

This instrument was prepared by:

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

Inst # 2000-04451

02/14/2000-04451
08:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
029 MWS 14820.00

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 CAHABA FORESTS, 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: _____

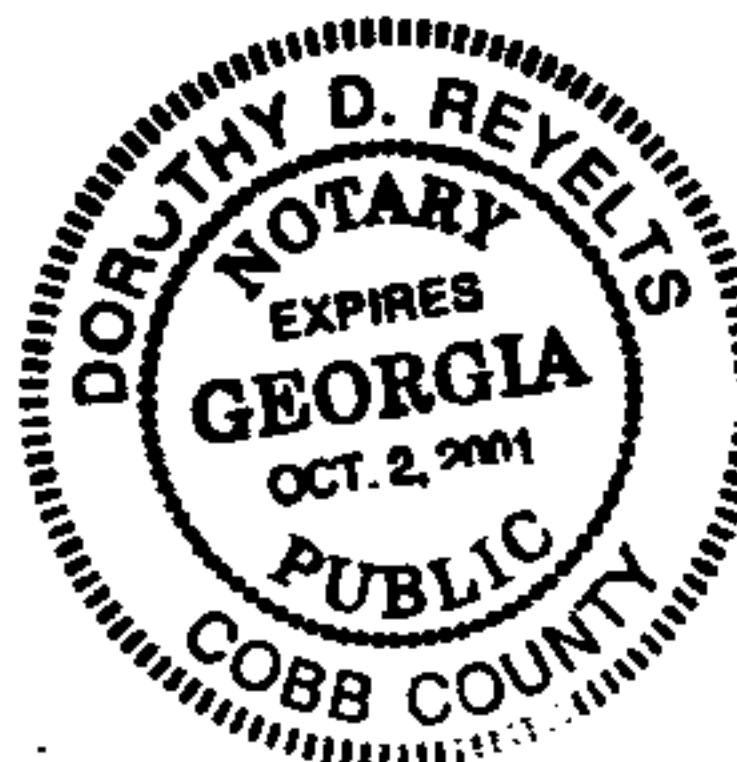


EXHIBIT "A"

The following described property situated in Shelby County, Alabama:

Township 19 South, Range 1 East

Southeast 1/4 of the Southeast 1/4	4	19 South	1 East
All of Section	8	19 South	1 East
All of Section	9	19 South	1 East
All of Section	16	19 South	1 East
All of Section	17	19 South	1 East
All of Section EXCEPT the NW 1/4 of the NE 1/4	18	19 South	1 East

All of Section EXCEPT the W 1/2 of the SW 1/4, and LESS AND EXCEPT the following three (3) parcels of land, described as follows:	19	19 South	1 East
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- i.) Beginning at the southwest corner of the SE 1/4 of the SW 1/4 of Section 19, run easterly along the south boundary of said 1/4-1/4 section for 1,127.03 feet; thence turn an angle of 65 deg. 40 min. to the left and run northeasterly 203.86 feet; thence turn an angle of 90 deg. to the left and run northwesterly 30 feet to the point of beginning of excepted parcel; thence continue along this same course 75 feet; thence turn an angle of 90 deg. to the right and run northeasterly 75 feet; thence turn an angle of 90 deg. to the right and run southeasterly 75 feet; thence turn an angle of 90 deg. to the right and run southwesterly 75 feet back to the point of beginning of excepted parcel.
- ii.) A thirty foot easement, ten feet on the left and twenty feet on the right of a center line described as follows:
Commence at the Southwest corner of Section 19, Township 19 South, Range 1 East; thence run east along the south line of said Section 19 a distance of 2,693.54 feet to the point of beginning of said easement; thence turn an angle of 68 deg. 13 min. 10 sec. to the left and run a distance of 227.51 feet; thence turn an angle of 7 deg. 47 min. 20 sec. to the right and run a distance of 221.83 feet; thence turn an angle of 20 deg. 35 min. 00 sec. to the left and run a distance of 200.10 feet; thence turn an angle of 27 deg. 13 min. 00 sec. to the right and run a distance of 91.88 feet; thence turn an angle of 15 deg. 36 min. 43 sec. to the right and run a distance of 137.44 feet; thence turn an angle of 18 deg. 33 min. 46 sec. to the left and run a distance of 277.92 feet; thence turn an angle of 6 deg. 00 min.

