

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 #20070207000057370
and as Document #20070207000057380
and Amendment/Partial Release recorded
as Document #20100122000022650

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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

R.E. No. SA5E FV02 (SS 1121 Part, 1122 Part and 1126 Part)

THIS SECOND AMENDMENT TO TIMBER RESERVATION AND PARTIAL RELEASE ("Amendment") is made and entered into effective as of the 10th day of May, 2011, 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 Sections 3 and 11, Township 19 South, Range 1 East, Shelby County, Alabama (the "Premises"), pursuant to that certain Special (Statutory) Warranty Deed dated January 18, 2007 (the "Warranty Deed"), and which Warranty Deed was filed for record on February 7, 2007, in Document No. 20070207000057370 in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office"), 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 January 18, 2007 (the "Quitclaim Deed"), and which Quitclaim Deed was filed for record on February 7, 2007, in Document No. 20070207000057380 in the Recording Office (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, pursuant to that certain First Amendment to Timber Reservation and Partial Release dated January 14, 2010, and filed for record on January 22, 2010, in Document No. 20100122000022650 in the Recording Office (the "First Amendment"), (a) the Grantor released and terminated its Timber Rights with respect to certain portions of the Premises described as the "Timber Reservation Released

Areas” in the First Amendment, and (b) the Timber Reservation Expiration Date was extended until December 15, 2011, with respect to the portion of the Premises described as the “Continued Timber Reservation Area” in the First Amendment; and

WHEREAS, the parties have agreed to a further extension of the Timber Reservation Expiration Date until June 15, 2013, with respect to the portion of the Premises as generally depicted on Exhibit A attached hereto and made a part hereof, and being, specifically, that portion of the Premises located southwest of that portion of the line (the “Dividing Line”) legally described on Exhibit B attached hereto and made a part hereof, which is situated in Section 11, Township 19 South, Range 1 East, Shelby County, Alabama, and west of Highway 55 (such area still being referred to as 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 all portions of the Premises not heretofore released in the First Amendment and which are not included in the Continued Timber Reservation Area, as defined in this Amendment, and, specifically, being all portions of the Premises situated in Section 11, Township 19 South, Range 1 East, Shelby County, Alabama, which are located north of the Dividing Line (such areas, together with those areas described as the Timber Reservation Released Areas in the First Amendment, being herein collectively referred to the “Timber Reservation Released Areas”).

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, as heretofore amended by the First Amendment, are hereby further amended as follows:

(a) The Timber Reservation Expiration Date is hereby extended until June 15, 2013, and, in all places in the respective Deeds where the term “Timber Reservation Expiration Date” is used, it shall be deemed to mean June 15, 2013.

(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 (as defined in this Amendment), 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 (as defined in this Amendment).

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 -

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) ss

Jefferson

I, Brandy K. Parsons, 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 12 day of May, 2011.

(SEAL)

Brandy K Parsons
Notary Public
My Commission Expires: 4/4/14



20110518000149150 5/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/18/2011 03:01:12 PM FILED/CERT

