



20121205000464490 1/13 \$1844.00
Shelby Cnty Judge of Probate, AL
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This document prepared by: Trent Jernigan
WOMBLE CARLYLE SANDRIDGE &
RICE, LLP
One West Fourth Street
Winston-Salem, NC 27101

When recorded return to:

STATUTORY WARRANTY DEED

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

KNOW ALL MEN BY THESE PRESENTS, THAT, JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, successor by merger to John Hancock Life Insurance Company, and having an office and address of c/o Hancock Natural Resource Group, Inc., 99 High Street, 26th Floor, Boston, Massachusetts, 02110 (hereinafter referred to as "Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by CAHABA TIMBERLANDS LLC, a Delaware limited liability company, having an office and address of c/o Resource Management Service, LLC, 31 Inverness Center Pkwy., Suite 360, Birmingham, AL 35242 ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does by these presents, grant, bargain, sell and convey unto Grantee, all the following described property, to wit (the "Property"):

(SEE **EXHIBIT A** ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF)

Together with (i) all timber growing or standing thereon, (ii) all buildings thereon, (iii) all roads, bridges and other improvements and fixtures thereon, and (iv) all other privileges, appurtenances, easements and other rights appertaining thereto.

THE CONVEYANCES and rights set forth herein shall benefit and be binding upon Grantor and Grantee and their respective heirs, successors and assigns, as their interests may appear.

TO HAVE AND TO HOLD the Property unto Grantee and unto its successors and assigns, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee and its successors and assigns, forever, **IN FEE SIMPLE**.

GRANTOR hereby covenants with Grantee that the property is free from all encumbrance made by Grantor and Grantor shall warrant and forever defend the right, title and interest to the Property into Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other; provided, however, this conveyance is made subject to the matters set forth on **EXHIBIT B** attached hereto and incorporated herein by reference for all purposes (collectively, the "Permitted Exceptions").

Except as set forth in Grantor's warranty of title herein or in any representations and warranties of Seller in Article VI of that certain Purchase and Sale Agreement dated as of October 30, 2012, between Grantor and Resource Management Service, LLC, as amended, and as assigned by Resource Management Service, LLC, to Grantee by Assignment and Assumption of Purchase and Sale Agreement dated on or about the date hereof, the Property described hereunder is hereby conveyed to Grantee in an "AS IS" and "**WITH ALL FAULTS**" condition as of the date hereof, including, without limitation, (i) the existence or non-existence of access to or from the Property or any portion thereof; (ii) the number of acres comprising the Property; (iii) the volume, condition or quality of timber on the Property; (iv) logging conditions or feasibility; (v) the stability of soils; (vi) suitability, habitability, merchantability or fitness of the Property for any construction or development, or for the Grantee's intended use; (vii) the condition of any other structure or improvements on the Property; (viii) encroachment or boundary questions; (ix) compliance with any laws; (xi) drainage, availability or adequacy of water, sewer or other utilities, zoning, access and similar matters; or (xi) any other matters related to the Property.

Grantor and Grantee hereby expressly agree that it is not the intention of either party to violate any public policy or law, and that if any sentence, paragraph, clause, or part thereof or combination of the same is in violation of the laws of the State of Alabama, such sentence, paragraph, clause, or part thereof or combination of the same alone shall be void, and the remainder of such paragraph and this Statutory Warranty Deed shall remain binding upon Grantor and Grantee. Grantor and Grantee further acknowledge that it is their intention that the

provisions of this Statutory Warranty Deed be binding only to the extent that they may be lawful under existing applicable laws, and in the event that any provision of this Statutory Warranty Deed is determined by a court of law to be overly broad or unenforceable, the valid provisions shall remain in full force and effect.

When the context requires in this Statutory Warranty Deed or its exhibits, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular.

EXECUTED to be effective the 16th day of November, 2012.

