliance with any obligation contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement.

23. Notices. Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this paragraph:

To Grantor: Sunrise Valley, LLC
Attn: Jason Rudakas
912 Edenton Street
Birmingham, Alabama 35242

With a copy to: Schulten Ward Turner & Weiss, LLP
260 Peachtree Street, N.W., Suite 2700
Atlanta, Georgia 30303
Attn: Brandon C. Hardy



To Grantee: Heritage Preservation Trust, Inc
Attn: George Thornton
P.O. Box 550
Edgefield, South Carolina 29824

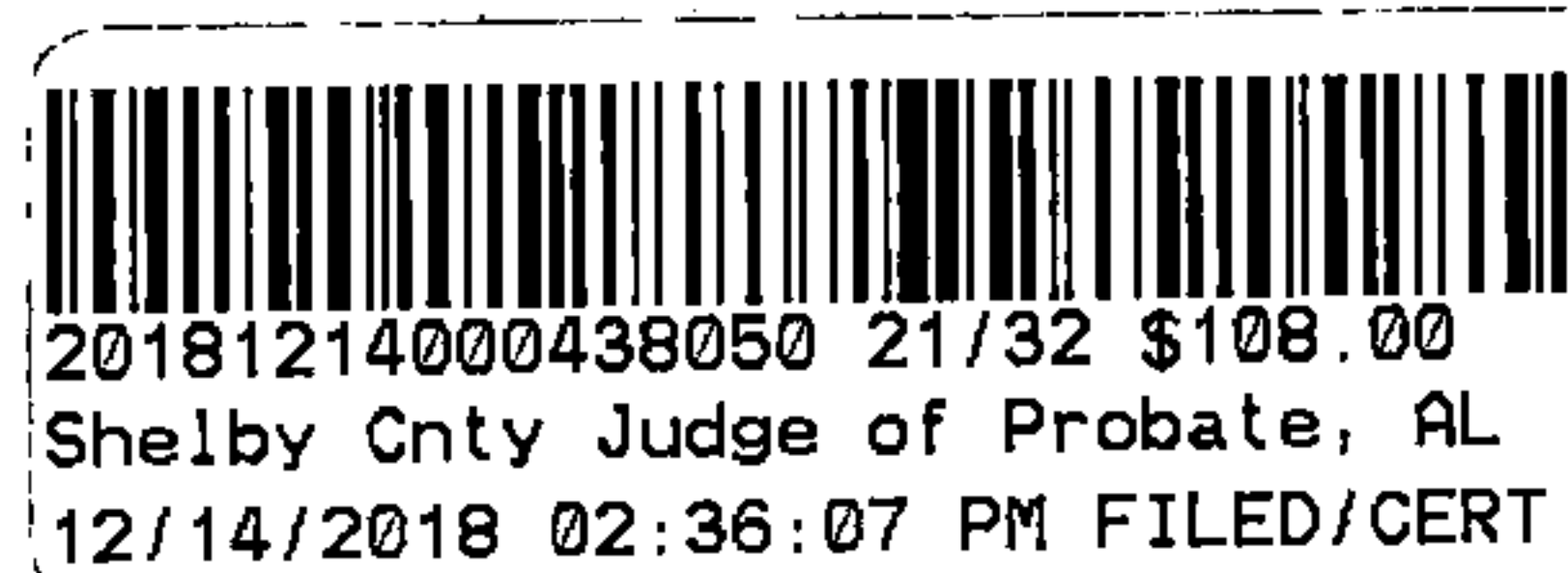
Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if personally served or if delivered by nationally-recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

24. Recordation. Grantor and Grantee agree that this Conservation Easement shall be promptly recorded in the official records of Shelby County, Alabama. Grantee also retains the right to re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement.

25. Section 2031(c) Federal Estate Tax Exclusion. Grantor and Grantee agree that the rights and activities reserved and permitted hereunder relating to recreational activities are consistent with the Conservation Values outlined in § 170(h) of the Code. Grantor believes that such rights and activities do not constitute more than a "de minimis" use of the Property for "commercial recreational activities" as those terms are used in § 2031(c) of the Code. This finding notwithstanding, and in the event a contesting party questions this finding, and solely for the purpose of qualifying the Conservation Easement for the estate tax exclusion and any expansion thereof under § 2031(c) of the Code, or its successor provisions, Grantor (including Grantor's estate, successors, and assigns) may elect in writing in recordable form to release and terminate otherwise reserved and permitted "commercial recreational activities" either inter vivos or, alternatively, post mortem, in accordance with § 2031(c), and to the extent permitted by said § 2031(c), if necessary to qualify for the Conservation Easement estate tax exclusion under § 2031(c). Any such election to be recorded in the public records of Shelby County, Alabama.