50 sec. to the left and run a distance of 103.52 feet; thence turn an angle of 20 deg. 25 min. 22 sec. to the left and run a distance of 138.51 feet; thence turn an angle of 9 deg. 55 min. 15 sec. to the left and run a distance of 98.16 feet; thence turn an angle of 20 deg. 42 min. 50 sec. to the right and run a distance of 326.88 feet; thence turn an angle of 28 deg. 33 min. 25 sec. to the left and run a distance of 177.97 feet; thence turn an angle of 27 deg. 52 min. 36 sec. to the right and run a distance of 89.87 feet; thence turn an angle of 15 deg. 30 min. 09 sec. to the right and run a distance of 215.25 feet; thence turn an angle of 30 deg. 25 min. 05 sec. to the right and run a distance of 116.00 feet; thence turn an angle of 21 deg. 28 min. 41 sec. to the left and run a distance of 53.18 feet; thence turn an angle of 45 deg. 31 min. 18 sec. to the left and run a distance of 91.28 feet; thence turn an angle of 30 deg. 03 min. 11 sec. to the left and run a distance of 57.27 feet; thence turn an angle of 29 deg. 34 min. 32 sec. to the left and run a distance of 222.94 feet; thence turn an angle of 6 deg. 08 min. 03 sec. to the right and run a distance of 146.63 feet; thence turn an angle of 18 deg. 43 min. 44 sec. to the left and run a distance of 76.36 feet; thence turn an angle of 16 deg. 04 min. 17 sec. to the left and run a distance of 228.04 feet; thence turn an angle of 15 deg. 07 min. 51 sec. to the left and run a distance of 153.88 feet; thence turn an angle of 14 deg. 52 min. 35 sec. to the right and run a distance of 147.47 feet; thence turn an angle of 22 deg. 07 min. 58 sec. to the right and run a distance of 143.14 feet; thence turn an angle of 11 deg. 31 min. 10 sec. to the right and run a distance of 239.13 feet; thence turn an angle of 22 deg. 17 min. 20 sec. to the right and run a distance of 193.69 feet; thence turn an angle of 10 deg. 59 min. 43 sec. to the left and run a distance of 65.46 feet; thence turn an angle of 36 deg. 50 min. 37 sec. to the left and run a distance of 190.51 feet back to the point of beginning of excepted parcel.

iii.) Commence at the southwest corner of Section 19, Township 19 South, Range 1 East; thence run East along the south line of said Section 19 a distance of 2,693.54 feet; thence turn an angle of 68 deg. 13 min. 10 sec. to the left and run a distance of 227.51 feet; thence turn an angle of 7 deg. 47 min. 20 sec. to the right and run a distance of 221.83 feet; thence turn an angle of 20 deg. 35 min. 00 sec. to the left and run a distance of 200.10 feet; thence turn an angle of 27 deg. 13 min. 00 sec. to the right and run a distance of 91.88 feet; thence turn an angle of 15 deg. 36 min. 43 sec. to the right and run a distance of 134.44 feet; thence turn an angle of 18 deg. 33 min. 46 sec. to the left and run a distance of 277.92 feet; thence turn an angle of 6 deg. 00 min. 50 sec. to the left and run a distance of 103.52 feet; thence turn an angle of 20 deg. 25 min. 22 sec. to the left and run a distance of 138.51 feet; thence turn an angle of 9 deg. 55 min. 15 sec. to the left and run a distance of 98.16 feet; thence turn an angle of 20 deg. 42 min. 50 sec. to the right and run a distance of 326.28 feet; thence turn an angle of 28 deg. 33 min. 25 sec. to the left and run a distance of 177.97 feet; thence turn an angle of 27 deg. 52 min. 36 sec. to the right and run a distance of 89.87 feet; thence turn an angle of 18 deg. 38 min. 09 sec. to the right and run a distance of 215.25 feet; thence turn an angle of 30 deg. 25 min. 05 sec. to the right and run a distance of 116.00 feet; thence turn an angle of 21 deg. 28 min. 41 sec. to the left and run a

distance of 53.18 feet; thence turn an angle of 45 deg. 31 min. 18 sec. to the left and run a distance of 91.28 feet; thence turn an angle of 30 deg. 03 min. 11 sec. to the left and run a distance of 57.27 feet; thence turn an angle of 29 deg. 34 min. 32 sec. to the left and run a distance of 222.94 feet; thence turn an angle of 6 deg. 08 min. 03 sec. to the right and run a distance of 146.63 feet; thence turn an angle of 18 deg. 43 min. 44 sec. to the left and run a distance of 76.36 feet; thence turn an angle of 16 deg. 04 min. 17 sec. to the left and run a distance of 220 feet; thence turn an angle of 15 deg. 07 min. 51 sec. to the left and run a distance of 153.88 feet; thence turn an angle of 14 deg. 52 min. 35 sec. to the right and run a distance of 147.47 feet; thence turn an angle of 22 deg. 07 min. 58 sec. to the right and run a distance of 141.14 feet; thence turn an angle of 11 deg. 31 min. 10 sec. to the right and run a distance of 139.13 feet; thence turn an angle of 22 deg. 17 min. 20 sec. to the right and run a distance of 193.69 feet; thence turn an angle of 10 deg. 59 min. 43 sec. to the left and run a distance of 65.46 feet; thence turn an angle of 36 deg. 50 min. 37 sec. to the left and run a distance of 90.51 feet to the point of beginning of herein excepted parcel; thence continue in same direction a distance of 100.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 100 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 100.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 100.00 feet back to the point of beginning of herein excepted parcel.

