

Contents of Document

Original Hunting Lease dated April 14, 2014

Amended Hunting Lease dated July 19, 2019

Seventh Amended Hunting Lease dated October 29, 2019
(Removing Right of First Refusal to Purchase Property)

HUNTING LEASE AND RIGHT OF FIRST

REFUSAL TO PURCHASE PROPERTY

This Lease, made this 14 day of April, 2014, by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit corporation d/b/a The Trust for Public Land (Inc.), having its place of business at 202 Tremont Street, Chattanooga, Tennessee 37405, hereinafter referred to as "LESSOR," and **REDRACK HUNTER RESOURCES, LLC**, a Georgia Limited Liability Company, whose address is 11 Hardy Street, Chatsworth, Georgia 30705, hereinafter referred to as "LESSEE."

WITNESSETH:

That LESSOR for and in consideration of the payment of the rental as hereinafter stipulated and in further consideration of the covenants and agreements to be observed, kept, and performed by LESSEE and subject to the conditions, stipulations, restrictions, and reservations, hereinafter more fully set forth by these presents does lease, let, and demise unto LESSEE the exclusive right and privilege, but for the sole and only purpose for its members, agents, and guests, to legally hunt for animals, game, and fowl, in, on, and over the lands hereinafter described which the rights and privileges herein granted are more particularly described and/or shown on Exhibit "A" attached hereto and made a part hereof as if fully incorporated herein (the "Premises"). All acreages are approximate and represent a commercially reasonable estimate by the LESSOR.

It is mutually covenanted, contracted, stipulated, and agreed by and between the parties hereto as follows:

1. The term of this Lease shall commence on April 24, 2014 ("Commencement Date"), and extend to 11:59, p.m. on a date that is three hundred and sixty-five (365) days from the commencement date. LESSEE acknowledges that LESSOR has made no oral or written commitment or promise to renew or extend this Lease.
2. LESSEE shall pay to LESSOR, by U.S. Postal Money Order or Cashier's Check, in advance the annual rent listed below. Failure of LESSEE to pay annual rent by the payment due date will automatically void this Lease with no further obligation by the LESSOR to follow up with the LESSEE.

Acres	Base Lease Fee	Total Lease Fee
432.46 acres at	\$10.00 per acre	\$4,324.60

Please send payment to:

The Trust for Public Land
Attn: Lucy Banks
600 West Peachtree Street, NW, Suite 1840
Atlanta, GA 30308
Telephone: 404-873-7306, ext. 231
Email: lucy.banks@tpl.org

Payments must be postmarked no later than two (2) business days after the Commencement Date or your lease will be cancelled. Overnight shipping may be necessary to ensure timely arrival.

3. This Lease shall be specifically and particularly subject and subordinate to any and all operations and developments, uses, and occupations in, on and from the Premises or any part thereof which may now or at any time hereafter be carried on by LESSOR, its tenants, or assigns and is subject to a) an agricultural lease in favor of Kevin Holsomback over 55 acres of the Premises, a copy of which is attached hereto as Exhibit "B"; and b) Gordon County's rights under that certain Deed of Conservation Easement dated March 1, 2011 from the Lessor herein to Gordon County, Georgia, the Grantee attached hereto as Exhibit "C" (the "Conservation Easement") and made a part hereof. LESSEE acknowledges that LESSOR owns the Premises primarily for environmental, natural, recreational, and historical conservation purposes and LESSEE shall in no manner interfere with

LESSOR'S or Gordon County's rights to preserve the Conservation Values as that term is defined in the recitals of the Conservation Easement on the Premises. LESSEE further understands and acknowledges LESSOR has granted Gordon County the right to public access including but not limited to (a) between 12:01 a.m. May 13 of each year until 11:59 p.m. May 15 of each year for purposes of commemorating the anniversary of the Battle of Resaca, (b) for purposes of school field trips so as to allow students to participate in "Pioneer Days" historic experiences or similar educational programs after as Gordon County notified the Lessor and (c) up to four (4) other times per year for purposes consistent with one or more of the Conservation Values of this Conservation Easement, as requested by Gordon County through Lessor with reasonable advanced notice and the some of these public access days may include hunting season days, and no reduction or refund of the annual rental fees will be given as a result of these public access activities. **No hunting shall be allowed or performed on these public access days.**

4. The use of all or any part of the Premises by LESSEE for the purposes aforesaid shall be to the extent necessary for said purposes, and to the extent not necessary that residuum of possession and use of all parts of said Premises shall belong to LESSOR, its agents, employees, tenants, lessees and assigns for other purposes.

5. The Lessee shall not perform any activity prohibited by the Conservation Easement including without limitation, any activity on, use of, the Premises materially inconsistent with the Purposes of the Agricultural Lease and the Conservation Easement as defined therein, no industrial, commercial, or agricultural uses, no change, disturbance, alteration or impairment of the natural, scenic, and aesthetic feature of the Premises except as expressly provided under the Reserved Rights of the Conservation Easement, no construction or placement of temporary or permanent buildings (except as permitted by the Reserved Rights of the Conservation Easement), mobile homes, advertising signs billboards, or other advertising materials on the Premises, no building of any new permanent or temporary roads, nor widening or existing roads, nor restoration of abandoned roads, no filling, excavating, dredging or drilling, no removal of topsoil, sand, gravel, rock, peat, minerals or other materials; nor dumping of ashes, trash, garbage or other unsightly or offensive materials on the Premises; no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner on the Premises; there shall be no disruption, pollution or alteration on or from the Premises of existing surface or subsurface water flow or natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor shall there be any dredging, construction of ponds, groins, or dikes nor any manipulation of natural water courses on the Premises and no construction, animal grazing or agricultural activity other than mowing and harvesting of established hayfields shall be permitted within 100 feet of the Conasauga River or any tributary stream crossing any portion of the Premises. All property of every nature and description that may be on the Premises during the continuance of this Lease shall be at the sole risk of LESSEE and LESSOR shall not be liable to LESSEE or any other person for injury, loss, or damage to any person or property on the Premises.

Restrictions and Obligations of LESSEE

6. LESSEE shall inform its members and guests of their obligations and responsibilities under this Lease by furnishing each member with a copy of the Lease including all exhibits attached hereto. LESSEE shall annually furnish LESSOR a current list of all of its officers, agents, and members. LESSEE shall notify LESSOR immediately upon any changes in the Membership List so furnished. If LESSEE is a club, upon request of LESSOR, LESSEE shall furnish LESSOR with a written copy of its By-Laws.

7. LESSEE shall ensure that all minors permitted on the Premises by LESSEE shall be under the direct supervision of one of their parents or legal guardians and said parent or legal guardian shall be fully and solely responsible for their acts and safety and further, LESSEE shall hold LESSOR harmless there from, regardless of the nature of the cause of damage, whether property or personal injury to themselves or others.

