

This instrument was prepared by:
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Atlanta, GA 30309-3592

Send tax notice to:
3891 Klein Road
Harpersville, Alabama 35078

Inst # 2000-04450

02/14/2000-04450
08:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
025 HHS 7816.50

STATUTORY WARRANTY DEED

Shelby County, Alabama

KNOW ALL MEN BY THESE PRESENTS: That U.S. ALLIANCE COOSA PINES CORPORATION, an Alabama corporation, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to said Grantor by GREAT EASTERN TIMBER COMPANY LLC, a Delaware limited liability company, hereinafter called Grantee, does hereby grant, bargain, sell, and convey unto the said Grantee, subject to the matters and reservations hereinafter set forth, the following described property, to-wit:

All those tracts or parcels of land lying and being in Shelby County, Alabama, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof together with all buildings, structures, improvements, woodyards and fixtures located thereon and all trees, timber, saplings and seedlings, including, without limitation, all down and standing trees (the "Property").

SUBJECT TO and only to (i) easements, rights of way, restrictions, covenants and other matters of record or that would be disclosed by a careful physical inspection or accurate survey of the Property and that existed prior to the date of Grantor's acquisition of the Property or any portion thereof; (ii) those matters more particularly described in Exhibit "B" attached hereto and made a part hereof; (iii) reservation of mineral rights as set forth in Exhibit "C" attached hereto and hereby made a part hereof; and (iv) the reservation set forth hereinbelow (the "Permitted Exceptions").

TOGETHER with all and singular the rights of ways, easement rights, licenses, permits, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto said Grantee and unto Grantee's successors and assigns forever.

RESERVING, HOWEVER, UNTO GRANTOR those certain timber cutting rights, rights of first offer and other rights as more particularly described in, and to be exercised only pursuant to the terms of, that certain Fiber Supply Agreement (the "Supply Agreement") dated of even date herewith by and between Grantor and John Hancock Life Insurance Company, Cahaba Forests, LLC, Hawaii ERS Timberland LLC, and Great Eastern Timber Company LLC, a memorandum of said Supply Agreement being attached hereto as Exhibit "D".

AND, subject to the Permitted Exceptions, Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, and none other.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal on this 10th day of February, 2000.

U.S. ALLIANCE COOSA PINES CORPORATION,
an Alabama corporation

By: _____

Pierre Monahan
President

STATE OF GEORGIA)
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Pierre Monahan, whose name as President of U.S. Alliance Coosa Pines Corporation, is signed to the foregoing conveyance and who is known to me, does acknowledge before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10th day of February, 2000.

NOTARY PUBLIC *Dorothy D. Reyelts*

My Commission Expires: _____

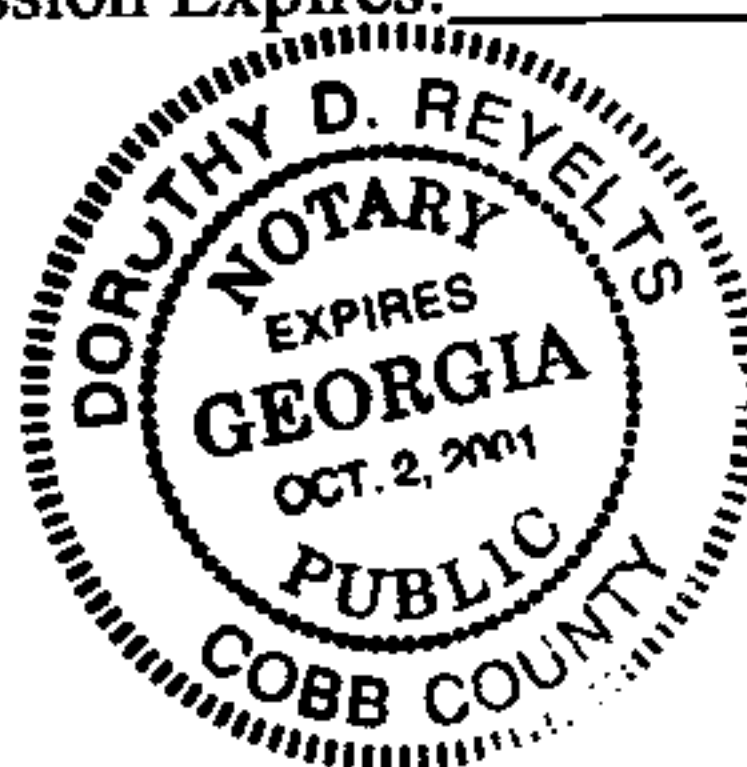


EXHIBIT "A"

The following described property situated in Shelby County, Alabama:

Township 19 South, Range 1 East

West 1/2 of the Northeast 1/4	13	19 South	1 East
Northwest 1/4	13	19 South	1 East
North 1/2 of the Southwest 1/4	13	19 South	1 East
Southwest 1/4 of the Southwest 1/4	13	19 South	1 East
East 1/2 of the Northeast 1/4	13	19 South	1 East
All of Section 14, EXCEPT the Northeast 1/4 of the Southwest 1/4	14	19 South	1 East
North 1/2 of the Northwest 1/4	15	19 South	1 East
Southeast 1/4 of the Northwest 1/4	15	19 South	1 East
Northeast 1/4 of the Southeast 1/4, LESS 5 acres on the north side of said 1/4-1/4	15	19 South	1 East
Northwest 1/4 of the Southeast 1/4	15	19 South	1 East
Southeast 1/4 of the Southeast 1/4	15	19 South	1 East
South 1/2 of the Northeast 1/4	15	19 South	1 East
Less and except the following (2) parcels of land as follows: (i) Beginning at the southeast corner of the NE 1/4 of NE 1/4 of said Section 15, thence North 88 deg. West for 903 feet to a point of beginning; thence South 2 deg. West for 200 feet to a point; thence North 88 deg. West for 435 feet to a point; thence North 2 deg. East for 200 feet to a point; thence South 88 deg. East for 435 feet to the point of beginning. (ii) Commence at the northwest corner of the SW 1/4 of the NE 1/4 of said Section 15; thence South 88 deg. East for 11.64 chains (768.24 feet) to a point on the center line of Shelby County Highway No. 55, which is the point of beginning of this excepted parcel; from the point of beginning, thence South 25 deg. West along the center line of said highway for 9.98 chains (658.68 feet); thence South 88 deg. East for 9.65 chains (636.9 feet); thence South 48 deg. East for 6.16 chains (406.56 feet); thence North 58 deg. East for 7.11 chains (469.26 feet); thence North 2 deg. East for 5.97 chains (394.02 feet); thence North 88 deg. West for 6.59 chains (434.94 feet); thence North 2 deg.			

