

DEED BOOK 550 PAGE 445

Taylor, Odachowski,
Schmidt & Crossland, L.L.C.
300 Oak Street
St. Simons Island, Georgia 31522

State of Georgia
McIntosh County
I hereby certify that this instrument was filed
for record in the Clerk of Superior Court office
of McIntosh County on the 28 day
of April 2011 at
10:53 AM PM and recorded in Deed
Book 550 Page 445 on file 28
day of April 2011
Mariam C. Cohen
Deputy Clerk

2011 APR 28 AM 10:53
CLERK OF COURTS

Space Above This Line For Recorder's Use

Return To:
Attn: G. Boone Smith IV
Smith, Hawkins, Hollingsworth & Reeves, LLP
PO Box 6495
Macon, Georgia 31208-6495

STATE OF GEORGIA
COUNTY OF MCINTOSH

GOLDEN ISLES OUTDOOR, LLC
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 30th day of Dec., 2010, by and between FIRE HOUSE 66, INC., a Georgia Corporation ("Grantor"), and GOLDEN ISLES OUTDOOR, LLC, a Georgia limited liability company ("Grantee").

WHEREAS, Grantor is the owner of real property more particularly shown on Exhibit "A" attached to this Agreement (the "Property"); and is the owner of the fee simple title subject to a Deed to Secure Debt held by the Bank of the Ozarks to land lying in 1480th G.M. District of McIntosh County, Georgia, as described in the Deed dated May 16, 2007, recorded in Deed Book 477, Page 317, in the Office of the Clerk of the Superior Court of McIntosh County.

WHEREAS, Grantor and Grantee desire to establish easements over, under, across and through a portion of the Property which easement area is more particularly described on Exhibit "B" attached to this Agreement (the "Easement Area").

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. **Sign Easement.** It expressly understood that Grantee shall forever be permitted to erect and maintain three billboard poles each with an approximately 12' x 50' billboard sign (dimensions vary) attached and so located on the parcel described on Exhibit "B" (hereinafter "pole"). Said pole and the facings situated thereon shall be used for purposes of advertising on the above-referenced property.
2. **Ownership of Sign by Grantee.** Grantee shall have and retain all title and ownership of each

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pole, sign, facing and other attachments to the Easement including, without limitation, each structure, base, foundation and supporting members and all associated fixtures, equipment and appurtenances. At any time, Grantee shall be permitted to remove any of the billboards and the above-described attachments, and in doing so, shall only be responsible for cutting the sign support post, monopole and/or pylon at approximately the ground surface level, and filling the remaining subsurface portion with dirt or other -fill material that may be deemed proper by Grantee.

3. **Right to Lease Income.** Grantee shall have and retain the right to all rent, revenue, income and profits of or related to each pole and the attachments thereon, or the rental, licensing and leasing thereof.

4. **Maintenance Easement.** Grantee shall have and retain a non-exclusive twenty foot (20') easement being twenty foot (20') in width, widening at each sign location as shown on Exhibit "B" of Grantor to operate and maintain each sign and to use the easement to place and maintain equipment and apparatus related to the sign, including but not limited to electrical and control equipment and communications and telecommunications equipment which may from time to time be located on each sign or within the easement.

5. **Utilities Easement.** Grantee shall have and retain a perpetual easement to allow for the installation and maintenance of a line along the twenty foot (20') easement within or adjacent to the Shop and/or Tram Road entrance of Grantor and then up the twenty foot (20') easement along the Interstate 95 (I-95) boundary as described by Grantor to provide electric service to the sign. The easement for electric lines in this paragraph carries with it the right to use portions of the land to maintain, repair and replace it.

6. **Non-Obstruction.** Grantor covenants not to do any act which in any way obstructs the visibility of the sign in light of the purposes as contemplated herein. Upon five (5) days notice to Grantor, Grantee shall have and retain a perpetual easement to travel upon property of Grantor to trim, cut or remove any trees, vegetation or any other structures, which, in any manner, or to any degree, obstruct the visibility of the sign to motorists traveling on Interstate 95. This covenant includes all structures, trees or items obstructing visibility of any of the three (3) sign structures, whether erected by Grantor or any other party unrelated to this Agreement. In the event there is no response to the provided notice, whether the notice is provided through electronic transmission or other reasonable form of transmission recognized under Georgia law, within five (5) days from expected receipt of same by Grantor, then Grantee may proceed with the removal of the obstruction.

