

REAL ESTATE SALE CONTRACT

THIS SALE CONTRACT ("Contract") is made and entered into as of this 22nd day of May, 2020 (the "Effective Date") by and between RADIANT LIFE MINISTRIES, INC., an Ohio not-for-profit corporation ("Purchaser") and GEORGE S. FLINN, JR., an individual resident of Shelby County, Tennessee together with FLINN BROADCASTING CORPORATION, a Tennessee corporation (collectively "Seller").

W I T N E S S E T H:

WHEREAS, Seller is the owner of an approximately thirty-eight (38) acre parcel of real estate located in Autauga County, Alabama, as more particularly described in Exhibit A attached hereto (the "Land"), improved with various structures associated with the operation of a 1,207 foot tall communications tower, bearing FCC Antenna Structure Registration number 1210735 (the "Communications Tower"). The Land, Communications Tower, building and all other improvements and fixtures on the Land shall hereinafter be referred to collectively as the "Property"; and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and to induce reliance thereon and in reliance thereon, the parties hereto covenant, agree, stipulate, represent and warrant as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey by special warranty deed in the form of Exhibit B, and Purchaser agrees to purchase and accept the Property, together with the appurtenances, fixtures and equipment located thereon for the price (the "Purchase Price") of One Hundred Thousand Dollars (\$100,000), all in accordance with and subject to the terms and conditions hereof. Purchaser hereby agrees to deliver by ACH transfer or check to a title company chosen by Purchaser (hereinafter the "Title Company") within three (3) business days after the Effective Date the sum of Five Thousand Dollars (\$5,000) as earnest deposit and as part of the cash consideration for the purchase of the Property. The earnest money is to be retained by the Title Company and invested in a federally insured account. The earnest money and all interest earned thereon, if any, is hereinafter referred to collectively as "Earnest Money." Upon Closing, the Earnest Money shall be applied to the Purchase Price. If Purchaser fails to close owing to Purchaser's failure to pay, perform and comply with all undertakings, covenants, conditions and agreements undertaken by it herein to be paid, performed or complied with, or a breach by Purchaser of any of its representations or warranties hereunder, the Earnest Money shall be forfeited by Purchaser as stipulated and liquidated damages in lieu of all other remedies including specific performance and not as a penalty. The Earnest Money shall be returned to Purchaser if Purchaser is unable to close for any of the following reasons: (i) a failure of performance by Seller of any of its obligations hereunder, (ii) if this Contract is terminated by Purchaser prior to the expiration of the Contingency Period (as hereinafter defined) due to the unwillingness of Purchaser to approve of the Contingencies (as hereinafter defined) in Paragraph 4 below, (iii) this Contract is terminated pursuant to Paragraph 7 below, or (iv) inability of the parties to consummate this transaction due to operation of the

contingencies regarding simultaneous closing on the Asset Purchase Agreement provided for in Paragraph 13, but only as and to the extent such inability is due to a default by Seller under this Contract or under the Asset Purchase Agreement. If Seller is in default hereunder and as a result thereof fails to close, Purchaser's sole remedy shall be to either (a) commence an action for specific performance under this Contract, but not for damages of any kind or (b) elect to terminate this Contract and receive back the Earnest Money, as well as its actual costs expended in performing diligence in accord with the contingencies outline in Paragraph 4 not to exceed One Hundred Dollars (\$100.00) in the aggregate, in which case neither party shall have any further liability to the other, except for obligations of the parties hereunder which specifically survive Closing or earlier termination of this Contract (the "Surviving Obligations").

2. Closing and Possession. The Closing of the purchase and sale contemplated by this Contract (the "Closing") shall occur on a date which is simultaneous with Closing under the Asset Purchase Agreement as described in Paragraph 13 below. Closing may occur at an earlier date, by mutual written agreement of Purchaser and Seller. Closing shall take place at the offices of the Title Company or at such other location as established by written agreement of Purchaser and Seller or by electronic exchange of properly executed documents by Purchaser and Seller. Possession of the Property shall be transferred to Purchaser at Closing, at which time Seller shall cause the cancellation of any existing leases or licenses affecting the Property.