East for 3.03 chains (199.98 feet), thence North 88 deg. West for 9.46 chains (624.36 feet) back to the point of beginning of excepted parcel.

South 1/2 of the Northeast 1/4	22	19 South	1 East
South 1/2 of the North 1/2 of the Northeast 1/4	22	19 South	1 East
Northeast 1/4 of the Southwest 1/4	22	19 South	1 East
North 1/2 of the Northeast 1/4	23	19 South	1 East
The North 30 acres of the Southwest 1/4 of the Northeast 1/4	23	19 South	1 East
Northwest 1/4 EXCEPT 2 1/2 acres in the southeast corner of the Southeast 1/4 of the Northwest 1/4	23	19 South	1 East
A parcel of Land being 50 feet wide East and West and 600 feet long North and South, situated on the West side and all being North of Highway No. 91, and on the West side of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 23, described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 23, run East along said forty line 660 feet to the point of beginning; thence south to highway right of way a distance of 600 feet; thence northeast along said highway right of way 50 feet; thence North 600 feet to the forty line; thence west 50 feet to the point of beginning.	23	19 South	1 East
Southwest 1/4 of the Southwest 1/4	29	19 South	1 East
West 1/2 of the Northwest 1/4 of the Southwest 1/4 LESS AND EXCEPT that part lying within Highway No. 280 and EXCEPT that part lying North of Highway No. 280	29	19 South	1 East
South 1/2 of Section EXCEPT: Commence at a 1" iron pipe in place accepted as the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 00° 19' 07" West along the East boundary of said quarter- quarter section for a distance of 62.72 feet (set 1/2" rebar) to a point on the Northerly boundary of the Seaboard Coast Line Railroad right-of-way;	30	19 South	1 East

thence proceed South $85^{\circ}59'20''$ West along the Northerly boundary of said railroad right-of-way for a distance of 1133.15 feet to the P.C. of a concave curve left having a tangent of 567.32 and a delta angle of $31^{\circ}25'31''$; thence proceed Southwesterly along the curvature of said curve and along the Northerly boundary of said railroad right-of-way for a chord bearing and distance of South $70^{\circ}16'41''$ West, 1092.24 feet to the P.T. of said curve; thence proceed South $54^{\circ}33'55''$ West along the Northerly boundary of said railroad right-of-way for a distance of 3949.72 feet to the West boundary of the Southeast one-fourth of the Northwest one-fourth of Section 31; thence proceed North $00^{\circ}05'48''$ East along the West boundary of the Southeast one-fourth of the Northwest one-fourth and the West boundary of the Northeast one-fourth of the Northwest one-fourth of Section 31 and the West boundary of the Southeast one-fourth of the Southwest one-fourth and the West boundary of the Northeast one-fourth of the Southwest one-fourth of Section 30 to its point of intersection with the Southerly right-of-way of U.S. Highway 280, said point being on the curvature of a concave right having a delta angle of $05^{\circ}20'30''$ and a tangent of 1069.19 feet; thence proceed Southeasterly along the curvature of said curve and along the Southerly right-of-way of said U.S. Highway 280 for a chord bearing and distance of South $82^{\circ}37'18''$ East, 793.89 feet to the P.T. STA 670+47.20; thence proceed South $81^{\circ}37'22''$ East along the Southerly right-of-way of said highway for a distance of 2217.38 feet (set 1/2" rebar) to P.C. STA 692+64.58 of a concave curve left having a tangent of 1324.87 and a delta angle of $13^{\circ}11'25''$; thence proceed Easterly along the Southerly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of South $83^{\circ}01'25''$ East, 567.70 feet to a corner in place; thence proceed South $58^{\circ}14'15''$ East along a flareback of said highway for a distance of 156.21 feet to a corner

in place; thence proceed South $51^{\circ} 24' 34''$ East along a flareback of said highway for a distance of 310.34 feet (set $1/2''$ rebar); thence proceed North $39^{\circ} 30' 03''$ East for a distance of 100.0 feet (set $1/2''$ rebar); thence proceed North $47^{\circ} 10' 18''$ West along a flareback of said highway for a distance of 172.29 feet to a corner in place; thence proceed North $15^{\circ} 56' 13''$ East along a flareback of said highway for a distance of 56.35 feet to a corner in place being a point on the Southerly right-of-way of said highway and being on the curvature of the aforementioned concave curve left; thence proceed Easterly along the Southerly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of South $87^{\circ} 59' 10''$ East, 784.47 feet (set $1/2''$ rebar) to a point on a fence being the accepted East boundary of the West one-half of the Northwest one-fourth of the Southwest one-fourth of Section 29; thence proceed South $03^{\circ} 41' 51''$ East along a fence and along a white painted line being the accepted East boundary of the West one-half of the Northwest one-fourth of the Southwest one-fourth for a distance of 584.97 feet (set $1/2''$ rebar) to a point on the North boundary of the Southwest one-fourth of the Southwest one-fourth of said Section 29; thence proceed North $89^{\circ} 23' 33''$ West along a fence and along a white painted line and along the North boundary of the Southwest one-fourth of the Southwest one-fourth of said Section 29 for a distance of 676.08 feet to the point of beginning.

The above-described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 29; the Northeast one-fourth of the Northwest one-fourth, the southeast one-fourth of the Northwest one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 31; the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of

the Southeast one-fourth, the Southeast one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Northeast of the Southwest one-fourth of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, and contains 218.80 acres.