7. **Transferability.** Grantee shall have the full right and authority from time to time to lease, sell, assign, transfer, grant easements and convey to others, the estates, title, interests, rights, and privileges granted or declared in this Agreement, in whole or in part, without the prior consent of Grantor or any other party.

8. **Title.** Grantor represents and warrants that Grantor has good, marketable insurable title to the Property subject to a Deed to Secure Debt currently held by the Bank of the Ozarks. Grantee, and its successors and assigns, shall have and hold the Easement and the Easement Area in perpetuity.

9. **Governing Law.** This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia in which the Property is located.

10. **Binding Effect.** This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. **Entire Agreement; Other Easements.** This Agreement supercedes all prior discussions and agreements between the parties and contains the entire agreement between the parties with respect to the Easement and the other matters described herein. In the event Grantee currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this Agreement shall be cumulative; provided however, in the event of any conflict between the terms of this Agreement and the terms of any other easements, the terms of this Agreement shall apply.

12. **Severability.** If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

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- 13. **Running with the Land.** The provisions of this Agreement shall run with and bind the Property and shall be and remain in effect perpetually.
- 14. **Enforcement.** Grantee shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement.
- 15. **Headings.** The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of this Agreement.
- 16. **Counterparts.** This Agreement may be executed in several counterparts, each of, which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 17. **Construction.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared or drafted such provision.
- 18. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.
- 19. **Authority.** The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

TO HAVE AND HOLD, the rights, privileges and duties set out herein.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the day and year first above written.

Signed, sealed and delivered in the presence

FIRE HOUSE 66, INC.

*Tyrone V Hubbard
by Donald Nelson*

By: *Via Power of Attorney (L.S.)*
Tyrone V. Hubbard, President

Official Witness

Notary Public

My Commission Expires:

G. BOONE SMITH, IV
Notary Public
State of Georgia
My Commission Expires March 5, 2011

(Corp Seal)



Signed, sealed and delivered in the presence

GOLDEN ISLES OUTDOOR, LLC

By: *[Signature]* (L.S.)

John E. Renfro, Manager

By: *[Signature]* (L.S.)

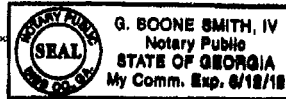
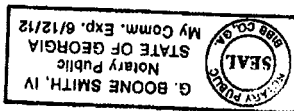
Marcus Ben Jones, Manager

Unofficial Witness

Notary Public

My Commission Expires:

AS to John E. Renfro



Signed, sealed and delivered

in the presence of:

[Signature]

[Signature]

Notary Public

My Commission Expires:

AS to Marcus Ben Jones

DEED BOOK 550 PAGE 448**EXHIBIT "A"****DESCRIPTION OF THE PROPERTY, EASEMENT AREA**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate, lying and being in the 1480th G.M. District, McIntosh County, Georgia, containing 87.145 acres, and being shown on that certain map of plat of survey prepared by Craig R. Bargstadt, Georgia RLS Number 2934, under date of May, 16, 2007, and recorded in the Office of Clerk of Superior Court of McIntosh County, Georgia in Plat Cabinet 1, Slide 288J. Reference is hereby made to said map or plat for purposes of description.)

DEED BOOK 550 PAGE 450

State of Georgia
 McIntosh County
 I hereby certify that this instrument was filed
 for record in the Clerk of Superior Court office
 of McIntosh County on the 28 day
 of April 2011 at
10:58 AM PM and recorded in Deed
 Book 550 Page 450 on the 28
 day of April 2011
Amanda M. Cathers
 Deputy Clerk

2011 APR 28 AM 10:53
 CLERK OF COURTS
 FILED IN OFFICE
 MCINTOSH COUNTY GEORGIA

This instrument prepared by and after
recording is to be returned to:

G. Boone Smith, IV
Smith, Hawkins, Hollingsworth & Reeves
P. O. Box 6495
Macon, Georgia 31208-6495

Taylor, Odachowski,
Schmidt & Crossland, L.L.C.
300 Oak Street
St. Simons Island, Georgia 31522

RE: Easements dated December 30, 2010
between Fire House 66, Inc. and Golden Isles
Outdoor, LLC per Deed Book 550, Page
445, Clerk's Office, McIntosh County
Superior Court.