8. LESSEE covenants and agrees to fully comply with all of the laws now in effect or hereinafter enacted of the county and state in which the Premises are located and of the United States, and all rules and regulations lawfully promulgated and issued there under in respect to hunting on the Premises and the conservation of wildlife and the natural resources therein and thereon including, but not limited to, the Endangered Species Act of

1973 as amended. It is fully understood and agreed that nothing herein contained shall be construed, claimed, or asserted as granting unto LESSEE any right or privilege in respect to hunting other than which LESSOR has a lawful right to grant, lease, let, and demise. A violation of said laws, rules, and regulations shall at LESSOR'S election and option be cause for immediate forfeiture and termination of this Lease.

9. **LESSEE shall take all proper and necessary steps to protect the Premises from unauthorized occupancy and trespass, including without limitation marking the boundaries of the Premises as "POSTED" as provided for by Georgia Law, and by placing at the main point of entry used by the Lessee the warning notice provided for in Section 51-3-3(b)(2)(B) of the Georgia Code in black letters which are a minimum of one inch in height. LESSEE will additionally require all persons who enter the land to hunt to sign a waiver of liability in favor of the LESSOR stating that the person entering the property has waived all civil liability against the landowner for any injury caused by the inherent risk associated with hunting or other activities. This waiver shall mirror the language in Section 51-3-31(b)(2)(B) of the Georgia Code. LESSEE is required to keep in a safe place accessible to LESSOR all signed releases. LESSEE will comply with any and all lawful instructions regarding activities carried out by the LESSEE or the placement of any structures, including deer stands, feeders, food plots or land clearing, adjacent or in close proximity to any state or federally listed endangered or threatened species.**

10. LESSEE shall respect the rights of adjacent landowners and other lessees and conduct all activities in a courteous manner, with regard for the rights, safety and wellbeing of all persons. LESSEE agrees to be solely responsible for, and to promptly resolve any problems with adjacent landowners and other lessees arising from LESSEE'S activities and to indemnify and hold LESSOR harmless there from as provided below.

11. **In addition to those prohibitions in Paragraph 3 and 6 above and in the Conservation Easement, LESSEE shall not under any circumstances:**

- a. Place or drive spikes, or metal objects or nails (other than aluminum nails) into any trees or timber on the Premises for any purpose whatsoever.
- b. Use cables, chains, or wire to block roads. LESSEE shall not erect any type of road barrier unless using gates which meet LESSOR'S approval for gate design and placement.
- c. Engage in any commercial hunting, fishing, or recreational pursuits, on the Premises, no permit any other persons to do so, or sell, assign or sub-lease the hunting and fishing rights on the Premises. Any attempted or purported assignment transfer or subletting shall be void and shall confer no rights on the assignee, transferee or sub-lessee, and shall at LESSOR'S election and option be cause for immediate termination of this Lease.
- d. Agree to any plan or program concerning the regulation of the management of water, land or other natural resources on the Premises.
- e. Place deer stands on any improved road right-of-way that would impede the maintenance of said right-of-way. All deer stands shall be portable and shall not be nailed to or otherwise permanently affixed to trees. No deer stands or tree stands shall be located within one hundred (100) yards of a red-cockaded woodpecker cavity tree or bald eagle nest. LESSOR shall not be held responsible for deer stands or feeders damaged or destroyed by any timber harvesting, silvicultural or road maintenance activity upon the Premises.
- f. Set fires or allow fires to be set on any portion of the Premises, except for campfires at designated campsites. Campfires shall never be left unattended. LESSEE will promptly notify LESSOR (if such is practical) of any wildfire on the Premises or on adjacent lands.
- g. Discharge a firearm across or within one hundred and fifty (150) feet from the edge of any public road or LESSOR Restricted Road, or within three hundred (300) yards of any house, public property (other than public lands used for hunting) and/or active harvesting, silvicultural or road maintenance operations.
- h. Damage or destroy any road or roads now located or to be located in the future on the Premises or use trucks, automobiles, jeeps and other similar licensed vehicles on any portion of the property except on existing established woods roads.

12. LESSEE specifically agrees to protect, defend, indemnify, and hold harmless LESSOR and the Agricultural Lease Lessee, from and against any and all losses, costs, expenses, attorneys' fees, damages, liabilities, suits, actions, recoveries and judgments of every nature or description, whether arising directly or

indirectly out of this Agreement or the use of the Premises by LESSEE, (or any roads of LESSOR to access the Premises) including liabilities imposed by separate indemnity agreements and further including any negligence or fault, whether active or passive, on the part of LESSOR which constituted a concurring cause of the injuries or damages sustained except when caused by the sole negligence of LESSOR. In executing this Agreement, LESSEE expressly agrees to the above indemnity provisions and states that LESSEE intends to specifically bind itself to indemnify LESSOR in every instance set forth above. LESSEE agrees at LESSEE'S sole cost and expense to defend against any and all actions, suits or other proceedings arising directly or indirectly out of this Agreement or the use of the Premises by LESSEE, including liabilities imposed by separate indemnity agreements and further including negligence or fault, whether active or passive on the part of LESSOR except the sole negligence of LESSOR and to pay or satisfy any judgment or decree which may be rendered against LESSOR in any such action, suit or legal proceeding or which may result there from. To the extent that any of the obligations imposed by this Paragraph shall not be enforceable under applicable law, it is the intent of the parties that the provisions of this Paragraph shall be construed to impose only such obligations on LESSEE and LESSOR as shall be enforceable under applicable law. LESSOR shall, at its option, however, have full control of any defense of such suits, and LESSOR shall at all times have the option of choosing the attorney or attorneys to perform the professional services involved. For purposes of this paragraph, LESSOR shall be defined to include LESSOR, its subsidiaries, affiliates and related companies and their respective officers, directors, agents and employees.

13. LESSEE shall exercise the rights granted hereunder to avoid injuring, damaging, or destroying any trees, crops, buildings, fences or other improvements on the Premises. LESSEE shall reimburse LESSOR for any and all damages due to fire, negligence, or vandalism caused by LESSEE. Incidents of fire, vandalism, or excessive damage to roads shall at LESSOR'S election and option be cause for immediate termination of this Lease. LESSEE shall take extraordinary care to maintain the condition of LESSOR'S roads and shall promptly repair all damage done by LESSEE to any of LESSOR'S roads.

14. LESSEE shall notify LESSOR immediately of any activity being conducted on the Premises known to LESSEE that might cause damage either on or below the surface of the Premises. Notification by LESSEE shall, if possible, include the nature of the damages, the date the damages occurred, the name, address, and telephone number of the individual or individuals causing the damage.

