

SHELBY COUNTY
STATE OF ALABAMA

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 6038, 6039, 6040 and 6041 Parts)

Consideration:
\$10.00

THIS INDENTURE, made this 26th day of February, 2007, between **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, having its principal place of business at 197 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 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 and the removal of cut timber, over, across and through those portions of the Premises (the "Access Area") more particularly described herein on Exhibit "B" attached hereto and by this reference made a part hereof, subject to the following restrictions:

(a) Grantee shall maintain the Access Area in a manner suitable for vehicular traffic, and pursuant to State of Alabama Silviculture Best Management Practices; Grantor shall be responsible for any damage to any of the Access Area caused by the use of any of the Access Area by Grantor, its agents, contractors, or licensees;

(b) Grantee shall not engage in or allow any activity which interferes with or deprives Grantor of its mutual rights of access or any other rights it may have to the Premises;

(c) Grantor shall not do or permit anything to be done which purports to create a lien or encumbrance on any of the Access Area;

(d) Grantor and Grantee may relocate or modify any of the Access Area or substitute other equivalent ingress and egress for the Grantor, but only with prior written approval of both the Grantor and the Grantee; and

(e) The width of the Access Area shall not exceed 30 feet on each side of the centerline of the roadway described on Exhibit "B".

(f) The easement hereby reserved is for the purpose of providing vehicular and pedestrian access and ingress, and for the removal of cut timber, to and from any other properties abutting any of the Access Area which are owned by, through which ingress and egress has been granted to, or on which there has been a timber reservation by, the Grantor and/or any Affiliate of the Grantor and, by its acceptance hereof, Grantee specifically acknowledges that Grantor or any such Affiliate may sell all or any part of any such property and Grantee shall not interfere with the use by any successor-in-interest to such property of any of the Access Area, and the rights and conditions hereunder shall inure to the benefit of any such successor-in-interest.

(g) The easement created hereby shall be and is a covenant running with the land and shall inure to the benefit of and be binding upon and inure to the benefit of the Grantor, Grantor's Affiliates, and Grantee, and their respective successors and assigns.

(h) As used in connection with the easement hereby reserved, the terms Grantor, Grantee and Affiliate shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors and assigns of each party; and the term "Affiliate" shall mean any entity under common management with the Grantor.

2. The Grantor hereby reserves unto Grantor, its affiliates, permittees, successors and assigns, the rights hereinafter provided with respect to the portions of the Premises described on Exhibit "C" hereto (the "Timber Reservation Areas") 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 Areas; Grantor's right to manage and harvest said timber shall expire at 5:00 p.m. on December 31, 2007 (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 Areas 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 Areas.

(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) By acceptance of this deed, Grantee expressly grants to Grantor the reasonable rights of ingress and egress upon the Premises, including, without limitation, the Timber Reservation Areas, 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 Areas. 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 following:

(i) That certain Surface Use Agreement ("Surface Use Agreement") dated June 29, 2006, between the Grantor, Cahaba Forests, LLC, and Hawaii ERS Timberland, LLC, as "Grantor" therein, and CDX Sequoya, LLC, and CDX Gulf, LLC, as "Grantee" therein, affecting portions of the Premises situated in the NW 1/4 of the SE 1/4 of Section 17, Township 21 South, Range 3 West, in the SE 1/4 of the NE 1/4 of Section 20, Township 21 South, Range 3 West, and in the NE 1/4 of the SE 1/4 of Section 20, Township 21 South, Range 3 West, all in Shelby County, Alabama, and as more fully described in the Surface Use Agreement, and as further evidenced by that certain Surface Use Affidavit dated January 31, 2007, and recorded on January 31, 2007, in Document No. 20070131000047500 in the Office of the Judge of Probate of Shelby County, Alabama.

(ii) 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.