26. Development Rights. Grantor and Grantee agree that all development rights, except those associated with permitted structures or improvements as referenced in Paragraph 5 above, that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished, and shall not be used on or transferred to any other property not within the Property or used for the purpose of calculating permissible lot yield of the Property or any other property.

27. No Extinguishment Through Merger. The parties agree that, notwithstanding the operation of Alabama common law, the terms of this Conservation Easement shall survive any



merger of the fee and easement interest in the Property. No deed, transfer, or assignment of any fee title interest in the Property to the Grantee, or any successor holder of this Easement, shall be effective if it will result in the merger of this Conservation Easement with the fee title interest in the Property. The provisions of this paragraph are intended to prevent such merger. The provisions of this paragraph shall apply, and shall be construed to apply, to the Grantee, as holder, and to any successor holder (which must be a qualified organization within the meaning of § 170(h) of the IRC and the corresponding Treasury Regulations) of this Easement.

28. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Alabama.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of ALA CODE §§ 35-18-1, et seq and Section 170(h) of the Code. Grantor and Grantee acknowledge that each party has reviewed and revised this instrument and agree that the rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this instrument. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

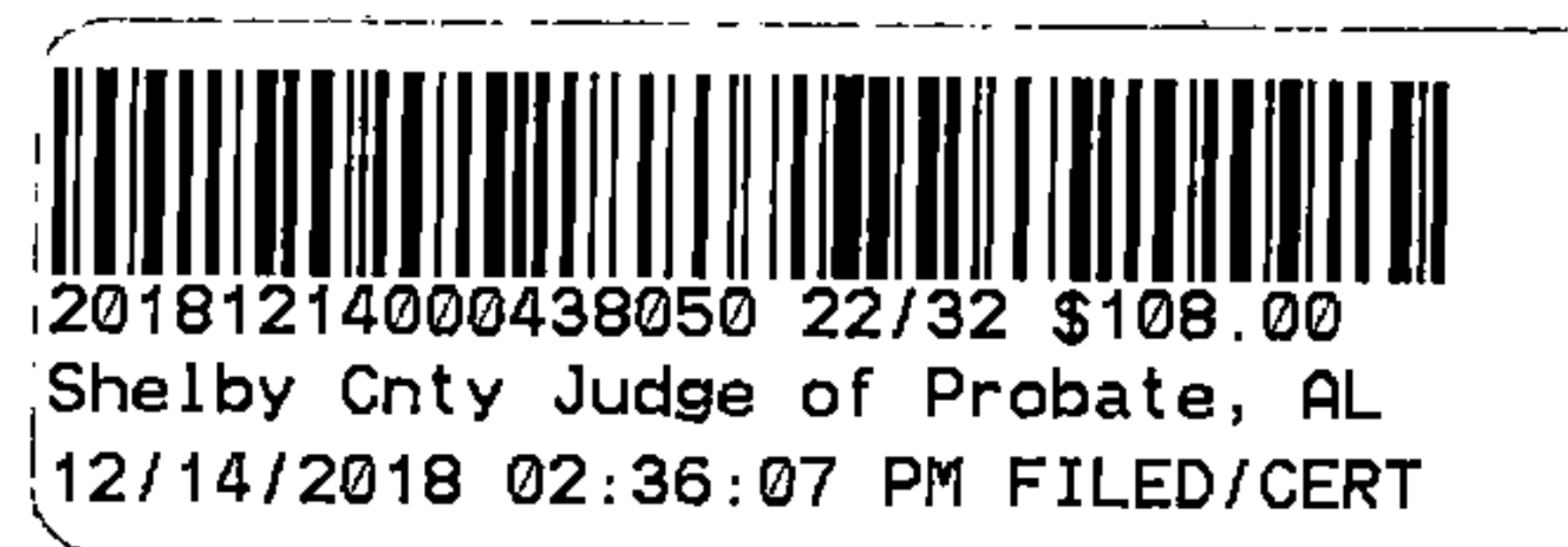
(c) Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

(g) Successors and Assigns: Covenants, Etc. Run With Land. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future



owners, tenants, and other holders of any interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with the Assignment provision of this Conservation Easement. The terms "Grantor" and "Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors, and assigns.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest pursuant to the terms of this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Grantor's Representations and Warranties. Grantor hereby represents and warrants that Grantor is seized of the Property in fee simple, and that any and all financial liens or financial encumbrances existing as of the date of this Conservation Easement if any have been subordinated, and such subordination shall be executed and recorded prior to entering this Conservation Easement; and that Grantee and its successors and assigns shall have the use and enjoyment of all the benefits derived from and arising out of this Conservation Easement.