15. Upon the termination of this Lease by LESSOR for any reason, LESSEE shall remove any deer stands, shooting houses, or other property of any nature or description owned by LESSEE located on or within the Premises ("the Personal Property") within 21 days of the notice of termination of the Lease. In the event either party elects not to renew the Lease, LESSEE shall remove the Personal Property prior to the expiration of the non-renewing lease term. If LESSEE shall fail or refuse to remove the same within the periods aforesaid, any Personal Property remaining on the Premises shall at LESSOR'S sole option become property of LESSOR or be removed from the Leased Premises at the direction of LESSOR, but at the sole expense of LESSEE. LESSOR reserves the right to reduce the amount of any refund payable to LESSEE pursuant to Paragraph 24 by any amount spent by LESSOR to remove the Personal Property from, or repair any damages to the Premises caused by LESSEE.

16. LESSEE covenants and agrees to pay all taxes, levies and assessments upon all or any part of its interest herein should any improvement placed on the Premises or in the event that LESSEE'S leasehold interest is assessed or levied upon as a separate taxable interest.

17. If weather conditions, other conditions or silvicultural activities on the Premises are such that in the sold judgment of LESSOR, the exercise of the rights herein granted to LESSEE will present a hazard to those persons engaged in silvicultural activities or a material fire hazard to the timber and trees on the Premises, LESSEE shall at LESSOR'S request discontinue any activities on the Leased Premises specified by LESSOR until such time as LESSOR shall advise that conditions have sufficiently improved to permit LESSEE to resume said activities.

18. The obligations of LESSEE hereto shall not be released or diminished or in any way affected by an indulgence granted by LESSOR or by any failure of LESSOR to enforce any provision of this Lease or any

modification, revision, supplement thereof, or by failure of LESSOR to notify LESSEE of any default in the performance thereof, or by any action or non-action of LESSOR, or by the release of any party or parties liable, or who might be liable thereon, and LESSEE hereby consents to all such indulgences and all such failures to enforce and to all such action or non-action of LESSOR or to the release of any party or parties liable or who might be liable thereon and hereby waives all notice of default.

19. LESSEE hereby acknowledges that LESSOR has informed LESSEE of its policy that being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Premises is strictly prohibited. LESSEE understands and agrees that LESSEE will follow this policy during the term of this Lease. LESSEE further agrees to report to the proper law enforcement authorities or LESSOR, either locally or anonymously to the LESSOR, any observed or suspected marijuana or other controlled substance growing or being manufactured on the Premises.

Obligations of LESSOR

20. LESSOR hereby grants to LESSEE permission to cross the lands of LESSOR on roads for access to and from the Premises to the extent reasonably required by LESSEE. Such access permission shall terminate on the termination date set forth in this Lease.

21. LESSOR agrees to purchase on behalf of LESSEE general liability coverage, covering Premises/Operations liability for occurrences arising out of activities and operations of LESSEE with minimum limits of \$1,000,000 per occurrence and minimum limits of \$2,000,000 annual aggregate. This policy of insurance will list LESSEE as a named insured, while on the Premises pursuant to the Lease and LESSOR as an additional insured. This policy of insurance shall be deemed to provide primary coverage, exclusive of any insurance of LESSOR covering the same risk, and shall be exhausted first notwithstanding the existence of any insurance of LESSOR covering the same risk. The purchase and/or maintenance of this insurance shall not in any way operate to limit the liability of LESS to LESSOR under this Hunting Lease. LESSOR makes no representations or warranties as to the sufficiency of the coverage afforded to LESSEE under this policy. LESSEE expressly acknowledges that LESSOR has not made any representations or warranties whatsoever concerning this policy of insurance.

Termination

22. LESSEE shall be in "Default" if it shall at any time fail to meet its payment obligations under this Lease, and the failure continues for three (3) days after having received written notice of such default. If LESSOR gives LESSEE written notice that it has breached something other than a payment obligation, LESSEE shall be in Default if it does not cure the breach in ten (10) days. If cure is not possible within ten days, LESSEE shall immediately commence and thereafter diligently pursue the remedy of such breach. Notwithstanding anything in this Lease to the contrary, if LESSEE is in Default, LESSOR shall have the right to terminate this Lease and to enter the Leased Premises and hold and possess the same free and acquit from any claims of LESSEE thereto.

23. It is expressly understood and agreed, that LESSOR shall have the right and option to terminate this Lease with or without cause at any time upon ten (10) days' written notice to LESSEE. In the event of termination by LESSOR without cause, LESSEE shall be refunded the pro rata portion of advanced, unearned rental paid by LESSEE. In the event of termination pursuant to Paragraph 22 above, LESSEE shall forfeit any and all sums previously paid to LESSOR including those portions of such payments deemed to be unearned rent.

24. LESSOR reserves the right to sell, exchange or convey all or any part of the Premises. In the event of such sale, exchange or conveyance, this Lease shall automatically terminate, as of the closing date, as to the portion of the Premises sold, exchanged or conveyed; provided, however, that LESSOR shall refund a pro rata portion of advanced, unearned rental paid by LESSEE as set forth in Paragraph 25 and provided that this provision shall not apply to transfers to affiliates of LESSOR.

25. In the event that this Lease is terminated pursuant to Paragraph 24 or by LESSOR without cause pursuant to Paragraph 23 LESSOR shall refund a pro rata portion of advanced, unearned rental paid by LESSEE as set forth in chart below: For the purposes of this paragraph, Hunting Season is defined as the period between the first day of deer season (firearm season) and the last day of turkey season in the applicable jurisdiction.

<u>Date of Termination</u>	<u>Amount of Refund</u>
i) Prior to Hunting Season	Full Refund
ii) During Hunting Season	Pro-rata Refund based on percentage of lease term remaining
iii) After Hunting Season	No Refund

Other Administrative Provisions

26. LESSEE shall not be considered the agent or employee of LESSOR and at no time shall the members or guests of LESSEE hold themselves out or represent themselves to be agents or employees of LESSOR.

27. LESSOR shall have no obligation to prevent trespassing, including poaching on the Premises and assumes no responsibility for the acts of any third parties thereon. LESSEE shall have the right at its sole risk and expense to post the Premises and (subject to the reserved rights of LESSOR) exclude trespassers.