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 Courtland L. Washburn
Its: Senior Vice President & CIO

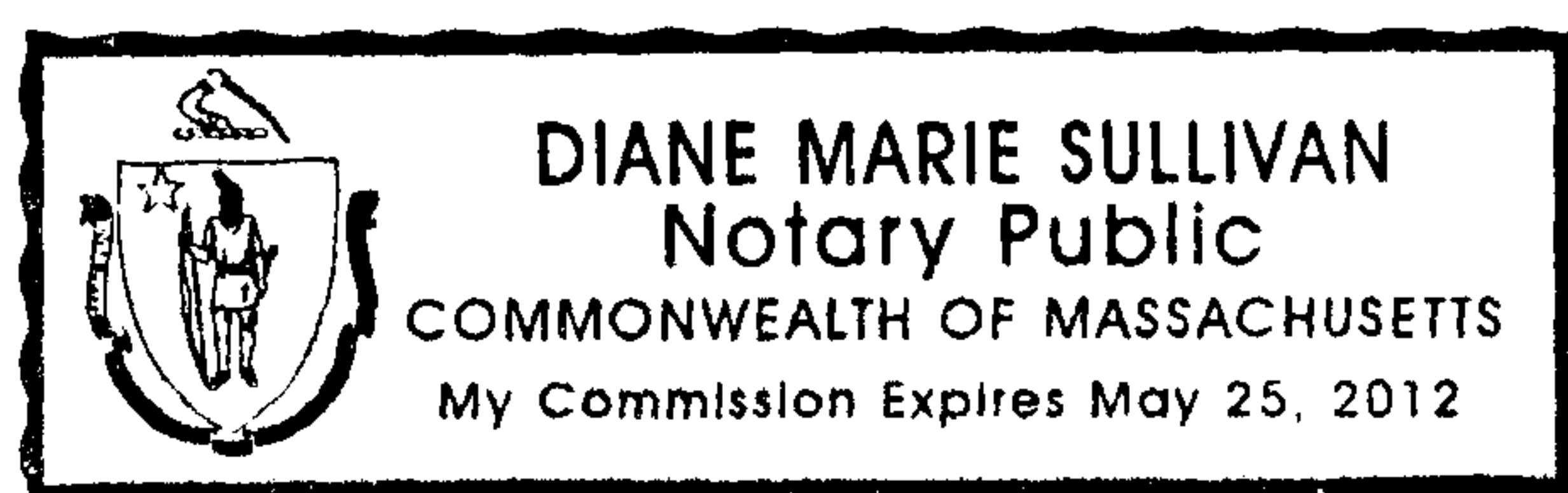
ATTEST:

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 Courtland L. Washburn, whose name as Senior Vice President & CIO 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, s/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 February 26, 2007.



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: Sections 17, 20 and 29, Township 21 South, Range 3 West, Shelby County, Alabama



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Shelby Cnty Judge of Probate, AL
03/29/2007 09:01:56AM FILED/CERT

EXHIBIT "A"

Legal Description

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

Section 17: The Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4) LESS AND EXCEPT one acre off the West side and near the Northwest corner of said forty, which said one acre is now being used for a cemetery. There is also EXCEPTED that portion of the Kendrick and Holcomb lot situated in the NE1/4 of the SE1/4 of said Section 17, which excepted portion constitutes approximately 1.29 acres, more or less, and which said lot, including the excepted portion mentioned herein, is more particularly described in Deed Book 139, Page 299 in the Probate Office;

The Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) LESS AND EXCEPT the following described lot, which is more particularly described as follows: Commencing at a stone corner about 360 feet North of a point on the South boundary line the SW1/4 of the SE1/4 of said Section 17, which point is about 700 feet East of the Southwest corner of said forty acre tract; said stone corner being South 27 degrees East of the Southwest corner of the African M. E. Church about 90 feet; thence West 104 feet to another stone corner; thence North 208 feet to a chestnut stake; thence East 104 feet to an oak stake; thence South 208 feet to a stone corner, being the point of beginning of the lot excepted;

The Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4);

The Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4);

The Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4).

Section 20: The Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4);

The Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4);

The Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4);

The Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4).

Section 29: The Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4);

The Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4);

The Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4).

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.

None of the purchase price recited in this deed was paid by the mortgage loan closed simultaneously with delivery of this deed.