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

ATTEST:

Ann Hardin

(Assistant Secretary)

Print Name: Ann Hardin

By: Hancock Natural Resource Group, Inc.
Its Advisor

By:

Title: Vice President

Print Name: David Kimbrough

[SEAL]

[illegible]

I, Cynthia L. Tringali, a Notary Public in and for the State and County aforesaid, hereby certify that David Kimbrough (Name), whose name as Vice President (Title) of Hancock Natural Resource Group, Inc., a Delaware corporation, the Advisor of John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, as successor by merger to John Hancock Life Insurance Company, is signed to the foregoing Deed and who is known to me or has produced sufficient identification to me, acknowledged before me on this day that being informed of the contents of the foregoing Deed, s/he, as such Officer and with full authority, did execute the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this 16th day of November, 2012.



Cynthia L. Kingali
Notary Public

My commission expires:

September 19, 2017

[Notary Seal]



Exhibit A
Description of Property

Township 22 South, Range 4 West

Section 4:

The Northeast Quarter (NE1/4);
The South One-Half of the Northwest Quarter (S1/2 of NW1/4);
The Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4);
The South One-Half of the Southeast Quarter (S1/2 of SE1/4);
The Southwest Quarter (SW1/4);
The North One-Half of the Northwest Quarter (N1/2 of NW1/4).

Section 9:

The Southeast of the Northeast Quarter (SE1/4 of NE1/4);
The East One-Half of the Southeast Quarter (E1/2 of SE1/4);
The West One-Half of the Northwest Quarter (W1/2 of NW1/4);
The Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4);
The West One-Half of the Northeast Quarter (W1/2 of NE1/4);
The East One-Half of the Northwest Quarter (E1/2 of NW1/4) together with the permanent, non-exclusive easement as described in Reciprocal Forestry Road Easement between Great Eastern Timber Company LLC and John Hancock Life Insurance Company, dated November 22, 2004, as recorded in Inst. #20041208000672240, in the Probate Office of Shelby County, Alabama.

Township 21 South, Range 5 West

Section 24:

The North One-Half of the Southwest Quarter (N1/2 of SW1/4).

TOGETHER WITH: Reciprocal Forestry Road Easement between
Great Eastern Timber Company LLC and John Hancock Life
Insurance Company recorded in Inst. #20041208000672240.

BEING a portion of the property conveyed to John Hancock Life Insurance Company by Statutory Warranty Deed from U.S. Alliance Coosa Pines Corporation, an Alabama corporation, dated February 10, 2000, recorded February 14, 2000 in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 2000-04448.

Exhibit B to Statutory Warranty Deed
Permitted Exceptions

The following shall be deemed Permitted Exceptions:

- (a) Restrictions on the ability to build upon or use the Property imposed by any current or future applicable development standards, building or zoning ordinances or any other Laws (including but not limited to applicable environmental laws);
- (b) To the extent a tract included in the Property is bounded or traversed by a river, stream, branch, lake or other water source:
 - i. the rights, if any, of upper and lower riparian owners and the rights of others to navigate such river or stream;
 - ii. the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes or to gain access thereto;
 - iii. any claim of lack of title to the Property formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and
 - iv. any portion of the Property which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by Law;
- (c) To the extent any portion of the Property is bounded or traversed by a public road or maintained right of way, the rights of others, if any (whether owned in fee or by easement), in and to any portion of the Property that lies within such road or maintained right of way;
- (d) Railroad tracks and related facilities, if any (whether owned in fee or by easement), and related railroad easements or rights of way, if any, traversing the Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith;
- (e) Intentionally omitted;
- (f) Subject to the apportionment provisions of the Purchase and Sale Agreement referenced in this Statutory Warranty Deed, (a) all ad valorem property or other taxes (other than income taxes) not yet due and payable in respect of the Property for the tax period during which the conveyance of the Property occurs and all subsequent tax periods, (b) all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority having jurisdiction over the Property for the tax period during which the conveyance of the Property occurs and all subsequent tax periods, (c) any additional or supplemental taxes that may result from a reassessment of the Property for the tax period during which the conveyance of the Property occurs and all subsequent tax periods, and (d) any potential roll back, recapture or greenbelt type of taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable law arising from a change in use of the Property by Grantee or its successors or assigns or otherwise arising from the action or

inaction of Grantee or its successors or assigns, including, without limitation, the failure to file any application for continuation of any land use, agricultural or deferred tax assessment or treatment;