West 1/2	31	19 South	1 East
West 1/2 of the Southeast 1/4	31	19 South	1 East
All of the Northeast 1/4 EXCEPT 7 1/2 acres off of the south side of the SE 1/4 of the NE 1/4, all in Section 31. And also, LESS AND EXCEPT the following described parcel of land: From the northeast corner of the SW 1/4 of the SE 1/4 (an iron pin), run South along a white painted and blazed line depicting the east 1/4-1/4 line for 418.1 feet; thence deflect an angle to the right of 90 deg. 00 min. and run for 720.2 feet to a point on the easterly right of way line of Shelby County Road No. 32, a paved public road, as the same this day lies; run thence in a northeasterly direction along said road right of way line (meander line) for 931 feet, more or less, to a point where the east line of the NW 1/4 of the SE 1/4 (an iron pin) intersects said road line; run thence south along the east line of said NW 1/4 of SE 1/4 section for 141.9 feet, back to the point of beginning of excepted parcel.	31	19 South	1 East
Northwest 1/4 of the Northwest 1/4	32	19 South	1 East
North 1/2 of the Southwest 1/4 of the Northwest 1/4	32	19 South	1 East
Southeast 1/4 of the Northwest 1/4 EXCEPT that portion conveyed to C. J. Faulkner by Deed Book 194 page 270 in the Probate Office, described as follows: Beginning at the southeast corner of the SE 1/4 of the NW 1/4, for the point of beginning of excepted parcel and running North 98 yards (294 feet); thence West 98 yards (294 feet); thence South 98 yards (294 feet); thence East 98 yards (294 feet) to the point of beginning of excepted parcel. And also, LESS AND EXCEPT the following described property sold to Union United Methodist Church dated November 18, 1998 by Inst. No. 1998-50467 in the Probate Office, described as follows: Commence at a 2 inch iron in place and accepted as the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 32,	32	19 South	1 East

Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed North 01 deg. 01 min. 47 sec. East along the East boundary of said 1/4-1/4 for a distance of 317.15 feet to a point on the Northerly right of way of Shelby County Road No. 32 and the point of beginning. From the point of beginning proceed South 89 deg. 12 min. 51 sec. West along the Northerly right of way of said road for a distance of 82.28 feet; thence proceed South 78 deg. 59 min. 51 sec. West along the Northerly right of way of said road for a distance of 126.01 feet; thence proceed South 89 deg. 26 min. 01 sec. West for a distance of 88.44 feet; thence proceed South 01 deg. 01 min. 47 sec. West for a distance of 23.28 feet to a point on the Northerly right of way of said road; thence proceed South 76 deg. 36 min. 24 sec. West along the Northerly right of way of said road for a distance of 78.82 feet; thence proceed South 78 deg. 55 min. 25 sec. West along the Northerly right of way of said road for a distance of 118.60 feet; thence proceed South 80 deg. 08 min. 28 sec. West along the Northerly right of way of said road for a distance of 158.07 feet; thence proceed South 76 deg. 24 min. 46 sec. West along the Northerly right of way of said road for a distance of 134.89 feet; thence proceed South 77 deg. 21 min. 43 sec. West along the Northerly right of way of said road for a distance of 74.22 feet; thence proceed South 75 deg. 15 min. 07 sec. West along the Northerly right of way of said road for a distance of 60.70 feet; thence proceed North 00 deg. 58 min. 11 sec. East for a distance of 551.34 feet to a point on the Southerly right of way of the Colonial Pipeline; thence proceed North 72 deg. 22 min. 12 sec. East along the Southerly right of way of said pipeline for a distance of 1,200.52 feet to its intersection with the Westerly right of way of Shelby County Road No. 51; thence proceed South 15 deg. 20 min. 21 sec. East along the Westerly right of way of said Shelby County Road No. 51 for a distance of 396.46 feet to a 1-1/2 inch iron in place; thence proceed South 82 deg. 21 min. 12 sec. West along a white painted line for a distance of 481.01 feet to a 1 inch iron in place; thence proceed South 01 deg. 01 min. 47 sec. West along a white painted line for a distance of 323.31 feet to the point of beginning. The above described land is located in the Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama.

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 32, lying northwest of Highway No. 438

32 19 South 1 East

Township 20 South, Range 1 East

Northwest 1/4 of the Southwest 1/4

5 20 South 1 East

EXCEPT 4 acres in the southeast corner described as follows: Commencing at the southeast corner of said forty as the point of beginning of herein excepted parcel, and run thence west along the Southern line of said forty 160 yards (480 feet); thence North 140 yards (420 feet), more or less, to the public road; thence run Southeast along said public road to its intersection with the East boundary line of said forty; run thence in a Southern direction along the Eastern boundary of said forty 77 yards (231 feet) back to the point of beginning of excepted parcel.

West 1/2 of the Northeast 1/4	6	20 South	1 East
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Southeast 1/4 of the Northwest 1/4	6	20 South	1 East
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North 1/2 of the Northwest 1/4	6	20 South	1 East
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North 1/2 of the Southeast 1/4	6	20 South	1 East
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Southeast 1/4 of the Northeast 1/4	6	20 South	1 East
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LESS AND EXCEPT the following (2) parcels of land, more particularly described as follows:

- i.) Begin at the NE corner of said 1/4-1/4 section; thence east along the north line of said 1/4-1/4 section 300 feet to the point of beginning of herein excepted parcel; thence South 100 feet; thence West 600 feet; thence North 100 feet; thence East 600 feet back to the point of beginning of herein excepted parcel.
- ii.) Begin at the NE corner of said 1/4-1/4 section, as the point of beginning of excepted parcel; thence North 85 deg. 30 min. West for 300 feet to an iron corner; thence South 104 feet to an iron corner; thence North 85 deg. 30 min. West 300 feet to a point; thence South 52 deg. 30 min. East for 742 feet to a point on the west side of a county road; thence North 1 deg. 30 min. East for 500 feet back to the point of beginning of herein excepted parcel.

