

This Instrument was prepared by:

Lee Sheppard, Esq.
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
Telephone: (205) 254-1000

Upon recording return to:

Resource Management Service LLC
31 Inverness Center Parkway, Suite 200
Birmingham, Alabama 35242
Attn: Stephanie Coffee
Telephone: (800) 995-9516

Send Tax Notices to:

Resource Management Service LLC
31 Inverness Center Parkway, Suite 200
Birmingham, Alabama 35242
Attn: Accounting Dept.

GENERAL WARRANTY DEED

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

THIS GENERAL WARRANTY DEED (this “**Deed**”), made as of the 1st day of August, 2024, between **VIESSMANN GENERATIONAL INVESTMENTS GMBH**, a German company, the address of which is c/o Resource Management Service LLC, 31 Inverness Center Parkway, Suite 200 Birmingham, Alabama 35242 (“**Grantor**”), and **VGI FOREST CLAIRMONT SPRINGS, LLC**, an Alabama limited liability company, the address of which is c/o Resource Management Service LLC, 31 Inverness Center Parkway, Suite 200 Birmingham, Alabama 35242 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of the Property (as defined below) pursuant and subject to that certain Statutory Warranty Deed between Southern Pine Plantations of Georgia, Inc., a Georgia corporation, as grantor, and Grantor, as grantee, dated as of the date hereof and recorded in the Probate Office of the county first mentioned above (“**Grantor’s Vesting Deed**”); and

WHEREAS, the transactions described in this Deed shall be deemed to have occurred immediately after the transactions described in Grantor’s Vesting Deed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in that certain Contribution Agreement dated as of the date hereof, by and between Grantor and Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the Grantee, the real property located in the County of Shelby, Alabama, as described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the “**Land**”), together with (i) all buildings thereon, (ii) all roads, bridges and other improvements and fixtures thereon, (iii) all timber growing, standing or lying thereon, and (iv) all other privileges, appurtenances, easements and other rights appertaining thereto (collectively, the Land and items (i) through (iv), the “**Property**”).

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns, forever **IN FEE SIMPLE**.

This conveyance of the Property and the warranty of title set forth herein are made subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference for all purposes (collectively, the “**Permitted Encumbrances**”).

Grantor, for Grantor and its successors and assigns, covenants with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of said Property; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor, and its successors and assigns, shall warrant and defend the same to Grantee, and its successors and assigns, forever against the lawful claims and demands of all persons.

For the same consideration, Grantor does hereby REMISE, RELEASE, QUITCLAIM, and CONVEY, without any warranty whatsoever, either express or implied, and without recourse against Grantor, unto the said Grantee all of Grantor’s rights, title and interest, if any, in and to (i) all surface and subsurface minerals and mineral rights owned by Grantor, including all oil, gas and other liquid or gaseous hydrocarbons, including coal seam and coal bed methane gas, if any, (ii) geothermal resources, including geothermal steam and heat, all carbon sequestration rights, agricultural rights, and ancillary rights and economic benefits concerning environmental or ecosystem services and all rights to development, air, riparian, groundwater, water stock and biomass owned by Grantor, if any, and (iii) all accretions and other additions of land adjacent to any body of water by natural causes (collectively, items (i) through (iii), the “**Quitclaim Property**”). Grantee acknowledges that Grantor makes no representation or warranty whatsoever as to Grantor’s ownership or lack of ownership of any such Quitclaim Property rights.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor’s Name and Mailing Address:

Viessmann Generational Investments GMBH
c/o Resource Management Service LLC
31 Inverness Center Parkway, Suite 200
Birmingham, Alabama 35242
Attention: Stephanie Coffee

Grantee’s Name and Mailing Address:

VGI Forest Clairmont Springs, LLC
c/o Resource Management Service LLC
31 Inverness Center Parkway, Suite 200
Birmingham, Alabama 35242
Attention: Stephanie Coffee