ASSIGNMENT

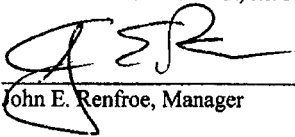
FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable
consideration payable to Golden Isles Outdoor, LLC by A.P.E. Holdings, LLC, Golden Isles
Outdoor, LLC does hereby transfer and assign, without recourse, to A.P.E. Holdings, LLC, its
entire interest in the Easements from Fire House 66, Inc. in favor of Golden Isles Outdoor, LLC,
recorded simultaneously with this document, in the Clerk's Office, McIntosh County Superior
Court.

This 25th day of March, 2011.

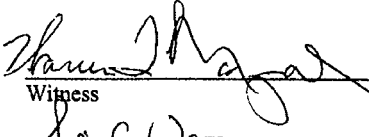
(See following page for signatures)

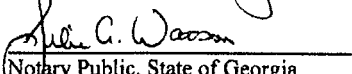
DEED BOOK 550 PAGE 451

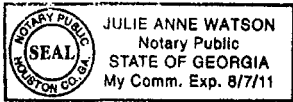
GOLDEN ISLES OUTDOOR, LLC

By:  (Seal)
John E. Renfro, Manager

Sworn to and subscribed before me
this 25 day of MARCH, 2011.


Witness


Notary Public, State of Georgia
My Commission Expires:



H:\Files\GBSIV\Renfro Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Assignment of Easement.doc

AFTER RECORDING, RETURN TO:
G. Boone Smith, IV
Smith, Hawkins, Hollingsworth & Reeves, LLP
P. O. Box 6495
Macon, Georgia 31208

State of Georgia
McIntosh County

DEED BOOK 550 PAGE 452

I hereby certify that this instrument was filed
for record in the Clerk of Superior Court office
of McIntosh County on the 28 day
of April 2011 at
10:55 AM PM and recorded in Deed
Book 550 Page 452 on the 28
day of April 2011
Amanda M. Gathen
Deputy Clerk

Amanda M. Gathen
CLERK OF COURTS

2011 APR 28 AM 10:53

MCINTOSH COUNTY, GEORGIA
FILED IN OFFICE

STATE OF GEORGIA,
COUNTY OF MCINTOSH

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL made and entered into this 30th day of December, 2010, by and between **FIRE HOUSE 66, INC.**, of McIntosh County, Georgia (hereinafter referred to as "Grantor"), and **GOLDEN ISLES OUTDOOR, LLC**, a Company organized under the laws of the State of Georgia, with an office located in Henry County, Georgia, (hereinafter referred to as "Grantee")

WITNESSETH:

Whereas, the Grantor is the present owner, subject to a Deed to Secure Debt held by the Bank of the Ozarks, of property lying in 1480th G.M. District of McIntosh County, Georgia as described in the Deed dated May 16, 2007, recorded in Deed Book 477, page 137, in the Office of the Clerk of Superior Court of McIntosh County said description attached as Exhibit "A"; and

Whereas, Grantor has granted Grantee a right of first refusal to acquire any future billboard easements related to property described in Exhibit "A".

THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable considerations acknowledged and accepted by both parties they hereby state the following:

Grantor has granted unto Grantee a right of first refusal to purchase any perpetual easement for billboards on the property described in Exhibit "A" or on contiguous or adjacent property now owned or subsequently acquired by Grantor and offered as a perpetual easement for billboards from Grantor for the purchase price equal to any bonafide offer to purchase the

H:\Files\GBSIV\Renfro Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Memorandum of Right of First Refusal.doc

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easement made to Grantor by any third party for the next twenty-five (25) years from the date of this agreement. In this matter, should Grantor receive an offer to purchase the subject premises, and it desires to sell same for said offered price, then Grantor shall notify Grantee of said offer, in writing, and Grantee shall have fourteen (14) days from the date said notice was received by Grantee to inform Grantor that he desires to purchase the property at the said offered purchase price.

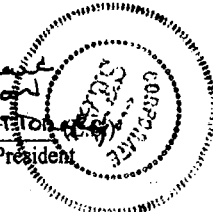
IN WITNESS WHEREOF, the parties have each placed their respective hands and seals hereon the day and year first above written.

(Corporate Seal)

FIRE HOUSE 66, INC.

