

Value
3,743,250

THIS DEED PREPARED WITHOUT BENEFIT OF A TITLE SEARCH

STATE OF ALABAMA

)

This document prepared by:

:

Timothy D. Davis, Esq.

COUNTY OF SHELBY

)

Sirote & Permutt, P.C.

2311 Highland Avenue South

Birmingham, Alabama 35205

QUITCLAIM DEED

R.E. No. SASE FV02 (SS 1122 Part, 1126 Part and 1230)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, having its principal place of business at 197 Clarendon Street, C-3, Boston, Massachusetts 02117 (hereinafter the "Grantor"), hereby remises, releases, quitclaims, grants, sells, and conveys to **PINE MOUNTAIN PRESERVE, LLLP**, a Delaware limited liability limited partnership, having a place of business at 2700 Highway 280 East, Suite 425, Birmingham, Alabama 35223 (hereinafter the "Grantee") all of its right, title, and interest and claim in or to that certain parcel of property situated in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto (the "Premises").

EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, ITS AFFILIATES, PERMITTEES, SUCCESSORS AND ASSIGNS, the rights hereinafter provided:

1. The Grantor hereby reserves unto Grantor, its affiliates, permittees, successors and assigns, the exclusive right to manage and harvest all timber located on the Premises; Grantor's right to manage and harvest said timber shall expire at 5:00 p.m. on December 15, 2010 (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:

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

(b) 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.

(c) Notwithstanding anything contained herein to the contrary, Grantor agrees to leave at all times approximately fifty (50) live (pine or hardwood) trees on each acre included in the Premises.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

2. By its acceptance of this deed, Grantee expressly grants to Grantor the reasonable rights of ingress and egress upon the Premises 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 Premises. 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.

3. 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.

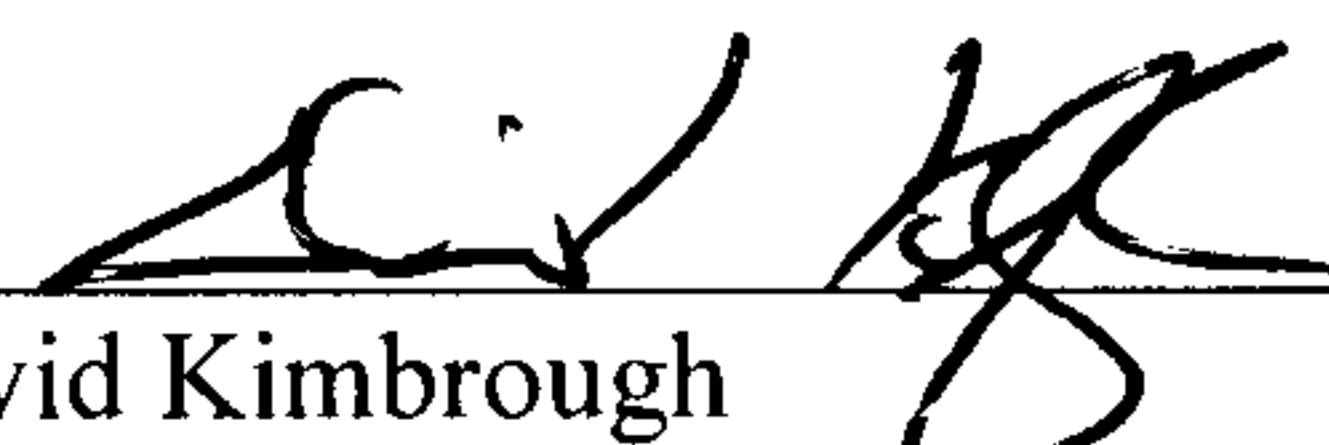
TO HAVE AND TO HOLD to the said Grantee forever.

Given under Grantor's hand and seal, this 24th day of September, 2007.

GRANTOR:

JOHN HANCOCK LIFE INSURANCE COMPANY

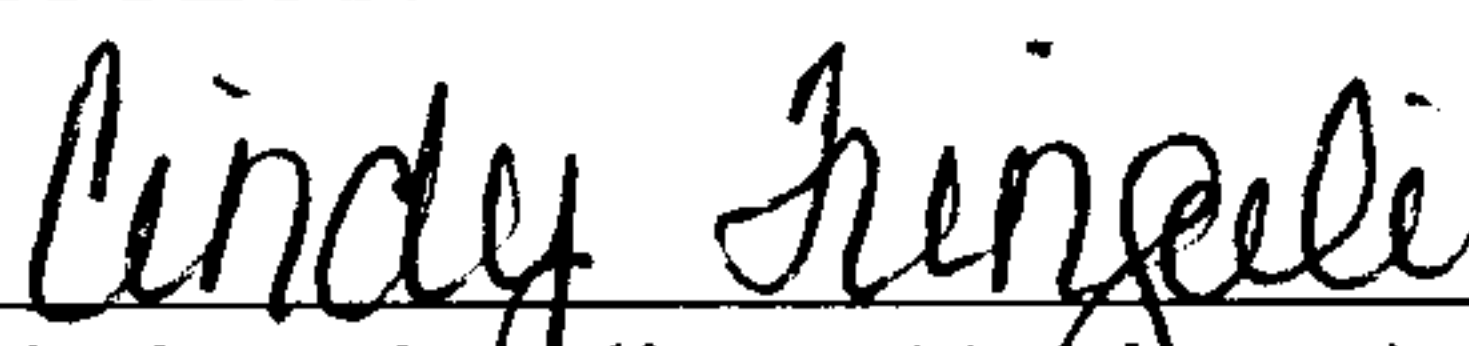
By: Hancock Natural Resource Group, Inc.,
Its Investment Manager