Property Address: See Exhibit A

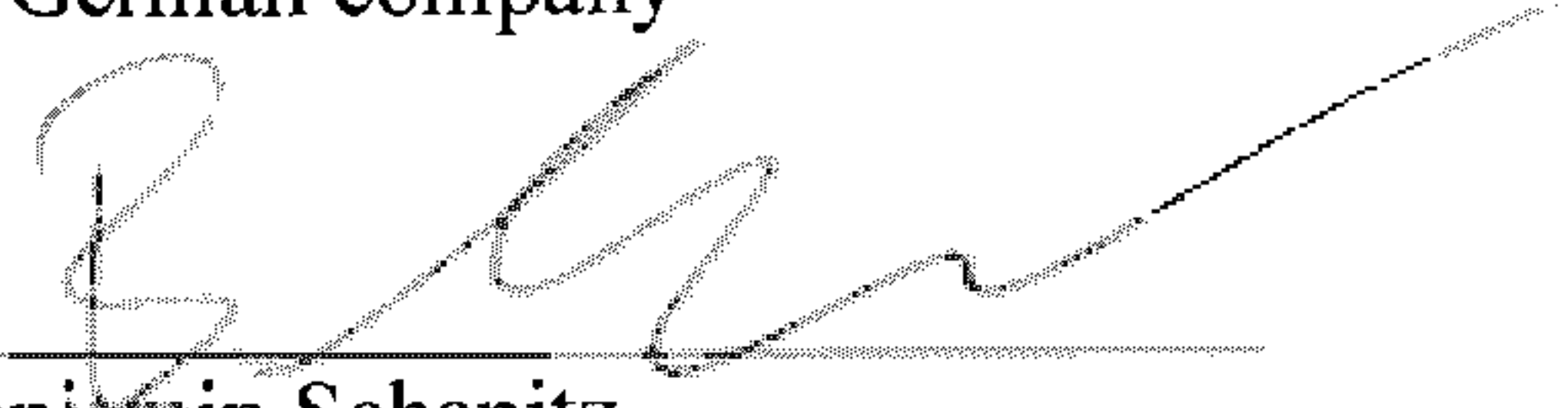
Value: \$2,827,768.00

The Value of the Property can be verified by the closing statement.

[signature page to follow]

IN WITNESS WHEREOF, Grantor has caused its duly authorized signatory to execute this Deed on the date of the acknowledgement of Grantor's signature below, to be effective as of the 1 day of August, 2024.


VIESSMANN GENERATIONAL INVESTMENTS GMBH, a German company

By: 
Name: Benjamin Schapitz
Title: Head of Generational Investments

STATE OF ALABAMA)
) ss
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Benjamin Schapitz, whose name as Head of Generational Investments of **VIESSMANN GENERATIONAL INVESTMENTS GMBH**, a German company, whose name is signed to the foregoing as a remotely notarized instrument, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on this 24th day of July, 2024.


Notary Public

My commission expires: 7/25/26

[Notary Seal]

