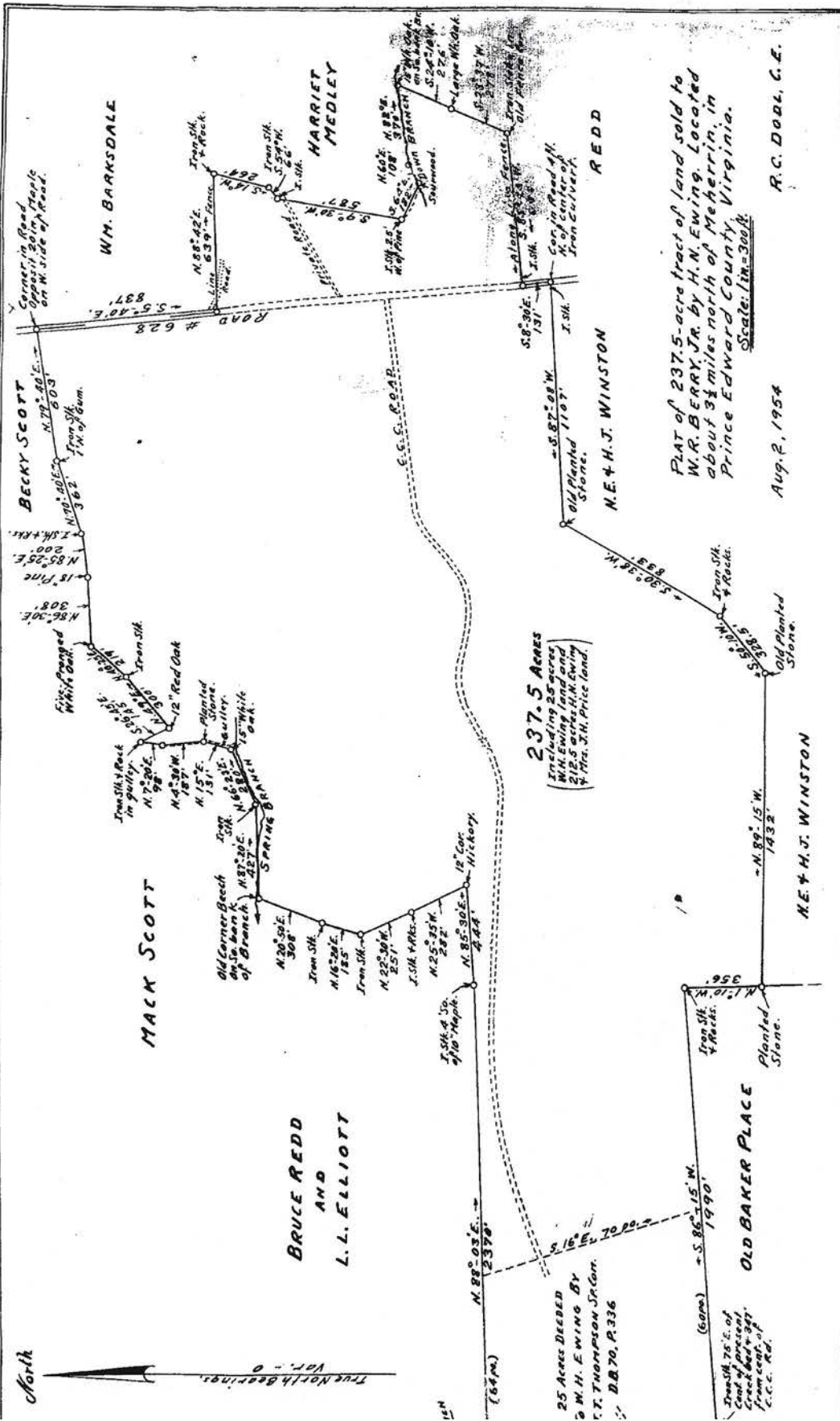




Prepared by: Julia Kreyskop
WOMBLE CARLYLE
SANDRIDGE & RICE, LLP
8065 Leesburg Pike, Fourth Floor
Vienna, VA 22182
Virginia State Bar No. 73118

Return to: RECORD AND RETURN TO:
FIRST AMERICAN TITLE INSURANCE
COMPANY
SIX CONCOURSE PARKWAY, SUITE 2000
ATLANTA, GA 30328
FILE NO.: NCS 591110
ATTN: VICKY GRIFFIN

