

STATE OF ALABAMA

COUNTY OF SHELBY

CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**"), dated effective as of June 4, 2012, is made by and among **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation (hereinafter "**Lender**"), **CAHABA FORESTS, LLC**, a Delaware limited liability company (hereinafter "**Grantor**"); and **SHOAL CREEK HOLDINGS, LLC**, an Alabama limited liability company (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Lender has made a loan to Grantor in the amount of \$74,000,000.00 (the "**Loan**"), which Loan is evidenced by certain Notes payable to the order of Lender in the total original face amount of \$74,000,000, which Notes are secured by, among other documents, a certain **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT** (as the same may be modified or amended, the "**Mortgage**"), recorded in Instrument No. 20100624000199880 in the Probate Office of Shelby County, Alabama, which Mortgage encumbers, certain property legally described therein (the "**Property**"); and

WHEREAS, pursuant to a certain Grant of Easement by and between Grantor and Grantee and being recorded simultaneously herewith with the Office of the Probate Judge of Shelby County, Alabama (hereinafter referred to as the "**Access Easement**"), Grantor has granted an access easement across a portion of the Property (legally described in the Access Easement and defined as the "**Easement Area**") to Grantee; and

WHEREAS, Grantee has requested that Lender agree not to disturb Grantee's rights in the Easement Area pursuant to the Access Easement in the event Lender forecloses the Mortgage, or acquires the Property pursuant to any power of sale contained in the Mortgage or receives a transfer of the Property by a conveyance in lieu of foreclosure of the Property (collectively, a "**Foreclosure Sale**") but only if Grantee is not then in default under the Access Easement and Grantee attorns to Lender or a third party purchaser at the Foreclosure Sale (a "**Foreclosure Purchaser**"); and

WHEREAS, Lender, Grantor, and Grantee desire to confirm their understanding with respect to said Access Easement.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grantee Acknowledgement of Subordination**. The Access Easement and all of Grantee's rights under the Access Easement are and shall remain subordinate to the Mortgage and the lien of the Mortgage, to all rights of Lender under the Mortgage and to all renewals, amendments, modifications and extensions of the Mortgage.
2. **Lender Non-Disturbance**. So long as Grantee complies with this Agreement and is not in default under any of the provisions of the Access Easement: (i) the Access Easement shall continue in full force and effect as a direct easement between Lender (or a Foreclosure Purchaser) and Grantee; and (ii) Lender (or Foreclosure Purchaser) will not disturb the possession of Grantee, subject to this

Agreement. To the extent that the Access Easement is extinguished as a result of a Foreclosure Sale, a new Access Easement shall automatically go into effect upon the same terms and provisions as contained in the Access Easement between Grantor and Grantee, except as set forth in this Agreement, for the unexpired term of the Access Easement. Upon Lender's (or Foreclosure Purchaser's) acquisition of title to the Property, Lender (or Foreclosure Purchaser) will perform all of the obligations imposed on the Grantor by the Access Easement except as set forth in this Agreement; provided, however, that Lender (or Foreclosure Purchaser) shall not be: (i) liable for any act or omission of any prior owner of the Property (including Grantor); or (ii) subject to any offsets or defenses that Grantee might have against any prior owner of the Property (including Grantor); or (iii) bound by any amendment, modification, assignment or termination of the Access Easement made without the written consent of Lender; (iv) obligated or liable with respect to any representations, warranties or indemnities of Grantor contained in the Access Easement; or (v) liable to Grantee or any other party for any conflict between the provisions of the Access Easement and the provisions of any other access easement affecting the Property which is not entered into by Lender.

3. **Grantee Attornment.** Grantee agrees to attorn to and accept Lender (or Foreclosure Purchaser) as grantor under the Access Easement and to be bound by and perform all of the obligations imposed by the Access Easement, or, as the case may be, under the new access easement, in the event that the Access Easement is extinguished by a Foreclosure Sale.