3. Purchase Price. The full amount of the Purchase Price shall be paid at Closing in cash, reduced by the amount of Earnest Money deposited with the Title Company and subject to the following prorations which shall be apportioned between Seller and Purchaser as of the close of business on the day prior to Closing.

(a) General real and personal property taxes (state, county, municipal, school district and like real estate taxes), utilizing the most current available assessments and tax rates.

(b) Special taxes or assessments, if any, upon the Property assessed or becoming a lien on or prior to the date of Closing, including deferred payments or installment payments therefor payable after the date of Closing.

(c) Electricity, water, sewer and other utility charges and deposits.

In the event an actual amount of any item to be adjusted cannot be determined prior to or at Closing, then the parties shall agree to an estimated amount for purposes of prorations and, at the request of either party, reprorations will be performed when actual costs become available. Except as expressly provided in this Paragraph 3 or as expressly provided elsewhere in this Contract, Purchaser and Seller shall pay their own respective costs and expenses, including attorneys' fees, incidental to this Contract and the transactions contemplated hereby.

4. Purchaser's Contingencies. This Contract and Purchaser's obligation to close the sale transaction contemplated herein is specifically contingent upon Purchaser's satisfaction of each of the following contingencies (the "Contingencies") on or prior to 5:00 p.m. (Central Time) on that date which is thirty (30) days after the Effective Date of this Contract (the "Contingency Period"). Purchaser shall have until the end of the Contingency Period to take the following actions:

- (a) Title. To obtain and review a commitment for title insurance to be issued by the Title Company (the "Commitment") disclosing no matters which would adversely affect the continuous use of the Property as it is now being utilized, and specifically disclosing good and marketable title to the Property by Seller without exception (printed or special) other than those approved by Purchaser;
- (b) Survey. To obtain and review a survey of the Property acceptable to Purchaser;
- (c) Environmental Assessment. To review and approve any and all environmental inspections or reports which Purchaser may obtain of the Property at Purchaser's sole cost and expense;
- (d) Physical Condition. To review and approve the physical condition of the Property, including the Communications Tower's structural integrity and condition; and
- (e) Governmental Compliance. To confirm that the Property is in compliance with all governmental rules and regulations, including any applicable zoning and subdivision laws, and the Communications Tower's compliance with ANSI-TIA-222-G.

If Purchaser, in its sole discretion, shall object to any matter shown in the Title Evidence ("Defect"), it may give written notice to Seller of such title Defects ("Defect Notice") prior to the expiration of the Contingency Period. Any matter shown as a Defect in a Defect Notice which constitutes a lien upon the Property and which may be cured by the payment of money shall be cured by Seller at or prior to the Closing. As to all other Defects specified in a Defect Notice, Seller shall notify Purchaser ("Non-Cure Notice") within ten (10) days after receipt of a Defect Notice specifying any Defects which Seller refuses to cure. In the event that Seller fails to deliver a Non-Cure Notice within such 10-day period, then Seller shall be required to cure all Defects. In the event Seller shall timely deliver a Non-Cure Notice, then within five (5) days after receipt of same, Purchaser may, by written notice to Seller, elect to (i) terminate this Contract, in which event the Earnest Money shall be delivered to Purchaser; or (ii) proceed to close the purchase of the Property as set forth herein, without cure by Seller of uncured Defects subject to a Non-Cure Notice. In the event that Purchaser elects to proceed to close without cure by Seller of all Defects subject to a Non-Cure Notice, such uncured Defects, together with all other title exceptions appearing in the Commitment, shall be deemed to be "Permitted Encumbrances".

Seller acknowledges that Purchaser shall be causing various inspections and reports to be made of the Property, at Purchaser's sole cost and expense, and the expenses so incurred by Purchaser during the Contingency Period shall constitute due and adequate consideration by Purchaser under this Contract.