28. All notices required to be given under the terms of this Lease shall be addressed to the parties, postage prepaid, at the addresses shown as follows:

LESSOR:

THE TRUST FOR PUBLIC LAND
202 Tremont Street
Attn: Rick Wood, Tennessee State Director
Chattanooga, TN 37405
Telephone: (423) 265-5229
Email: rick.wood@tpl.org

AND

THE TRUST FOR PUBLIC LAND
306 North Monroe Street
Tallahassee, FL 32301
Attention: J. Alex Ghio
Telephone: 850-222-7911, ext. 32
Email: alex.ghio@tpl.org

LESSEE:

RedRack Hunter Resources, LLC
11 Hardy Street
Chatsworth, Georgia 30705
Telephone: 706-463-0876; 706-847-6338
Scott and Amy Ray
Email: amy.ray@basf.com

31. This Lease is made and accepted a) without any representations or warranties of any kind on the part of LESSOR as to the title or suitability to the purposes for which the same is executed; and b) expressly subject to any and all existing easements, mortgages, reservations, liens, rights-of-way, contracts, leases (whether grazing, farming, oil, gas or minerals) or other encumbrances or servitudes now of record or on the ground affecting the

Premises herein described or to any such agreements that may hereafter be entered into from time to time with others by LESSOR.

32. It is further stipulated and agreed that whenever the word "LESSEE" is used herein, it is intended and shall be deemed to include and shall be binding upon LESSEE, its successors and assigns, and LESSEE'S members, officers, employees, invitees, guests, agents and contractors.

33. This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the LESSOR and LESSEE.

34. If any provision of this Lease (other than those relating to the Rental Amount) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. This Lease shall be interpreted and construed under the laws of the State in which the Premises are located.

36. If either party hereto is required to retain an attorney to bring suit to enforce any provision of this Lease, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether the matter proceeds to judgment or is resolved by defaulting party curing such default.

37. LESSEE assumes responsibility for the condition of the Premises, and LESSOR shall not be liable or responsible for any damages or injuries caused by any defects therein to the LESSEE or to any other persons in or on the Premises who derive their right to be thereon from the LESSEE.

Special Provisions

39. The following special provisions, conditions or restriction (if any) shall apply to this Lease:

a. LESSOR shall not sell, convey, or transfer or enter into any agreement by which LESSOR binds himself to sell, convey, or transfer any interest in and to the Premises until LESSOR has first given a notice to LESSEE which identifies the property interest, states all liens, encumbrances, and other matters to which such sale, conveyance, or transfer will be subject, and states all material terms and condition of the proposed transfer or agreement for transfer. The terms and conditions of any such sale, conveyance, or transfer shall (a) have been agreed to in good faith by an arms-length third party, (b) shall provide for a closing of not less than sixty (60) nor more than ninety (90) days after the date of such notice to LESSEE, (c) shall not require the purchaser to provide any consideration except cash, a letter of credit, a note and/or a mortgage on the property interest to be conveyed, (d) shall not include or be connected with the sale, conveyance or transfer which is not part of the property interest, nor with any other transaction, and (e) shall not include any term or condition which is not commercially reasonable or which precludes or unreasonably inhibits LESSEE from purchasing or enjoying the property interest. If LESSEE so elects, by notice given to LESSOR within ten (10) business days after such notice is given by LESSOR to LESSEE, LESSOR shall convey the property interest to LESSEE on all of the same terms and conditions set forth in such notice from LESSOR to LESSEE. The LESSEE shall sign the identical Agreement as presented to the LESSOR by the third party. After ten (10) business days, if the LESSEE does not notify the LESSOR that he is willing to agree to all of the terms and condition of as provided for in the notice, the LESSOR shall convey the property the third party so long as the terms and condition do not change such that they would be more favorable to the LESSEE.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals on the day and year first hereinabove written.

LESSEE:

REDRACK HUNTER RESOURCES, LLC

By: 
Name: Amy Ray
Its: Scott Ray

LESSOR:

THE TRUST FOR PUBLIC LAND (INC.)

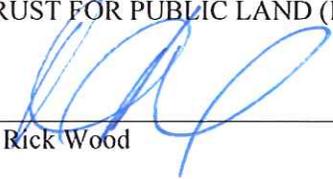
By: 
Rick Wood
Tennessee State Director

Exhibit "A"

Legal Description/Map of Premises

Parcel 1 (a portion of Gordon Count tax parcel no. 039-109)

All that tract or parcel of land lying and being in Land Lots 264, 265, 276 and 277, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument at the southeast corner of Land Lot 265, said corner being the common corner of Land Lots 265, 266, 275 and 276;
thence North 00 degrees 05 minutes 36 seconds East, a distance of 1,486.09 feet to a point on the southeast right of way line of the Western and Atlantic Railroad (variable right of way);
thence North 00 degrees 05 minutes 36 seconds East, a distance of 100.21 feet to a point on the northwest right of way line of the Western and Atlantic Railroad;
thence along said right of way line South 41 degrees 17 minutes 12 seconds West, a distance of 182.30 feet to a point on the centerline of Chitwood Road; said point being the POINT OF BEGINNING;
thence continuing along said right of way South 41 degrees 17 minutes 12 seconds West, a distance of 592.01 feet to a point;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 878.09 feet, with a radius of 7,086.03 feet, and being subtended by a chord bearing of South 37 degrees 44 minutes 12 seconds West at a distance of 877.53 feet to a point;
thence continuing along said right of way South 34 degrees 11 minutes 12 seconds West, a distance of 1,912.60 feet to a point on the northeast right of way of Confederate Cemetery Road (30 foot right of way);
thence along said right of way of Confederate Cemetery Road North 43 degrees 01 minutes 45 seconds West, a distance of 306.16 feet to a point ;
thence continuing along said right of way North 41 degrees 43 minutes 43 seconds West, a distance of 94.14 feet to a point;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 135.96 feet, with a radius of 99.73 feet, and being subtended by a chord bearing of North 74 degrees 18 minutes 24 seconds West at a distance of 125.67 feet to a point;
thence continuing along said right of way South 68 degrees 33 minutes 38 seconds West, a distance of 348.45 feet to a point;
thence continuing along said right of way South 67 degrees 45 minutes 31 seconds West, a distance of 232.84 feet to a point;
thence continuing along said right of way South 67 degrees 20 minutes 44 seconds West, a distance of 198.17 feet to a point;
thence leaving said right of way along the lands of Wilson North 19 degrees 46 minutes 16 seconds West, a distance of 219.61 feet to a 5/8" rebar;
thence along the lands of Wilson South 67 degrees 20 minutes 52 seconds West, a distance of 153.50 feet to an axle;
thence along the lands of McDaniel North 21 degrees 35 minutes 32 seconds West, a distance of 396.57 feet to a point;
thence continuing along the lands of McDaniel South 82 degrees 55 minutes 34 seconds West, a distance of 670.06 feet to a point on the east right of way of U.S. Highway 41 (60 foot right of way);
thence along said right of way along a curve to the right, said curve having an arc distance of 31.63 feet, with a radius of 5,700.02 feet, and being subtended by a chord bearing of North 11 degrees 50 minutes 01 seconds West at a distance of 31.63 feet to a point;
thence continuing along said right of way North 11 degrees 40 minutes 28 seconds West, a distance of 696.63 feet to a 1/2" rebar;
thence leaving said right of way North 88 degrees 35 minutes 29 seconds East, a distance of 407.88 feet to a 2" angle iron;
thence South 01 degrees 36 minutes 08 seconds East, a distance of 193.25 feet to a 5/8" rebar;
thence North 88 degrees 23 minutes 52 seconds East, a distance of 504.52 feet to a 5/8" rebar;