- (g) Easements, discrepancies or conflicts in boundary lines, cemeteries, burial grounds, shortages in area, vacancies, excesses, encroachments or any other facts that a current and accurate survey of the Property would disclose that are not otherwise objected to by Grantee;
- (h) All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any of such oil, gas, other minerals or other substances in, on or under the Property;
- (i) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Property;
- (j) Reservations in federal patents and acts authorizing the same;
- (k) Indian treaty or aboriginal rights, including easements and equitable servitudes;
- (l) Intentionally omitted;
- (m) Intentionally omitted;
- (n) Rights of others, including parties in possession of the Property, under any unrecorded agreement previously disclosed in writing by Grantor to Grantee;
- (o) Intentionally omitted;
- (p) The Reserved Easements set forth on "Exhibit B-2" attached hereto;
- (q) Intentionally omitted; and
- (r) Those specific matters set forth on "Exhibit B-1" attached hereto.

Exhibit "B-1"

Township 22 South, Range 4 West

10. Transmission Line Permit(s) granted to Alabama Power Company as shown by instrument(s) recorded in Deed Book 134, page 224, in Probate Office. (Affects E ½ - 4-22-4 and E ½ 9-22-4)
11. Grant of Easement between John Hancock Life Insurance Company and Geomet, Inc., dated July 20, 2004, as recorded in Inst. #20040901000490590, in the Probate Office of Shelby County, Alabama. (Affects NE ¼ - 4-22-4)
12. Grant of Easement between John Hancock Life Insurance Company and Geomet, Inc., dated April 24, 2006, as recorded in Inst. #20091214000456350, in the Probate Office of Shelby County, Alabama.
13. Reciprocal Forestry Road Easement between Great Eastern Timber Company LLC and John Hancock Life Insurance Company, dated November 22, 2004, as recorded in Inst. #20041208000672240, in the Probate Office of Shelby County, Alabama. (Affects E ¼ NE ¼ - 9-22-4)
14. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, to the extent set out in Deed Book 154, page 291, in Probate Office. (Affects E ½ SE ¼ and SE ¼ NE ¼ - 9-22-4)
15. Surface Use Agreements as referenced in the Surface Use Affidavit by Robert D. Anderson, Jr. dated June 20, 2006, and recorded in Inst #20060621000298120, in the Probate Office of Shelby County, Alabama.
16. Surface Use Agreements as referenced in the Surface Use Affidavit by Robert D. Anderson, Jr. dated September 5, 2006, and recorded in Inst. #20060906000438170, in the Probate Office of Shelby County, Alabama.
17. Surface Use Agreements as referenced in the Surface Use Affidavit by Robert D. Anderson, Jr. dated September 5,

2006, and recorded in Inst. #20060906000438180, in the Probate Office of Shelby County, Alabama.

18. Assignment, Bill of Sale and Assumption Agreement referencing the Surface Use Agreement as set out in Inst. #20090724000285890, in the Probate Office of Shelby County, Alabama.
19. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, to the extent set out in Deed Book 235, page 880, in Probate Office. (Affects W $\frac{1}{2}$ NW $\frac{1}{4}$ - 9-22-4)
20. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, to the extent set out in Deed Book 345, page 363, in Probate Office. (Affects NE $\frac{1}{4}$ NE $\frac{1}{4}$ - 9-22-4)

Township 22 South, 4 West and Township 21 South, Range 5 West

21. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, to the extent set out in Inst. #1997-09552 and Corrected in Inst. #1998-08745, in Probate Office.
22. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, to the extent set out in Inst. #2000-04448, in Probate Office.