That part of the Southwest 1/4 of the Northwest 1/4 lying north of an old road (Messer Road);	6	20 South	1 East
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All of the Southeast 1/4 of the Southeast 1/4 lying west of a dividing line beginning at a point on the south line of Section 6, 231 feet West of the SE corner of said Section 6, said dividing line running thence North parallel with the East line of Section 6, said dividing line being established in Quit Claim deed from E. R. Elliott and Ressie Elliot, his wife, as recorded in Deed Book 138 page 127 in the Office of the Judge of Probate of Shelby County, Alabama.	6	20 South	1 East
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Northeast 1/4	7	20 South	1 East
That part of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4, lying East of Highway No. 445	7	20 South	1 East
Northwest 1/4 of the Southwest 1/4	8	20 South	1 East
Northwest 1/4 EXCEPT 10 acres being the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4	8	20 South	1 East
East 1/2 of the Northeast 1/4	20	20 South	1 East
Northwest 1/4 of the Northwest 1/4	21	20 South	1 East
S 1/2 of the SW 1/4 LESS AND EXCEPT road right of way described as follows: Commencing at the NE corner of the SE 1/4 of the SW 1/4 of Section 30, Township 20 South, Range 1 East; North 90 West 150.17 feet to the point of beginning which is a point in a curve at Station 43+75.77 of the above project; at the POB in a curve (CHD. S 14 deg. 39 min. 40.6 sec. E), traverse through the curve (R=324.83 feet, delta=29 deg. 19 min. 21.1 LT) to a PRC; then through a curve (R=549.09 feet, delta=28 deg. 14 min. 32.4 sec. RT) to a PT; South 21 deg. 30 min. 51 sec. West, 56.34 feet; through a curve (R=415.00 feet, delta=21 deg. 32 min. 08 sec. LT) to a PT; South 0 deg. 01 min. 18 sec. East, 70.14 feet; through a curve (R=720.00 feet, delta=24 deg. 25 min. 11.9 sec. LT) to a PT; South 24 deg. 26 min. 30 sec. East, 120.40 feet; through a curve (R=384.22 feet, delta=33 deg. 32 min. 20.4 sec. RT) to a point in the curve at Station 57+47.32 on the above project; North 90 deg. East, 151.74 feet, to the SE corner of the SE 1/4 of the SW 1/4 of Section 30, said strip of land lies in the SE 1/4 of the SW 1/4 of said Section 30.	30	20 South	1 East

Township 18 South, Range 2 East

Southwest 1/4	32	18 South	2 East
South 1/2 of the Northwest 1/4	32	18 South	2 East
Northeast 1/4 LESS 10 acres in the Northwest 1/4 thereof	32	18 South	2 East

Township 24 North, Range 11 East

All of Section	1	24 North	11 East
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All of Section	2	24 North	11 East
West 1/2 of the Northwest 1/4	11	24 North	11 East
East 1/2 of the Northeast 1/4	11	24 North	11 East
Northwest 1/4 of the Northeast 1/4	11	24 North	11 East
Northeast 1/4 of the Northwest 1/4	11	24 North	11 East
North 1/2	12	24 North	11 East
North 1/2 of the Southwest 1/4	12	24 North	11 East
Northwest 1/4 of the Southeast 1/4	12	24 North	11 East
That portion of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4, located North of Shoal Creek	12	24 North	11 East

Township 24 North, Range 14 East

South 1/2 of the Southeast 1/4	4	24 North	14 East
Southeast 1/4 of Southwest 1/4	4	24 North	14 East

Township 19 South, Range 1 West

South 1/2 of the South 1/2 of the Northwest 1/4, lying South of Highway No. 280	25	19 South	1 West
East 1/2 of the Southwest 1/4	25	19 South	1 West
Southwest 1/4 of the Southwest 1/4	25	19 South	1 West
East 1/2 of the Southeast 1/4, lying South of Highway No. 280	25	19 South	1 West

LESS AND EXCEPT the following described property:
Bell South Mobility
Tower Site

A parcel of land situated in the Southeast Quarter
of the Southeast Quarter of Section 25, Township
19 South, Range 1 West, Shelby County, Alabama
and being more particularly described as follows:
Commence at a stone monument at the Southeast
corner of Section 25, Township 19 South, Range 1
West, Shelby County, Alabama and run on a state
plane bearing (Alabama West Zone State Plane

Bearing NAD 83) of North 36 deg. 12 min. 32 sec. West for a distance of 1,154.96 feet to the point of beginning of the property herein described; thence 15 deg. 13 min. 11 sec. Left and run North 51 deg. 25 min. 43 sec. West for a distance of 70.00 feet; thence 90 deg. 00 min. left and run South 38 deg. 34 min. 17 sec. West for a distance of 142.85 feet; thence 90 deg. 00 min. left and run South 51 deg. 25 min. 43 sec. East for a distance of 70.00 feet; thence 90 deg. 00 min. left and run North 38 deg. 34 min. 17 sec. East for a distance of 142.85 feet to the point of beginning.

All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

Southwest 1/4 of the Southeast 1/4	25	19 South	1 West
Northwest 1/4 of the Southwest 1/4 EXCEPT that part lying west of branch and north of Highway No. 440 as conveyed to Louis G. Mason, Jr. by Deed Book 235 page 348	25	19 South	1 West
Southeast 1/4 of the Southeast 1/4 lying East of Highway No. 439. EXCEPT 4 acres previously sold Carson in the north-northwest side of said forty	26	19 South	1 West
Southeast 1/4 of the Northeast 1/4	35	19 South	1 West
Northeast 1/4 of the Southwest 1/4	35	19 South	1 West
North 1/2 of the Southeast 1/4	35	19 South	1 West
Northeast 1/4 LESS AND EXCEPT, that portion of the Southwest 1/4 of the Northeast 1/4, lying west of County Road No. 439.	36	19 South	1 West
North 1/2 of the Northwest 1/4 LESS AND EXCEPT, a portion of the NE 1/4 of the NW 1/4 of said Section 36, described as follows: Commence at the southwest corner of the NE 1/4 of the NW 1/4, for the point of beginning of excepted parcel and run north along the west boundary line of said 1/4-1/4 section a distance of 420 feet, more or less, to an iron stake; thence turn right and run east to a point on the southwest boundary line of County Road No. 439; thence turn right and run southeast along said boundary line of said county road to a point on the south boundary line of said 1/4-1/4 section; thence	36	19 South	1 West

turn right and run west along said boundary line back to the point of beginning of excepted parcel.