Consideration: \$2,001,000.00

Assessed Value: \$246,500.00 (Tax Map 105-A-28)
\$189,500.00 (Tax Map 105-A-23)
\$193,100.00 (Tax Map 118-A-11)
\$492,100.00 (Tax Map 108-A-9)
\$ 16,000.00 (Tax Map 117-A-8)
\$ 59,000.00 (Tax Map 118-A-13)
\$ 10,800.00 (Tax Map 118-A-12)

Tax Map Nos. 105-A-28
105-A-23
118-A-11
108-A-9
117-A-8
118-A-13
118-A-12

SPECIAL WARRANTY DEED

THIS DEED, made this 30th day of April, 2013, by and between **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation, successor by merger to JOHN HANCOCK LIFE INSURANCE COMPANY, a Massachusetts corporation, formerly JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY and having its principal place of business in Boston, County of Suffolk, Commonwealth of Massachusetts (to be indexed as "Grantor"), and **TIMBERVEST PARTNERS III VIRGINIA, LLC**, (to be indexed as "Grantee"), whose address is 3715 Northside Parkway, Building 200, Suite 500, Atlanta, GA 30327, Attn. Haley A. Sinclair, Esq.

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 of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, with Special Warranty of Title, unto the said Grantee, all the following described property to-wit (the "Property"):

EXHIBIT "A"
Legal Description

Tax Map 105-A-28
Deed Book 127, page 18

BERRY TRACT #3208

ALL of that certain tract of land lying and being in Leigh Magisterial District, Prince Edward County, Virginia, containing 237.50 acres, more or less. For a more accurate and particular description as to the property hereby conveyed, reference is made to a Plat of survey prepared by R. C. Dodl, CE, dated August 2, 1954, a copy of which Plat is recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia in Deed Book 126, at Page 492.

TOGETHER WITH a right of way for ingress and egress to the public road over, upon and across the subject property.

LESS AND EXCEPT that portion of the Berry Tract and Coleraine Tract property conveyed to the Commonwealth of Virginia by instrument recorded in the aforesaid Clerk's Office in Deed Book 259, Page 370, being 6.27 acres (3.32 acres of which are included in existing rights of way and 2.95 acres are additional land).

Tax Map: 105-A-23
Deed Book 145, Page 480
Correction in Deed Book 146, Page 81 and Fowlkes Deed 1966

COLERAINE TRACT #3213

All of that certain tract or parcel of land lying and being in Leigh Magisterial District, Prince Edward County, Virginia, about four miles North of the Village of Meherrin, and known as the "W. H. Ewing Home Place," containing 191 1/2 acres, more or less, and bounded as follows: On the North by other lands of the Grantors; on the East by the State Road leading from Meherrin to National Highway #15; on the south by lands now or formerly of Frank Kerstein and P. H. Shepperson; and on the West by land now or formerly of the Neals.

Together with an easement of right of way 18 feet in width reserved in instrument recorded in the Clerk's Office, Circuit Court for Prince Edward County, Virginia in Deed Book 152, Page 528.

LESS AND EXCEPT 10.0 acres, more or less, conveyed to Julian G. Fowlkes and Shirley N. Fowlkes by instrument recorded in the aforesaid Clerk's Office in Deed book 152, Page 528.

FURTHER LESS AND EXCEPT that portion of the Berry Tract and Coleraine Tract property conveyed to the Commonwealth of Virginia by instrument recorded in the aforesaid Clerk's

existing rights of way and 2.95 acres are additional land).

Tax Map 118-A-11

Deed Book 171, page 365

SHOOK-ROBERTSON TRACT #3233

All of that certain tract or parcel of land lying and being in Leigh Magisterial District, Prince Edward County, Virginia, containing 184.12 acres, more or less. For a more accurate and particular description as to the property hereby conveyed, reference is made to a Plat of survey prepared by R. B. Cartwright, CLS, dated September 15, 1969, entitled "The Chesapeake Corporation of Virginia Tract Name Robertson," recorded in the Clerk's Office, Circuit Court, Prince Edward County, Virginia, in Plat Book 2, Page 89.

TOGETHER WITH a non-exclusive easement of right of way 48 feet in width over, across and upon the subject property conveyed to Mack Daniel Barnes and Jeanie F. Barnes which shall run with the land and shall inure to the benefit of their heirs, successors and assigns for the purpose of ingress and egress.

