

STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT

WHEREAS, Charles William Lokey died on May 29, 1965 leaving a Last Will and Testament dated May 14, 1956 (the "Will"), which Will was duly probated and admitted to record by the Probate Court of Jefferson County, Alabama, and a Decree on Final Settlement with respect to the Will was entered by said Probate Court on October 4, 1966; and

WHEREAS, pursuant to Items VI and VII of the Will, Charles William Lokey established two trusts (the "Trusts"), and (a) provided that certain property owned by Charles William Lokey at his death should pass to his wife, Bernice Lokey, his son-in-law, James H. Craig, and his son, Charles William Lokey, Jr., as trustees during the life of Bernice Lokey, and (b) granted a power of appointment to Bernice Lokey with respect to the corpus of the Trusts; and

WHEREAS, part of the property included in the corpus of the Trusts was certain real property located in Shelby County, Alabama (the "Property"); and

WHEREAS, the Will provided further that in default of the exercise of the aforesaid power of appointment by Bernice Lokey, the corpus of the Trusts was to be distributed to the children of Charles William Lokey, or the descendants of said children, in equal shares, per stirpes; and

WHEREAS, Bernice Lokey died on January 10, 1975 leaving a Last Will and Testament dated February 2, 1968, pursuant to which Last Will and Testament the said Bernice Lokey elected not to exercise the power of appointment granted her by Items VI and VII of the Will; and

44 PAGE 724
BOOK

WHEREAS, at the death of Bernice Lokey, the children, and descendants of deceased children, of Charles William Lokey were as follows: Charles William Lokey, Jr., William H. Lokey, Bernice L. Craig and Ann L. Meyer, the aforesaid Ann L. Meyer now being known as Ann L. Thomas (hereinafter sometimes collectively called the "Descendants"); and

WHEREAS, the Descendants, by deeds of even date herewith, have divided among themselves all the Property (except two parcels of real estate hereinafter referred to collectively as Reserved Property and individually as Parcel 1 and Parcel 2) by virtue of the conveyances contained in said deeds, copies of which deeds are attached hereto as Exhibits A, B, C and D; and

WHEREAS, the Reserved Property continues to be owned by the Descendants as tenants in common and is more particularly described as follows:

PARCEL 1

Start at the northeast corner of the south-half of the northeast quarter of the northeast quarter of section 23, township 21 south, range 1 east, Shelby County, Alabama and proceed S-88°-33'-W (49.98) feet to the point of beginning; thence S-20°-50'-W (54.04) feet; thence N-88°-33'-E (355.88) feet; thence N-03°-49'-E (50.21) feet; thence S-88°-33'-W (340.0) feet back to the point of beginning.

PARCEL 2

Start at the northwest corner of the south-half of the northwest quarter of the northwest quarter, section 24, township 21 south, range 1 east, Shelby County, Alabama; thence run N-88°-33'-E (290.02) feet to the point of beginning; thence N-88°-33'-E (50.21) feet; thence S-03°-49'-W (377.96) feet; thence N-56°-18'-W (57.66) feet; thence N-03°-49'-E (344.62) feet back to the point of beginning.

WHEREAS, the Descendants have agreed that all of the Descendants may use the Reserved Property for access roads and for the installation of utilities and facilities

and equipment to be used in connection with utilities, all as more particularly described hereinbelow.

NOW, THEREFORE, in consideration of the premises and of the conveyances described in Exhibits A, B, C and D, Charles William Lokey, Jr. and wife, Vivian G. Lokey, William H. Lokey and wife, Ruth D. Lokey, Bernice L. Craig and husband, James H. Craig, and Ann L. Thomas and husband, James Thomas agree as follows:

1. The Reserved Property may be used by the Descendants for the following purposes, and for no other purposes, unless otherwise agreed by all of the Descendants:

a. The construction, maintenance, repair, grading, paving and use of private roads, which roads may be used by all the Descendants, their successors, heirs, assigns and tenants, and the invitees of all the foregoing; and

(b) The installation, construction, inspection, maintenance, operation, repair, relocation, changing size of and replacement of all installations, fixtures, equipment and appliances required for utility services, including, but not limited to, sanitary sewer, storm sewer, gas, electricity, telephone and water. Said installations, fixtures, equipment and appliances may be located on, above or beneath the surface of the ground.