thence North 01 degrees 36 minutes 08 seconds West, a distance of 573.25 feet to a 5/8" rebar;
 thence North 38 degrees 36 minutes 39 seconds East, a distance of 323.46 feet to a 5/8" rebar;
 thence North 50 degrees 34 minutes 42 seconds West, a distance of 227.11 feet to a 5/8" rebar on the south right
 of way line of Chitwood Road (30 foot right of way);
 thence along the south right of way of Chitwood Road the following calls:
 along a curve to the right, said curve having an arc distance of 142.42 feet, with a radius of 2,180.69 feet, and
 being subtended by a chord bearing of North 40 degrees 30 minutes 32 seconds East at a distance of 142.40 feet
 to a point;
 North 39 degrees 28 minutes 39 seconds East, a distance of 326.61 feet to a point;
 along a curve to the right, said curve having an arc distance of 73.43 feet, with a radius of 410.01 feet, and being
 subtended by a chord bearing of North 44 degrees 36 minutes 29 seconds East at a distance of 73.33 feet to a
 point;
 along a curve to the right, said curve having an arc distance of 185.25 feet, with a radius of 257.30 feet, and being
 subtended by a chord bearing of North 66 degrees 12 minutes 49 seconds East at a distance of 181.28 feet to a
 point;
 North 88 degrees 48 minutes 32 seconds East, a distance of 114.43 feet to a point;
 South 89 degrees 39 minutes 46 seconds East, a distance of 97.41 feet to a point;
 along a curve to the left, said curve having an arc distance of 178.49 feet, with a radius of 476.94 feet, and being
 subtended by a chord bearing of North 80 degrees 35 minutes 36 seconds East at a distance of 177.45 feet to a
 point;
 North 66 degrees 54 minutes 32 seconds East, a distance of 94.96 feet to a point;
 North 65 degrees 52 minutes 01 seconds East, a distance of 168.43 feet to a point;
 along a curve to the left, said curve having an arc distance of 87.86 feet, with a radius of 606.40 feet, and being
 subtended by a chord bearing of North 61 degrees 42 minutes 58 seconds East at a distance of 87.79 feet to a
 point;
 along a curve to the left, said curve having an arc distance of 256.85 feet, with a radius of 372.62 feet, and being
 subtended by a chord bearing of North 40 degrees 20 minutes 51 seconds East at a distance of 251.79 feet to a
 point;
 along a curve to the right, said curve having an arc distance of 130.21 feet, with a radius of 248.13 feet, and being
 subtended by a chord bearing of North 36 degrees 12 minutes 33 seconds East at a distance of 128.72 feet to a
 point;
 North 50 degrees 46 minutes 05 seconds East, a distance of 78.68 feet to a point;
 North 52 degrees 55 minutes 39 seconds East, a distance of 129.62 feet to a point;
 North 55 degrees 32 minutes 53 seconds East, a distance of 67.93 feet to a point;
 along a curve to the right, said curve having an arc distance of 67.12 feet, with a radius of 636.35 feet, and being
 subtended by a chord bearing of North 64 degrees 45 minutes 50 seconds East at a distance of 67.09 feet to a
 point;
 along a curve to the right, said curve having an arc distance of 37.10 feet, with a radius of 119.57 feet, and being
 subtended by a chord bearing of North 76 degrees 40 minutes 28 seconds East at a distance of 36.95 feet to a
 point;
 along a curve to the left, said curve having an arc distance of 161.22 feet, with a radius of 1,673.98 feet, and being
 subtended by a chord bearing of North 82 degrees 48 minutes 16 seconds East at a distance of 161.16 feet to a
 point;
 thence leaving said right of way South 32 degrees 16 minutes 48 seconds East, a distance of 69.85 feet to a point;
 thence South 68 degrees 10 minutes 51 seconds East, a distance of 534.76 feet to a point;
 thence North 17 degrees 23 minutes 32 seconds East, a distance of 222.27 feet to a point;
 thence North 03 degrees 14 minutes 52 seconds West, a distance of 147.05 feet to a point on the south right of
 way of Chitwood Road (30 foot right of way);
 thence along said right of way South 87 degrees 35 minutes 53 seconds East, a distance of 69.15 feet to a point;
 thence continuing along said right of way North 06 degrees 29 minutes 03 seconds East, a distance of 15.04 feet
 to a point on the centerline of said Chitwood Road;
 thence along said centerline and lands of Melea M. Tennant the following calls:

along a curve to the right, said curve having an arc distance of 84.88 feet, with a radius of 154.81 feet, and being subtended by a chord bearing of South 63 degrees 44 minutes 49 seconds East at a distance of 83.82 feet to a point;

South 45 degrees 34 minutes 33 seconds East, a distance of 54.08 feet to a point;

South 50 degrees 05 minutes 03 seconds East, a distance of 187.60 feet to a point;

South 52 degrees 41 minutes 03 seconds East, a distance of 191.06 feet to a point;

South 54 degrees 03 minutes 28 seconds East, a distance of 271.02 feet to a point;

South 56 degrees 07 minutes 15 seconds East, a distance of 160.96 feet to a point on the northwest right of way of the Western and Atlantic Railroad; said point being the POINT OF BEGINNING.

Said tract or parcel containing 6,744,818 square feet or 154.84 acres, and more particularly shown as Parcel 1 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

Parcel 2 (a portion of Gordon County tax parcel no. 039-109)

All that tract or parcel of land lying and being in Land Lots 265, 275 and 276, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument at the southeast corner of Land Lot 265, said corner being the common corner of Land Lots 265, 266, 275 and 276; thence along the north line of Land Lot 275 and the lands of Dooley North 89 degrees 21 minutes 59 seconds East, a distance of 2,430.50 feet to a point on the bank of the Conasauga River; thence along the bank of the Conasauga the following calls:

South 09 degrees 01 minutes 23 seconds West, a distance of 24.41 feet to a point;

South 01 degrees 35 minutes 46 seconds East, a distance of 164.99 feet to a point;

South 08 degrees 38 minutes 37 seconds West, a distance of 72.31 feet to a point;

South 21 degrees 58 minutes 55 seconds West, a distance of 54.42 feet to a point;

South 29 degrees 16 minutes 41 seconds West, a distance of 175.62 feet to a point;

South 49 degrees 18 minutes 32 seconds West, a distance of 75.05 feet to a point;