Tyrone V Hubbard
by *Donald Nelson*

By: VIA POWER OF ATTORNEY
Tyrone V. Hubbard, President



Signed, sealed and delivered in the presence of:
[Signature]
Witness
[Signature]
Notary Public
My Commission Expires 6/12/12

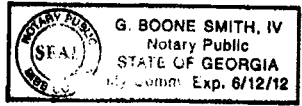
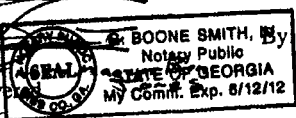
GOLDEN ISLES OUTDOOR, LLC

By: *[Signature]* (L.S.)
John E. Renfro, Manager

[Signature] (L.S.)
Marcus Ben Jones, Manager

Signed, sealed and delivered in the presence of:

Witness
[Signature]
Notary Public
Signed, sealed and delivered in the presence of:
[Signature]
Witness
[Signature]
Notary Public
[Signature]



H:\Files\GBSIV\Renfro Outdoor Advertising\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Memorandum of Right of First Refusal.doc

DEED BOOK 550 PAGE 464

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY, EASEMENT AREA

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate, lying and being in the 1480th G.M. District, McIntosh County, Georgia, containing 87.145 acres, and being shown on that certain map of plat of survey prepared by Craig R. Bargstadt, Georgia RLS Number 2934, under date of May, 16, 2007, and recorded in the Office of Clerk of Superior Court of McIntosh County, Georgia in Plat Cabinet 1, Slide 288J. Reference is hereby made to said map or plat for purposes of description.)

H:\Plex-GBSIV\Renfro Outdoor Advtmng\Golden Isles Outdoor, LLC\Purchase of Easement from Firehouse\Memorandum of Right of First Refusal.doc

DEED BOOK 550 PAGE 445

State of Georgia
 McIntosh County
 I hereby certify that this instrument was filed
 for record in the Clerk of Superior Court office
 of McIntosh County on the 28 day
 of April 2011 at
10:53 AM PM and recorded in Deed
 Book 550 Page 445 on the 28
 day of April 2011
Amanda M. Cathen
 Deputy Clerk

MCINTOSH COUNTY, GEORGIA
 FILED IN OFFICE
 2011 APR 28 AM 10:53
Amanda M. Cathen
 CLERK OF COURTS

Subordination Agreement

After recording, return to:
 Taylor, Odachowski, Schmidt & Crossland, LLC
 300 Oak Street, Suite 200
 St. Simons Island, Georgia 31522

Cross Reference To: DEED BOOK 477, PAGE 321;
 RECORDS OF MCINTOSH
 COUNTY, GEORGIA

The undersigned is the holder and owner of that certain deed to secure debt dated May 29, 2007, between Firehouse 66, Inc. (as grantor therein) and Woodlands Bank, the undersigned Bank of the Ozarks is successor in interest to, and assignee of, the Federal Deposit Insurance Corporation as Receiver for Woodlands Bank by assignment dated September 24, 2010, recorded at Deed Book 540, Page 223, McIntosh County records as grantee therein, said deed to secure debt recorded in Deed Book 477, beginning at Page 321, Records of McIntosh County, Georgia (the "Security Deed"), affecting certain property located in McIntosh County, Georgia (the "Property"), the Property being more particularly described on Exhibit "A" attached thereto.

The undersigned agrees that the Security Deed shall be and is hereby made subordinate to that certain Easement Agreement dated December 30, 2010, between Firehouse 66, Inc. as grantor and Golden Isles Outdoor, LLC as grantee, conveying an easement interest in that portion of the Property described therein, a copy of said description being attached hereto as Exhibit A; said agreement now or hereafter to be recorded in the Records of McIntosh County, Georgia (the "Easement Agreement").

THEREFORE, in consideration of Ten Dollars (\$10.00), and other valuable consideration, in hand paid to the undersigned, the undersigned hereby subordinates and makes subject all right, title or interest of the undersigned under the Security Deed, or otherwise, in and to said easement rights as against the owner of the easement rights. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of

DEED BOOK 550 PAGE 456

the Easement and the successors and assigns thereof and of any purchaser at any foreclosure sale thereunder and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 18 day of March 2011.

Signed, sealed and delivered
in the presence of:

Bank of the Ozarks, as successor in interest to,
and assignee of, the Federal Deposit Insurance
Corporation as Receiver for Woodlands Bank

Brittany Clardy
Unofficial Witness

By: [Signature]
Its: T-Hex Vaughn, Executive Vice President

Lisa Woodard
Notary Public
My Commission Expires:

Attest: [Signature]
Its: Tim D. Hicks, SVP - Corporate Finance



Signed, sealed and delivered
in the presence of:

Firehouse 66, Inc.