EXHIBIT A

**Exhibit A - Retained Timber Reservation
on SS1126 and SS9126**

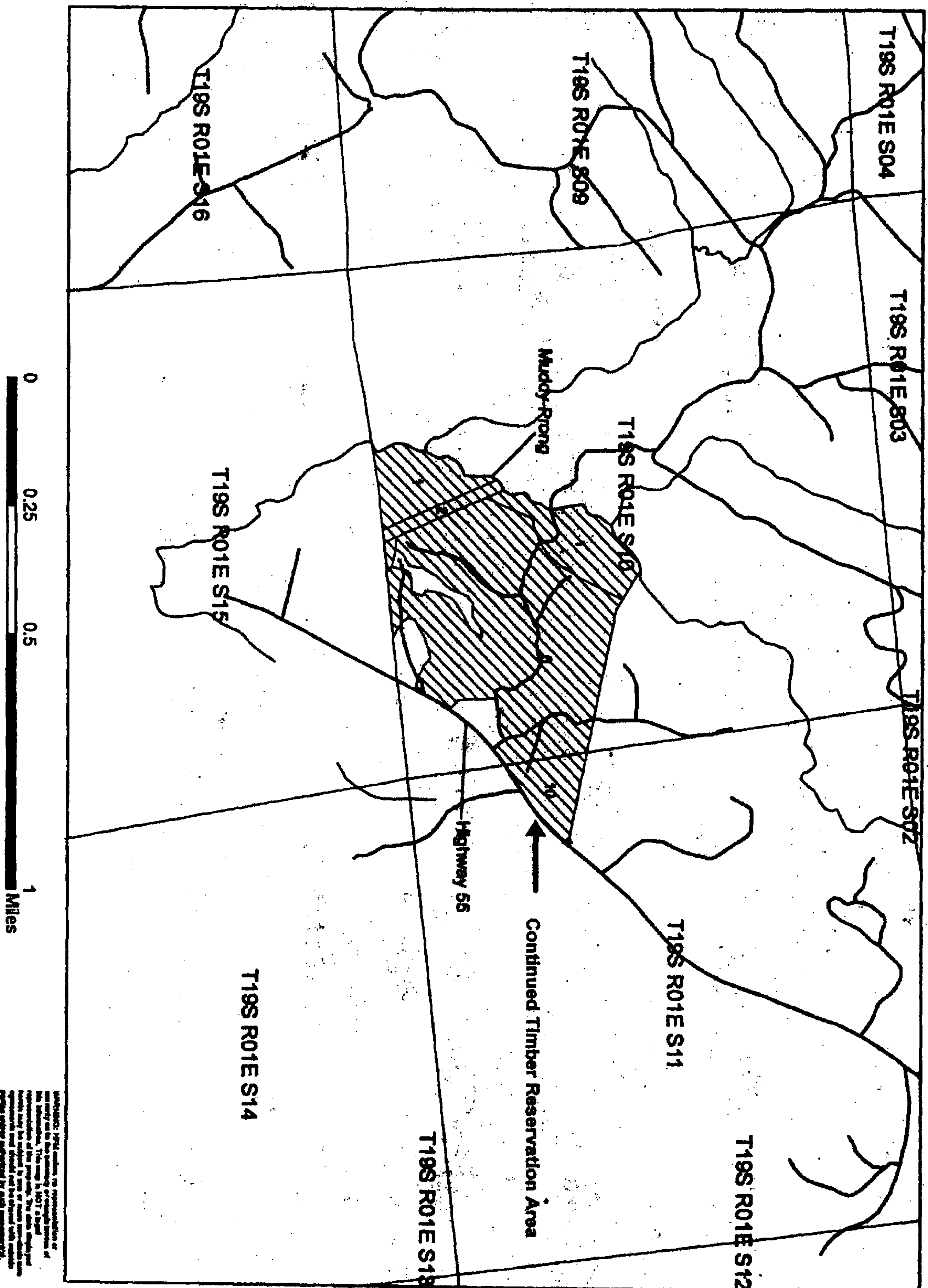


EXHIBIT B

LEGAL DESCRIPTION OF DIVIDING LINE

For purposes of this Amendment, the "Dividing Line" shall be that portion of the following described line which is situated in Section 11, Township 19 South, Range 1 East, Shelby County, Alabama:

Commence at a 2" solid bar being the Northwest corner of Section 11, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 02° 57' 33" East along the West boundary of said Section 11 for a distance of 3375.67 feet; thence proceed South 72° 51' 28" East for a distance of 944.85 feet (set 1/2" rebar) to a point on the Northwesterly right-of-way of Shelby County Highway No. 55, said point also being the point of beginning. From this beginning point proceed North 72° 51' 28" West for a distance of 2436.78 feet (set 1/2" rebar); thence proceed North 52° 01' 22" West for a distance of 1443.57 feet (set 1/2" rebar) to the termination of said surveyed line.

The above property is located in the Northwest one-fourth of the Southwest one-fourth of Section 11, the Northwest one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Northeast one-fourth of Section 10, Township 19 South, Range 1 East, Shelby County, Alabama.