Tax Map: Parcel 1 108-A-9; Deed Book: 181, Page 269 6 Acre Allotment: 117-A-8; Deed Book 194, Page 661

MORGAN TRACT #3245

PARCEL 1

ALL that certain tract or parcel of land situate in Leigh Magisterial District, Prince Edward County, Virginia containing 498.07 acres, more or less. For a more accurate and particular description as to the property hereby conveyed, reference is made to a Plat of Survey prepared by R. B. Cartwright, C.L.S, dated May 3, 1972, recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia in Plat Book 3, Page 21, in which plat the property is shown as containing 498.07 acres, including that parcel shown and described as "6.00 acres allotment" on said plat, and being more particularly described in that certain Deed dated June 2, 1972 by and between J. T. Morgan, Jr. and The Chesapeake Corporation of Virginia, recorded in the aforesaid Clerk's Office in Book 181, Page 269.

TOGETHER WITH a right of way 20 feet in width beginning near a found Hickory at the northeast corner of the property herein conveyed and as more fully described in Deed Book 181, Page 269.

FURTHER TOGETHER WITH an existing right of way running from Route 623 and as more fully described in Deed Book 181, Page 269 and as shown on the Cartwright Plat attached thereto and recorded therewith.

Tax Map No. 118-A-13
Deed: 186, Page 732

HAVENS TRACT #3246

ALL that certain tract or parcel of land situate in Leigh Magisterial District, Prince Edward County, Virginia, known as the "John Berry Farm," containing 50.0 acres, more or less. For a more accurate and particular description as to the property hereby conveyed, reference is made to a Plat of survey prepared by John R. Nunnally, Jr., CLS, dated July 25, 1973, recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Deed Book 186, Page 732.

Tax Map No 118 -A-12
Deed: 220, Page 856

HAVENS #2 TRACT #3255

All that certain tract or parcel of land situate in Leigh Magisterial District, Prince Edward County, Virginia, bounded on the North, West and South by lands now or formerly of H. A. Ravens and on the East by lands now or formerly of Buffalo Shook Company and being described on that certain plat of survey prepared by John R. Nunnally, Jr., dated December 9, 1968, and recorded in the Clerk's Office, Circuit Court, Prince Edward County, Virginia, in Deed Book 170, Page 509, and being 13.20 acres, more or less.

BEING a portion of the property conveyed to John Hancock Mutual Life Insurance Company by Deed from Chesapeake Forest Products Company dated September 10, 1999 and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia in Deed Book 337, Page 350.

is subject to recapture pursuant to applicable law arising from the sale of the Property or due to 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;

- (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 or inspection of the Property would disclose;
- (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) Any matter set forth on **EXHIBIT B-1** attached hereto;
- (m) Rights of others, including parties in possession, under any unrecorded agreement previously disclosed in writing by Grantor to Grantee;
- (n) Any claim of lack of access rights to any portion of the Property where (i) permission to access has been granted verbally or in writing, or (ii) Grantor or its predecessors in interest have otherwise historically enjoyed access to a parcel or portion of the Property for timber management purposes, with or without express or implied permission by a landowner over whose property a road exists that Grantor or its predecessors have historically used;
- (o) The following Reserved Easements: none; and
- (p) Any easement, covenant, use restriction, zoning restriction, boundary line dispute, encroachment or other third-party right affecting any of the Property not described in items (a) through (o) above and which, individually or in the aggregate, would not have a material adverse effect on the use and enjoyment by Grantee of the Property for growing, managing and commercially harvesting timber.

EXHIBIT B

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 applicable 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) Any restriction on the use of the Property due to environmental laws or conservation easements;
- (f) Subject to the apportionment provisions of the Purchase and Sale Agreement referenced in this Special 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 mill back assessments

EXHIBIT B-1

As to Tract 1, Berry Tract #3208, 237.50 acres:

1. Easement granted The Piedmont Soil & H2O Conservation Board of Directors for water structures on approximately two (2) acres, more or less, with ingress and egress thereto and therefrom and appurtenances in connection therewith by instrument recorded in Deed Book 197, Page 588.
2. Intentionally deleted.
3. Unrecorded easement granted Central for telephone lines by instrument dated June 11, 1990.
4. Unrecorded easement granted Southside Electric Coop. by instrument dated August 23, 1998.
6. Easement granted The Piedmont Soil & H2O Conservation Board of Directors for water structures with ingress and egress thereto and therefrom and appurtenances in connection therewith by instrument recorded in Deed Book 227, Page 439.
7. Easement granted Central Telephone & Telegraph Co. by instrument recorded in Deed Book 257, Page 335.
8. Easement for right of way granted Guerry Bealson, Jr. by instrument recorded in Deed Book 232, Page 258.
9. Rights of others, if any, in and to the use of the appurtenant easement of right of way described in Exhibit A.