Unofficial Witness

By: _____
Its: _____

Notary Public
My Commission Expires:

Attest: _____
Its: _____

DEED BOOK 550 PAGE 457

the Basement and the successors and assigns thereof and of any purchaser at any foreclosure sale thereunder and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 18 day of March 2011.

Signed, sealed and delivered in the presence of:

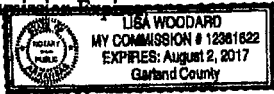
Bank of the Ozarks, as successor in interest to, and assignee of, the Federal Deposit Insurance Corporation as Receiver for Woodlands Bank

Brittney Clardy
Unofficial Witness

By: [Signature]
Its: Title Vault, Executive Vice President

Lisa Woodard
Notary Public
My Commission Expires:

Attest: [Signature]
Its: Tim D. Hicks, SVP - Corporate Finance



Signed, sealed and delivered in the presence of:

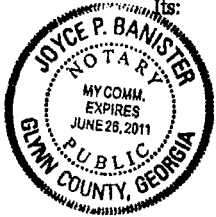
Firehouse 66, Inc.

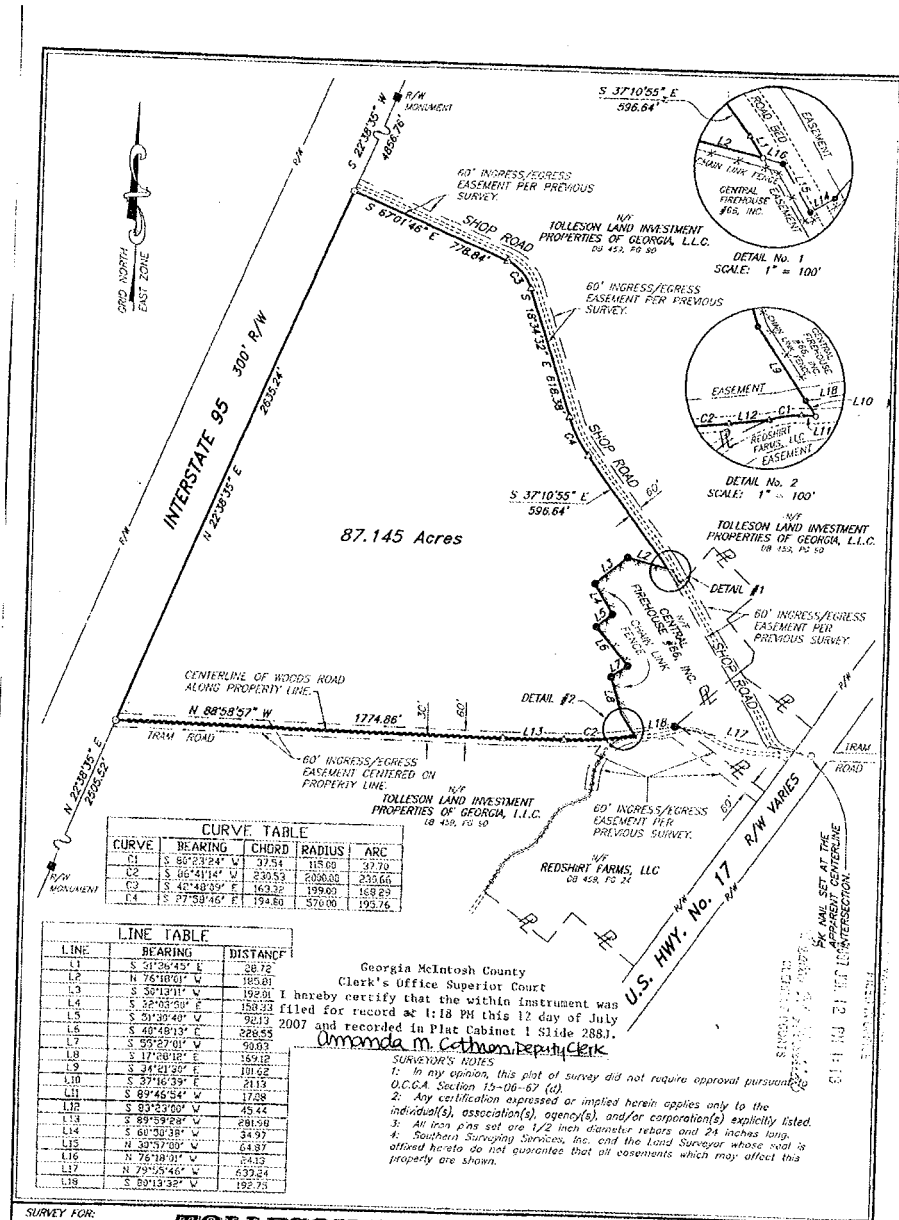
[Signature]
Unofficial Witness

By: [Signature]
Its: _____

Joyce P. Banister
Notary Public
My Commission Expires:

Attest: _____
Its: _____





CURVE TABLE

| CURVE | BEARING | CHORD | RADIUS | ARC |
|-------|---------------|--------|---------|--------|
| C1 | S 60°22'24" W | 37.54 | 115.00 | 37.70 |
| C2 | S 66°41'14" W | 230.53 | 2000.00 | 233.66 |
| C3 | S 40°40'35" E | 163.27 | 1996.00 | 169.23 |
| C4 | S 77°58'46" E | 194.89 | 370.00 | 193.76 |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 01°28'43" E | 28.72 |
| L2 | N 76°18'01" W | 185.81 |
| L3 | S 30°12'11" W | 192.91 |
| L4 | S 32°03'09" E | 158.33 |
| L5 | S 31°39'40" W | 92.13 |
| L6 | S 40°40'35" E | 226.85 |
| L7 | S 99°27'01" W | 9.03 |
| L8 | S 17°00'12" E | 159.12 |
| L9 | S 34°41'39" E | 10.62 |
| L10 | S 37°16'39" E | 21.13 |
| L11 | S 89°45'24" W | 17.28 |
| L12 | S 83°22'00" W | 45.42 |
| L13 | S 89°59'28" W | 281.50 |
| L14 | S 60°30'38" W | 34.97 |
| L15 | N 30°57'00" W | 64.87 |
| L16 | N 76°18'01" W | 74.35 |
| L17 | N 79°45'46" E | 63.24 |
| L18 | S 89°13'32" W | 192.73 |

Georgia McIntosh County
 Clerk's Office Superior Court
 I hereby certify that the within instrument was
 filed for record at 1:18 PM this 12 day of July
 2007 and recorded in Plat Cabinet 1 S11de 288J.
 Amanda M. Cethon, Deputy Clerk

SURVEYOR'S NOTES
 1. In my opinion, this plot of survey did not require approval pursuant to
 O.C.G.A. Section 15-106-67 (c).
 2. Any certification expressed or implied herein applies only to the
 individual(s), association(s), agency(ies), and/or corporation(s) explicitly listed.
 3. All iron pins set are 1/2 inch diameter rebar and 24 inches long.
 4. Southern Surveying Services, Inc. and the Land Surveyor whose seal is
 affixed hereto do not guarantee that all easements which may affect this
 property are shown.

SURVEY FOR:

TOLLESON LAND INVESTMENT PROPERTIES OF GEORGIA, L.L.C.

| | | | | |
|-------------|------------------|-------|----------------|-------------------------|
| G.M.D. 1480 | COUNTY: MCINTOSH | CITY: | STATE: GEORGIA | PLAT DATE: MAY 16, 2007 |
|-------------|------------------|-------|----------------|-------------------------|

PAUL S. EUCHELE
Georgia R.L.S. No. 2633

JEFF CHITMAN

CRAIG BARSTADT
Georgia R.L.S. No. 2934

400' 0 400'

SCALE: 1" = 400'

Southern Surveying SERVICES

INSTRUMENT: GTS-211D
 FIELD CLOSURE: 1/24,200
 ANGLE CLOSURE: 03" ANGLE
 ADJUSTMENT: COMPASS
 PLAT CLOSURE: 1/431,246
 SURVEY DATE: MAY 2007
 REFERENCE JOB: 07081

IRON PIN/Pipe FOUND ○
 IRON PIN SET ○
 CONC. MONUMENT FOUND □
 CONC. MONUMENT SET □
 NO CORNER FOUND/SET △

JOB NUMBER: 07081A



DEED BOOK 477 PAGE 317

McIntosh County, Georgia
Real Estate Transfer Tax
Paid \$ 501.10
Date July 12, 2007
Amanda M. Cathron
Deputy Clerk of Superior Court

Return To:
Donald O. Nelson
Rt. 3 Box 3147-A
Townsend, Ga. 31331

STATE OF GEORGIA

COUNTY OF MCINTOSH

State of Georgia
McIntosh County
I hereby certify that this instrument was filed
for record in the Clerk of Superior Court office
of McIntosh County on the 12 day
of July 2007 at
1:18 AM and recorded in 2007
Book 477 Page 317 on the 12
day of July 2007
Amanda M. Cathron
Deputy Clerk