2. Each of the Descendants may use the Reserved Property in the manner described in paragraph 1 above without any additional consent of the other Descendants. The cost of any construction or installation as described above shall be borne by the party making such construction or installation, and the cost of any maintenance, repair or related matters with respect to any of the above shall

be borne by the party who has constructed or installed the road or utility that requires repair or maintenance.

3. This agreement shall run with the land and be binding upon the heirs, assigns and other successors in interest of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 9th day of April, 1982, although each of the undersigned has actually executed this Agreement on the date that his or her signature was acknowledged.

William H. Lokey
William H. Lokey

Ruth D. Lokey
Ruth D. Lokey

Bernice L. Craig
Bernice L. Craig

James H. Craig
James H. Craig

Charles William Lokey, Jr.
Charles William Lokey, Jr.

Vivian G. Lokey
Vivian G. Lokey

Ann L. Thomas
Ann L. Thomas

James Thomas
James Thomas

STATE OF California
Los Angeles COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Lokey and wife, Ruth D. Lokey, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 3rd day of March, 1982.

Given under my hand and official seal this 9th day of March, 1982.



NOTARY MUST AFFIX SEAL

Joy A. Kochsmeier
Notary Public

My Commission Expires: 1/22/85

STATE OF Alabama)
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bernice L. Craig and husband, James L. Craig, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 9 day of April, 1982.

Given under my hand and official seal this 9 day of April, 1982.

Notary Public, Alabama State at Large
 My Commission Expires January 20, 1985
 Bonded by William S. Smith

Maria D. Clapp
 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: Jan. 20, 1985

STATE OF ALABAMA)
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles William Lokey, Jr. and wife, Vivian G. Lokey, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 23 day of March, 1982.

Given under my hand and official seal this 23 day of March, 1982.

Meranda R. Rice
 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 9/14/83

STATE OF TEXAS)
TRAVIS COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann L. Thomas and husband, James Thomas, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 10th day of March, 1982.

Given under my hand and official seal this 10th day of March, 1982.

James Thomas
 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 4-16-85

BACK 44 PAGE 728

STATE OF ALABAMA)
SHELBY COUNTY .)

DEED

WHEREAS, Charles William Lokey died on May 29, 1965 leaving a Last Will and Testament dated May 14, 1956 (the "Will"), which Will was duly probated and admitted to record by the Probate Court of Jefferson County, Alabama, and a Decree on Final Settlement with respect to the Will was entered by said Probate Court on October 4, 1966; and

WHEREAS, pursuant to Items VI and VII of the Will, Charles William Lokey established two trusts (the "Trusts"), and (a) provided that certain property owned by Charles William Lokey at his death should pass to his wife, Bernice Lokey, his son-in-law, James H. Craig, and his son, Charles William Lokey, Jr., as trustees during the life of Bernice Lokey, and (b) granted a power of appointment to Bernice Lokey with respect to the corpus of the Trusts; and

WHEREAS, part of the property included in the corpus of the Trusts was certain real property located in Shelby County, Alabama (the "Property"); and

WHEREAS, the Will provided further that in default of the exercise of the aforesaid power of appointment by Bernice Lokey, the corpus of the Trusts was to be distributed to the children of Charles William Lokey, or the descendants of said children, in equal shares, per stirpes;

WHEREAS, Bernice Lokey died on January 10, 1975 leaving a Last Will and Testament dated February 2, 1968, pursuant to which Last Will and Testament the said Bernice Lokey elected not to exercise the powers of appointment granted her by Items VI and VII of the Will; and

WHEREAS, at the death of Bernice Lokey, the children, and descendants of deceased children, of Charles

William Lokey were as follows: Charles William Lokey, Jr., William H. Lokey, Bernice L. Craig and Ann L. Meyer, the aforesaid Ann L. Meyer now being known as Ann L. Thomas (hereinafter sometimes collectively called the "Descendants"); and

WHEREAS, the Descendants now own the Property as tenants in common and all and each of them desire to divide the Property among themselves in a manner agreed upon by said Descendants.

