

This instrument prepared by  
and to be returned to:  
Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
P. O. Box 55727  
Birmingham, Alabama 35255-5727

This instrument is to be cross-indexed with the Deeds  
recorded as Document #20071016000479630  
and as Document #20071016000479620

STATE OF ALABAMA       )  
                                  :  
COUNTY OF SHELBY     )

**FIRST AMENDMENT TO TIMBER RESERVATION  
AND PARTIAL RELEASE**

R.E. No. SA5E FV02 (SS 1122 Part, 1126 Part and 1230)

**THIS FIRST AMENDMENT TO TIMBER RESERVATION AND PARTIAL RELEASE**  
("Amendment") is made and entered into effective as of the 14th day of January, 2010, by  
**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation, successor by  
merger to John Hancock Life Insurance Company, a Massachusetts corporation ("Grantor"), and **PINE  
MOUNTAIN PRESERVE, LLLP**, a Delaware limited liability company ("Grantee").

**WITNESSETH:**

WHEREAS, the Grantor heretofore conveyed to the Grantee certain property situated in Section  
10, Township 19 South, Range 1 East, Shelby County, Alabama (the "Premises"), pursuant to that certain  
Special (Statutory) Warranty Deed dated September 24, 2007 (the "Warranty Deed"), and which  
Warranty Deed was filed for record on October 16, 2007, in Document No. 20071016000479630 in the  
Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, all of the Grantor's right, title and interest in and to what was purported to be the  
same Premises, but as described by surveyed legal description, was heretofore conveyed to the Grantee  
pursuant to that certain Quitclaim Deed dated September 24, 2007 (the "Quitclaim Deed"), and which  
Quitclaim Deed was filed for record on October 16, 2007, in Document No. 20071016000479620 (as  
used herein, all capitalized terms used but not otherwise defined herein shall have their respective  
meanings as ascribed thereto in the Warranty Deed and the Quitclaim Deed; the term "Premises" as  
hereinafter used shall mean the "Premises" as described respectively in the Warranty Deed and the  
Quitclaim Deed; and the Warranty Deed and the Quitclaim Deed being herein sometimes referred to each  
singularly as a "Deed" and collectively as "Deeds"); and

WHEREAS, the conveyance by the Grantor to the Grantee of the Premises pursuant to each the  
respective Deeds was subject to the reservation by the Grantor, as provided in Paragraphs 1, 2 and 3 of  
each of the Deeds, of certain rights with respect to the management and harvesting of timber located on  
the Premises (the "Timber Rights"), including the right of ingress and egress over the Premises as  
necessary in connection with the exercise of the Timber Rights, until 5:00 p.m. on December 15, 2010  
(the "Timber Reservation Expiration Date"); and

WHEREAS, the parties have agreed to an extension of the Timber Reservation Expiration Date until December 15, 2011, with respect to the portion of the Premises located west of Highway 55 and east of Muddy Prong in Section 10, Township 19 South, Range 1 East, Shelby County, Alabama, as more fully depicted on Exhibit A attached hereto and made a part hereof (the "Continued Timber Reservation Area"); and

WHEREAS, the parties have further agreed that the Grantor shall release and terminate its Timber Rights with respect to the portion of the Premises located west of Muddy Prong in Section 10, Township 19 South, Range 1 East, Shelby County, Alabama (the "Timber Reservation Released Areas"); and

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. Paragraphs 1, 2 and 3 as set forth in each of the Deeds are hereby amended as follows:

(a) The Timber Reservation Expiration Date is hereby extended until December 15, 2011, and, in all places in the respective Deeds where the term "Timber Reservation Expiration Date" is used, it shall be deemed to mean December 15, 2011.

(b) The term "Premises", where said term is used in said Paragraphs 1, 2 and 3 of each of the Deeds, shall be deemed to mean only the Continued Timber Reservation Area, and shall specifically not include any of the Timber Reservation Released Areas.