Purchaser acknowledges that Purchaser will be acquiring the Property solely in reliance on Purchaser's own inspections, examinations and evaluations of the Property and prior to taking title to the Property, Purchaser shall have had an opportunity to have examined and inspected the Property, including, without limitation, physical components thereof and the environmental condition thereof, and to determine whether Purchaser is satisfied with the condition, quality, quantity, operation, state of repair and prospects of the Property in all respects, and Purchaser shall have decided that Purchaser is willing to acquire the Property "as-is, where is" and with all faults. Purchaser agrees

and acknowledges that except for Seller's express representations and warranties set forth in Paragraph 6 of this Contract and in the Closing Documents to be delivered by Seller at Closing, no other representations, statements or warranties have at any time been made by Seller or Seller's employees, officers, advisors, representatives or agents as to the condition, quality, quantity, state of repair of or financial or other information relating to the Property or its prospects. Seller shall not be liable or bound in any manner by any verbal or written statements or representations made by any real estate broker, advisor or other third party, including, without limitation, any marketing or bid solicitation materials or other information pertaining to the Property or the operation, condition, income, rents, expenses, agreements, licenses, easements, instruments or documents relating to the Property.

5. Purchaser's Access to the Property. Purchaser and its agents or assigns are, subject to the rights of any tenants in possession, granted permission to go upon the Property at all reasonable times upon not less than forty-eight (48) hours' prior written notice to Seller for the purpose of conducting the activities described in Paragraph 4 above at Purchaser's sole cost and expense. In no event, however, may Purchaser do any invasive testing of the Property without Seller's prior written consent which may be withheld in Seller's sole discretion. Purchaser shall indemnify and hold the Seller harmless from any matter which may arise or occur as a result of such activities on the Property, and the Property shall be returned to its present condition at the conclusion of such activities. As a condition to Purchaser or any of its agents or assigns coming onto the Property, Purchaser shall provide Seller with evidence that Purchaser has in effect commercial general liability insurance naming Seller as an additional insured in the amount of \$2,000,000.00, which insurance shall be primary and noncontributing with any other insurance available to Seller. Purchaser's obligations hereunder shall survive Closing or any other termination of this Contract.

6. Seller's Representations. Seller represents, warrants and covenants the following to Purchaser, all of which will be effective at Closing, deemed remade at Closing, and survive the Closing hereunder for a period of six (6) months, to wit:

(a) Authorization. Flinn Broadcasting Corporation has been duly organized and is validly existing under the laws of the State of Tennessee. Seller has the power to enter into this Contract, to perform its obligations under this Contract and to complete the transaction as contemplated by this Contract. Seller has taken all corporate or other action necessary to authorize the execution and delivery of this Contract, the performance by Seller of its obligations under this Contract and the completion of the transaction as contemplated by this Contract.

(b) Environmental. Except as may be disclosed in the environmental surveys and/or inspections, if any, delivered to Purchaser by Seller, to the best of Seller's knowledge (i) the Property has not been previously used as site for storage of hazardous waste or other similar use, and (ii) there are no pollutants, contaminants or other harmful or hazardous substances (including but not limited to, asbestos-containing materials and/or underground storage tanks) located on the Property or in violation of any federal, state or local law.

(c) Lease. The Seller warrants that (i) there are no leases (or leasehold interests of any kind) in or affecting the Property, and (ii) Seller will not, during the pendency of this Contract, enter into any new leases or occupancy agreements of any type without the Purchaser's prior written consent.

(d) Service Contracts. Seller warrants that (i) there are no service contracts to which Seller is a party affecting the Property which will survive Closing, and (ii) Seller will not, during the pendency of this Contract, enter into any new service contracts affecting the Property which will survive Closing without Purchaser's prior written consent.

(e) Notices. Seller has not received any written notice from any governmental agency, insurance board or underwriting agency or any other source which requires the correction of any condition with respect to the Property which might be in violation of any law, ordinance, code, regulation or insurance requirements. Seller covenants that if any such notice is received between the date hereof and the Closing, it will promptly notify Purchaser thereof, it being understood that such notification shall not be deemed to effect a cure of the matters set forth in the notice.