By 
David Kimbrough

[Seal with HNRGI Seal]

Its Vice President

ATTEST:


Cindy Tringali (Assistant) Secretary


COMMONWEALTH OF NORTH CAROLINA)

ss

COUNTY OF MECKLENBURG)

I, Ann Hardin, a Notary Public in and for said County and Commonwealth, hereby certify that David Kimbrough, whose name as Vice President 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 September 24, 2007.

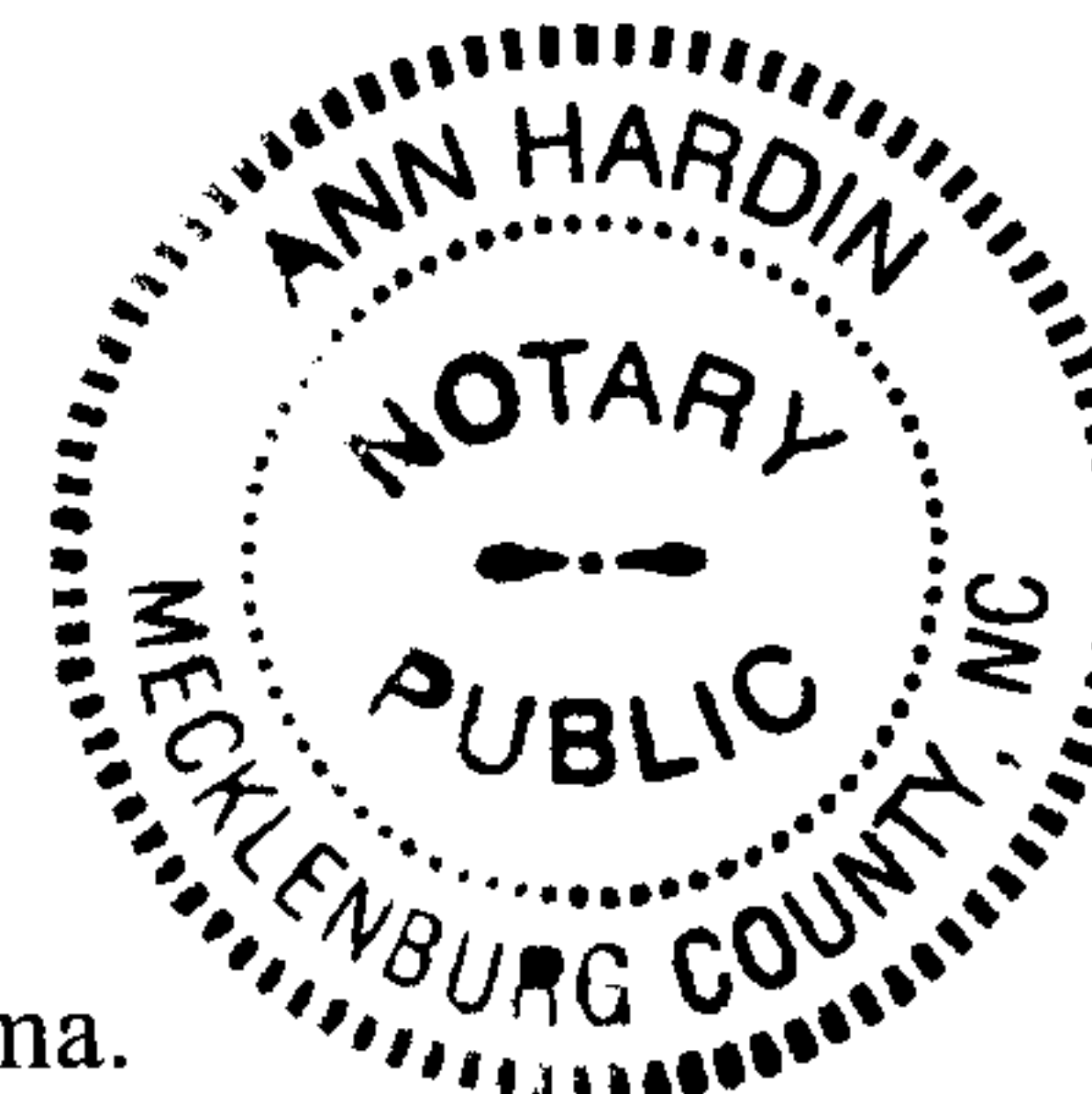

Notary Public Ann Hardin

My commission expires: 3-27-12

GRANTEE'S ADDRESS

Pine Mountain Preserve, LLLP
2700 Highway 280 East, Suite 425
Birmingham, Alabama 35223

Note: Section 10, Township 19 South, Range 1 East, Shelby County, Alabama.