EXHIBIT "B"

Description of Access Area

A 60 foot wide easement area being 30 feet in equal width on each side of the following described line: Commence at the Northeast corner of the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section 20, Township 21 South, Range 3 West, Shelby County, Alabama and run N 01°33'30" W for 250.8 feet to the center of a dirt road and the point of beginning of the reserved road easement; thence N 77°09'33" W for 420.4 feet; thence N 64°42'00" W for 270.2 feet; thence N 57°50'20" W for 429.6 feet; thence N 86°52'05" W for 303.7 feet to the point of ending.

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EXHIBIT "C"

Description of Timber Reservation Areas

Those certain cross-hatched areas shown on Exhibits "C-1", "C-2", "C-3" and "C-4" attached hereto, and being located in Sections 17, 20 and 29, Township 21 South, Range 3 West, Shelby County, Alabama.

EXHIBIT "C-1"

Tract RS6038

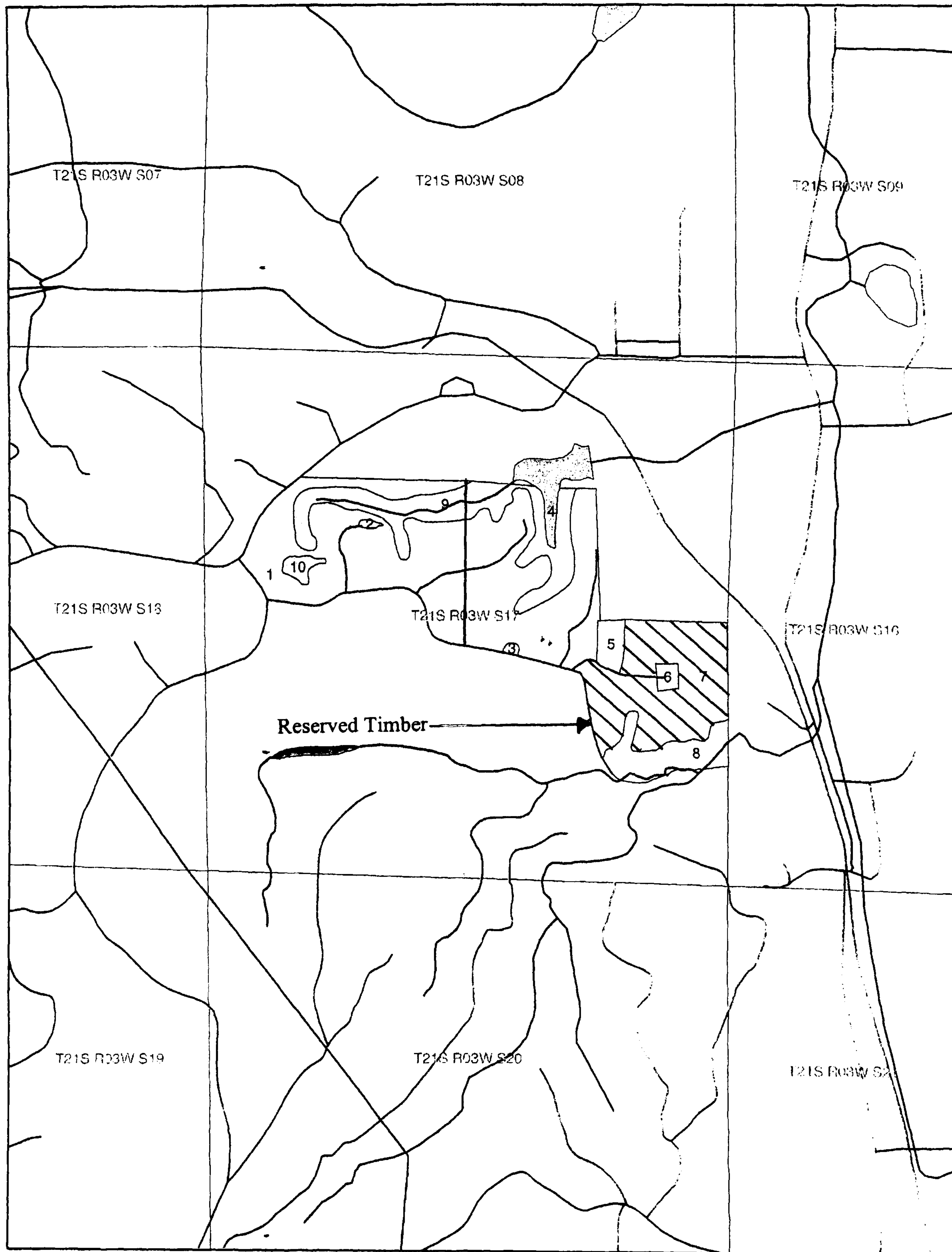
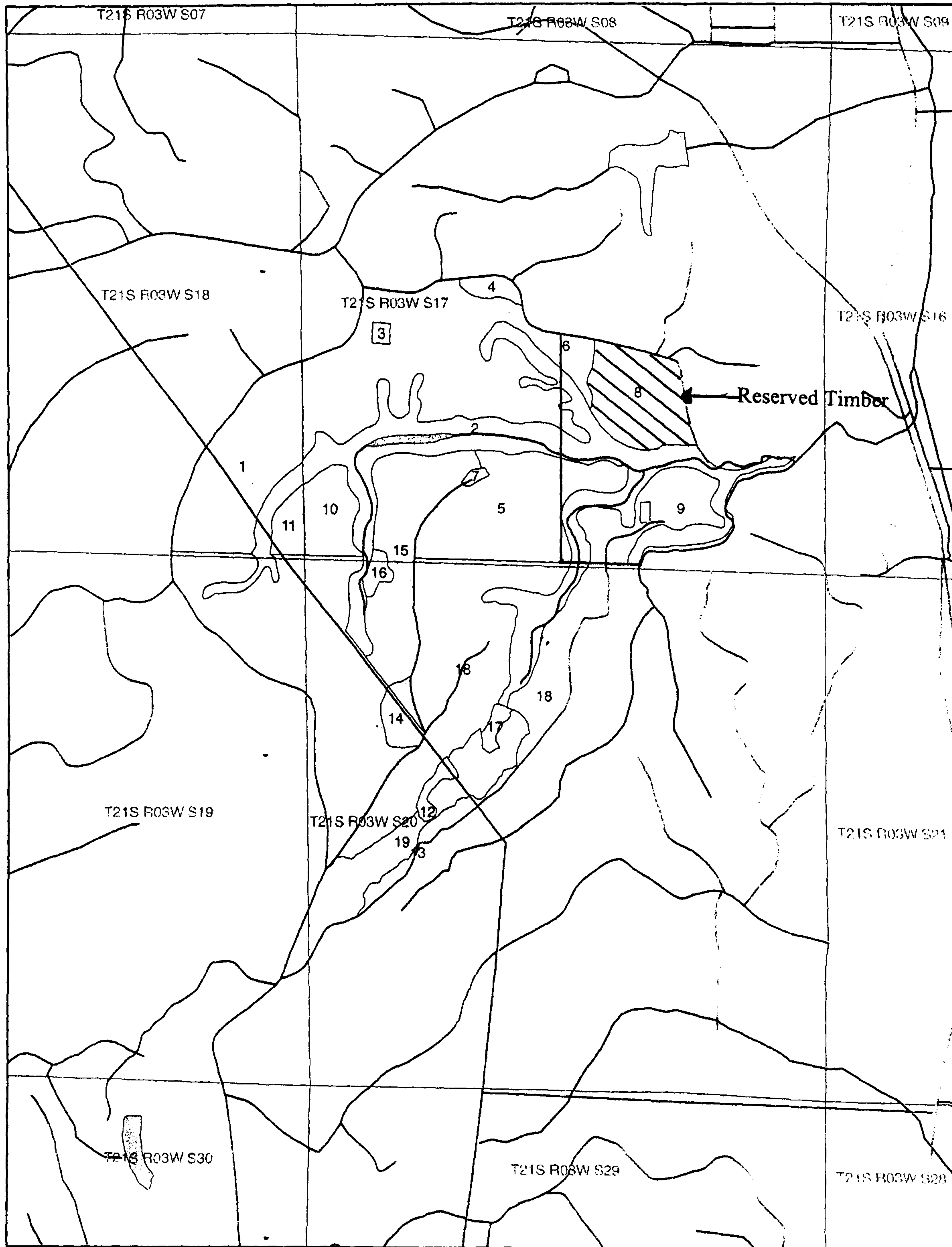