(l) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

(m) Baseline Documentation Report, Exhibit "B". In order to establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property, assure compliance with the terms hereof, and to provide "Documentation" within the meaning of Treas. Reg. § 1.170A-14(g)(5)(i), Grantee has prepared or caused to be prepared the Baseline Documentation Report dated August 10, 2018. Grantee acknowledges, by its acceptance of this Conservation Easement, that Grantor's historical and current uses of the Property as documented in the Baseline Documentation Report are compatible with the Purpose of this Conservation Easement and that the condition of the Property as of the date of this Conservation Easement is accurately depicted therein. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Conservation Easement, the parties may look beyond the Baseline Documentation Report, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Conservation Easement to assist in the resolution of the controversy. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

(n) No Goods, Services, or Other Consideration from Grantee. Grantor and Grantee acknowledge that no goods or services or other consideration have been provided by the Grantee to Grantor as consideration for this Conservation Easement, and the Grantee will provide Grantor with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

(o) Interpretation consistent with Conservation Easement Regulations. In the event of any ambiguity, inconsistency or conflict between the provisions contained herein and the provisions of Section 170(h) of the Code and 26 C.F.R. Section 1.170A-14 (collectively, the "Conservation Easement Regulations"), this Conservation Easement shall be interpreted and construed so that the provisions of the Conservation Easement Regulations shall control.

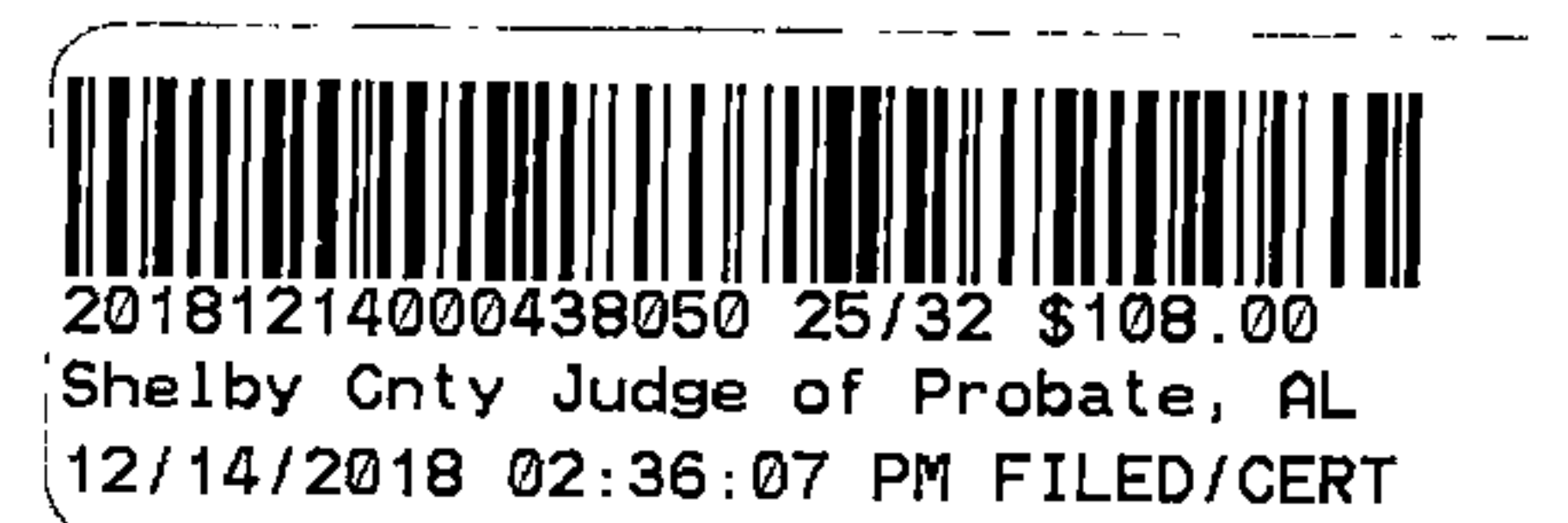
(p) Contemporaneous Written Acknowledgement. By Grantee's signature below, this Paragraph 28(p) constitutes that contemporaneous written acknowledgement of the contribution by the donee organization, in this case, Grantee, required by Section 170(f)(8) of the IRC with respect to the property interest conveyed to Grantee by this Conservation Easement. The property interest is the Conservation Easement described in, and evidenced by, this document, and a proper legal description of the Property encumbered by this Easement is attached hereto as

Exhibit A. No goods or services were provided by Grantee as consideration, in whole or in part, for the grant of this Conservation Easement by Grantor.

