


SHELBY COUNTY  
STATE OF ALABAMA

  
20051209000638360 1/9 \$36.00  
Shelby Cnty Judge of Probate, AL  
12/09/2005 12:25:45PM FILED/CERT

Send tax notice to:  
Trophy Development, L.L.C.  
1205 Ashville Road, Suite 200  
Montevallo, Alabama 35115

**SPECIAL (STATUTORY) WARRANTY DEED**  
R.E. No. SA 105 IP-01 (RS 6040 Part)

THIS INDENTURE, made this 4<sup>th</sup> day of October, 2005, between **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, having its principal place of business at 200 Clarendon Street, Boston, Massachusetts 02117 (Grantor), and **TROPHY DEVELOPMENT, L.L.C.**, an Alabama limited liability company, having an address at 1205 Ashville Road, Suite 200, Montevallo, Alabama 35115 (Grantee).

WITNESSETH, that the Grantor, for the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee the following land and the standing timber thereon (Premises), situated in the County of Shelby, and State of Alabama, being more particularly described as follows; to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND  
BY THIS REFERENCE MADE A PART HEREOF)

**EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, ITS AFFILIATES, PERMITTEES, SUCCESSORS AND ASSIGNS, the following perpetual non-exclusive easements and rights:**

1. The Grantor hereby reserves unto Grantor, its affiliates, permittees, successors and assigns, a perpetual, non-exclusive easement for vehicular and pedestrian access, ingress and egress over, across and through that portion of the Premises (Access Easement Area) more particularly described herein on EXHIBIT "B" attached hereto and by this reference made a part hereof. Subsequent to the date hereof, Grantee shall be entitled to relocate the Access Easement Area to another portion of the Premises (the "Replacement Access Easement Area"), provided that (1) the Replacement Access Easement Area shall be of substantially the same size and character as the Access Easement Area; (2) the Replacement Access Area Easement shall provide Grantor, its affiliates, permittees, successors and assigns, substantially the same access across the Premises as the Access Easement Area; and (3) Grantee shall first provide Grantor, or its successors or assigns, with a separate written easement agreement in form and substance satisfactory to Grantor, or its successors and assigns.



2. The Grantor hereby reserves unto Grantor, its affiliates, permittees, successors and assigns, the rights hereinafter provided with respect to the portion of the Premises described on Exhibit "C" hereto (the Timber Reservation Area) and such other portions of the Premises as hereinafter provided:

(a) Grantor hereby reserves the exclusive right to manage and harvest all existing pine timber located on the Timber Reservation Area; Grantor's right to manage and harvest said timber shall expire on December 31, 2006 (the "Timber Reservation Expiration Date"). Grantor agrees to conduct the management and harvesting of said timber in accordance with the following conditions, and assumes responsibility for the actions and obligations of logging, surveying, and other crews operating in consequence of this reservation:

(i) Unless written extension is granted by Grantee, Grantor will forfeit all rights and claims to said timber, or portions thereof, remaining on the Timber Reservation Area after the Timber Reservation Expiration Date.

(ii) Grantor, or its representative, shall give Grantee at least seven (7) days notice prior to construction of any improvements, including buildings and bridges, and prior to the cutting of any live trees, in clearing for roads, skid trails, and landings; during this time, Grantee may inspect the planned construction or clearing sites and either approve the plans or reach an alternative understanding with Grantor or its representative.

(iii) Notwithstanding anything contained herein to the contrary, Grantor agrees to leave at all times approximately ten (10) live (pine or hardwood) trees on each acre included in the Timber Reservation Area.

(iv) Grantor shall conduct its timber cutting and removal under this reservation in a prudent and responsible manner, using generally accepted and sound silvicultural and harvesting procedures and practices in accordance with Alabama's "Best management practices," as published by the Alabama Water Improvement Commission and the Alabama Forestry Commission, in order to protect and preserve, in all respects, the land upon which said timber is located and any adjoining timber and lands of Grantee. Trees shall be cut as low as practical to the ground. Grantor shall repair all fences or structures damaged by its operations, maintain and leave all roads used by Grantor as they were prior to this Deed, and leave all fire breaks, property lines, running streams and drainage ditches clear of logs, timber, limbs or debris.