NOW THEREFORE, William H. Lokey and wife, Ruth D. Lokey, Bernice L. Craig and husband, James H. Craig, and Charles William Lokey, Jr. and wife, Vivian G. Lokey, in consideration of the premises and the sum of ten and no/100 dollars (\$10.00) cash in hand paid by Ann L. Thomas, the receipt and adequacy of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Ann L. Thomas, the following:

All of their right, title and interest in and to that portion of the Property that is more particularly described in Exhibit A attached hereto and made a part hereof.

To have and to hold unto the said Ann L. Thomas, her heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 9th day of April, 1982, although each of the undersigned has actually executed this deed on the date that his or her signature was acknowledged.

William H. Lokey
William H. Lokey

Ruth D. Lokey
Ruth D. Lokey

Bernice L. Craig
Bernice L. Craig

James H. Craig
James H. Craig

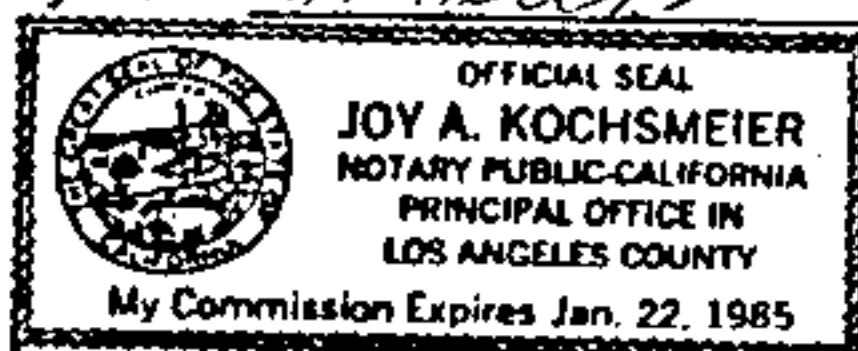
Charles William Lokey, Jr.

Vivian G. Lokey
Vivian G. Lokey

STATE OF California)
Los Angeles COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Lokey and wife, Ruth D. Lokey, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 3rd day of March, 1982.

Given under my hand and official seal this 3rd day of March, 1982.



NOTARY MUST AFFIX SEAL

Joy A. Kochsmeier
Notary Public

My Commission Expires: 1/22/85

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bernice L. Craig and husband, James H. Craig, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 9 day of April, 1982.

Given under my hand and official seal this 9 day of April, 1982.

Maria D. Clerge
Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: Jan. 20, 1985

Notary Public, Alabama State of Large
in, Commission Expires January 20, 1985
Bonded by Western Surety

44 PAGE 731

BOOK

STATE OF ALABAMA)
COUNTY)
JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles William Lokey, Jr. and wife, Vivian G. Lokey, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 23 day of March, 1982.

Given under my hand and official seal this 23
day of March, 1982.

Richard D. Rice
Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 9/24/83

BOOK 44 PAGE 732

EXHIBIT A

Start at the Northwest corner of the south-half of the Northwest quarter of the Northwest quarter, Section 24, Township 21 South, Range 1 East, Shelby County, Alabama and thence run N-88°-33'-E (290.02) feet to the point of beginning; thence from said point of beginning continue N-88°-33'-E (1072.99) feet to a point on the 397' contour line; thence run Southwesterly on and along said 397' contour line approximately (1085.0+) feet; thence N-56°-18'-W (940.21) feet to a 2" iron pipe; thence N-03°-49'-E (344.62) feet back to the point of beginning. (Subject to a flood easement to Alabama Power Co. to the 400' contour line). Lying and being situated in the Northwest quarter, Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, containing (12.5) acres more or less.

