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PRO TANTO RELEASE AND SETTLEMENT AGREEMENT

This Pro Tanto Release and Settlement Agreement is made and entered into by and between CROCKER NATIONAL BANK, on behalf of itself, its divisions, subsidiaries, affiliates, successors, predecessors, assigns, and agents, hereinafter referred to as "Plaintiff", on the one hand, and RICHARD G. ANDERSON, SPANISH PRIME, INC., CENTRAL ALABAMA FOREST PRODUCTS, INC., and any and all of their employees, associates, partners, shareholders, officers and directors, or any other such persons in any way remotely connected with the above-named personal and legal entities, hereinafter referred to as "Defendants", on the other hand.

There is presently pending in the United States District Court for the Northern District of Alabama, Southern Division, a certain lawsuit styled "Crocker National Bank v. Richard G. Anderson, et al."; Civil Action No. 83-L-1269-S, hereinafter referred to as the "lawsuit".

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises undertaken herein and other good and valuable consideration, receipt of which is hereby acknowledged, Plaintiff and Defendants agree as follows:

1. Plaintiff hereby releases and discharges Defendants from any and all claims, demands, actions, judgments, executions, damages, causes, expenses, and compensation, in law or equity, that it ever had, or now has, or may have, known or unknown, which were asserted in or could have been asserted in or in any way related to the

Nick Phillips 759 Hwy 119
Montevallo, AL 35115

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lawsuit and with the purchase, sale, or conversion of a Prentice 210 Knuckleboom Loader, serial #21305, which was involved in the lawsuit. Plaintiff expressly reserves its rights to proceed against Charles W. Beam and this Pro Tanto Release and Settlement Agreement does not in any way affect whatever rights it has against Charles W. Beam.

2. Plaintiff hereby conveys whatever right, title, or interest it has or had in the Prentice 210 Knuckleboom Loader, serial #21305, to Defendants. Plaintiff further states that neither it, nor anyone or any entity acting on its behalf, will make any claim to said Loader.

3. The Defendants hereby release and discharge Plaintiff from any and all claims, demands, actions, judgments, executions, damages, causes, expenses, and compensation, in law or equity, that they ever had, or now have, or may have, known or unknown, against the Plaintiff.

4. This Pro Tanto Release and Settlement Agreement is a compromise of the liability of the Defendants, but it is not intended to satisfy the judgment against or in any way release or discharge the liability of Charles W. Beam.

5. The Plaintiff further agrees that it will move to dismiss with prejudice the lawsuit filed by it.

IN WITNESS WHEREOF, Plaintiff and Defendants have caused these presents to be signed, acknowledged, and delivered under seal in their respective names, all duly authorized.

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DATE: Nov 19, 1985

CROCKER NATIONAL BANK

By: Spencer T. Johnson

Its: Special Assets Office

ACKNOWLEDGMENT

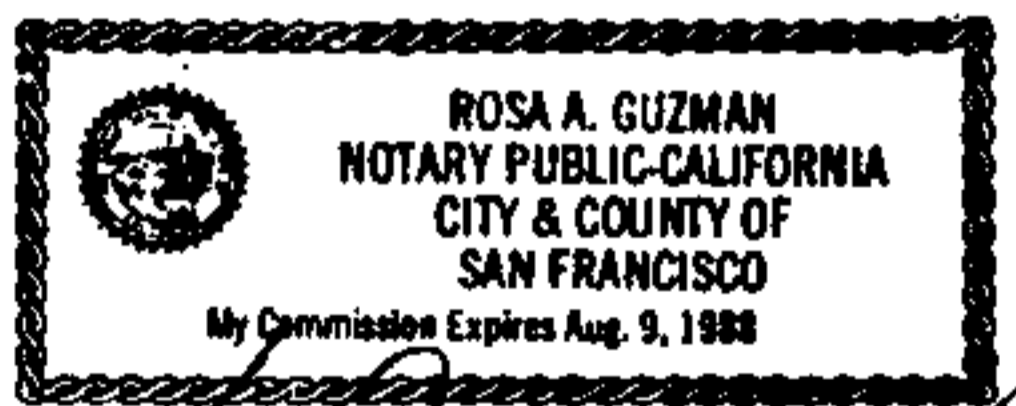
STATE OF CALIFORNIA)
COUNTY OF San Francisco)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Spencer T. Johnson, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, being informed of the contents of the Agreement, that he has authority to execute the same and that he executed the same voluntarily for and on behalf of Crocker National Bank the day same bears date.

Subscribed and sworn to before me this the 19th day of November, 1985.

Rosa A. Guzman
Notary Public

My commission expires: August 8, 1988



* * * * *

DATE: 12-3-1985

Richard G. Anderson
RICHARD G. ANDERSON

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Bibb)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Richard G. Anderson, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before

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DATE: 12-3-1985

CENTRAL ALABAMA FOREST PRODUCTS, INC.

By: Richard C. Anderson

Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF B. H.)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Richard C. Anderson, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, being informed of the contents of the Agreement, that he has authority to execute the same and that he executed the same voluntarily for and on behalf of Central Alabama Forest Products, Inc. the day same bears date.

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Subscribed and sworn to before me this the 3rd day of December, 1985.

[Signature]
Notary Public



My Commission expires: 6-14-88

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1985 DEC 12 PM 12:30

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

FILED IN THE OFFICE OF THE CLERK
SHELBY COUNTY, ALA.

*85 DEC -3 4:11:09

GEORGE ALLEN WESMOR
JUDGE

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RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>

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