(v) Residual tops and branches usable for fuel-wood shall belong to Grantor; Grantee shall permit no other parties to cut and remove such fuelwood without Grantor's prior consent, by name. Any such fuelwood remaining on the logging site after the Timber Reservation Expiration Date shall be Grantee's exclusive property.

(vi) Grantor agrees to abide by all state and local open burning and forest fire laws, during harvesting operations governed by this reservation. Grantor agrees to do all in its power to prevent and suppress fires in and near the harvesting area.




(vii) Grantee will pay to Grantor the value of any and all harvested or damaged trees, where such harvesting or damage occurs as the result of action by Grantee or Grantee's agents. The volume of such trees shall be determined at Grantee's expense by a registered forester mutually acceptable to both Grantor and Grantee; and rate of payment shall be twice the trees' stumpage value as determined by that forester.

(b) Grantee expressly grants to Grantor the reasonable rights of ingress and egress upon the Premises, including, without limitation, the Timber Reservation Area, and across other property owned by Grantee, as necessary for all men, materials, and logging and hauling equipment necessary for the management and harvesting of the timber. Grantor agrees to conform to all Federal and State laws governing the employment, payment, and safety of employees while engaging in its timber management and harvesting operations on the Timber Reservation Area. Grantor agrees to furnish to Grantee a certificate showing that Grantor has comprehensive general liability insurance in force during its performance of the activities contemplated by this reservation. No relationship of employer/employee, master/servant, principal/agent, partnership or joint venture, or any similar relationship, is intended by this Deed nor shall it be construed to exist. The selection and payment of servants, agents, employees, and/or suppliers shall be Grantor's responsibility; and neither Grantor nor Grantor's servants, agents, employees or suppliers shall be subject to any orders nor the supervision or control of Grantee. Grantor hereby indemnifies and holds harmless Grantee in connection with and from any and all causes of action, liabilities, losses, damages, injuries, claims and litigation arising out of or incurred due to Grantor's cutting and removal activities and operations in respect to said timber. Grantor shall reimburse Grantee for any and all reasonable fees and expenses incurred by Grantee in connection herewith.

(c) All rights, duties and obligations of each of Grantor and Grantee under this reservation shall be deemed covenants running with the land with respect to the period of its ownership and shall bind and inure to the benefit of Grantor, Grantee and their respective successors and assigns; provided that no conveyance of the land or timber shall relieve a party of any obligation accrued while such party held title thereto.

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights of way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and any matters which could be disclosed by an accurate, current survey or inspection of said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever.

  
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IN WITNESS WHEREOF, the Grantor has executed the foregoing deed as of the day and year first-above written.

**JOHN HANCOCK LIFE INSURANCE COMPANY**

By: Hancock Natural Resource Group, Inc., Its  
Investment Manager

By Michael J. Morgan  
Michael J. Morgan  
Its: Senior Vice President & CFO

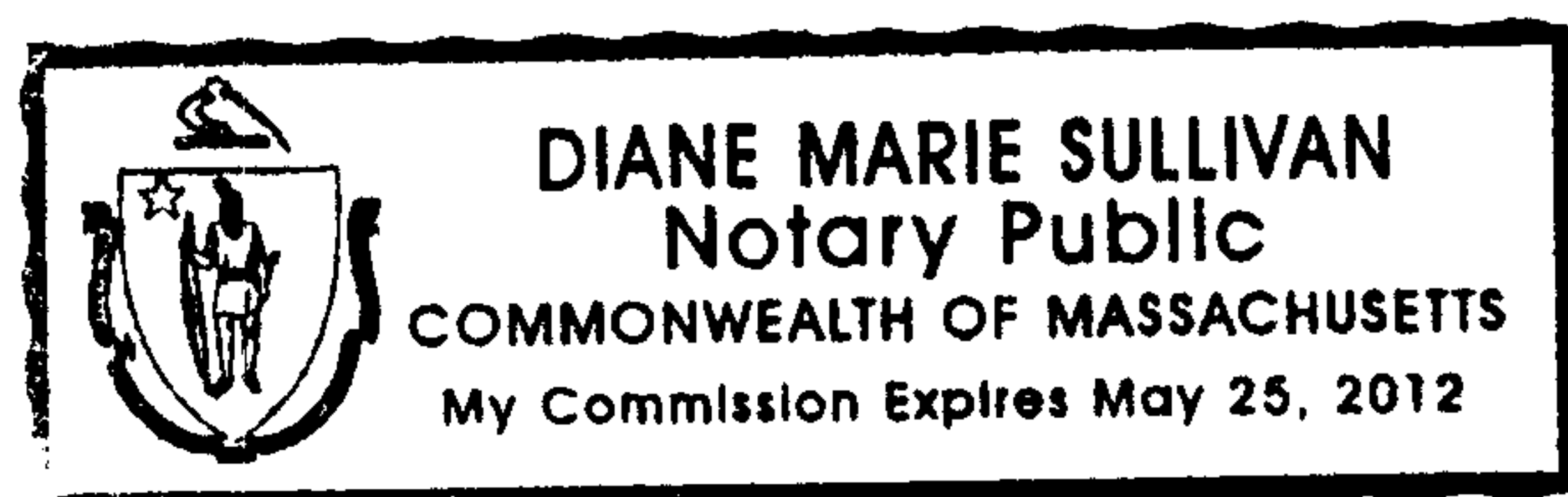
ATTEST:

Katrina Santisi  
Katrina Santisi Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss  
COUNTY OF SUFFOLK )

I, Diane Marie Sullivan, a Notary Public in and for said County and Commonwealth, hereby certify that Michael J. Morgan, whose name as Senior Vice President & CFO of Hancock Natural Resource Group, Inc., on behalf of John Hancock Life Insurance Company, is signed to the foregoing instrument and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entities for and as the act of said entities.

Given under my hand and official seal on October 4, 2005.



Diane Marie Sullivan  
Diane Marie Sullivan Notary Public

My commission expires: \_\_\_\_\_

Prepared by:

Mr. Timothy D. Davis  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

**Note:** Section 21, Township 21 South, Range 3 West, Shelby County, Alabama



## EXHIBIT "A"

### Legal Description

Township 21 South, Range 3 West, Shelby County, Alabama

Section 21: The Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) lying West of Montevallo-Bessemer Road, LESS AND EXCEPT a lot belonging to Church which is described as follows: Begin at the intersection of the North line of said Section 21 with the West boundary of right of way of the Montevallo-Bessemer public road and run West along North line of Section 300 feet; thence South 100 feet; thence East 320 feet to West boundary of said road; thence North along West boundary of said road 100 feet to the point of beginning of lot excepted. ALSO, LESS AND EXCEPT the following property described as follows: Beginning at the Southeast corner of a certain lot or tract of land located in NW1/4 of NW1/4 of Section 21, Township 21 South, Range 3 West, which corner is located by an iron stake 12 feet West of the center of the Montevallo-Bessemer public road and 404.5 feet Northwest of the Southeast corner of said NW1/4 of NW1/4, at an angle of 37 degrees 30 minutes West of the East line of said NW1/4 of NW1/4; thence South 73 degrees 10 minutes West 255.6 feet; thence North 16 degrees 50 minutes West 170.4 feet; thence North 73 degrees 10 minutes East 255.6 feet; thence South 16 degrees 50 minutes East 170.4 feet to the point of beginning of lot herein described. ALSO, LESS AND EXCEPT the following property described as follows: Commence at Northeast corner of NW1/4 of NW1/4 of Section 21 and run West along Section line a distance of 210.78 feet; thence 88 degrees 59 minutes left a distance of 100.0 feet; thence 0 degrees 04 minutes right a distance of 578.80 feet to point of beginning on the West side of the right of way of the Montevallo-Bessemer Highway; thence continue along said right of way a distance of 160.60 feet; thence 81 degrees 38 minutes right a distance of 271.85 feet; thence 98 degrees 22 minutes right a distance of 160.60 feet; thence 81 degrees 38 minutes right a distance of 271.85 feet to the point of beginning of lot herein excepted. ALSO, LESS AND EXCEPT the following property described as follows: Commence at the Northeast corner of the NW1/4 of NW1/4 of said Section 21 and run West along Section line a distance of 210.78 feet; thence 88 degrees 59 minutes left a distance of 100 feet to the point of beginning, being the Southeast corner of Church lot; thence 0 degrees 04 minutes right along West right of way of Montevallo-Bessemer Highway a distance of 578.80 feet; thence 81 degrees 38 minutes right a distance of 271.85 feet; thence 98 degrees 22 minutes right a distance of 613.10 feet; thence 88 degrees 55 minutes right a distance of 271.85 feet to the point of beginning of the lot herein excepted.

The Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) lying West of Montevallo-Bessemer public road and West of lots 39, 40 and 41 according to G.F. Peter's Map of the Town of Maylene, drawn November 13, 1946, as surveyed by I.S. Gillespie, in Shelby County, Alabama; there is EXCEPTED herefrom 5 acres heretofore sold to the State of Alabama for school purposes and which 5 acres is described therein as follows: Beginning at the Northeast corner of SW1/4 of NW1/4, of said Section 21; thence South 57 degrees 30 minutes West 178.2 feet to an iron stake for starting point; thence South 11 degrees 10 minutes East 525 feet parallel to Montevallo and Helena Public road to an iron stake; thence South 78 degrees 50 minutes West 420 feet to an iron stake; thence North 11 degrees 10 minutes West 525 feet to an iron stake; thence North 78 degrees 50 minutes East 420 feet to point of beginning of said 5 acre parcel excepted.

The Northwest Quarter of the Southwest Quarter (NW1/4 of SW1/4) LESS AND EXCEPT a small portion of the Zeiderhook lot, Means lot and Nabors lot, all off the Northeast corner of said forty, which said lots are more particularly described in deeds Recorded in Deed Book 25, Page 270, Deed Book 62, Page 339 and Deed Book 62, Page 436 in said Probate Office.




ALSO, LESS AND EXCEPT a tract of land located in the W1/2 of the NW1/4 of Section 21 described as follows: Commence at the Southeast corner of the NW1/4 of the NW1/4 of Section 21; thence run South 75 degrees 25 minutes 17 seconds West a distance of 170.3 feet to an iron pin on the Westerly right of way of Shelby County Highway No. 17 and the point of beginning; thence South 61 degrees 41 minutes 27 minutes West a distance of 449.8 feet to an iron pin; thence North 12 degrees 00 minutes 00 seconds East a distance of 239.1 feet to an iron pin; thence North 47 degrees 16 minutes 51 seconds East a distance of 385.3 feet to an iron pin on the Westerly right of way of Shelby County Highway No. 17; thence run Southeasterly along said right of way a distance of 289.0 feet to the point of beginning.

All that part of the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) lying West of Montevallo-Bessemer road; EXCEPT the Zeiderhook lot, Means lot and Nabors lot, all off the North end of said forty, which lots are more particularly described in deeds recorded in Deed Book 25, Page 270, Deed Book 62, Page 339 and Deed Book 62, Page 436 in said Probate Office. ALSO EXCEPT the following described tract of land: (i.) a tract of land located in the NE1/4 of the SW1/4 of Section 21, described as follows: Commence at the Southwest corner of the NE1/4 of SW1/4 of Section 21; thence run Northerly along the West line of said 1/4-1/4 Section 604.39 feet to the point of beginning of the land herein excepted; thence continue Northerly 100.00 feet to a point; thence turn right, an angle of 91 degrees 19 minutes 30 seconds and run Easterly 172.97 feet to a point on the Westerly right of way line of Shelby County Highway No. 17; thence run Southwesterly along said right of way 102.00 feet to a point; thence run Westerly and parallel to the North line of land 160.0 feet back to the point of beginning of excepted parcel.

Being a portion of the premises conveyed to Grantor by deed, dated February 10, 2000, recorded in the Probate Office of Shelby County, Alabama in Instrument Number 2000-04452.

## EXHIBIT "B"

  
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### Description of Access Easement Area

A 60 foot wide easement area being 30 feet in equal width on each side of the following described line: Commence at the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW1/4 of SW1/4) and run N 07° W for 231 feet to the center of a dirt road and the point of beginning of the reserved road easement; thence run S 66° E for 221 feet; thence run S 80° E for 266 feet; thence run N 82° E for 374 feet; thence run S 66° E for 221 feet; thence run N 82° E for 95 feet; thence run S 70° E for 153 feet; thence run S 87° E for 191 feet to the Western right-of-way of Shelby County Road 17 and the point of ending.

## EXHIBIT "C"

### Description of Timber Reservation Area

That certain cross-hatched area shown on Exhibit "C-1" attached hereto and being designated by Grantor as stand number 4 on said Exhibit "C-1", said area being comprised of approximately 33.3 acres and being located in the West One-half (W1/2) of Section 21, Township 21 South, Range 3 West, Shelby County, Alabama.



EXHIBIT "C-1"

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