7. Casualty and Condemnation.

(a) Casualty. If before Closing any damage or destruction to the Property occurs, aggregating less than One Hundred Thousand and no/100 Dollars (\$100,000.00), Seller shall, within three (3) days thereafter, notify Purchaser in writing whether or not Seller elects to repair the same at Seller's expense. If Seller so elects, then Seller shall be deemed to have agreed, at its expense, and prior to the Closing, to repair all such damage or destruction and to restore the Property to substantially the same condition as the Property existed immediately prior to such damage or destruction; in which event, Seller shall be entitled to all insurance proceeds and shall have the sole right to make and settle all claims with the insurance company issuing such insurance. If Seller does not elect, within such period, to repair the damage or destruction, or if the damage or destruction to the Property aggregates greater than One Hundred Thousand and no/100 Dollars (\$100,000.00), then Purchaser may, at its option, within fifteen (15) days after Purchaser is notified of such damage or destruction either (a) terminate this Contract by giving Seller written notice thereof, in which event, Purchaser shall be entitled to a return of the Earnest Money, or (b) elect to proceed to Closing, whereupon Purchaser shall be entitled to all insurance proceeds payable as a result of such casualty (other than such reasonable amounts expended by Seller to make emergency repairs) and may proceed to repair and replace such damaged or destroyed property at Purchaser's expense. If Seller elects to repair the damages, as aforesaid, and such repairs are not completed within fourteen (14) days after the expiration of the Contingency Period, the Closing shall be postponed for such period of time not to exceed thirty (30) days as shall be reasonably necessary to enable Seller to complete such repairs by exercising due diligence (the "Postponed Period"). In the event Seller is unable to complete such repairs within the Postponed Period, then Purchaser, at Purchaser's sole option, shall be entitled to terminate this Contract and receive a refund of the Earnest Money.

(b) Condemnation. In the event of the taking or threat of taking of all or any part of the Property prior to Closing by eminent domain or condemnation, then Purchaser, at its option, exercisable by written notice to Seller, within fifteen (15) days of when Purchaser has knowledge that such taking has occurred or is threatened, may either (a) terminate this Contract, or (b) continue under this Contract, whereupon Seller will assign to Purchaser all of Seller's interest in and to any award payable as a result of such taking. Notwithstanding anything to the contrary herein, if any condemnation proceeding is instituted (or notice of same is given) solely for the taking of any subsurface rights for utility easements or for any right-of-way easement, and the surface or the area

subject to the right-of-way may, after such taking, be used in substantially the same manner as though such rights have not been taken, Purchaser will not be entitled to terminate this Contract as to any part of the Property, but any payment to Seller on account thereof or award resulting therefrom together with other claims will be paid or assigned to Purchaser at Closing and will be the exclusive property of Purchaser upon Closing.

(c) Effect of Termination. If this Contract is terminated pursuant to Subparagraphs (a) or (b) above, neither Seller nor Purchaser shall have any further duties or obligations to the other hereunder, except for the Surviving Obligations and the Earnest Money shall be returned to Purchaser.

8. Closing Documents. At or prior to Closing, Seller shall deliver or cause to be delivered to the Title Company the following documents, duly authorized and executed, to be held in escrow by the Title Company subject to completion of all Closing requirements:

(a) A Statutory Warranty Deed in the form attached hereto as Exhibit B, conveying to Purchaser fee simple title to the Property subject only to (i) real estate taxes and special assessments for the current calendar year which are a lien on the Property but which are not yet due and payable, and (ii) easements, restrictions, conditions, encumbrances and other exceptions of record. The deed shall include all of Seller's right, title and interest, if any, in and to all appurtenant easements and other rights appurtenant to the Property.

(b) A Closing Statement.

(c) Bill of sale and assignment conveying and warranting to Purchaser all tangible personal property to be acquired by Purchaser, free and clear of all liens and encumbrances except for the Permitted Encumbrances pertaining thereto.