2. With respect only to the Timber Reservation Released Areas, the Grantor, for itself, its successors and assigns, does hereby disclaim, release, terminate, quitclaim and discharge the Timber Rights with respect to the Timber Reservation Released Areas, and any and all other restrictions, obligations, conditions, covenants or any other rights, including, without limitation, ingress and egress rights, or interest relating thereto, created by or arising out of either of the Deeds with respect to the Timber Reservation Released Areas. The intent of this instrument is to release and terminate said Timber Rights in their entirety with respect to the Timber Reservation Released Areas, and the Grantor further acknowledges and agrees that, with the termination thereof, the Grantor shall have no further rights or interest with respect to any of the Timber Reservation Released Areas; provided, however, that this release and termination shall not affect the Grantor's Timber Rights over the Continued Timber Reservation Area.

3. Except as hereinabove expressly amended, the terms and conditions of each of the Deeds shall remain in full force and effect and are hereby ratified and affirmed.

**- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -**



IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed by their respective duly authorized representatives effective as of the day and year first above written.

**GRANTOR:**


**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, successor by merger to John Hancock Life Insurance Company

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

By   
Name: David Kimbrough  
Title: Vice President

[Seal with HNRGI Seal]

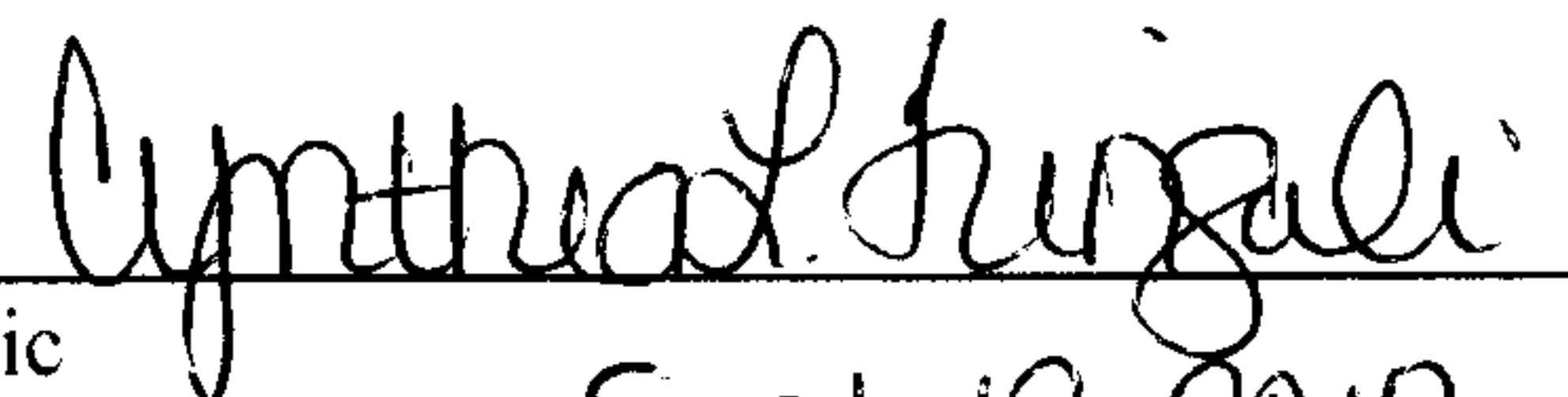
ATTEST:

  
**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., a Delaware corporation, acting in its capacity as Investment Manager of John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, successor by merger to John Hancock Life Insurance Company, a Massachusetts corporation, 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) for and as the act of said Hancock Natural Resource Group, Inc., acting in its capacity as Investment Manager of said John Hancock Life Insurance Company (U.S.A.) as aforesaid.