Less and except a parcel of land lying on the West side of the above described tract of land, more particularly described as follows: from the previously described point of beginning proceed N-88°-33'-E (50.21) feet; thence S-03°-49'W (377.96) feet; thence N-56°-18'-W (57.66) feet; thence N-03°-49'-E (344.62) feet back to the point of beginning. Said parcel to be reserved for a road and utilities in accordance with agreement of even date herewith among the parties hereto.

EXHIBIT B

STATE OF ALABAMA)
SHELBY COUNTY)

DEED

WHEREAS, Charles William Lokey died on May 29, 1965 leaving a Last Will and Testament dated May 14, 1956 (the "Will"), which Will was duly probated and admitted to record by the Probate Court of Jefferson County, Alabama, and a Decree on Final Settlement with respect to the Will was entered by said Probate Court on October 4, 1966; and

WHEREAS, pursuant to Items VI and VII of the Will, Charles William Lokey established two trusts (the "Trusts"), and (a) provided that certain property owned by Charles William Lokey at his death should pass to his wife, Bernice Lokey, his son-in-law, James H. Craig, and his son, Charles William Lokey, Jr., as trustees during the life of Bernice Lokey, and (b) granted a power of appointment to Bernice Lokey with respect to the corpus of the Trusts; and

WHEREAS, part of the property included in the corpus of the Trusts was certain real property located in Shelby County, Alabama (the "Property"); and

WHEREAS, the Will provided further that in default of the exercise of the aforesaid power of appointment by Bernice Lokey, the corpus of the Trusts was to be distributed to the children of Charles William Lokey, or the descendants of said children, in equal shares, per stirpes;

WHEREAS, Bernice Lokey died on January 10, 1975 leaving a Last Will and Testament dated February 2, 1968, pursuant to which Last Will and Testament the said Bernice Lokey elected not to exercise the powers of appointment granted her by Items VI and VII of the Will; and

44 PAGE 734
BCKX

WHEREAS, at the death of Bernice Lokey, the children, and descendants of deceased children, of Charles William Lokey were as follows: Charles William Lokey, Jr., William H. Lokey, Bernice L. Craig and Ann L. Meyer, the aforesaid Ann L. Meyer now being known as Ann L. Thomas (hereinafter sometimes collectively called the "Descendants"); and

WHEREAS, the Descendants now own the Property as tenants in common and all and each of them desire to divide the Property among themselves in a manner agreed upon by said Descendants.

NOW THEREFORE, William H. Lokey and wife, Ruth D. Lokey, Bernice L. Craig and husband, James H. Craig, and Ann L. Thomas and husband, James Thomas, in consideration of the premises and the sum of ten and no/100 dollars (\$10.00) cash in hand paid by Charles William Lokey, Jr., the receipt and adequacy of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Charles William Lokey, Jr. the following:

All of their right, title and interest in and to that portion of the Property that is more particularly described in Exhibit A attached hereto and made a part hereof.

To have and to hold unto the said Charles William Lokey, Jr., his heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 9th day of April, 1982, although each of the undersigned has actually executed this deed on the date that his or her signature was acknowledged.

William H. Lokey
William H. Lokey

Ruth D. Lokey
Ruth D. Lokey

Bernice L. Craig
Bernice L. Craig

James H. Craig
James H. Craig

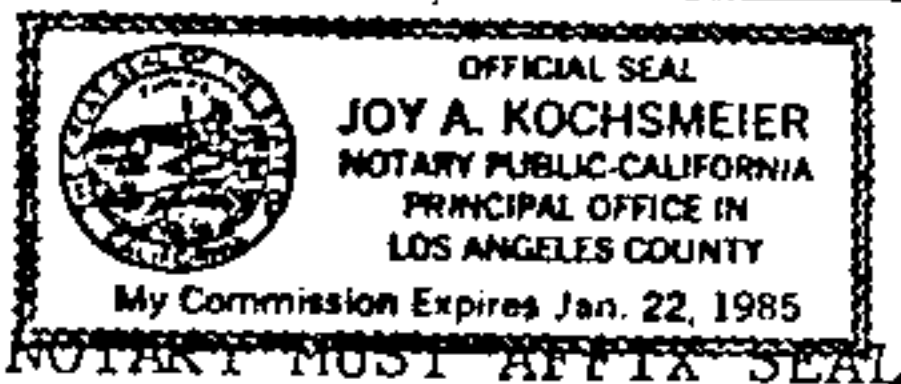
Ann L. Thomas
Ann L. Thomas

James Thomas
James Thomas

STATE OF California
Los Angeles COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Lokey and wife, Ruth D. Lokey, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 3rd day of March, 1982.