South 63 degrees 41 minutes 00 seconds West, a distance of 125.12 feet to a point;

South 53 degrees 38 minutes 51 seconds West, a distance of 78.58 feet to a point;

South 60 degrees 00 minutes 49 seconds West, a distance of 91.10 feet to a point;

South 49 degrees 38 minutes 58 seconds West, a distance of 144.29 feet to a point;

South 34 degrees 02 minutes 01 seconds West, a distance of 86.04 feet to a point;

South 46 degrees 49 minutes 55 seconds West, a distance of 74.35 feet to a point;

South 06 degrees 55 minutes 36 seconds West, a distance of 116.07 feet to a point;

South 03 degrees 45 minutes 16 seconds East, a distance of 141.82 feet to a point;

South 06 degrees 42 minutes 55 seconds West, a distance of 93.64 feet to a point;

South 22 degrees 54 minutes 59 seconds East, a distance of 100.31 feet to a point;

South 20 degrees 39 minutes 08 seconds East, a distance of 201.54 feet to a point;

South 37 degrees 25 minutes 41 seconds East, a distance of 68.56 feet to a point;

South 24 degrees 13 minutes 49 seconds East, a distance of 184.86 feet to a point;

South 15 degrees 51 minutes 17 seconds East, a distance of 83.98 feet to a point;

South 04 degrees 09 minutes 35 seconds East, a distance of 86.57 feet to a point;

South 35 degrees 26 minutes 27 seconds West, a distance of 74.52 feet to a point;

South 63 degrees 35 minutes 32 seconds West, a distance of 73.46 feet to a point;

South 74 degrees 24 minutes 42 seconds West, a distance of 117.20 feet to a point;

North 77 degrees 45 minutes 07 seconds West, a distance of 127.33 feet to a point;

North 67 degrees 26 minutes 09 seconds West, a distance of 107.94 feet to a point;

North 75 degrees 11 minutes 40 seconds West, a distance of 190.71 feet to a point;

North 68 degrees 32 minutes 11 seconds West, a distance of 107.69 feet to a point;

South 87 degrees 17 minutes 58 seconds West, a distance of 60.93 feet to a point;

North 76 degrees 21 minutes 50 seconds West, a distance of 112.60 feet to a point;

North 80 degrees 47 minutes 53 seconds West, a distance of 90.97 feet to a point;

North 80 degrees 40 minutes 53 seconds West, a distance of 232.23 feet to a point;
South 89 degrees 56 minutes 34 seconds West, a distance of 139.88 feet to a point;
South 86 degrees 18 minutes 14 seconds West, a distance of 260.21 feet to a point;
South 88 degrees 38 minutes 49 seconds West, a distance of 106.31 feet to a point;
South 83 degrees 30 minutes 20 seconds West, a distance of 214.66 feet to a point;
South 85 degrees 28 minutes 03 seconds West, a distance of 105.59 feet to a point;
South 83 degrees 19 minutes 25 seconds West, a distance of 115.77 feet to a point;
South 75 degrees 47 minutes 42 seconds West, a distance of 118.30 feet to a point;
South 89 degrees 46 minutes 31 seconds West, a distance of 109.73 feet to a point;
South 86 degrees 22 minutes 32 seconds West, a distance of 100.32 feet to a point;
South 75 degrees 37 minutes 48 seconds West, a distance of 153.72 feet to a point;
South 81 degrees 03 minutes 41 seconds West, a distance of 89.84 feet to a point;
South 87 degrees 36 minutes 14 seconds West, a distance of 90.00 feet to a point;
South 78 degrees 20 minutes 32 seconds West, a distance of 95.83 feet to a point;
South 80 degrees 42 minutes 59 seconds West, a distance of 91.04 feet to a point;
South 75 degrees 49 minutes 14 seconds West, a distance of 139.63 feet to a point;
South 60 degrees 09 minutes 53 seconds West, a distance of 88.69 feet to a point;
South 54 degrees 27 minutes 24 seconds West, a distance of 67.95 feet to a point;
South 61 degrees 03 minutes 03 seconds West, a distance of 102.43 feet to a point;
South 54 degrees 53 minutes 14 seconds West, a distance of 102.27 feet to a point;
South 45 degrees 08 minutes 03 seconds West, a distance of 70.74 feet to a point;
South 47 degrees 24 minutes 51 seconds West, a distance of 114.10 feet to a point;
South 58 degrees 47 minutes 06 seconds West, a distance of 62.94 feet to a point;
South 40 degrees 21 minutes 36 seconds West, a distance of 72.39 feet to a point;
South 56 degrees 46 minutes 33 seconds West, a distance of 184.71 feet to a point;
South 47 degrees 16 minutes 57 seconds West, a distance of 114.41 feet to a point;
South 43 degrees 18 minutes 33 seconds West, a distance of 114.98 feet to a point;
South 51 degrees 42 minutes 49 seconds West, a distance of 145.19 feet to a point;
South 41 degrees 08 minutes 05 seconds West, a distance of 83.21 feet to a point;
South 45 degrees 08 minutes 18 seconds West, a distance of 41.76 feet to a point;
thence leaving said river bank and along the lands of Parker North 83 degrees 24 minutes 24 seconds West, a distance of 659.99 feet to a point on the southeast right of way line of the Western and Atlantic Railroad (right of way varies); thence along said right of way along a curve to the right, said curve having an arc distance of 1,161.89 feet, with a radius of 3,769.83 feet, and being subtended by a chord bearing of North 25 degrees 00 minutes 37 seconds East at a distance of 1,157.30 feet to a point; thence continuing along said right of way North 56 degrees 09 minutes 37 seconds West, a distance of 17.00 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 69.60 feet, with a radius of 3,786.83 feet, and being subtended by a chord bearing of North 34 degrees 21 minutes 58 seconds East at a distance of 69.60 feet to a point; thence continuing along said right of way North 34 degrees 11 minutes 12 seconds East, a distance of 2,322.94 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 869.91 feet, with a radius of 7,020.03 feet, and being subtended by a chord bearing of North 37 degrees 44 minutes 12 seconds East at a distance of 869.35 feet to a point; thence continuing along said right of way North 41 degrees 17 minutes 12 seconds East, a distance of 698.91 feet to a point on the east line of Land Lot 265; thence leaving said right of way and along the east line of Land Lot 265 and the lands of Dooley South 00 degrees 05 minutes 36 seconds West, a distance of 1,486.09 feet to a concrete monument; said point being the POINT OF BEGINNING.

Said tract or parcel containing 9,094,862 square feet or 208.79 acres, shown as Parcel 2 on a plat of survey for The Trust for Public Land, et al., prepared by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying Inc., dated June 23, 2008, last revised December 28, 2010.

