

#200,000

SHELBY COUNTY
STATE OF ALABAMA

Send tax notice to:
Shelby Investments, LLC
c/o Timothy L. Webster
2464 Glasscott Point
Hoover, Alabama 35226

SPECIAL (STATUTORY) WARRANTY DEED
R.E. No.CH CH01 (CB 6055 & 6061)

THIS INDENTURE, made this 31st day of October, 2008, between **CAHABA FORESTS, LLC**, a Delaware limited liability company, having an address c/o Hancock Forest Management, Inc., 3891 Klein Road, Harpersville, Alabama 35078 ("Grantor"), and **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company, having an address c/o Timothy L. Webster, 2464 Glasscott Point, Hoover, Alabama 35226 ("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 rights hereinafter provided with respect to the portion of the Premises described on EXHIBIT "B" attached hereto (the "Timber Reservation Area") and such other portions of the Premises as hereinafter provided:

1. The Grantor hereby reserves unto Grantor, its affiliates, permittees, successors and assigns, the exclusive right to manage and harvest all pine timber located on the Timber Reservation Area; Grantor's right to manage and harvest said timber shall expire at 5:00 p.m. on December 15, 2009 (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 any of the Timber Reservation Area 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) 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 Department of Environmental Management 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.

(d) 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.

(e) 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.

(f) 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 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 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.

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.

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.

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

CAHABA FORESTS, LLC

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

[Seal with HNRGI Seal]

By


David Kimbrough
Its Vice President

ATTEST:

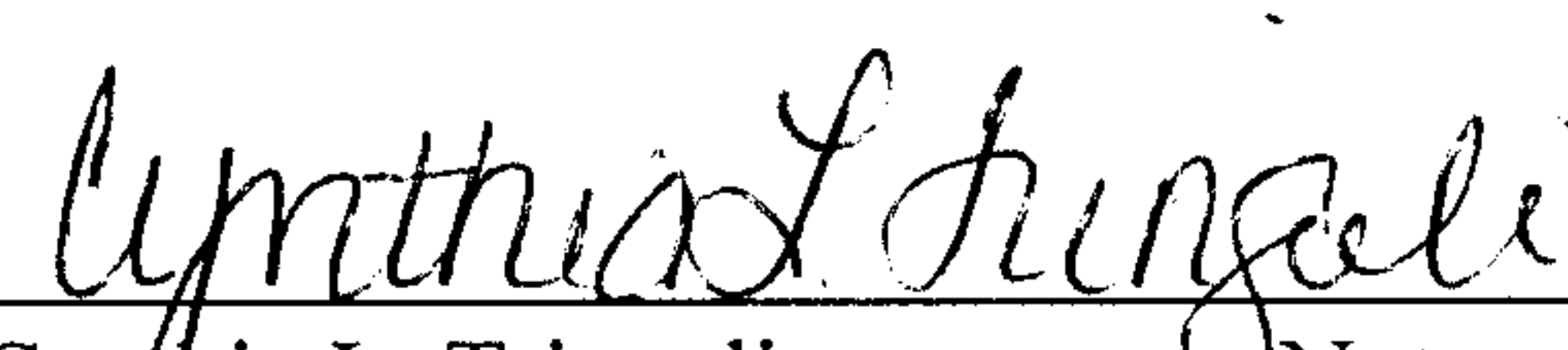

Ann Hardin (Assistant) Secretary

STATE OF NORTH CAROLINA)
) ss
COUNTY OF MECKLENBURG)

I, Cynthia L. Tringali, a Notary Public in and for said County and State, hereby certify that David Kimbrough, whose name as Vice President of Hancock Natural Resource Group, Inc., on behalf of Cahaba Forests, LLC, 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 31, 2008.




Cynthia L. Tringali Notary Public


My commission expires: Sept. 19, 2012

Prepared by:

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

Note: Sections 17 and 19, Township 21 South, Range 4 West, Shelby County, Alabama.

EXHIBIT "A"
Legal Description


20081215000466260 5/6 \$226.00
Shelby Cnty Judge of Probate, AL
12/15/2008 02:51:17PM FILED/CERT

The following described property situated in Shelby County, Alabama:

Township 21 South, Range 4 West, Shelby County, Alabama

Section 17: The West One-Half of the Southwest Quarter (W1/2 of SW1/4).