Southwest 1/4 of the Northwest 1/4	36	19 South	1 West
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Northwest 1/4 of the Southwest 1/4	36	19 South	1 West
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South 1/2 of the Southwest 1/4	36	19 South	1 West
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LESS AND EXCEPT, a 2.2 acre rectangle in the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 36, described as follows: Begin at the northeast corner of said 1/4-1/4 section and run west along the north boundary line of said 1/4-1/4 section a distance of 440 feet, more or less, to a rock corner; thence turn left and run south a distance of 230 feet, more or less, to a rock corner; thence turn left and run east to a point on the east boundary line of said 1/4-1/4 section; thence turn left and run north along said east boundary line back to the point of beginning of the excepted parcel.

<p>Southeast 1/4</p> <p>LESS AND EXCEPT, that portion of the Northwest 1/4 of the Southeast 1/4 said Section 36, lying west of County Road No. 439.</p>	36	19 South	1 West
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<p>A part of the Southeast 1/4 of the Northwest 1/4 described as 13 acres North and East of County Road</p>	36	19 South	1 West
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Township 20 South, Range 1 West

<p>Northeast 1/4</p> <p>LESS AND EXCEPT, the Southwest 1/4 of the Northeast 1/4, and ALSO, LESS AND EXCEPT, a parcel of land in the Southwest corner of the Northwest 1/4 of the Northeast 1/4 owned by Lloyd Chesser, being 2 acres described as being 70 yards wide North and South by 140 yards wide East and West, which he has owned since 1933.</p>	1	20 South	1 West
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North 1/2 of the Northwest 1/4	1	20 South	1 West
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North 1/2 of the Northwest 1/4	10	20 South	1 West
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Northwest 1/4 of the Northeast 1/4	10	20 South	1 West
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<p>Northeast 1/4 of the Northeast 1/4,</p> <p>EXCEPT 10 acres on the north side</p>	10	20 South	1 West
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A part of the Northwest 1/4 of the Northwest 1/4	11	20 South	1 West
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described as follows: Begin at the Northwest corner of Section 11, and run South along the section line 498 feet to the point of beginning of the property herein described; thence continue South along the Section line a distance of 873 feet, more or less, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 11; thence East a distance of 87 feet, more or less, to the center line of Shelby County Highway No. 47; thence in a Northerly direction following the center line of said Highway a distance of 875 feet, more or less, to a point; thence West for a distance of 96 feet, more or less, to the point of beginning; this includes all that part of the Northwest 1/4 of the Northwest 1/4 of Section 11, lying West of the center line of Highway No. 47 that was owned by James Wade Foster, Jr. and Mary C. Foster at the time of this conveyance in Shelby County, Alabama. Less and except any part lying within road right of way.

The South 1/2 of the Northeast 1/4	17	20 South	1 West
East 1/2 of the Northwest 1/4	17	20 South	1 West
Northeast 1/4 of the Southwest 1/4	17	20 South	1 West
West 1/2 of the Northwest 1/4 of the Southeast 1/4	17	20 South	1 West
Southwest 1/4 of the Southeast 1/4	17	20 South	1 West
Northeast 1/4 of the Northeast 1/4	25	20 South	1 West

Township 22 South, Range 1 West

NW 1/4	16	22 South	1 West
S 1/2 of the NE 1/4	17	22 South	1 West
W 1/2 of the SE 1/4	17	22 South	1 West
That part of the East 1/2 of the Southwest 1/4 lying south of the right of way of the L & N Railroad as the same passes through said East 1/2 of Southwest 1/4	17	22 South	1 West
Southwest 1/4 of the Southwest 1/4 LESS AND EXCEPT one acre belonging to Missionary Baptist Church (Hopewell Church) as shown by deed recorded in Deed Book 13 page 45 in the Probate of Shelby County, Alabama. LESS AND EXCEPT more particularly described as follows:	17	22 South	1 West

Beginning at the northwest corner of the SW 1/4 of SW 1/4 of Section 17; thence South along the west boundary line 35 yards (105 feet); thence east 70 yards (210 feet); thence North to the Montevallo Road; thence West along said road to the West boundary line; thence South along boundary line 35 yards (105 feet) to the point of beginning.

South 1/2 of the Southeast 1/4	18	22 South	1 West
NW 1/4 of the NE 1/4	20	22 South	1 West

Township 22 South, Range 3 West

Northwest 1/4 of the Northeast 1/4	7	22 South	3 West
Northwest 1/4	7	22 South	3 West
Southwest 1/4	7	22 South	3 West
Southwest 1/4 of the Southeast 1/4	7	22 South	3 West
West 1/2 of the Northwest 1/4	18	22 South	3 West
West 1/2 of the Southwest 1/4	18	22 South	3 West
North 1/2 of the Northeast 1/4 of the Southwest 1/4 lying west of old Montevallo-Tuscaloosa dirt road	18	22 South	3 West
A part in the southwest corner of the East 1/2 of the Northwest 1/4, (being 8 or 10 acres, more or less) described as follows: commencing at the southwest corner of the E 1/2 of the NW 1/4 and running northeast about 150 yards (450 feet) to a certain spring; thence down said spring branch 50 yards (150 feet); thence direct to the Tuscaloosa Road; thence down said Tuscaloosa Road about 150 yards (450 feet) to the south boundary of the SE 1/4 of NW 1/4; thence west along the line between the NW 1/4 and the SW 1/4 of said Section 18 to the beginning.	18	22 South	3 West