4. **Notice.** Any notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

Lender: Metropolitan Life Insurance Company
10 Park Ave.
Morristown, NJ 07962
Attn: Agricultural Investments Legal Department –
Loan numbers 193969 & 193970

And

Metropolitan Life Insurance Company
6750 Poplar Ave., #109
Germantown, TN 38138
Attn: Loan numbers 193969 & 193970

Grantor: Cahaba Forests, LLC
c/o Hancock Natural Resource Group, Inc.
99 High Street, 26th Floor
Boston, Massachusetts 02110-2320

Grantee: Shoal Creek Holdings, LLC
4305 Kings Mountain Ridge
Birmingham, Alabama 35242
Attn: Joseph S. McCarty

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

5. **Counterparts.** This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument.


6. **Successors and Assigns.** This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

7. **Miscellaneous.** Lender shall not be subject to any provision of the Access Easement that is inconsistent with this Agreement. Nothing in this Agreement shall be construed to derogate from or in any way impair or affect the lien or the provisions of the Mortgage. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

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This instrument prepared by:

Metropolitan Life Insurance
6750 Poplar Ave. #109
Germantown, TN 38138


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, as of the day and year first above written.

LENDER:

Metropolitan Life Insurance Company, a New York corporation

By: C. Ray Jfl

Title: Director

Date: 5/30/2012

STATE OF TENNESSEE
COUNTY OF SHELBY

I, LINDA M. MACARTHUR, a Notary Public of the County and State aforesaid, certify that C. RAY SMITH personally appeared before me this day and acknowledged that he/~~she~~ is A DIRECTOR of **Metropolitan Life Insurance Company**, a New York corporation, and being authorized to do so, voluntarily signed the foregoing Consent, Non-Disturbance and Attornment Agreement on behalf of **Metropolitan Life Insurance Company** for the purpose stated therein and in the capacity indicated.

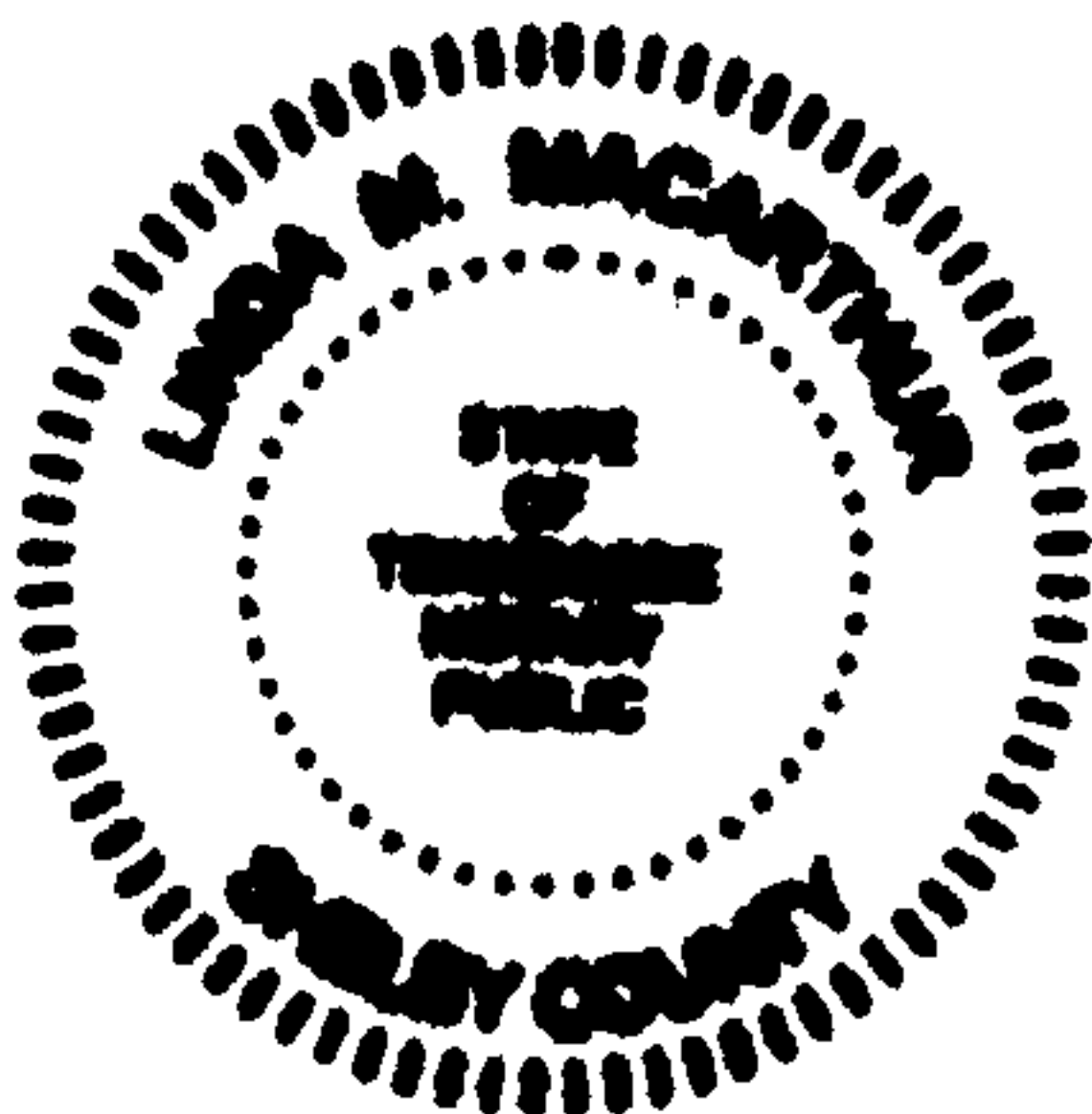
Witness my hand and official seal this the 30TH day of MAY, 2012.