(d) A "non-foreign affidavit" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended.

(e) Evidence reasonably required by the Title Company that (1) Seller is duly organized and validly existing according to the laws of the state of its organization; (2) Seller has the power and authority to execute this Contract and the closing documents and to perform its obligations thereunder; and (3) the person or persons signing this Agreement and the closing documents on behalf of Seller has the authority, acting alone, to bind Seller thereto.

(f) Any other documents reasonably necessary to consummate the Closing.

Purchaser, at its expense, shall deliver or cause to be delivered to the Title Company the following:

(i) Funds available for immediate credit in Seller's accounts, in the amount of the Purchase Price as specified in Paragraph 3 above, subject to credit for adjustments and prorations.

(ii) Evidence satisfactory to Seller that the person executing the Closing documents on behalf of Purchaser (to the extent applicable) has full right, power, and authority to do so;.

- (iii) All documents required to consummate the Closing.
- (iv) A Closing Statement, duly executed by Purchaser.

9. Notices. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be given

To the Purchaser:

Radiant Life Ministries, Inc.
11717 Route 37
Marion, Illinois 62959
Attn: Legal Department
Email: mjd@tct.tv

With copies (which shall not constitute notice) to:

Hardy, Carey, Chautin & Balkin, LLP.
1080 West Causeway Approach
Madeville, LA 70471
Attn: Joseph Chautin, Esq.
Email: jchautin@hardycarey.com

To the Seller:

Dr. George S. Flinn, Jr.
6080 Mount Moriah Road Ext.
Memphis, Tennessee 38115
Email: whbq@aol.com

With copies (which shall not constitute notice) to:

Christopher C. Lamberson
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 400
Memphis, Tennessee 38119
Email: clamberson@glankler.com

Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) delivered personally, (b) confirmed delivered by electronic mail (provided an additional copy is delivered within one (1) business day thereafter pursuant to Subparagraph (c) below), or (c) one business day after delivery to a nationally recognized courier service (such as Federal Express) for overnight delivery.

10. Closing Costs.

a) Purchaser shall pay (i) one-half (½) of any escrow fee charged by the Title Company; (ii) the cost of recording any documentation associated with Purchaser's financing of the purchase of the Property; (iii) the cost of a standard owner's title policy with coverage in the amount of the Purchase Price plus any additional cost of any endorsements and any Mortgagee's Policy of Title Insurance which may be required by Purchaser; (iv) the cost of

any updated survey desired by Purchaser; (v) the cost of any other reports or inspections which Purchaser may cause to be made to the Property; (vi) any document, stamps/transfer taxes or other conveyance fees associated with the sale of the Property in accordance with the terms of this Contract; (vii) the cost of recording the deed; and (viii) Purchaser's attorneys' fees.

b) Seller shall pay (i) one-half (½) of any escrow fee charged by the Title Company; and (ii) Seller's attorneys' fees.

11. Miscellaneous Provisions.

(a) Each and every representation and warranty herein and each and every covenant and agreement herein shall be deemed to be material and shall survive the execution and delivery of this Contract and Closing for a period of six (6) months.

(b) Time is of the essence with respect to each and every provision of this Contract.

(c) The captions in the various paragraphs of this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Contract nor the intent of any provision hereof.

(d) If any date for the occurrence of an event or act under this Contract falls on a Saturday, Sunday or legal holiday, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

(e) This Contract shall be governed by and interpreted in accordance with the laws of the state where the Property is located.

(f) The Property is to be accepted in its present condition except as expressly otherwise stated in this Contract.

(g) This Contract, together with all exhibits attached hereto and incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto. This Contract may be amended only by a writing signed by both Purchaser and Seller.

(h) This Contract may be executed in one or more counterparts, each of which shall constitute an original.

(i) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(j) The persons who execute this Contract on behalf of Purchaser and on behalf of Seller hereby represent and warrant that they are duly authorized to execute this Contract.