Parcel 3 (Whitfield County tax parcel no. 13-240-07-000)

All that tract or parcel of land lying and being in Land Lot 240, 13th District, 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Beginning at a 2" flat iron at the southwest corner of Land Lot 240, said land lot corner being the common corner of Land Lots 240, 241, 264 and 265; thence along the lands of Bobby T. Nance and along the west line of Land Lot 240 North 00 degrees 04 minutes 52 seconds West, a distance of 1,392.27 feet to a 5/8" rebar; thence leaving said land lot line and along the lands of Dennis M. Nance and Martha Nance Chitwood North 89 degrees 59 minutes 51 seconds East, a distance of 839.89 feet to a 1/2" rod; thence along the lands of Dennis M. Nance South 31 degrees 13 minutes 35 seconds East, a distance of 1,628.19 feet to a 1/2" rebar found on the south line of Land Lot 240; thence along the lands of Melea Tennant, Martha Chitwood, and Julian Medders and along the south line of Land Lot 240 due West, a distance of 1,682.01 feet to a 2" flat iron; said point being the POINT OF BEGINNING.

Said tract or parcel containing 1,755,605 square feet or 40.30 acres, and being more particularly shown as Parcel 3 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

Parcel 5 (a portion of Gordon County tax parcel no. 039-125)

All that tract or parcel of land lying and being in Land Lot 265, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Commencing at a 2" flat iron at the northwest corner of Land Lot 265, said corner being the common corner of Land Lots 240, 241, 264 and 265; thence along the north line of Land Lot 265 due East, a distance of 396.00 feet to a point; said point being the POINT OF BEGINNING; thence along the north line of Land Lot 265 due East, a distance of 776.70 feet to a point; thence leaving said land lot line South 20 degrees 35 minutes 58 seconds East, a distance of 659.27 feet to a point on the north right of way line of Chitwood Road (30 foot right of way); thence along said right of way South 78 degrees 49 minutes 55 seconds West, a distance of 106.64 feet to a point; thence continuing along said right of way South 76 degrees 54 minutes 32 seconds West, a distance of 97.67 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 157.51 feet, with a radius of 1,643.98 feet, and being subtended by a chord bearing of South 82 degrees 49 minutes 07 seconds West at a distance of 157.45 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 46.41 feet, with a radius of 149.57 feet, and being subtended by a chord bearing of South 76 degrees 40 minutes 28 seconds West at a distance of 46.22 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 71.93 feet, with a radius of 666.35 feet, and being subtended by a chord bearing of South 64 degrees 41 minutes 36 seconds West at a distance of 71.89 feet to a point; thence continuing along said right of way South 55 degrees 32 minutes 53 seconds West, a distance of 70.22 feet to a point; thence continuing along said right of way South 52 degrees 55 minutes 39 seconds West, a distance of 130.87 feet to a point; thence continuing along said right of way South 50 degrees 46 minutes 05 seconds West, a distance of 79.12 feet to a point; thence continuing along said right of way along a curve to the left, said curve having an arc distance of 32.02 feet, with a radius of 278.13 feet, and being subtended by a chord bearing of South 47 degrees 55 minutes 06 seconds West at a distance of 32.00 feet to a point; thence leaving said right of way North 22 degrees 09 minutes 14 seconds West, a distance of 600.00 feet to a point; thence South 86 degrees 03 minutes 33 seconds West, a distance of 68.74 feet to a point; thence North 00 degrees 04 minutes 52 seconds West, a distance of 360.09 feet to a point on the north line of Land Lot 265; said point being the POINT OF BEGINNING.

Said tract or parcel containing 605,889 square feet or 13.91 acres, and more particularly shown as Parcel 5 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

Parcel 6 (a portion of Gordon County tax parcel no. 039-109)

All that tract or parcel of land lying and being in Land Lots 264 and 277, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the easterly right of way of U.S. Highway 41 (60 foot right of way) and the southerly right of way of Chitwood Road (30 foot right of way);
thence along said right of way of Chitwood Road North 70 degrees 42 minutes 41 seconds East, a distance of 155.23 feet to a point;
thence continuing along said right of way along a curve to the right, said curve having an arc distance of 123.33 feet, with a radius of 291.16 feet and being subtended by a chord bearing of North 81 degrees 25 minutes 03 seconds East at a distance of 122.41 feet to a point;
thence continuing along said right of way along a curve to the right, said curve having an arc distance of 150.52 feet, with a radius of 418.54 feet and being subtended by a chord bearing of South 69 degrees 44 minutes 33 seconds East at a distance of 149.71 feet to a point;
thence continuing along said right of way South 59 degrees 51 minutes 54 seconds East, a distance of 86.06 feet to a point;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 40.47 feet, with a radius of 218.52 feet and being subtended by a chord bearing of South 60 degrees 07 minutes 02 seconds East at a distance of 40.41 feet to a 5/8" rebar;
said point being the POINT OF BEGINNING;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 98.83 feet, with a radius of 218.52 feet and being subtended by a chord bearing of South 78 degrees 22 minutes 45 seconds East at a distance of 97.99 feet to a point;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 130.29 feet, with a radius of 418.79 feet and being subtended by a chord bearing of North 79 degrees 45 minutes 04 seconds East at a distance of 129.77 feet to a point;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 297.76 feet, with a radius of 833.64 feet and being subtended by a chord bearing of North 56 degrees 59 minutes 45 seconds East at a distance of 296.18 feet to a point;
thence continuing along said right of way North 41 degrees 27 minutes 51 seconds East, a distance of 48.19 feet to a point;
thence continuing along said right of way along a curve to the right, said curve having an arc distance of 51.22 feet, with a radius of 2,180.69 feet, and being subtended by a chord bearing of North 37 degrees 57 minutes 54 seconds East at a distance of 51.22 feet to a 5/8" rebar;
thence leaving said right of way South 50 degrees 34 minutes 42 seconds East, a distance of 227.11 feet to a 5/8" rebar;
thence South 38 degrees 36 minutes 39 seconds West, a distance of 323.46 feet to a 5/8" rebar;
thence South 01 degrees 36 minutes 08 seconds East, a distance of 573.25 feet to a 5/8" rebar;
thence South 88 degrees 23 minutes 52 seconds West, a distance of 504.52 feet to a 5/8" rebar;
thence North 01 degrees 36 minutes 08 seconds West, a distance of 743.22 feet to a 5/8" rebar on the southerly right of way of Chitwood Road (30 foot right of way);
said point being the POINT OF BEGINNING.