(Official Seal)

Linda M. MacArthur
Notary Public

LINDA M. MACARTHUR
Printed Name

My commission expires: 05-11-2015



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GRANTOR:

Cahaba Forests, LLC, a Delaware limited liability company

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

By: 
Name: David Kimbrough
Title: Vice President

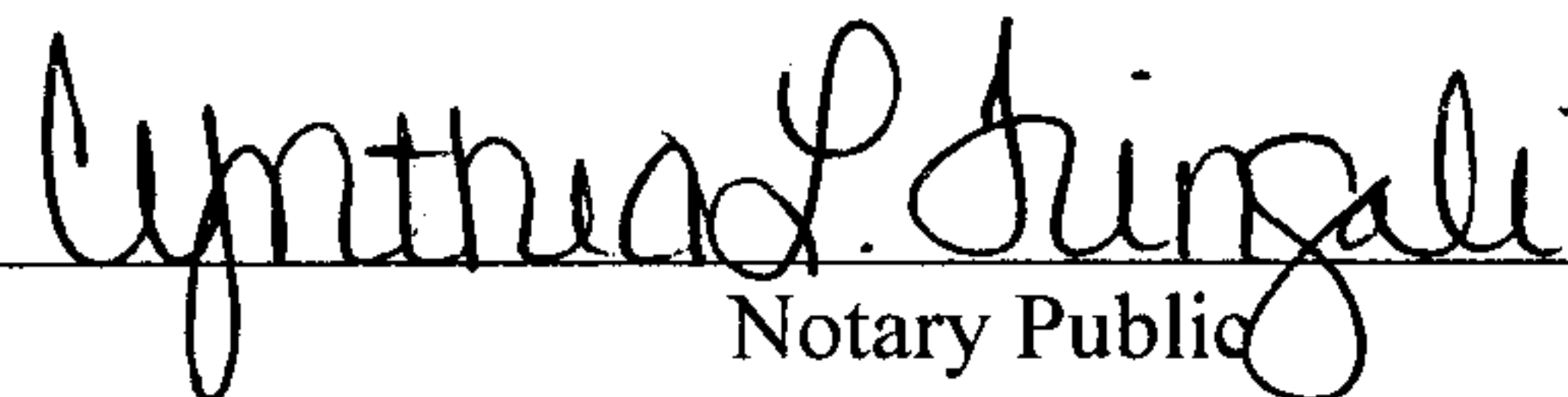
Date: May 18, 2012

STATE OF NORTH CAROLINA
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, the Manager of Cahaba Forests, LLC, a Delaware limited liability 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, he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) for and on behalf of said Cahaba Forests, LLC, by said Hancock Natural Resource Group, Inc., by authority of and as the free act and deed of said Cahaba Forests, LLC.