EXHIBIT "C-2"

Tract RS6039





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EXHIBIT "C-3"

Tract RS6040

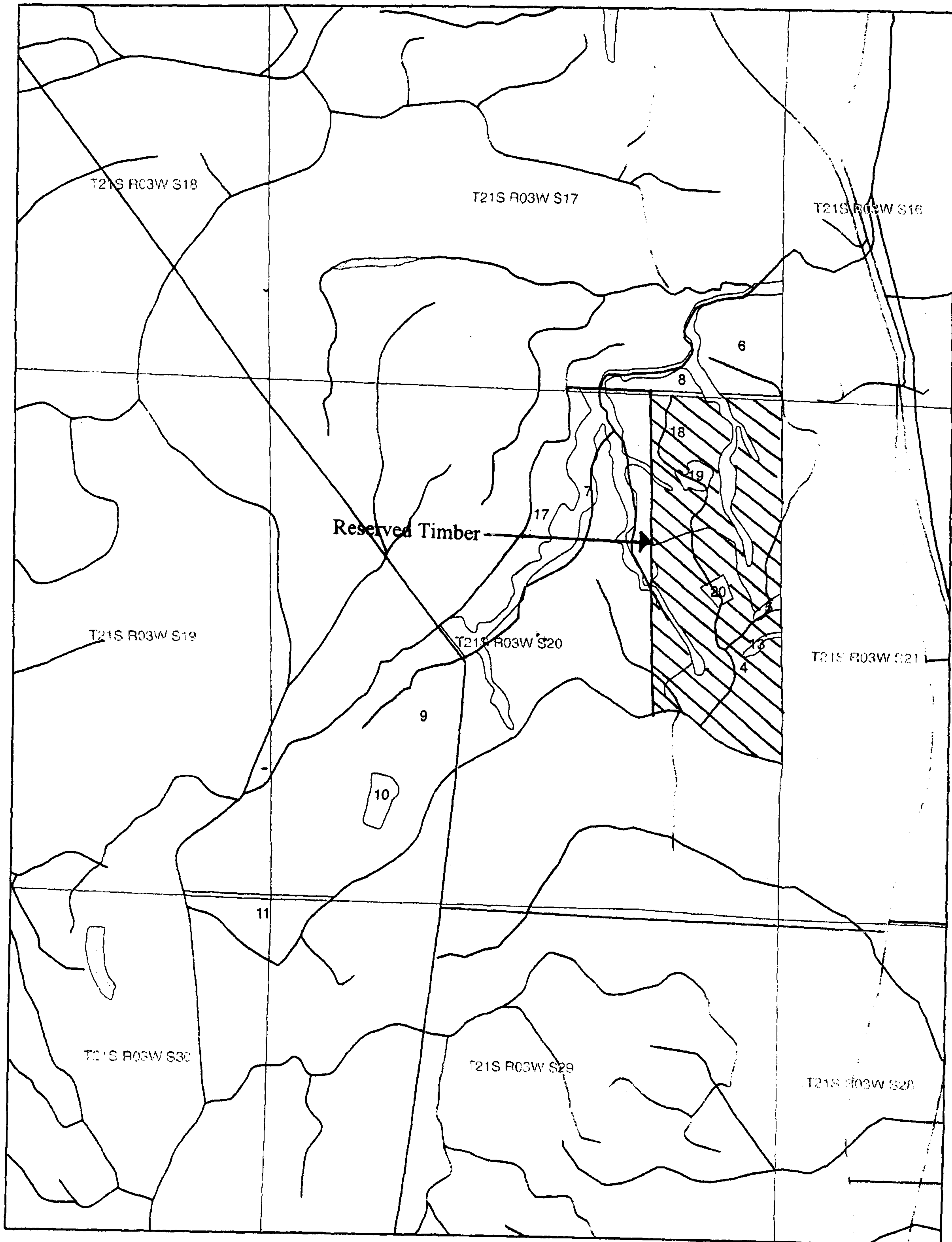


EXHIBIT "C-4"

Tract RS6041