Exhibit "B-2"
Reserved Easements

1. Grant of Easement by and between John Hancock Life Insurance Company (U.S.A.) and Hawaii Timberland LLC (Shelby County/CL-1086 to GD-1091, GD-1096 and GD-1229);
2. Grant of Easement by and between John Hancock Life Insurance Company (U.S.A.) and Hawaii ERS Timberland LLC (Shelby County/CL-6149 to GD-6148);
3. Grant of Easement by and between Cahaba Forest, LLC and John Hancock Life Insurance Company (U.S.A.) (Shelby County/CB-6169 to CL-6150); and
4. Grant of Easement by and between John Hancock Life Insurance Company (U.S.A.) and Hawaii ERS Timberland LLC (Shelby County/CL-1085 and CL-1090 to GD-1089, GD-1229 and GD-1096).

Exhibit 1

The total purchase for all fee properties located in Bibb, Calhoun, Chilton, Clay, Cleburne, Coosa, Elmore, Etowah, Randolph, Shelby, St. Clair, Tallapoosa and Talladega Counties, Alabama, being conveyed by John Hancock Life Insurance Company (U.S.A.) to Cahaba Timberlands LLC and Regions Southeast Timber Fund II, LLC, as Grantee, is \$65,550,789.87.

The purchase price allocation for the fee properties, per County, is as follows:

AS TO CAHABA TIMBERLANDS LLC:

<u>County</u>	<u>Purchase Price Allocation</u>
Bibb County	\$10,381,713.51
Calhoun County	\$ 4,834,064.54
Clay County	\$ 5,705,132.60
Chilton County	\$ 1,728,110.25
Cleburne County	\$ 6,011,340.72
Coosa County	\$ 6,516,569.36
Elmore County	\$ 0
Etowah County	\$ 596,031.08
Randolph County	\$ 68,447.40
Shelby County	\$ 1,795,745.68
St. Clair County	\$ 6,796,504.73
Tallapoosa County	\$ 0
Talladega County	\$ 6,254,352.49
TOTAL	\$50,688,012.46

AS TO REGIONS SOUTHEAST TIMBER FUND II, LLC

<u>County</u>	<u>Purchase Price Allocation</u>
Bibb County	\$ 0
Calhoun County	\$ 0
Clay County	\$ 854,878.28
Chilton County	\$ 110,329.03
Cleburne County	\$ 535,098.63
Coosa County	\$ 5,757,291.81
Elmore County	\$ 1,259,768.22
Etowah County	\$ 0
Randolph County	\$ 0
Shelby County	\$ 0
St. Clair County	\$ 0
Tallapoosa County	\$ 5,492,344.49
Talladega County	\$ 853,066.95
TOTAL	\$14,862,777.41



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name John Hancock Life
Insurance Company
(U.S.A.)

Mailing Address 99 High Street, 26th Floor
Boston, MA 02110

Property Address Acreage/Agricultural
No Address

Grantee's Name 1. Cahaba Timberlands LLC
2. Regions Southeast
Timber Fund II, LLC

Mailing Address c/o Resource Management
Service, LLC
31 Iverness Center Pkwy.
Suite 306
Birmingham, AL 35242

Date of Sale November __, 2012

Total Purchase Price \$ 65,550,789.87

SHELBY CO VALUE \$ 1,795,745.68 *E.F.L.*
Actual Value \$

or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract

☐ Appraisal
☒ Other – See Exhibit 1 attached hereto which
is certified by the undersigned

☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced
above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to
property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property
is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on
which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being
conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being
conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed
appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding
current use valuation, of the property as determined by the local official charged with the responsibility of
valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of
Alabama 1975 § 40-22-1 (h).