29. List of Attached Exhibits.

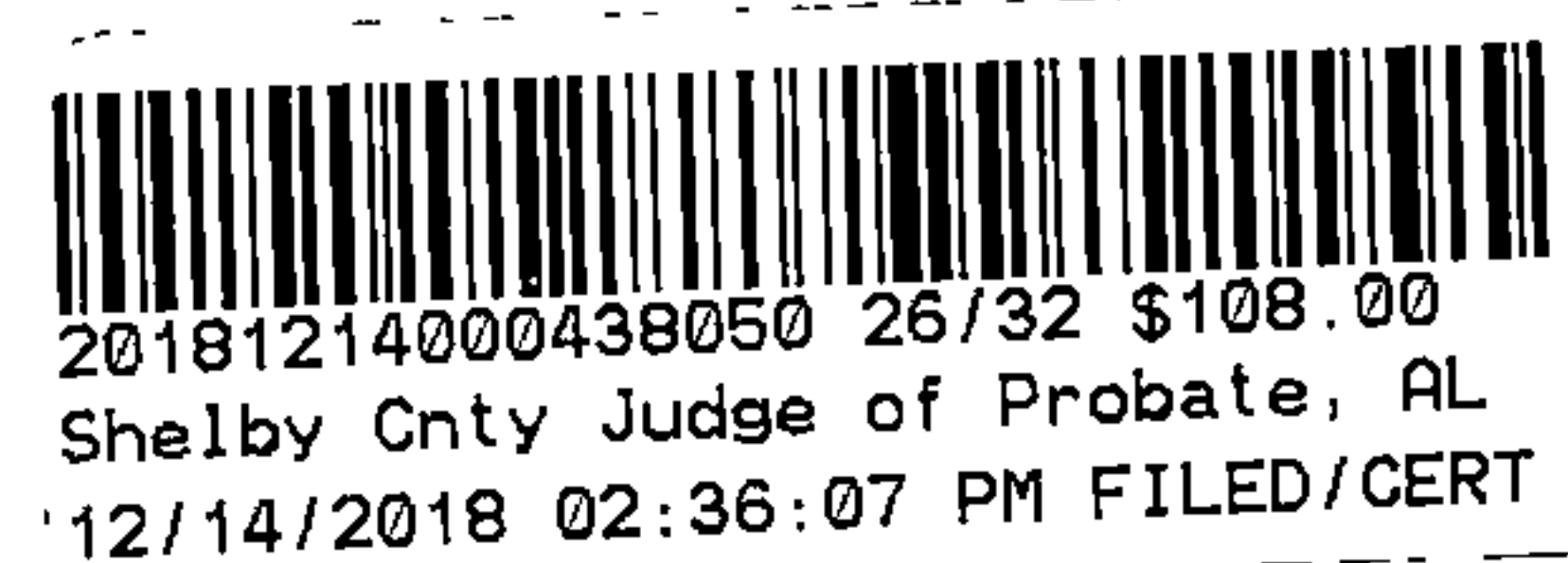
Exhibit A:	A legal description of the Property & Boundary Survey [The entire legal description of the Property can be found on file at Grantee's office]
Exhibit B:	Baseline Documentation Report [The entire Baseline Documentation Report can be found on file at Grantee's office]

[Remainder of this page left intentionally blank]



TO HAVE AND TO HOLD this Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also their personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

[Remainder of page left blank intentionally]



IN WITNESS WHEREOF, the Grantor and the Grantee have executed this document the day and year written below.

Entered into this 11th day of December, 2018.

GRANTOR:

SUNRISE VALLEY, LLC

an Alabama limited liability company

By: Sunrise Valley Investors, LLC,
a Georgia limited liability company
Its: Manager

By: Strategic Fund Manager, LLC,
a Georgia limited liability company
Its: Manager

By: [Signature]

Name: Ricky B. Novak

Title: Manager

Attest: [Signature]

Name: MADISON T. MORGAN

Date: 12/11/18

Attest: [Signature]

Name: [Signature]

Date: 12-11-18

STATE OF GEORGIA
COUNTY OF DEKALB

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Ricky B. Novak whose name as Manager of the Manager of the Manager of Sunrise Valley, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of DECEMBER, 2018.

(SEAL)