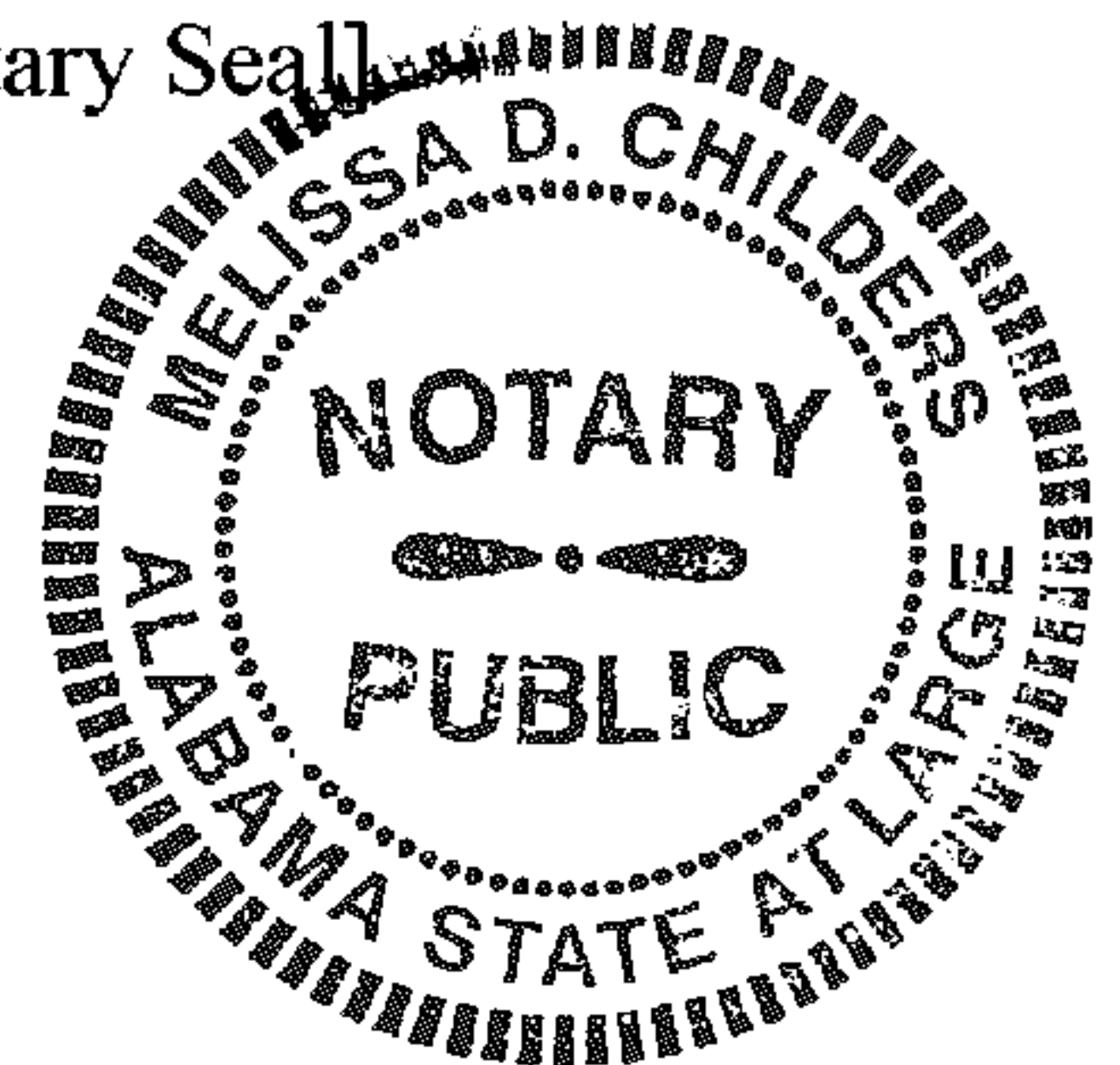


Exhibit A**Description of Property**

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

Parcel 1 (For Information Only: Tax Parcel 05 5 21 0 000 002.000)

Section 21, Township 18 South, Range 2 East

Southeast $\frac{1}{4}$

South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$

Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$

Parcel 2 (For Information Only: Tax Parcel 05 5 22 0 000 001.000)

Section 22, Township 18 South, Range 2 East

South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Northwest $\frac{1}{4}$

North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$

Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

Northwest diagonal $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

Parcel 3 (For Information Only: Tax Parcel 05 6 23 0 000 003.000)

Section 23, Township 18 South, Range 2 East

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, described as follows: Beginning at the northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, 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.

Section 23, Township 18 South, Range 2 East

A part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, described as follows:

Beginning at the NW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 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 $\frac{3}{4}$ inch pipe at the N.W. corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 23; thence continue along said course a distance of 122.68 feet to a $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ inch rebar; thence turn 00 deg. 20 min. 57 sec. right and run 225.83 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 32 deg. 57 min. 17 sec. right and run 106.33 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 17 deg. 22 min. 42 sec. right and run 394.78 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 11 deg. 20 min. 14 sec. right and run 140.25 feet along a white painted line to a $\frac{1}{2}$ inch crimped pipe; thence turn 18 deg. 30 min. 54 sec. right and run 180.83 feet along a white painted line to a $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ of NW $\frac{1}{4}$ 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.

Parcel 4 (For Information Only: Tax Parcel 05 8 27 0 000 005.000)

Section 27, Township 18 South, Range 2 East

West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$

Thirteen acres off of the West side of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27

Parcel 5 (For Information Only: Tax Parcel 05 8 28 0 000 001.000)

Section 28, Township 18 South, Range 2 East

Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

All of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ 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 $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said Section 28.