Witness my hand and official seal this the 18th day of May, 2012.

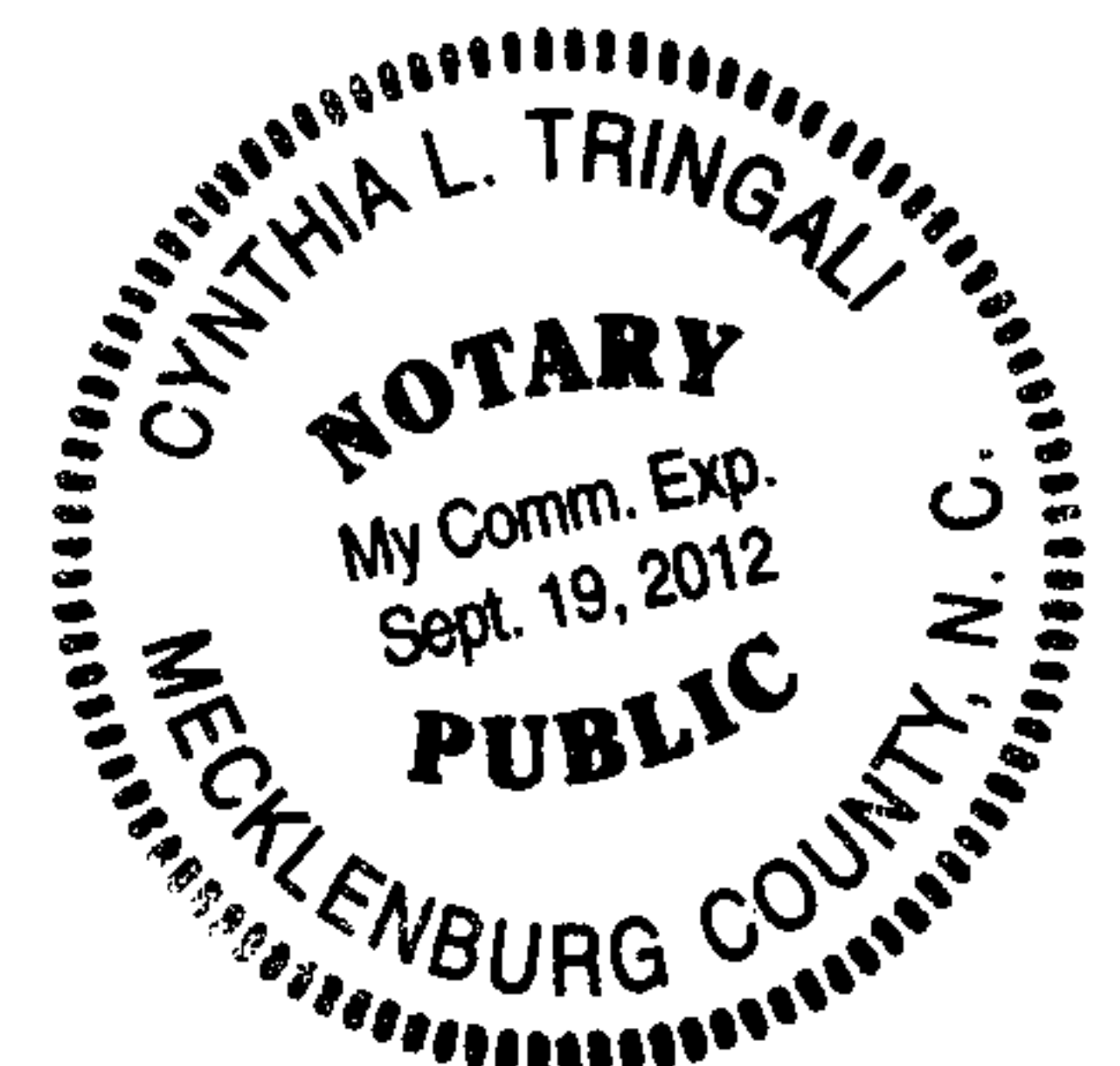
(Official Seal)