Said tract or parcel containing 435,600 square feet or 10.00 acres, and more particularly shown as Parcel 7 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

Parcel 7 (a portion of Gordon County tax parcel no. 039-109)

All that tract or parcel of land lying and being in Land Lot 264, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the easterly right of way of U.S. Highway 41 (60 foot right of way) and the southerly right of way of Chitwood Road (30 foot right of way);
thence along said right of way of Chitwood Road North 70 degrees 42 minutes 41 seconds East, a distance of 155.23 feet to a point;
thence continuing along said right of way along a curve to the right, said curve having an arc distance of 123.33 feet, with a radius of 291.16 feet and being subtended by a chord bearing of North 81 degrees 25 minutes 03 seconds East at a distance of 122.41 feet to a point;
thence continuing along said right of way along a curve to the right, said curve having an arc distance of 150.52 feet, with a radius of 418.54 feet and being subtended by a chord bearing of South 69 degrees 44 minutes 33 seconds East at a distance of 149.71 feet to a point;
thence continuing along said right of way South 59 degrees 51 minutes 54 seconds East, a distance of 86.06 feet to point;
thence continuing along said right of way along a curve to the left, said curve having an arc distance of 40.47 feet, with a radius of 218.52 feet and being subtended by a chord bearing of South 60 degrees 07 minutes 02 seconds East at a distance of 40.41 feet to a 5/8" rebar;
thence leaving said right of way South 01 degrees 36 minutes 08 seconds East, a distance of 549.97 feet to a 2" angle iron;
thence North 36 degrees 44 minutes 31 seconds West, a distance of 319.09 feet to a 1/2" rebar;
thence North 83 degrees 54 minutes 31 seconds West, a distance of 279.49 feet to a point on the easterly right of way of U.S. Highway 41 (60 foot right of way);
thence along said right of way North 11 degrees 40 minutes 28 seconds West, a distance of 316.58 feet to a point at the intersection of said right of way and the southerly right of way of Chitwood Road (30 foot right of way);
said point being the POINT OF BEGINNING.

Said tract or parcel containing 201,369 square feet or 4.62 acres, and more particularly shown as Parcel 7 on that certain survey prepared for The Trust for Public Land, et al. by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying, Inc. dated June 23, 2008, last revised December 28, 2010.

EXHIBIT "A-1"
SURVEY OF PREMISES

REINSTATEMENT AND SIXTH AMENDMENT TO HUNTING LEASE AND RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY

This REINSTATEMENT AND SIXTH AMENDMENT TO HUNTING LEASE AND RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY (this "Amendment"), executed as of the 19 day of July, 2019, by and between **REDRACK HUNTER RESOURCES, LLC**, a Georgia limited liability company (referred to herein as "Lessee"), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit corporation, doing business in Georgia as The Trust for Public Land (Inc.) (referred to herein as "Lessor").

Recitals

A. Pursuant to the terms of a Hunting Lease and Right of First Refusal to Purchase Property between Lessor and Lessee dated April 14, 2014, as amended by that First Amendment dated April 24, 2015, Second Amendment dated April 24, 2015, Third Amendment dated July 31, 2016, that Fourth Amendment July 31, 2017, and Reinstatement and Fifth Amendment dated August 3, 2019 (collectively, the "Lease"), the Lessor agreed to lease to the Lessee approximately 432.46 acres of land located in Gordon and Whitfield Counties, Georgia, Georgia, all as more particularly described in the Lease.

B. The Lease expired by its terms and Lessor and Lessee wish to reinstate and amend certain terms of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** Section 1 of the Lease is hereby amended by deleting said Section in its entirety and replacing it with the following: "1. The term of this Lease shall commence on April 24, 2014 ("Commencement Date"), and extend to 11:59 p.m. on June 30, 2020. LESSEE acknowledges that LESSOR has made no oral or written commitment to promise to renew or extend this Lease. In the event the Property is sold by Lessor, Lessor may terminate the Lease with 10 days written notice to Lessee."

2. **Capitalized Terms.** Any capitalized terms contained in this Amendment but not defined herein shall have the same meaning as the same capitalized terms in the Lease.

3. **Conflict of Terms.** In the event of any conflict of terms between this Amendment and the terms of the Lease, the terms of this Amendment shall govern.

4. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete

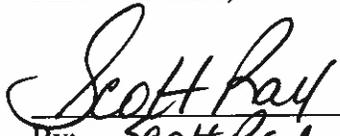
execution and delivery of this Amendment and bind the parties to the terms hereof.

5. Full Force and Effect. Except as set forth in this Amendment, the Lease remains unchanged, unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed under seal as of the date first set forth above.

**LESSEE: REDRACK HUNTER
RESOURCES, LLC**

LESSOR: THE TRUST FOR PUBLIC LAND


By: Scott Ray
Its: president


By: Kent Whitehead
Its: Area Director

**SEVENTH AMENDMENT TO HUNTING LEASE AND
RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY**

This SEVENTH AMENDMENT TO HUNTING LEASE AND RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY (this "Amendment"), executed as of the 29 day of October, 2019, by and between **REDRACK HUNTER RESOURCES, LLC**, a Georgia limited liability company (referred to herein as "Lessee"), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit corporation, doing business in Georgia as The Trust for Public Land (Inc.) (referred to herein as "Lessor").

Recitals

A. Pursuant to the terms of a Hunting Lease and Right of First Refusal to Purchase Property between Lessor and Lessee dated April 14, 2014, as amended by that First Amendment dated April 24, 2015, Second Amendment dated April 24, 2015, Third Amendment dated July 31, 2016, Fourth Amendment July 31, 2017, Reinstatement and Fifth Amendment dated August 3, 2018 and Sixth Amendment dated July 19, 2019 (collectively, the "Lease"), the Lessor agreed to lease to the Lessee approximately 432.46 acres of land located in Gordon and Whitfield Counties, Georgia, Georgia, all as more particularly described in the Lease.

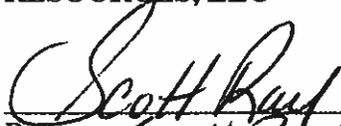
B. Lessor and Lessee wish to amend certain terms of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

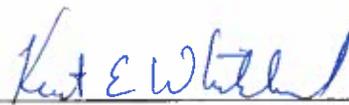
1. **Special Provisions.** Section 39 of the Lease is hereby deleted in its entirety.
2. **Capitalized Terms.** Any capitalized terms contained in this Amendment but not defined herein shall have the same meaning as the same capitalized terms in the Lease.
3. **Conflict of Terms.** In the event of any conflict of terms between this Amendment and the terms of the Lease, the terms of this Amendment shall govern.
4. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
5. **Full Force and Effect.** Except as set forth in this Amendment, the Lease remains unchanged, unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed under seal as of the date first set forth above.

**LESSEE: REDRACK HUNTER
RESOURCES, LLC**


By: Scott Ruff
Its: President

LESSOR: THE TRUST FOR PUBLIC LAND


By: Kent Whitehead
Its: Area Director