Given under my hand and official seal this 3rd day of March, 1982.



Joy A. Kochsmeier
Notary Public

My Commission Expires: 1/22/85

STATE OF Alabama
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bernice L. Craig and husband, James H. Craig, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 9 day of April, 1982.

Given under my hand and official seal this 9 day of April, 1982.

Maie G. Clary
Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: Jan 20, 1985

Notary Public, Alabama State at large
My Commission Expires January 20, 1985
Bonded by Western Surety

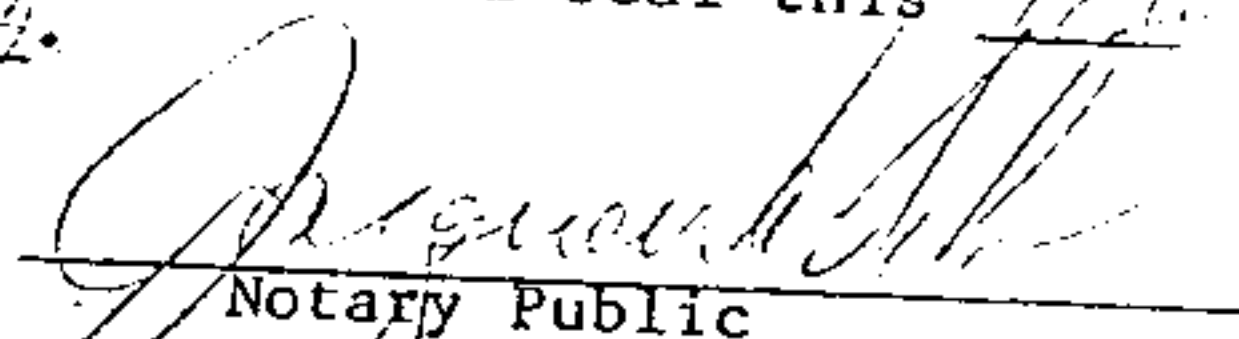
BOOK 44 PAGE 738

STATE OF TEXAS }
TRAVIS COUNTY }

4.

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann L. Thomas and husband, James Thomas, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 10th day of March, 1941.

Given under my hand and official seal this 10th day of March, 1941.


Notary Public

My Commission Expires: 1-1-42

NOTARY MUST AFFIX SEAL

BOOK 44 PAGE 737

EXHIBIT A

Start at the northwest corner of the south-half of the northwest quarter of the northwest quarter, section 24, township 21 south, range 1 east, Shelby County, Alabama; thence N-88°-33'-E (290.02) feet; thence S-03°-49'-W (344.62) feet to the point of beginning; thence from said point of beginning continue S-03°-49'-W (922.84) feet to the 397' contour line; thence run easterly and northeasterly on and along said 397' contour line approximately (1300.0+) feet; thence N-56°-18'-W (940.21) feet back to the point of beginning. (Subject to a flood easement to Alabama Power Co. to the 400' contour line). Lying and being situated in the northwest quarter of section 24, township 21 south, range 1 east, containing (13.0) acres more or less.