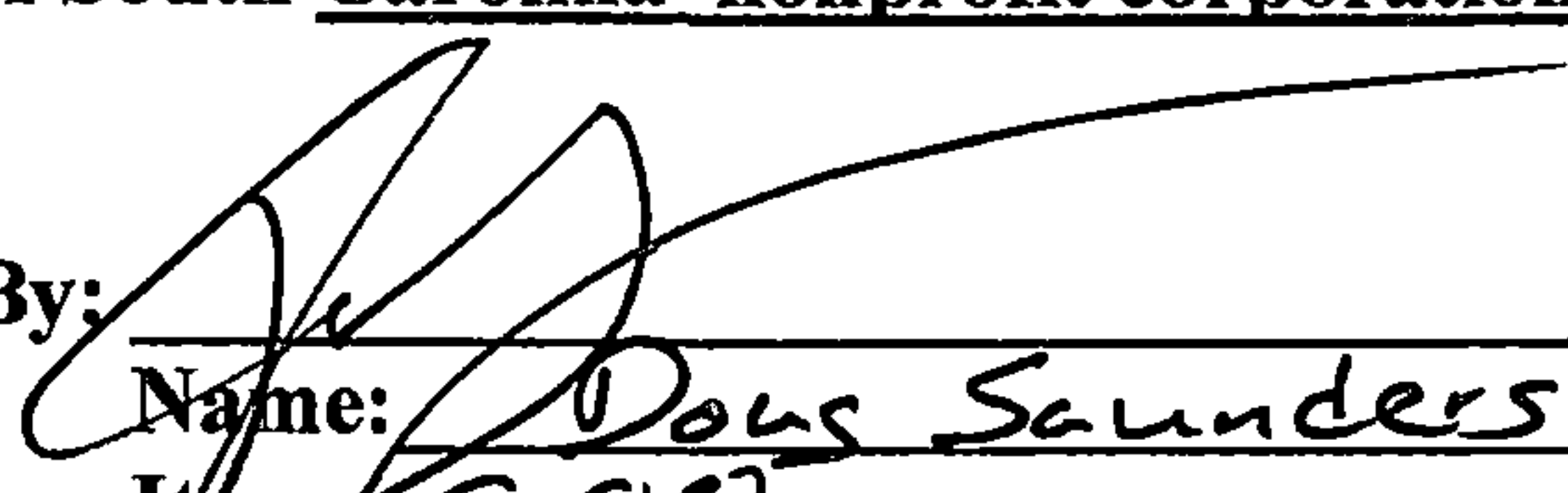
[Signature]
NOTARY PUBLIC

My Commission Expires: 5/21/22

GRANTEE:

HERITAGE PRESERVATION TRUST, INC.

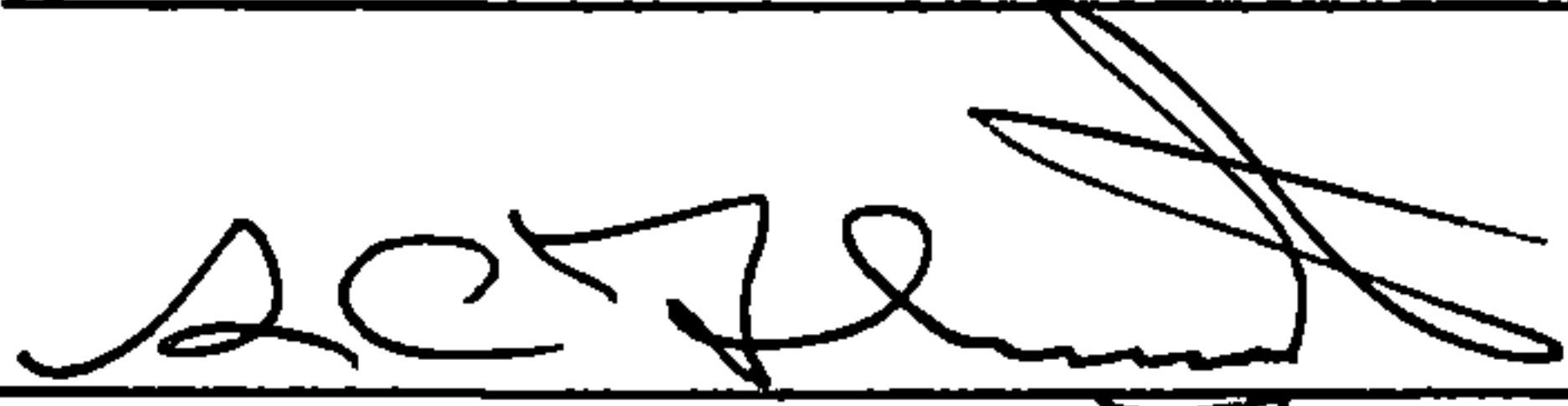
A South Carolina nonprofit corporation

By: 

Name: Doug Saunders

Its: COO

Date: 12/11/18

Attest: 