Section 19: The West One-Half of the Northeast Quarter (W1/2 of NE1/4) lying West of the Cahaba River;

The Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4);

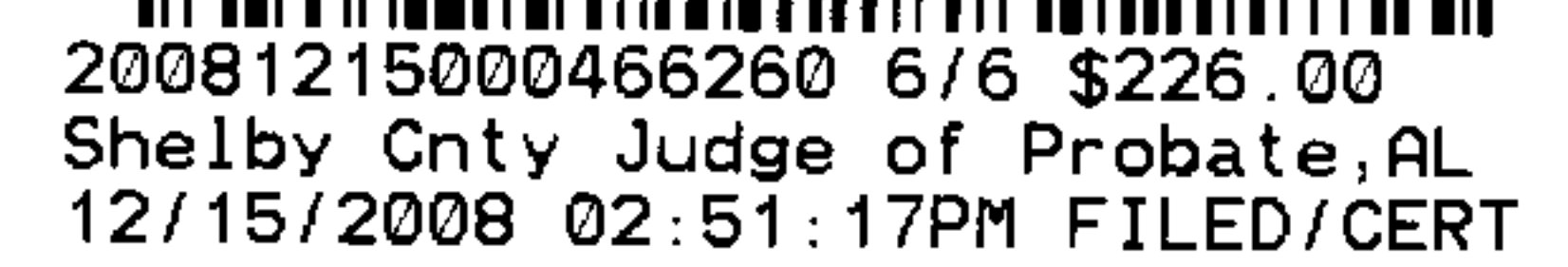
The East One-Half of the Northwest Quarter of the Northwest Quarter
(E1/2 of NW1/4 of NW1/4);

The Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) lying North of the Cahaba River;

The North One-Half of the Southwest Quarter (N1/2 of SW1/4) lying West of the Cahaba River;

LESS AND EXCEPT a parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Instrument Number 1997-13759 in the Probate Office, described as follows: strip of land one hundred (100) feet in width which lies within the N1/2 of Section 19, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Southwest corner of Section 18, Township 21 South, Range 4 West; thence run North along the West boundary line of said Section 18 a distance of 214.6 feet to a point; thence turn a deflection angle to the right of 102 degrees 28 minutes and run South 67 degrees 39 minutes 00 seconds East a distance of 713 feet, more or less, to a point, such point being the point of beginning of the strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins as such point of beginning and continues South 67 degrees 39 minutes 00 seconds East a distance of 733.0 feet to a point; thence center line turns a deflection angle to the left of 01 degree 30 minutes and runs South 69 degrees 09 minutes 00 seconds East a distance of 2,891 feet, more or less, to a point, such point being the center line of the Cahaba River; such point also being the point of ending of the strip of land herein described.

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 No. 2000-04451 and as corrected in corrective deed recorded in Instrument No. 2001-21744.



Description of Timber Reservation Area

TRACT CB6055
 Property: Cahaba
 County: Shelby
 State: Alabama

Legend:
 Tracts: [Symbol]
 Stands: [Symbol]
 County: [Symbol]
 State: [Symbol]
 Freeway: [Symbol]
 Highway: [Symbol]
 Major Road: [Symbol]
 Local Road: [Symbol]
 Forest Road: [Symbol]
 Trail: [Symbol]
 Railroad: [Symbol]

Data Sources:
 HFM Tracts, Stands Layers
 ESRI Political, Roads & Hydrology Layers

WARNING: HFM makes no representations or warranties as to the accuracy or completeness of this information. This map is NOT a legal representation of the property. The data displayed herein may be subject to one or more non-disclosure agreements and should not be shared with outside parties unless authorized by such agreement(s).

Map Details:
 Tract CB6055 is highlighted with a hatched pattern. It is located within Section 18, T21S, R4W. Surrounding tracts include CB6054 to the north, CB6061 to the east, and CB6062 to the south. Sections 7, 8, 17, 19, and 20 are also labeled. A scale bar indicates distances up to 1 mile. A north arrow is present in the top right corner.