EXHIBIT C

STATE OF ALABAMA)
SHELBY COUNTY)

DEED

WHEREAS, Charles William Lokey died on May 29, 1965 leaving a Last Will and Testament dated May 14, 1956 (the "Will"), which Will was duly probated and admitted to record by the Probate Court of Jefferson County, Alabama, and a Decree on Final Settlement with respect to the Will was entered by said Probate Court on October 4, 1966; and

WHEREAS, pursuant to Items VI and VII of the Will, Charles William Lokey established two trusts (the "Trusts"), and (a) provided that certain property owned by Charles William Lokey at his death should pass to his wife, Bernice Lokey, his son-in-law, James H. Craig, and his son, Charles William Lokey, Jr., as trustees during the life of Bernice Lokey, and (b) granted a power of appointment to Bernice Lokey with respect to the corpus of the Trusts; and

WHEREAS, part of the property included in the corpus of the Trusts was certain real property located in Shelby County, Alabama (the "Property"); and

WHEREAS, the Will provided further that in default of the exercise of the aforesaid power of appointment by Bernice Lokey, the corpus of the Trusts was to be distributed to the children of Charles William Lokey, or the descendants of said children, in equal shares, per stirpes;

WHEREAS, Bernice Lokey died on January 10, 1975 leaving a Last Will and Testament dated February 2, 1968, pursuant to which Last Will and Testament the said Bernice Lokey elected not to exercise the powers of appointment granted her by Items VI and VII of the Will; and

WHEREAS, at the death of Bernice Lokey, the children, and descendants of deceased children, of Charles

William Lokey were as follows: Charles William Lokey, Jr., William H. Lokey, Bernice L. Craig and Ann L. Meyer, the aforesaid Ann L. Meyer now being known as Ann L. Thomas (hereinafter sometimes collectively called the "Descendants"); and

WHEREAS, the Descendants now own the Property as tenants in common and all and each of them desire to divide the Property among themselves in a manner agreed upon by said Descendants.

NOW THEREFORE, William H. Lokey and wife, Ruth D. Lokey, Charles William Lokey, Jr. and wife, Vivian G. Lokey, and Ann L. Thomas and husband, James Thomas, in consideration of the premises and the sum of ten and no/100 dollars (\$10.00) cash in hand paid by Bernice L. Craig, the receipt and adequacy of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Bernice L. Craig, the following:

All of their right, title and interest in and to that portion of the Property that is more particularly described in Exhibit A attached hereto and made a part hereof.

To have and to hold unto the said Bernice L. Craig, her heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 9th day of April, 1982, although each of the undersigned has actually executed this deed on the date that his or her signature was acknowledged.

William H. Lokey
William H. Lokey

Ruth D. Lokey
Ruth D. Lokey

Charles William Lokey, Jr.
Charles William Lokey, Jr.

BOOK 44 PAGE 740

Vivian G. Lokey
Vivian G. Lokey

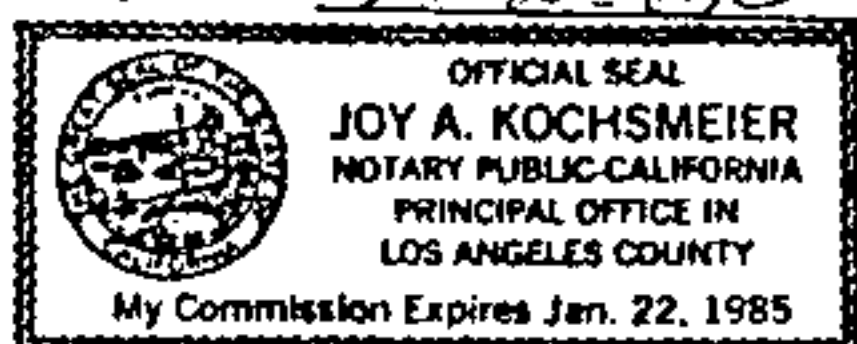
Ann L. Thomas
Ann L. Thomas

James Thomas
James Thomas

STATE OF California
Los Angeles COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Lokey and wife, Ruth D. Lokey, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 3rd day of March 1982.

Given under my hand and official seal this 3rd day of March, 1982.



NOTARY MUST AFFIX SEAL

Joy A. Kochsmeier
Notary Public

My Commission Expires: 1/22/85

STATE OF Alabama
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles William Lokey, Jr. and wife, Vivian G. Lokey, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 23 day of March, 1982.

Given under my hand and official seal this 23 day of March, 1982.

James D. Stree
Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 7/24/83

STATE OF TEXAS)
TRAVIS COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann L. Thomas and husband, James Thomas, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 10th day of March, 1982.