(k) In addition to any other remedies provided herein, upon any dispute between the parties to this Contract which results in litigation or other proceeding, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable costs and expenses,

including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in connection with such litigation or other proceeding, and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of any judgment recovered by, or any order of dismissal in favor of, the prevailing party, if any.

(l) A transmission of an image of this Contract showing a signature will have the same binding effect as an original bearing an original signature. No party may raise the use of a facsimile machine or other image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Contract. At the request of either party, the parties will confirm signatures by signing and delivering an original document.

(m) This Contract may not be assigned by Purchaser without Seller's consent, which consent may be withheld by Seller in its sole discretion.

12. Real Estate Brokers and Commissions. Purchaser hereby warrants that it has not had any dealing with any real estate broker, agent, or finder in conjunction with the purchase of the Property and hereby agrees to indemnify and hold Seller harmless from and against any and all costs, expenses, liabilities, commissions, fees or other compensation or charges which may be claimed by or awarded to any other broker, agent, or finder in conjunction with the purchase of the Property pursuant to the terms of this Contract. Seller hereby warrants that it has not had any dealing with any real estate broker, agent, or finder in conjunction with the sale of the Property and hereby agrees to indemnify and hold Purchaser harmless from and against all costs, expenses, liabilities, commissions or other compensation or charges which may be claimed by or awarded to any broker, agent, or finder in conjunction with the sale of the Property pursuant to the terms of this Contract.

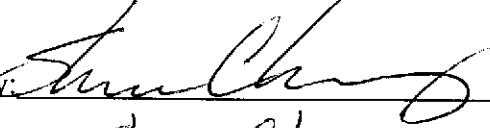
13. Asset Purchase Agreement. Purchaser is simultaneously entering into an Asset Purchase Agreement, whereby Purchaser is purchasing from Seller the assets comprising television station WBIH, Selma AL which is presently located at and broadcasting from the Property (the "Asset Purchase Agreement"). The parties acknowledge that the obligation of the parties hereunder to close is contingent upon simultaneous Closing under the Asset Purchase Agreement, and that a default under the Asset Purchase Agreement by Purchaser shall be deemed a default under this Contract by Purchaser; and that a default under the Asset Purchase Agreement by the related entity of Seller shall be deemed a default by Seller under this Contract.

[signature page and exhibits to follow]

IN WITNESS WHEREOF, the parties hereto do hereby execute this Contract as of the day and year first above written.

PURCHASER:

RADIANT LIFE MINISTRIES, INC.,
an Ohio not-for-profit corporation

By: 

Name: Shane Chaney

Title: CFO

SELLER:

FLINN BROADCASTING
CORPORATION, a Tennessee corporation

By: _____

Name: _____

Title: _____

GEORGE S. FLINN, JR., individually

IN WITNESS WHEREOF, the parties hereto do hereby execute this Contract as of the day and year first above written.

PURCHASER:

RADIANT LIFE MINISTRIES, INC.,
an Ohio not-for-profit corporation

By: _____

Name: _____

Title: _____

SELLER:

FLINN BROADCASTING
CORPORATION, a Tennessee corporation

By: George S. Flinn Jr.

Name: George S. Flinn Jr.

Title: President

GEORGE S. FLINN, JR., individually

George S. Flinn Jr.

EXHIBIT A

Legal Description

Parcel No. 1406140000003.000 with an address of Country Road 1 North, Jones, Autauga County, Alabama.

Dead Tax 88.00, Recording Fee 10.00, TOTAL 98.00

Recorded in Public Records, Probate Judge, Autauga County, Alabama
08/16/2000 02:40PM

WARRANTY DEED

THE STATE OF ALABAMA
MONTGOMERY COUNTY

KNOW ALL MEN THAT THESE PRESENT that in consideration of One Hundred & 00/100 (\$100.00) DOLLARS and other valuable considerations to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged I/we, **ESTATE OF C. B. REED, CLURIN B. REED, JR., individually, SANDERLIN DERAMUS HOLMES, individually, FAIN DERAMUS THORNTON, individually, and TYRAN REED WIMBERLY, individually,** (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto **GEORGE S. FLINN, JR.** (herein referred to as GRANTEES) his/her interest in the following described real estate, situated in the County of AUTAUGA, and the State of , to wit;

SEE ATTACHED EXHIBIT A

This conveyance and the warranties hereinafter contained are made subject to any and all easements, restrictions, covenants, rights-of-way and reservations, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments now or hereafter becoming due against said property.