A parcel of land located in Section 18 and Section 19, being described as follows: Beginning at the southeast corner of the SW 1/4 of the SW 1/4 of Section 19, go north along the east line of said SW 1/4 of SW 1/4 for 362.79 feet; thence right 55 deg. 25 min. for 160.88 feet; thence left 25 deg. 35 min. for 140.10 feet; thence left 115 deg. 11 min. for 202.83 feet to said east line; thence north along said east	18 19	22 South 22 South	3 West 3 West
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line 19.87 feet; thence left 67 deg. 03 min. for 71.90 feet;
 thence right 40 deg. 05 min. for 85.73 feet; thence right 25
 deg. 53 min. for 20.0 feet; thence left 35 deg. 22 min. for 124.14
 feet; thence left 37 deg. 28 min. for 105.68 feet; thence right 16
 deg. 23 min. for 131.60 feet; thence right 118 deg. 05 min.
 for 271.44 feet; thence left 10 deg. 15 min. for 122.62 feet;
 thence left 4 deg. 48 min. for 85.18 feet to said east line of
 SW 1/4 of SW 1/4; thence left 45 deg. 29 min. for 134.30 feet
 to the northeast corner of said SW 1/4 of SW 1/4; thence right
 91 deg. 26 min. for 81.15 feet to the west line of lot 4, block 8,
 Thomas Addition to the Town of Aldrich, map of which is
 recorded in the Office of the Judge of Probate of Shelby County,
 Alabama; thence left 121 deg. 00 min. for 63.37 feet along west
 line of said lot 4; thence right 98 deg. 57 min. for 270 feet; thence
 left 112 deg. 04 min. for 161.10 feet; thence right 93 deg. 26 min.
 for 290.90 feet; thence left 90 deg. 10 min. for 123.71 feet; thence
 right 4 deg. 13 min. for 562.11 feet; thence left 61 deg. 41 min.
 for 16.26 feet; thence right 12 deg. 48 min. for 315.73 feet; thence
 left 95 deg. 56 min. for 296.12 feet; thence left 61 deg. 22 min.
 for 358.61 feet to the east line of the NW 1/4 of SW 1/4 of said
 Section 19; thence south along said east line for 157.72 feet; thence
 right 102 deg. 49 min. for 324.50 feet; thence right 90 deg. for 20.1
 feet; thence left 62 deg. 26 min. for 355.95 feet; thence left 22 deg.
 27 min. for 125.53 feet; thence left 10 deg. 16 min. for 187.42 feet;
 thence right 90 deg. for 364.08 feet; thence right 90 deg. for 326.91
 feet; thence left 89 deg. 54 min. for 606.58 feet; thence right 28 deg.
 35 min. for 350.0 feet; thence left 90 deg. for 150.0 feet; thence
 right 71 deg. 32 min. to the public road; thence in an easterly
 direction along the public road to the intersection of the north
 line of the public road with the south line of lot 2, block 3, said
 Thomas' Addition to the Town of Aldrich; thence northwest along
 the south line of said lot 2 for 298.39 feet; thence right 86 deg. 13
 min. for 205.65 feet along the west side of said lot 2; thence easterly
 along the north line of said lot 2 for 208 feet; thence easterly along
 the north line of Summit Park "B" for 398 feet to the northwest
 corner of lot 6, block 2, of said Thomas' Addition to the Town of
 Aldrich; thence looking east along the north line of said lot 6, block
 2; turn an angle to the left of 65 deg. 18 min. for 303.48 feet; thence
 right 0 deg. 19 min. for 580.46 feet; thence left 85 deg. 55 min.
 for 696.48 feet; thence right 54 deg. 16 min. for 109.50 feet; thence
 right 5 deg. 22 min. for 636.67 feet; thence right 33 deg. 50 min.
 for 173.78 feet to the center line of Davis Creek; thence east along
 the center line of Davis Creek to the east line of the SE 1/4 of SW 1/4,
 Section 18; thence north along said east line to the northeast corner of
 said SE 1/4 of SW 1/4; thence west along the north line of said SE 1/4
 of SW 1/4 to northwest corner of said forty; thence south along west
 line of said forty to north line of Section 19; thence west to northwest
 corner of said Section 19; thence south to southwest corner of said
 Section 19; thence east to the point of beginning. EXCEPT the
 following described tract(s): Begin at the northwest corner of SE 1/4
 of SW 1/4, Section 19, and run south 798 feet along the west side of

said forty to the point of beginning of parcel being excepted; thence turning an angle of 70 deg. right run a distance of 40 feet to the northwest corner of church lot; thence turning an angle of 90 deg. left run a distance of 80 feet to the southwest corner; thence turning an angle of 90 deg. left run a distance of 100 feet to the southeast corner; thence turning an angle of 90 deg. left run a distance of 80 feet to the northeast corner; thence turning an angle of 90 deg. left, run 60 feet back to the point of beginning of herein excepted parcel.

Township 21 South, Range 4 West

Northeast 1/4 of the Northwest 1/4	33	21 South	4 West
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Township 22 South, Range 4 West

North 1/2 of the Northeast 1/4	12	22 South	4 West
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Southeast 1/4 of the Northeast 1/4	12	22 South	4 West
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North 1/2 of the Northwest 1/4	12	22 South	4 West
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LESS AND EXCEPT the following described parcel:
Commence at the southwest corner of the NW 1/4 of NW 1/4, Section 12, and run east along the south line of said 1/4-1/4 section to its intersection with the east right of way line of County Highway No. 10, this being the point of beginning of excepted parcel; from the point of beginning, continue east and along the south line of said 1/4-1/4 section for a distance of 140.0 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 264.0 feet to a point; thence turn an angle of 102 deg. to the left and run a distance of 245.0 feet to the east right of way line of Highway No. 10; thence run in a southerly direction and along the east right of way line of said highway to the point of beginning.

East 1/2 of the Southeast 1/4	12	22 South	4 West
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Southwest 1/4 of the Northeast 1/4	12	22 South	4 West
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West 1/2 of the Southeast 1/4	12	22 South	4 West
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Southeast 1/4 of the Northwest 1/4	12	22 South	4 West
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East 1/2 of the Southwest 1/4	12	22 South	4 West
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Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4	12	22 South	4 West
East 1/2 of the Northwest 1/4	13	22 South	4 West
Northeast 1/4 of the Southwest 1/4	13	22 South	4 West
Southeast 1/4 of the Southwest 1/4	13	22 South	4 West
Southwest 1/4 of Southwest 1/4	13	22 South	4 West
Southeast 1/4	13	22 South	4 West
East 1/2 of the Northeast 1/4	13	22 South	4 West
Southwest 1/4 of the Northeast 1/4	13	22 South	4 West
East 1/2 of Northwest 1/4 of the Northwest 1/4	13	22 South	4 West
Southeast 1/4 of the Southwest 1/4 of Northwest 1/4	13	22 South	4 West
Northwest 1/4 of the Northeast 1/4	13	22 South	4 West
South 1/2	24	22 South	4 West
West 1/2 of the Northwest 1/4	24	22 South	4 West
Southeast 1/4 of the Northwest 1/4	24	22 South	4 West
Northeast 1/4 of the Northwest 1/4	24	22 South	4 West
Southwest 1/4 of the Northeast 1/4	24	22 South	4 West
Northwest 1/4 of the Northeast 1/4	24	22 South	4 West
Northeast 1/4 of the Northeast 1/4	24	22 South	4 West
Southeast 1/4 of the Northeast 1/4	24	22 South	4 West
East 1/2 of Fractional Section	26	22 South	4 West
Fractional Northwest 1/4 "B" of Section	26	22 South	4 West
Fractional Northeast 1/4 "A" of Section	27	22 South	4 West