Notary Public

Cynthia L. Tringali

Printed Name

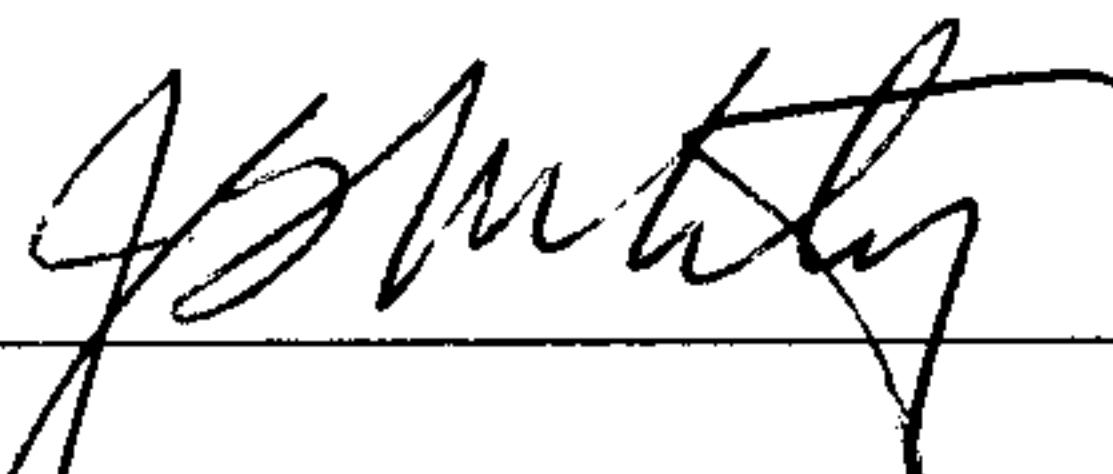
My commission expires: September 19, 2012




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GRANTEE:

SHOAL CREEK HOLDINGS, LLC

By: 