2007 JUL 12 PM 1:18
FIELD OFFICE
CLERK OF COURTS

LIMITED WARRANTY DEED

THIS INDENTURE, made the 29th day of May, in the year Two Thousand and Seven, between **TOLLESON LAND INVESTMENT PROPERTIES OF GEORGIA, L.L.C.,** incorporated in the state of Delaware, as party of the first part hereinafter called "Grantor", and **FIRE HOUSE 66, INC.,** a Georgia Corporation, of the County of McIntosh, State of Georgia, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor for and in consideration of the sum of \$10.00 (Ten Dollars) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate (the "Property"), lying and being in the 1480th G.M. District, McIntosh County, Georgia, containing 87.145 acres, and being shown on that certain map of plat of survey prepared by Craig R. Bargstadt, Georgia Registered Land Surveyor No. 2934, under

ATL#37370.2

DEED BOOK 477 PAGE 318

date of May 16, 2007, and recorded in Plat Cabinet 1, Slide ~~288J~~, in the Office of Clerk of Superior Court of McIntosh County, State of Georgia. Reference is hereby made to said map or plat for further purposes of description.

THIS CONVEYANCE and the warranties herein contained are expressly made subject to those matters set forth on the afore-referenced plat of survey and on Exhibit A attached hereto (the "Permitted Title Exceptions").

TO HAVE AND TO HOLD the same, together with all the rights, members and appurtenances thereof, to the same being, belonging, or in anyway pertaining to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE, subject to the Permitted Title Exceptions and the restriction set forth below.

THE PROPERTY is conveyed subject to the following restrictions: (i) that any structures constructed on the Property shall be site-built structures, and (ii) that there shall be no mining or removal of sand, clay, gravel or any other minerals from the Property for a period of ten (10) years after the date hereof.

GRANTOR RESERVES, unto itself, for the benefit of Grantor, the right to harvest all merchantable timber from the Property within three (3) months after the date hereof. Grantor reserves unto itself the right to enter upon the Property for the purpose of harvesting such timber and repairing any damage caused to the Property by Grantor or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR GIVES, GRANTS AND CONVEYS unto Grantee, for the benefit of the Property, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, upon and across 60 feet along the northern boundary of the Property and not within the Property (such 60 foot strip of land shown as "Shop Road" on the above-referenced plat of survey) for access to the area known as the "Shop Area" and shown on the above-referenced plat of survey as surrounded by a chain link fence on the west and north, Shop Road on the east and Tram Road on the south. Grantor also grants to Grantee the right to enter upon Shop Road for the purpose of repairing any damage caused to Shop Road by Grantee or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR RESERVES unto itself, for the benefit of Grantor and the property owned by Grantor, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over, upon and across the southerly portion of the Property to access Shop Road. Grantor reserves unto itself the right to enter upon such portion of the

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DEED BOOK 477 PAGE 319

Property for the purpose of repairing any damage caused to the Property by Grantor or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR GIVES, GRANTS AND CONVEYS unto Grantee, for the benefit of the Property, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, upon and across the southerly 30 feet of a roadway (i.e., that portion of the roadway not within the Property) identified as "Tram Road" on the above-referenced plat of survey. Grantor also grants to Grantee the right to enter upon such portion of the roadway for the purpose of repairing any damage caused to the roadway by Grantee or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

GRANTOR RESERVES unto itself, for the benefit of Grantor and property owned by Grantor, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over, upon and across the northerly 30 feet of a roadway (i.e., that portion of the roadway within the Property) identified as "Tram Road" on the above-referenced plat of survey. Grantor reserves unto itself the right to enter upon such portion of the roadway for the purpose of repairing any damage caused to the roadway by Grantor or by its tenants, subtenants, guests, invitees, licensees, workmen, contractors, agents and employees.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise, subject to the Permitted Title Exceptions.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, the day and year above written.