Given under my hand and official seal this 10th day of March, 1982.

Jacqueline A. Johnson
 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 4-6-89

BOOK 44 PAGE 742

EXHIBIT A

Start at the Northeast corner of the south-half of the Northeast quarter of the Northeast quarter of Section 23, Township 21 South, Range 1 East, Shelby County, Alabama; thence, S-88°-33'-W (49.98) feet to the point of beginning; thence from said point of beginning run S-20°-50'-W (740.0) feet to a point on the 397' contour line; thence run Southeasterly on and along said 397' contour line approximately (1400+) feet; thence N-03°-49'-E (1267.46) feet to a 2" iron pipe; thence S-88°-33'-W (340.00) feet back to the point of beginning. (Subject to a flood easement to Alabama Power Company to the 400' contour line). Lying and being situated in the Northeast quarter, Section 23, and in the Northwest quarter, Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, containing 12.0 acres more or less.

Less and except a parcel of land lying on the North side of the above described tract of land more particularly described as follows: start at the previously described point of beginning; thence S-20°-50'W (54.04) feet; thence N-88°-33'-E (355.88) feet; thence N-03°-49'-E (50.21) feet; thence S-88°-33'-W (340.00) feet back to the point of beginning. Said parcel of land to be reserved for a road and utilities in accordance with an agreement of even date herewith among the parties hereto.

44 PAGE 743

BOOK

EXHIBIT D

STATE OF ALABAMA)
SHELBY COUNTY)

DEED

WHEREAS, Charles William Lokey died on May 29, 1965 leaving a Last Will and Testament dated May 14, 1956 (the "Will"), which Will was duly probated and admitted to record by the Probate Court of Jefferson County, Alabama, and a Decree on Final Settlement with respect to the Will was entered by said Probate Court on October 4, 1966; and

WHEREAS, pursuant to Items VI and VII of the Will, Charles William Lokey established two trusts (the "Trusts"), and (a) provided that certain property owned by Charles William Lokey at his death should pass to his wife, Bernice Lokey, his son-in-law, James H. Craig, and his son, Charles William Lokey, Jr., as trustees during the life of Bernice Lokey, and (b) granted a power of appointment to Bernice Lokey with respect to the corpus of the Trusts; and

WHEREAS, part of the property included in the corpus of the Trusts was certain real property located in Shelby County, Alabama (the "Property"); and

WHEREAS, the Will provided further that in default of the exercise of the aforesaid power of appointment by Bernice Lokey, the corpus of the Trusts was to be distributed to the children of Charles William Lokey, or the descendants of said children, in equal shares, per stirpes;

WHEREAS, Bernice Lokey died on January 10, 1975 leaving a Last Will and Testament dated February 2, 1968, pursuant to which Last Will and Testament the said Bernice Lokey elected not to exercise the powers of appointment granted her by Items VI and VII of the Will; and

WHEREAS, at the death of Bernice Lokey, the children, and descendants of deceased children, of Charles

BACK 44 PAGE 744

William Lokey were as follows: Charles William Lokey, Jr., William H. Lokey, Bernice L. Craig and Ann L. Meyer, the aforesaid Ann L. Meyer now being known as Ann L. Thomas (hereinafter sometimes collectively called the "Descendants"); and

WHEREAS, the Descendants now own the Property as tenants in common and all and each of them desire to divide the Property among themselves in a manner agreed upon by said Descendants.

NOW THEREFORE, Charles William Lokey, Jr. and wife, Vivian G. Lokey, Bernice L. Craig and husband, James H. Craig, and Ann L. Thomas and husband, James Thomas, in consideration of the premises and the sum of ten and no/100 dollars (\$10.00) cash in hand paid by William H. Lokey, the receipt and adequacy of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said William H. Lokey, his heirs and assigns forever, the following:

All of their right, title and interest in and to that portion of the Property that is more particularly described in Exhibit A attached hereto and made a part hereof.

To have and to hold unto the said William H. Lokey, his heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 9th day of April, 1982, although each of the undersigned has actually executed this deed on the date that his or her signature was acknowledged.