Name: George C Thornton

Date: 12/11/18

Attest: Elisabeth Thornton

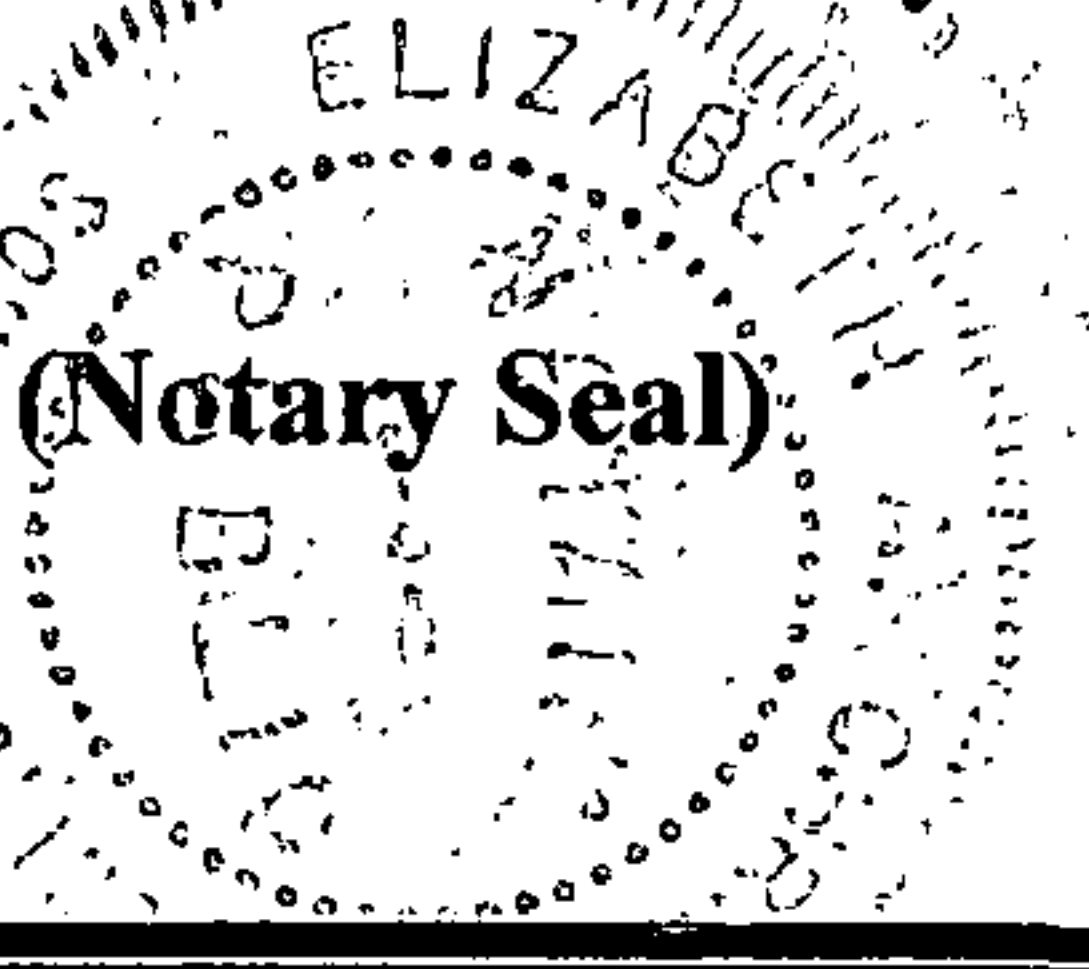
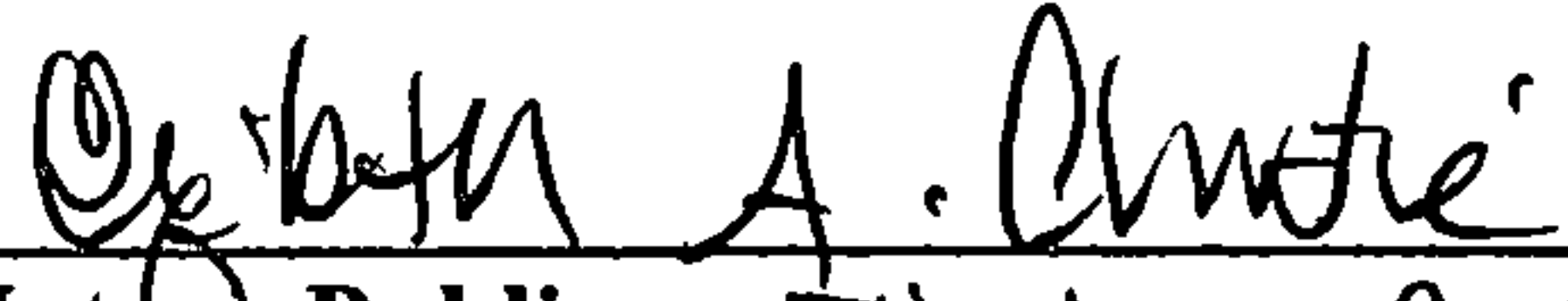
Name: Elisabeth Thornton

Date: 12/11/18

STATE OF South Carolina
COUNTY OF Edgefield (19)

I, , the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Doug Saunders, whose name as Co-Founder of Heritage Preservation Trust, Inc., a South Carolina nonprofit corporation, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(Notary Seal)