Title: Member

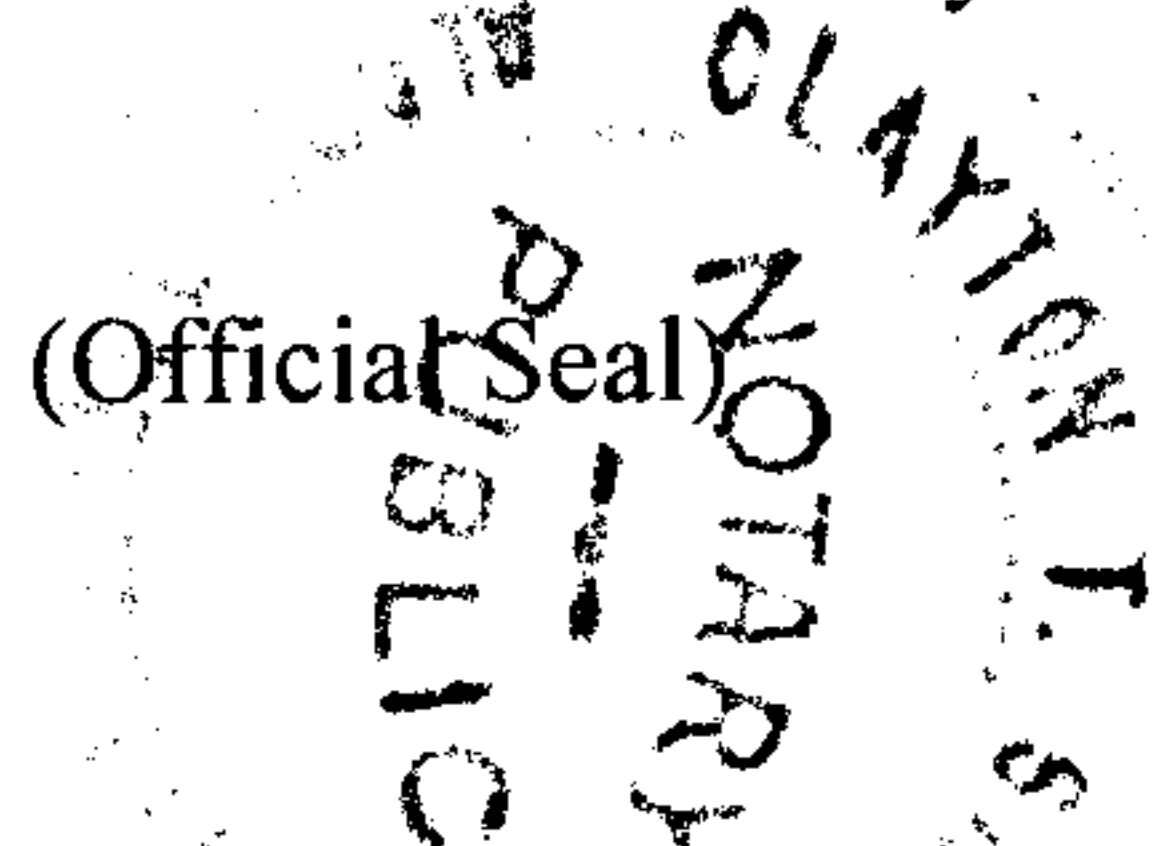
Date: June 4, 2012

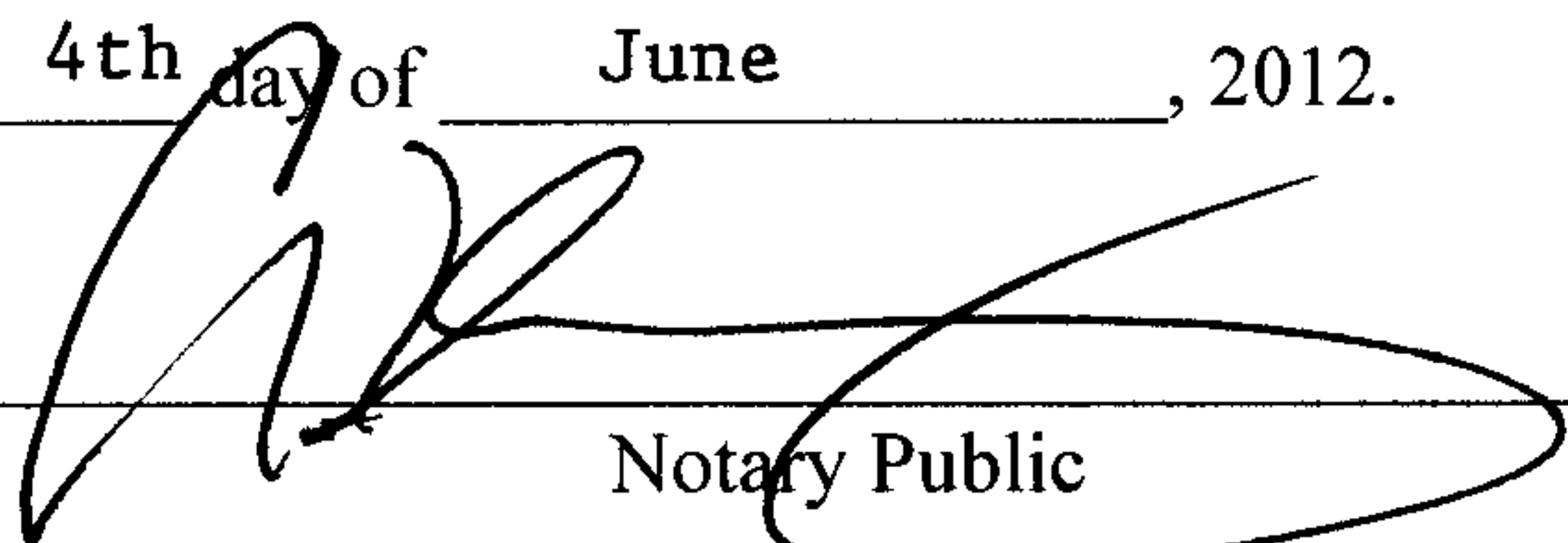
STATE OF ALABAMA

COUNTY OF Jefferson

I, Clayton T. Sweeney, a Notary Public of the County and State aforesaid, certify that Joseph S. McCarty, whose name as a Member of Shoal Creek Holdings, LLC, an Alabama limited liability company, is signed to the foregoing Consent, Non-Disturbance and Attornment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal this the 4th day of June, 2012.




Notary Public

Clayton T. Sweeney
Printed Name

My commission expires: 6/5/2015



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