[signature page to follow]



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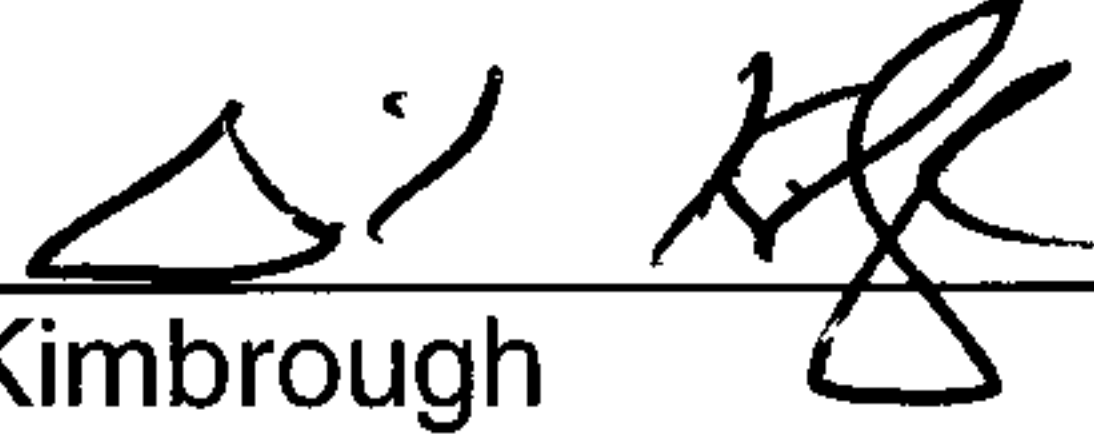
Form RT-1

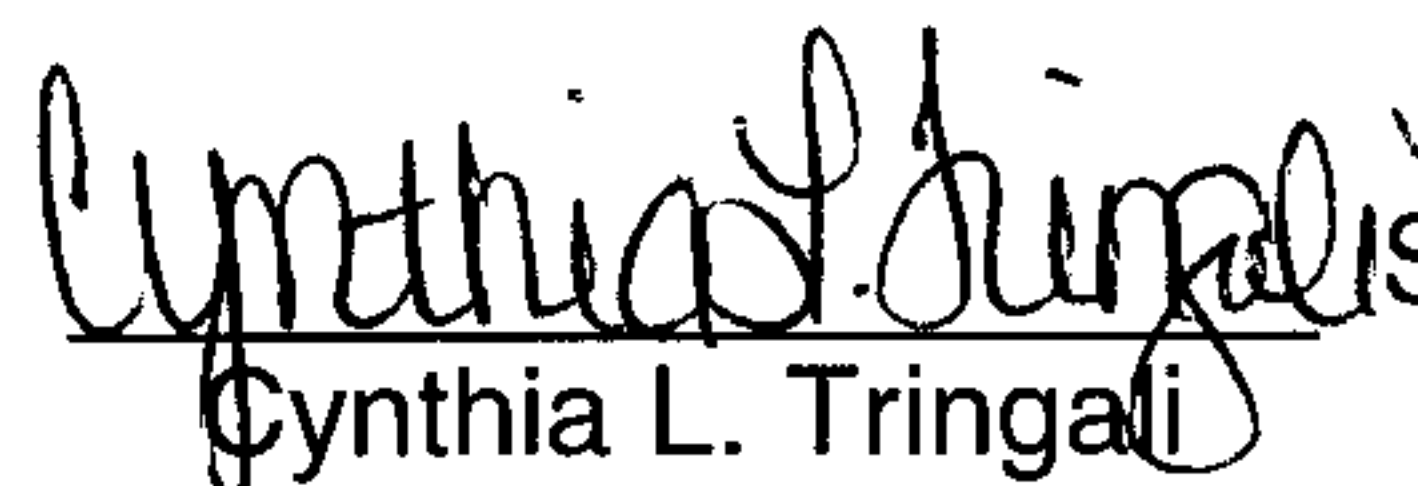
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11/20/2012

Print JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)

By: Hancock Natural Resource Group, Inc., its advisor

By: 
Name: David Kimbrough
Title: Vice President

 Unattested:  Sign
Cynthia L. Tringali

(Grantor/Grantee/Owner/Agent) circle one


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