(SEAL)

  
Notary Public  
My Commission Expires: Sept. 19, 2012

[SIGNATURE OF GRANTEE ON FOLLOWING PAGE]



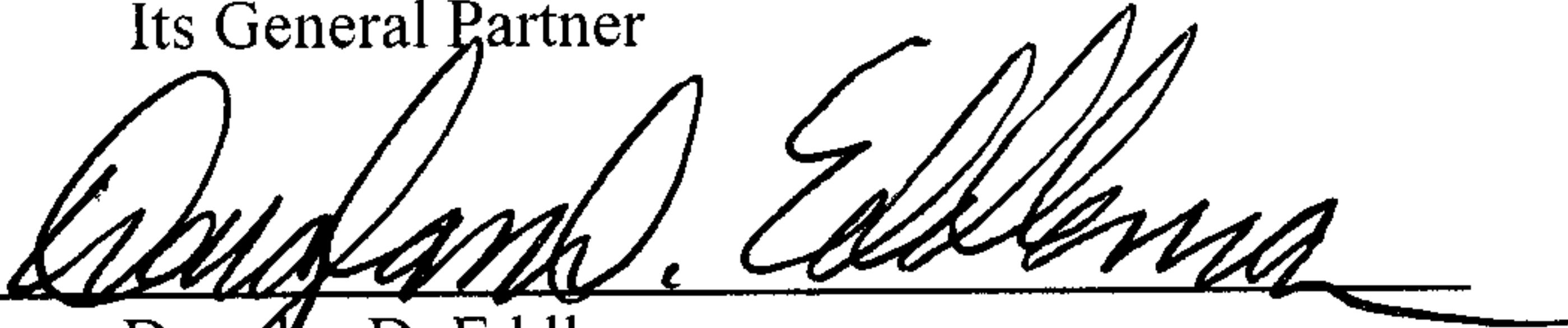


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 Shelby Cnty Judge of Probate, AL  
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**GRANTEE:**

**PINE MOUNTAIN PRESERVE, LLLP**

By: Eddleman Properties, LLC  
 Its General Partner

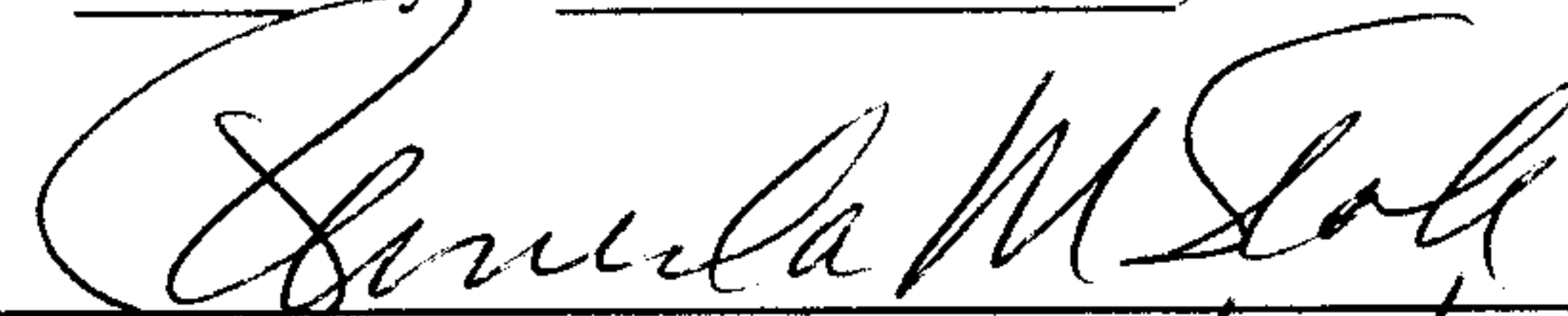
By:   
 Name: Douglas D. Eddleman  
 Title: Managing Member

STATE OF ALABAMA )  
 )  
 COUNTY OF Jefferson ) ss

I, Pamela M Seale, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Properties, LLC, an Alabama limited liability company, acting in its capacity as General Partner of Pine Mountain Preserve, LLLP, a Delaware limited liability partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as General Partner of said limited liability partnership as aforesaid.

Given under my hand and official seal on this 11<sup>th</sup> day of January, 2010.

(SEAL)

  
 Notary Public  
 My Commission Expires: 3/13/2010





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Shelby Cnty Judge of Probate, AL  
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**Exhibit A - Timber Reservation**  
**on SS 1126, SS 9126**