As to Tract 2, Coleraine Tract #3213, 191 ½ acres:

10. Easement granted Southern Bell Telephone & Telegraph by instrument recorded in Deed Book 61, Page 528.
11. Rights of others in and to the use of the 18' right of way as reserved in instrument recorded in Deed Book 152, Page 528.
12. Easement granted The Piedmont Soil & H2O Conservation Board of Directors for water structures on approximately two (2) acres, more or less, with ingress and egress thereto and therefrom and appurtenances in connection therewith by instrument recorded in Deed Book 197, Page 588.

14. Easement granted The Piedmont Soil & H2O Conservation Board of Directors for water structures with ingress and egress thereto and therefrom and appurtenances in connection therewith by instrument recorded in Deed Book 227, Page 439.

As to Tract 3, Shook-Robertson Tract #3233, 184.12 acres:

15. Easement Agreement establishing a right of way dated October 9, 1998, recorded in Deed Book 328, Page 84.
16. Unrecorded easement granted Central Telephone Co. of Virginia by instrument dated October 22, 1979.

As to Tract 4, Morgan Tract #3245, 498.07 acres:

17. Easement granted The Chesapeake and Potomac Telephone Company by instrument recorded in Deed Book 61, Page 491.
18. Easement from a 20 foot right of way granted to N. J. Terry by instrument recorded in Deed Book 131, Page 438 and Deed Book 131, page 439.
19. Easement for a 20 foot right of way granted Union-Camp Paper Corp. by instrument recorded in Deed Book 132, Page 452.
20. Rights of others, if any, in and to the use of the appurtenant easements of right of way described in Exhibit A.

As to Tract 5, Havens Tract #3246, 50.0 acres:

No special exceptions.

As to Tract 6, Havens #2 Tract #3255:

No special exceptions.

Grantor's Tax: \$ 2001.⁰⁰
Examined and Mailed/Delivered To:
Date: 6-17-13

INSTRUMENT #201301065
RECORDED IN THE CLERK'S OFFICE OF
PRINCE EDWARD COUNTY ON
JUNE 17, 2013 AT 01:28PM
\$2,001.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-2002 OF THE VA. CODE

61-1

BOOK 146 PAGE 81

THIS DEED, Made this 3rd day of January, 1961, between MARTHA W. WARRINER and WILLIAM K. WARRINER, her husband, JACK M. CAUSEY, husband of Mabel Lee Causby, parties of the first part, and THE CHESAPEAKE CORPORATION OF VIRGINIA, party of the second part:

WHEREAS, the parties of the first part executed and acknowledged a certain deed dated December 23, 1960, conveying to The Chesapeake Corporation of Virginia a tract or parcel of land in Prince Edward County, Virginia, known as the "W. H. Ewing Homeplace" containing 191½ acres, more or less, more specifically described in said deed; and,

WHEREAS, in the aforesaid deed the name "Warriner" was erroneously spelt "Warner", and the parties executed such deed in accordance with such erroneous spelling; and,

WHEREAS, there is some question as to the sufficiency of the acknowledgment of the signature of Jack M. Causby to the aforesaid deed; and,

WHEREAS, the parties of the first part wish to eliminate any question which might arise by reason of the foregoing facts as to the validity and regularity of such conveyance and to ratify and confirm their conveyance:

NOW, THEREFORE, THIS DEED WITNESSETH: That the parties of the first part, for and in consideration of the premises, and for the purpose of ratifying and confirming the conveyance heretofore made by them by the deed dated December 23, 1960, do release and quit-claim unto the said party of the second part any right, title or interest they may have in and to all that certain tract or parcel of land lying and being in the County of Prince Edward, State of Virginia, about four miles north of the village of Meherrin and known as the "W. H. Ewing Homeplace" containing 191 1/2 acres,

Warriner et al
To: Deed
The Chesapeake
Corp. of Va.
Tax paid