West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$

Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$

Exhibit B**Permitted Exceptions**

- A. Restrictions on the ability of Grantee to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other law;
- B. To the extent a tract included in the Property is bounded or traversed by a river, stream, branch or lake:
 - 1. the rights of upper and lower riparian owners and the rights of others to navigate such river or stream;
 - 2. the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes;
 - 3. any claim of lack of title to the Property formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and
 - 4. any portion of the Property which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by law;
- C. To the extent any portion of the Property is bounded or traversed by a public road or maintained right of way, the rights of others (whether owned in fee or by easement) in and to any portion of the Property that lies within such road or maintained right of way;
- D. Railroad tracks and related facilities, if any (whether owned in fee or by easement), and related railroad easements or railroad rights of way, if any, traversing the Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith;
- E. Any restriction on the use of the Property due to environmental laws;
- F. All ad valorem property or other taxes (other than income taxes) not yet due and payable and all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority, including any additional or supplemental taxes that may result from a reassessment of the Property, and any potential roll-back or greenbelt type taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable law;
- G. Liens for taxes not yet due and payable;
- H. Easements, discrepancies or conflicts in boundary lines, shortages in area, vacancies, excesses, encroachments or any other facts that a current and accurate survey of the Property would disclose;
- I. All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any oil, gas, other minerals or other substances in, on or under the Property;
- J. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Property;

- K. Rights of others under any leases, contracts and other agreements assigned by Grantor and assumed by Grantee pursuant to one or more assignment and assumption agreements of even date herewith;
- L. Any easement, covenant, use restriction, zoning restriction, boundary line dispute, encroachment or other third-party right affecting any of the Property not described in items (A) through (K) above and which, individually or in the aggregate, would not have a material adverse effect on the use and enjoyment by Grantee of the Property for commercially growing and harvesting timber.

And the following specific exceptions:

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including the mineral rights set out in Inst. # 2000-04451, in Probate Office. Said deed having been corrected by that certain Corrective Statutory Warranty Deed recorded as Inst. #2001-21744, in the Probate Office of Shelby County, Alabama.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservation of such interests that are not listed.

2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as set out in Deed Book 153 page 169, Deed Book 179 page 456, and Deed Book 184, page 217, in the Probate Office.

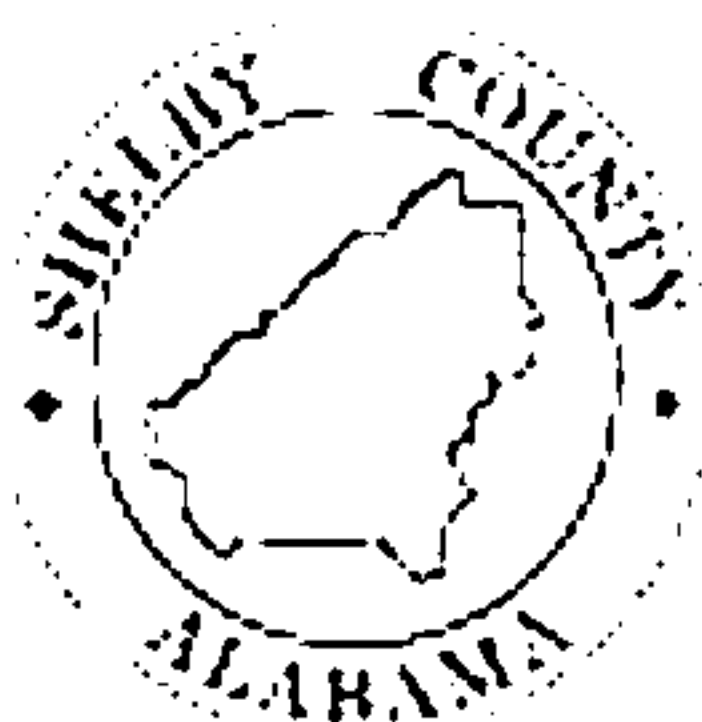
This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservation of such interests that are not listed.

The Following Matters Affect Township 18 South, Range 2 East:

3. Transmission Line Permit to Alabama Power Company as set out in Deed Book 150 page 352 in the Probate Office. (N 1/2 of NW 1/4 of NW 1/4, 27-18-2E)
4. Right of way granted to Shelby County as set out in Deed Book 226 page 54 in the Probate Office. (NW 1/4, 23-18S-2E)
5. Transmission Line Permit to Alabama Power Company as set out in Deed Book 129 pages 306 and 308, in the Probate Office.

The Following Matters Affect Township 22 South, Range 4 West:

6. Grant of Easement from Clairmont Springs to Hawaii ERS Timberland, dated June 25, 2024, and recorded in Instrument 20240724000228340, Shelby County records.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/13/2024 01:56:42 PM
 \$2868.00 BRITTANI
 20240813000253190

Allen S. Bayl