Notary Public: Elizabeth A. Christie

Date: 12/11/18

My Commission Expires: May 13, 2024



20181214000438050 28/32 \$108.00
Shelby Cnty Judge of Probate, AL
12/14/2018 02:36:07 PM FILED/CERT

SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B: BASELINE DOCUMENTATION REPORT

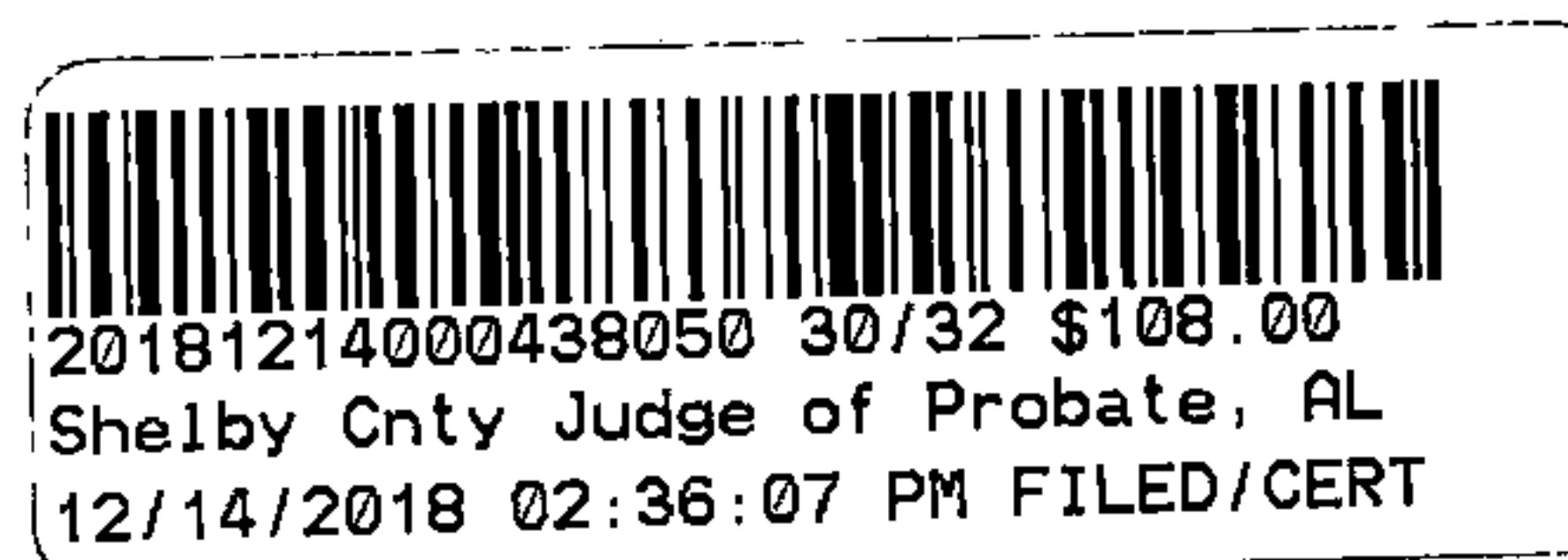


20181214000438050 29/32 \$108.00
Shelby Cnty Judge of Probate, AL
12/14/2018 02:36:07 PM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

I, Christopher M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a 4" x 4" concrete monument in place being the Northwest corner of Section 2, Township 20 South, Range 2 East and also being the Southwest corner of Section 35, Township 19 South, Range 2 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00° 24' 21" West along the West boundary of said Section 35 for a distance of 378.27 feet to a ½" rebar in place, said point being located on the Southwesterly right-of-way of U. S. Highway 280; thence proceed South 52° 59' 10" East along the right-of-way of said highway for a distance of 618.70 feet to a ½" rebar in place being its point of intersection with the South boundary of said Section 35; thence continue South 52° 59' 10" East along the right-of-way of said highway for a distance of 1859.98 feet to a 6" x 6" concrete monument; thence proceed South 36° 49' 23" West for a distance of 419.84 feet to a ½" rebar in place; thence proceed South 52° 29' 33" East for a distance of 553.75 feet to a 1/2" rebar in place; thence proceed South 01° 24' 24" West for a distance of 546.98 feet to a 5/8" capped rebar (PLS #23006); thence proceed North 85° 06' 43" West for a distance of 81.46 feet to a 5/8" capped rebar (PLS #23006); thence proceed South 04° 15' 04" West for a distance of 204.98 feet 5/8" capped rebar (PLS #23006); thence proceed South 89° 02' 24" West for a distance of 717.83 feet to a 5/8" rebar in place, said point being located on the East boundary of the Southwest one-fourth of the Northwest one-fourth of said Section 2; thence proceed South 00° 09' 17" East along the East boundary of said Southwest one-fourth of the Northwest one-fourth and along the East boundary of the Northwest one-fourth of the Southwest one-fourth for a distance of 333.31 feet (set ½" rebar); thence proceed South 89° 50' 07" West for a distance of 1316.58 feet to a ½" rebar in place; thence proceed North 00° 50' 38" West along the West boundary of said quarter-quarter section for a distance of 150.14 feet to a ½" rebar in place thence proceed North 00° 53' 21" West along the West boundary of said quarter-quarter section for a distance of 105.84 feet to a ½ rebar in place being the Southwest corner of the Southwest one-fourth of the Northwest one-fourth; thence proceed North 00° 48' 39" West along the West boundary of said Southwest one-fourth of the Northwest one-fourth for a distance of 1294.70 feet to a 1" rebar in place being the Southwest corner of the Northwest one-fourth of the Northwest one-fourth of said Section 2; thence proceed North 00° 02' 59" East along the West boundary of said Northwest one-fourth of the Northwest one-fourth for a distance of 1330.00 feet to the point of beginning. The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 35, Township 19 South, Range 2 East and the Northwest one-fourth and the Northwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama and contains 110.0 acres.