Charles William Lokey, Jr.

Vivian G. Lokey

Bernice L. Craig

James H. Craig
James H. Craig

Ann L. Thomas
Ann L. Thomas

James Thomas
James Thomas

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles William Lokey, Jr. and wife, Vivian G. Lokey, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 23 day of March, 1984.

Given under my hand and official seal this 23 day of March, 1984.

[Signature]
Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 9/20/83

STATE OF Alabama)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bernice L. Craig and husband, James H. Craig, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 9 day of April, 1982.

Given under my hand and official seal this 9 day of April, 1982.

Marie G. Clough
Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: Jan 20, 1985

Notary Public, Alabama State at Large
My Commission Expires January 20, 1985
Bonded by Western Surety

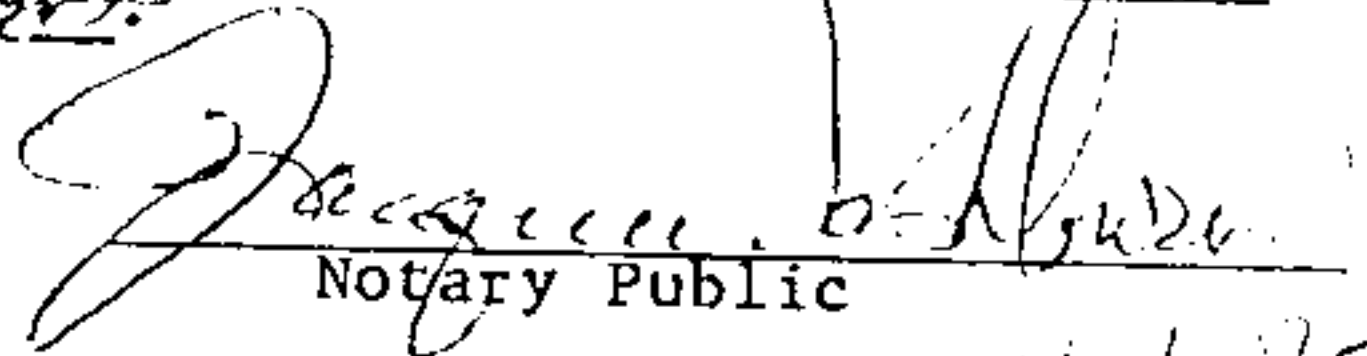
44 PAGE 748

BOOK

STATE OF TEXAS)
TRAVIS COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann L. Thomas and husband, James Thomas, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the 10th day of March, 1982.

Given under my hand and official seal this 10th day of March, 1982.


 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 4-1-75

BOOK 44 PAGE 747

EXHIBIT A

Start at the northeast corner of the south-half of the northeast quarter of the northeast quarter section 23, township 21 south, range 1, east, Shelby County, Alabama: thence, S-88°-33'-W (49.98) feet to the point of beginning; thence from said point of beginning, continue S-88°-33'-W (626.40) feet to a point on the 397' contour line; thence run south, southeasterly on and along said 397' contour line approximately (1365.0+) feet; thence N-20°-50'-E (685.0) feet back to the point of beginning.

Also, start at the northwest corner of the south-half of the northeast quarter of the northeast quarter of section 23, township 21 south, range 1 east, Shelby County, Alabama as the point of beginning: thence, from said point of beginning run S-00°-43'-W (146.7) feet to a point on the 397' contour line; thence run east, northeasterly on and along said 397' contour line approximately (350.0+) feet; thence S-88°-33'-W (241.10) feet back to the point of beginning.

All of the above lying and being situated in the northeast quarter of section 23, township 21 south, range 1 east, Shelby County, Alabama and containing (12) acres more or less. All of the above also being subject to a flood easement to Alabama Power Company to the 400' contour line.

STATE OF ALA. SHELBY CO.
T. L. HAY THIS
WAS FILED

1982 APR 16 AM 9:37

T. L. Hay
JUDGE OF PROBATE

Recd 38.00
Jud 1.00
39.00