EXHIBIT "B"

1. Taxes for the year 2000, not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. #1997-9552, in Probate Office of Shelby County, Alabama.
3. Underground Communications Line Easement granted to Level 3 Communications, LLC, by instrument dated December 9, 1999, and recorded as Inst. #2000-00007, aforesaid records.
4. Reservation of a personal license to transverse property granted to John T. Mewborn during his life-time, as set out in the Deed from John T. Mewborn to U. S. Alliance Coosa Pines Corporation recorded as Inst. #1998-43780, aforesaid records, as to property in Township 19 South, Range 1 East.
5. Public road easement granted to Shelby County, subject to terms, conditions and limitations of same, dated June 14, 1999 and recorded by Inst. No. 1999-25487, aforesaid records, as to property in Township 20 South, Range 2 West.

EXHIBIT C TO STATUTORY WARRANTY DEED

MINERAL RIGHTS RESERVATION

Grantor does expressly reserve all right, title and interest in and to the oil, gas and other minerals of every kind and character (but excluding sand, gravel, rock and aggregate) that are owned by Grantor (the "Minerals"). Grantor reserves the right of ingress and egress for the purpose of conducting Operations (as hereinafter defined), subject to the following terms and conditions:

1. Notwithstanding anything herein to the contrary, the Minerals shall be recovered solely by means of the drilling of wells or the installation of underground mine shafts. Grantor shall not have the right to recover the Minerals by any surface mining method or any other method that is destructive of the surface, including without limitation by open pit, strip or other surface methods ("Restricted Methods"), and Grantor shall not join with others to conduct Restricted Methods on the Property without the prior written consent of Grantee, which consent may be withheld arbitrarily by Grantee.

2. Grantor shall (i) pay Grantee just and reasonable compensation for any injury or damage to the Property and to any standing and down timber, crops and improvements thereon caused by Operations, and (ii) conduct all Operations in full compliance with all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction over the Property, including but not limited to those laws, rules, regulations and orders for protection of the environment, prevention of water pollution and prevention and suppression of forest fires. Upon conclusion of each of the Operations, Grantor shall promptly restore the surface of the Property to substantially the same condition in which it existed prior to such Operations. Grantor shall use its best efforts to protect and prevent the Property from being contaminated or damaged by hazardous substances in such manner as may be required by governmental regulations, and in the absence of such regulations, by disposing of such substances in accordance with the best industry practices.

3. For each well location or underground mine shaft placed on the Property, Grantor agrees to compensate Grantee by payment of the greater of (i) the fair market value of the affected acres, or (ii) the amount paid by Grantee for such acres, in either case including the timber on such acres. Grantor and Grantee agree that the amounts to be paid as set forth herein for a well location are just and reasonable compensation for the use of such acres only.

If Grantor performs any seismic or other exploratory operations on the Property, Grantor shall compensate Grantee at the rate customary in the vicinity for such operations.

4. Grantor shall give Grantee written notice at least thirty (30) days before entering upon the surface of the Property to commence Operations, with notice to be given before the commencement of each of such Operations. Each such notice shall include evidence reasonably satisfactory to Grantee that Grantor has the ability to pay all amounts which are required or may be required to be paid hereunder. Each such notice shall contain

a map or plat showing the location on the Property of the Operations to be conducted, a full description of such Operations, a description of any timber that must be cut and removed from the Property in connection therewith and a time table showing the anticipated dates on which Operations are expected to commence and be concluded.

Grantor may not construct any roads or pipelines on the Property without Grantee's prior written approval, which approval shall not be unreasonably delayed or withheld. Grantor shall build and use only such roads as are reasonably necessary to conduct Operations on the Property. Grantee shall have the right in common with Grantor to use any such roads in such manner as not to interfere unreasonably with Operations. All roads constructed by Grantor shall become the property of Grantee, provided that Grantee may require that all or any lands affected by said roads be reclaimed and restored by Grantor as nearly as practical to their original condition upon cessation of Operations. Grantor shall provide at Grantor's expense all necessary protective measures to prevent any loss or damage to the property of Grantee on account of any Operations. Unless first consented to in writing by Grantee, no well shall be drilled nearer than 200 feet to any structure now or hereafter placed on the Property. When requested by Grantee, Grantor will bury pipelines to below ordinary plow depth or to such greater depth as Grantee deems necessary for its timber operations, but not to exceed three feet. All buried pipelines shall be marked at road crossings and enclosed in casings with sufficient strength to prevent the passing of heavy equipment over the road without damage to the pipeline.

5. Grantor shall conduct all Operations so as to minimize interference with Grantee's use and operation of the surface of the Property. Grantor shall bear the sole responsibility for monitoring any and all Operations to ensure that said Operations are conducted in accordance with the terms set forth herein.

6. Grantor shall defend, indemnify and hold Grantee harmless from and against all claims, demands, liabilities, judgments, penalties, causes of action, losses, damages, costs and expenses (including attorney's fees, expert's fees and court costs) of any and every character, known or unknown, fixed or contingent, asserted against or incurred by Grantee arising out of or in connection with Operations, or from Grantor's failure to comply with any of the terms set forth herein.

7. Grantor covenants and agrees that any lease or other agreement entered into by Grantor that permits a third party to conduct Operations shall require such third party expressly to agree to be bound by the terms and conditions of this instrument and to bear and assume all liabilities and obligations with respect to the Operations to be conducted by such third party that are imposed upon Grantor under this instrument, and such lease or other agreement also shall expressly state that such provisions are for the benefit of Grantee. Notwithstanding the foregoing, Grantor shall be liable to Grantee in the event such third party or its contractor defaults in the performance of the terms and conditions of this instrument.