According to my survey this the 14th day of December, 2016.



Christopher M. Ray, Ala. Reg. No. 26017
Ray and Gilliland, P. C., Ala. Board Cert. No. CA-0114-LS

Note: No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and /or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city.

Underground portions of foundations and footings and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewer or flip manhole covers.

This survey is not transferable and may only be used by the person/company that pays for it at time of survey.

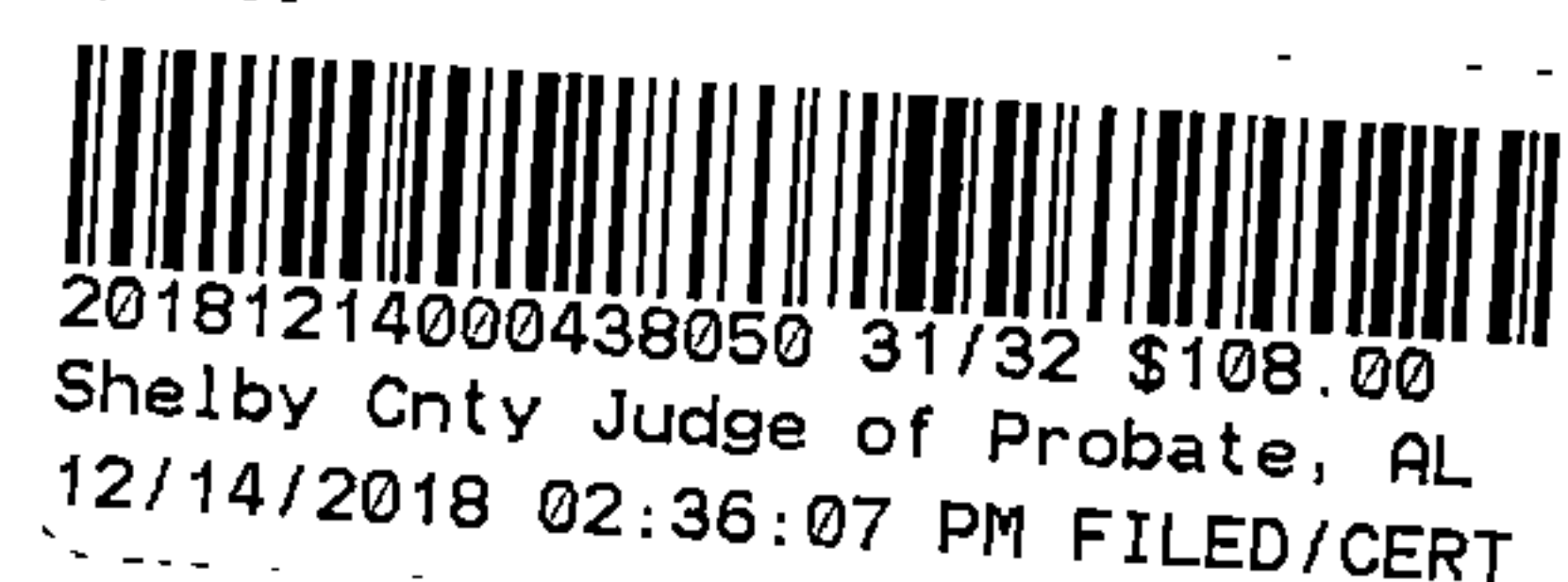


EXHIBIT "B"

BASELINE DOCUMENTATION REPORT

[The entire Baseline Documentation Report is incorporated herein completely by this reference for all purposes, but not recorded herewith due to its length. A complete copy of which is on file at the offices of Grantee]