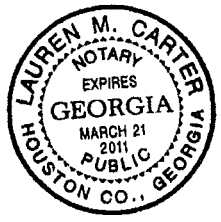
**TOLLESON LAND INVESTMENT
PROPERTIES OF GEORGIA, L.L.C.**

By: [Signature] [SEAL]
Name: Douglas D. Williams
Title: VP Finance

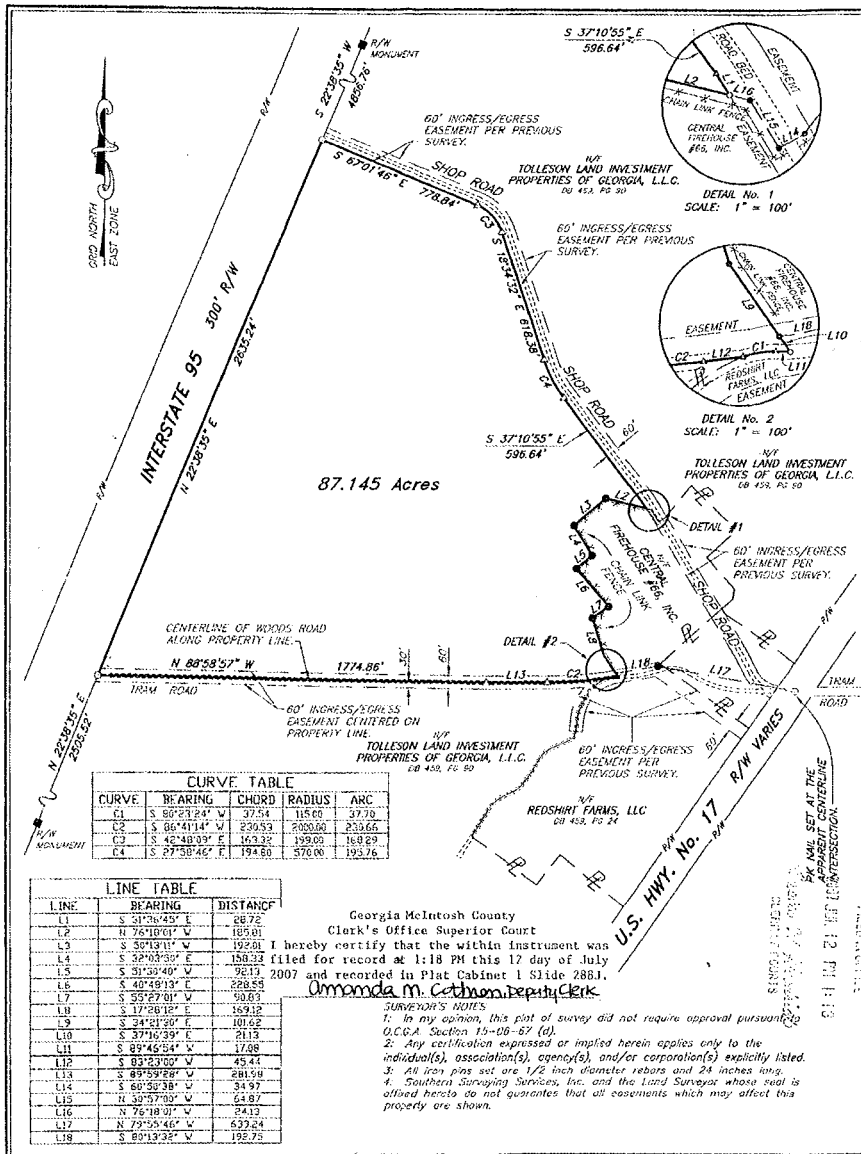
By: [Signature] [SEAL]
Name:
Title:

Signed, sealed and delivered
in the presence of:
[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:
[NOTARIAL SEAL]



ATL#37370.2



TOLLESON LAND INVESTMENT PROPERTIES OF GEORGIA, L.L.C.

G.M.D. 1480 COUNTY: MCINTOSH CITY: STATE: GEORGIA PLAT DATE: MAY 16, 2007

INSTRUMENT: GTS-211D FIELD CLOSURE: 1/24,200 ANGLE CLOSURE: 03" ANGLE ADJUSTMENT: COMPASS PLAT CLOSURE: 1/431,240 SURVEY DATE: MAY 2007 REFERENCE JOB: 07081

IRON PIN/PIPE FOUND IRON PIN SET CONC. MONU FOUND CONC. MONU SET NO CORNER FOUND/SET

JOB NUMBER: 07081A

PAUL S. BUCHELE Georgia R.L.S. No. 2633
JEFF GIRTMAN
CRAIG BARSDTADT Georgia R.L.S. No. 2934

Southern Surveying SERVICES, Inc. S.W. RAILROAD STREET ZENONST, GA 31530 PHONE (912) 375-9200 FAX (912) 375-0034

5/16/07