20071016000479620 4/4 \$3763.50
Shelby Cnty Judge of Probate, AL
10/16/2007 10:15:37AM FILED/CERT

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

The following described property situated in Shelby County, Alabama:

From a 3/4" rebar at the S.E. corner of Section 10, T19S-R1E, run thence Grid N 02°57'33"W for a distance of 1097.81 feet to a 1/2" rebar on the Northerly boundary of Shelby County Highway #55 (80' R.O.W.), being the Point of Beginning of herein described parcel of land; thence continue N 02°57'33"W for a distance of 4223.16 feet to a 2" solid bar at the N.E. corner of said Section 10; thence run S 89°48'57"W for a distance of 5254.95 feet to a 1/2" rebar at the N.W. corner of said Section 10; thence run S 05°46'59"E for a distance of 2797.81 feet to a 5/8" rebar locally accepted as the N.W. corner of the SW1/4 of said Section 10, T19S-R1E; thence run S 89°15'39"E for a distance of 1335.82 feet to a 2" solid bar locally accepted as the N.W. corner of the NE1/4-SW1/4 of said Section 10; thence run S 00°08'05"W for a distance of 967.02 feet to a 1/2" rebar that is N 00°08'05"E a distance of 330.00 feet from a 1" crimped pipe locally accepted as the N.W. corner of the SE1/4-SW1/4 of said Section 10; thence run N 81°54'39"E for a distance of 330.00 feet to a 1/2" rebar; thence run S 00°08'05"W for a distance of 330.00 feet to a 5/8" rebar; thence run N 81°54'39"E for a distance of 592.39 feet to a 1" pipe; thence continue N 81°54'39"E for a distance of 25.00 feet to a point in the center of Muddy Prong Creek; thence run S 49°39'48"W along the centerline of said creek for a distance of 123.72 feet and the following courses: S 67°15'05"W for a distance of 98.25 feet; S 34°28'00"W for a distance of 76.15 feet; S 47°52'47"W for a distance of 97.82 feet; S 44°06'01"E for a distance of 126.64 feet; S 07°45'31"W for a distance of 63.92 feet; S 89°33'11"W for a distance of 155.87 feet; S 65°50'00"W for a distance of 53.57 feet; S 19°58'41"E for a distance of 63.03 feet; S 52°59'56"E for a distance of 142.00 feet; S 37°35'05"W for a distance of 40.89 feet; N 79°18'57"W for a distance of 142.67 feet; S 07°07'28"W for a distance of 50.32 feet; S 17°49'47"E for a distance of 167.50 feet; S 16°33'23"W for a distance of 57.84 feet; S 80°33'28"W for a distance of 56.77 feet; S 00°29'00"E for a distance of 107.48 feet; S 02°56'07"W for a distance of 166.77 feet; S 38°05'38"E for a distance of 58.41 feet; S 06°45'04"E for a distance of 44.52 feet; S 79°47'31"W for a distance of 78.45 feet; S 19°02'16"E for a distance of 86.89 feet; thence run S 03°56'06"E along said creek centerline for a distance of 126.59 feet; thence run N 81°51'14"E for a distance of 30.00 feet to a 1" pipe; thence continue N 81°51'14"E for a distance of 730.17 feet to a fence corner post; thence run S 88°54'11"E for a distance of 1662.43 feet to a 1/2" rebar on the Northwesterly boundary of Shelby County Highway #55 (80' R.O.W.); thence run N 32°34'51"E along said highway boundary for a distance of 550.37 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 23°54'31" and a radius of 1981.67 feet; thence run a chord bearing of N 34°12'54"E for a chord distance of 108.30 feet to a 1/2" rebar on said curve boundary; thence run N 14°30'04"W for a distance of 113.06 feet to a 1" square bar; thence run N 02°44'44"E for a distance of 364.84 feet to a 1" square bar; thence run N 88°28'48"E for a distance of 429.44 feet to a 1" square bar; thence run S 23°44'07"W for a distance of 97.06 feet to a 1/2" rebar on aforementioned curve boundary; thence run a chord bearing of N 56°12'25"E for a chord distance of 311.84 feet to the Point of Beginning of herein described parcel of land,

Shelby County, AL 10/16/2007
State of Alabama

Deed Tax: \$3743.50