8. Grantor shall be responsible for and shall pay any and all taxes that may be levied or assessed against the Minerals or any increase in property taxes payable by Grantee as a direct result of the Operations.

9. Before conducting any Operations, Grantor shall obtain and maintain all such insurance policies as may be reasonably requested by Grantee. Said insurance policies shall be in amounts and otherwise in form reasonably acceptable to Grantee and shall name Grantee as an additional insured thereunder.

The terms hereof shall run with the Property and inure to the benefit of and be binding on Grantor, and its lessees, successors and assigns, and Grantee and its successors in ownership of the surface of the Property. "Operations" as used herein shall mean all operations on the Property in connection with the Minerals, including without limitation exploration, development, production, transportation, and all other operations.

EXHIBIT "D"

MEMORANDUM OF SUPPLY AGREEMENT AND RIGHT OF FIRST OFFER

Pursuant to the Supply Agreement, U.S. Alliance Coosa Pines Corporation, an Alabama corporation ("USA") has agreed to purchase certain quantities and types of wood fiber ("Timber"), including Pine Sawtimber, Pine Chip-n-Saw, Pine Pulpwood, Mixed Hardwood Sawtimber and Hardwood Pulpwood (as such terms are defined in the Supply Agreement), located on certain Alabama timberlands (the "Timberlands"), including the timberlands more particularly described on Exhibit A to this Deed. In addition, as part of the Supply Agreement, USA has been granted a right of first offer with respect to future sales of all or portions of the Timberlands. A complete copy of the Supply Agreement is on file in USA's office at 17589 Plant Road, Coosa Pines, Alabama 30544. The following are certain, but not all, material provisions of the Supply Agreement. These provisions are hereby disclosed to third parties so that such parties may have record knowledge of the rights of USA and Grantee pursuant to the Supply Agreement.

Term. The term of the Fiber Supply Agreement commenced on February 10, 2000, and shall expire on December 31, 2014, unless sooner terminated for cause pursuant to the terms of the Supply Agreement.

USA's Right of First Offer.

(a) In Article 9 of the Fiber Supply Agreement, USA is granted a right of first offer with respect to the Timberlands. The specific provisions of Article 9 are as follows:

"9.1 Notice of Proposed Sale. If Seller desires to sell the fee title to all or any portion of the Timberlands (the "Timberlands Interest"), USA shall have a right of first offer to acquire all, but not less than all, of such Timberlands Interest, and Seller shall not transfer such Timberlands Interest

without first complying with the provisions of this Article 9. Seller shall give written notification to USA, by certified mail or personal delivery, of Seller's desire to sell the Timberlands Interest at issue (the "RFO Notice"). In order to be effective, the RFO Notice must contain the following information: (i) a detailed description of the Timberlands Interest to be sold, (ii) the cash price of the Timberlands Interest to be sold and (iii) the Assumed Volume (as hereinafter defined) proposed to be allocated to said Timberlands Interest (the "Offer Terms"). For the purposes of this Article 9, the sale of a controlling interest in Seller (or the sale of an interest in Seller which when aggregated with previous sales would constitute a controlling interest in Seller) shall constitute a sale of a Timberlands Interest.

9.2 Response to Notice. USA shall have the right to purchase all (but not less than all) of the Timberlands Interest proposed to be sold by Seller upon the same terms and conditions as stated in the aforesaid RFO Notice by giving written notification to Seller, by certified mail or personal delivery, of its intention to do so within thirty (30) days after receiving the RFO Notice (the "RFO Response").

9.3 Waiver of Right. Except as hereinafter provided, the failure of USA to timely provide the RFO Response shall result in the termination of its right to purchase the Timberlands Interest covered by such RFO Notice. In such event, Seller shall be entitled to sell the Timberlands Interest to a third party purchaser consistent with the Offer Terms, or for a cash price which is more favorable to Seller than as set forth in the Offer Terms. In the event Seller does not close the proposed transaction consistent with the Offer Terms, or for a cash price which is more favorable to Seller than as set forth in the Offer Terms, within eighteen (18) months, or if Seller desires to consummate a sale of the applicable Timberlands Interest for a cash price which is less favorable to Seller than as set forth in the Offer Terms, then USA's right of first offer shall be reinstated as to such Timberlands Interest in accordance with the terms and procedures set forth above. No sale of a Timberlands Interest shall be valid unless the Seller has complied with the provisions of this Article 9 prior to consummation of such sale. In the event USA fails to timely provide the RFO Response, USA shall promptly execute any and all documentation requested by Seller in order to evidence the waiver of USA's right of first offer with respect to said Timberlands.

9.4 Closing. In the event USA gives written notice to Seller in compliance with Section 9.2 above of its desire to exercise its right to purchase all of the Timberlands Interest which Seller desires to sell, Seller shall designate the time, date and place of closing, provided that the date of closing shall be no earlier than ninety (90) days, and no later than one hundred eighty (180) days, after receipt by Seller of the RFO Response. In

such event, the purchase and sale of the Timberlands Interest shall be effected pursuant to the Offer Terms and otherwise in accordance with the terms of Seller's standard real estate sales contract (which contract shall be subject to USA's reasonable review and approval).

9.5 Applicability of Right of First Offer. The right of first offer set forth herein shall not apply to (a) the sale or transfer of any Exempt Acres, as hereinafter defined; (b) any mortgage, deed of trust or security interest granted to any lender providing financing secured by all or any part of the Timberlands; (c) any foreclosure sale conducted by any such lender; (d) the sale or transfer of all or any part of the Timberlands to (i) [John Hancock Life Insurance Company (formerly known as John Hancock Mutual Life Insurance Company) ("JH")] or a limited partnership in which [JH] is the sole general partner; or (ii) any entity which is the beneficial owner of the Timberlands Interest (the "Beneficial Owner") and for whom Seller holds title in a fiduciary capacity, or any entity which is controlled by said Beneficial Owner; (e) any condemnation of any portion of the Timberlands, or any sale in lieu thereof, or (f) any easement, cutting contract, hunting license or lease of any portion of the Timberlands."

(b) The term "Exempt Acres" means up to 8,000 acres of the Timberlands per annum, on a non-cumulative basis.

Inst # 2000-04450

02/14/2000-04450
08:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
-3- 025 HHS 7816.50