This conveyance is made subject to all covenants, restrictions, reservations, easements and rights-of-way of record affecting title to the above described property.

For ad valorem tax appraisal purposes only, the mailing address of the above described property is 40+ ACRES ON COUNTY RD #1, , , which is the mailing address of the Grantee.

TO HAVE AND TO HOLD to the said GRANTEE, his/her heirs and assigns forever.

And we do for myself ourselves and for our heirs, executors and administrators covenant with the said GRANTEE, his/her heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that I we will and our heirs, executors, and administrators shall warrant and defend the same to the said GRANTEE, his/her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF we have hereunto set our hands and seals, this 12th day of July, 2000.

ESTATE OF C. B. REED

BY: Clurin B Reed Jr
CLURIN B. REED, JR., AS
EXECUTOR OF THE ESTATE
OF C. B. REED

Clurin B Reed Jr
CLURIN B. REED, JR.

Sanderlin Deramus Holmes
SANDERLIN DERAMUS HOLMES

Fain Deramus Thornton
FAIN DERAMUS THORNTON

Tyrn Reed Wimberly
TYRAN REED WIMBERLY

THE STATE OF
AUTAUGA COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **ESTATE OF C. B. REED, CLURIN B. REED, JR., individually, SANDERLIN DERAMUS HOLMES, individually, FAIN DERAMUS THORNTON, individually, and TYRAN REED WIMBERLY, individually,** whose name is signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of July, 2000.

NOTARY PUBLIC
My Commission Expires: 05/27/01

THIS INSTRUMENT PREPARED BY:
DAVID M. FOLMAR
6940-B VAUGHN ROAD
MONTGOMERY, AL 36116

EXHIBIT A

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, T-18-N, R-12-E, AUTAUGA COUNTY, ALABAMA; THENCE RUN N 00°19'35" E, 1289.76 FEET TO A POINT; THENCE RUN S 85°56'44" E, 1258.82 FEET TO A POINT; THENCE RUN S 01°32'00" W, 1318.13 FEET TO A POINT; THENCE RUN N 84°33'34" W, 1233.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT COUNTY ROAD 1 RIGHT OF WAY AS SHOWN ON SURVEY.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, T-18-N, R-12-E, AUTAUGA COUNTY, ALABAMA AND CONTAINS 37.213 ACRES MORE OR LESS.

Recorded in RLPV BK 567 Pg 88, 08/10/2008 02:48PM
Cordy Taylor, Probate Judge, Autauga County, Alabama

EXHIBIT B
FORM DEED

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

STATUTORY WARRANTY DEED

STATE OF TENNESSEE

)

SHELBY COUNTY

)

) **KNOW ALL MEN BY THESE PRESENTS:**

THAT FOR AND IN CONSIDERATION OF _____ Dollars (\$____) and other good and valuable consideration in hand paid to _____, a _____ (the "Grantor"), by _____ (the "Grantee"), the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto Grantee the real estate situated in _____ County, Alabama and described in further detail in **Exhibit "A"** attached hereto (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT, HOWEVER, to the following:

- i. Current ad valorem taxes.
- ii. Mineral and mining rights not owned by Grantor.
- iii. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record.
- iv. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.
- v. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
- vi. The Property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor.
- vii. To the maximum extent permitted by law, Grantor makes no representations, warranties or guaranties of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i)

the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

- viii. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.
- ix. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.
- x. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the Grantee and Grantee's heirs, successors and assigns forever.

[signature page follows]

GRANTOR:

[NOTARIAL SEAL]

EXHIBIT “A” TO STATUTORY WARRANTY DEED

LEGAL DESCRIPTION