North 1/2	20	19 South	1 East
Northwest 1/4 of the Southwest 1/4	20	19 South	1 East
All that part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, that lies West of power line	20	19 South	1 East
Northwest 1/4 of the Northwest 1/4 of Section	21	19 South	1 East
Southeast 1/4 of the Southwest 1/4	27	19 South	1 East
Southeast 1/4 of the Southeast 1/4	27	19 South	1 East
A parcel of land in the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 1 East, described as follows: Commence at the Northwest corner of said Section 30; thence run East along the north section line 1,917.55 feet to the point of beginning; thence continue last course 198.13 feet; thence turn right 78 deg. 10 min. 34 sec. and run southeast 85 feet to the point of intersection of a fence line running East and West; thence turn right and run in a westerly direction along the meandering of said fence line a distance of 239 feet to a point; thence turn right and run in a northeasterly direction a distance of 65 feet to the point of beginning.	30	19 South	1 East

NW 1/4 of the NE 1/4	34	19 South	1 East
Less and except railroad right of way			

Northeast 1/4 of the Northwest 1/4	34	19 South	1 East
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Township 20 South, Range 1 East

East 1/2	14	20 South	1 East
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Northeast 1/4 of the Southwest 1/4	14	20 South	1 East
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Northwest 1/4 of the Northeast 1/4	23	20 South	1 East
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Township 21 South, Range 1 East

Southeast diagonal 1/2 of the Northeast 1/4 of the Southeast 1/4	7	21 South	1 East
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Southeast 1/4 of the Southeast 1/4	7	21 South	1 East
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West 10 acres of the Northeast 1/4 of the Southwest 1/4	8	21 South	1 East
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West 1/2 of the Southwest 1/4	8	21 South	1 East
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Southeast 1/4 of the Southwest 1/4	8	21 South	1 East
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East 1/2 of the Northeast 1/4	18	21 South	1 East
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West 1/2 of the Southeast 1/4	18	21 South	1 East
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Township 18 South, Range 2 East

East 1/2 of the Southwest 1/4	18	18 South	2 East
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South 1/2 of the Southwest 1/4 of the Southeast 1/4	18	18 South	2 East
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Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4	18	18 South	2 East
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Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4	18	18 South	2 East
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Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4	18	18 South	2 East
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Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4	18	18 South	2 East
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Northwest 1/4 of the Northeast 1/4	18	18 South	2 East
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South 1/2 of the Southwest 1/4 of the Northeast 1/4	18	18 South	2 East
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Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4	18	18 South	2 East
South 1/2 of the Southeast 1/4 of the Northeast 1/4	18	18 South	2 East
Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4	18	18 South	2 East
South 1/2 of the Northeast 1/4 of the Southeast 1/4	18	18 South	2 East
Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4	18	18 South	2 East
Northwest 1/4 of the Southeast 1/4	18	18 South	2 East
North 1/2 of the South 1/2 of the Southeast 1/4	18	18 South	2 East
West 1/2 of the Southwest 1/4	18	18 South	2 East
East 1/2 of the Northwest 1/4 of the Northwest 1/4	19	18 South	2 East
Northeast 1/4 of the Northwest 1/4	19	18 South	2 East
West 1/2 of the Northwest 1/4 of the Northeast 1/4	19	18 South	2 East
Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4	19	18 South	2 East
Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4	19	18 South	2 East
Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 LESS AND EXCEPT that part lying southeast of Highway No. 55, which tract is also known and designated as Block 19, according to the survey and map of Birmingham Acreage Company Addition to Sterrett, Alabama.	19	18 South	2 East
Southeast 1/4	21	18 South	2 East
South 1/2 of the Northeast 1/4	21	18 South	2 East
Southeast 1/4 of the Southwest 1/4	21	18 South	2 East
South 1/2 of the Southwest 1/4	22	18 South	2 East
Northwest 1/4	22	18 South	2 East
North 1/2 of the Northeast 1/4	22	18 South	2 East
Southwest 1/4 of the Northeast 1/4	22	18 South	2 East
Northwest diagonal 1/2 of the Southeast 1/4 of the Northeast 1/4	22	18 South	2 East
North 1/2 of the Southwest 1/4	22	18 South	2 East
Northwest 1/4 of the Southeast 1/4	22	18 South	2 East

That part of the Northwest 1/4 of the Northwest 1/4 of Section 23, described as follows: Beginning at the northeast corner of the NW 1/4 of the NW 1/4, Section 23; thence south along the forty line 15 chains (990 feet); thence South 81 deg. West 3.96 chains (261.36 feet); thence North 41 deg. West 9.39 chains (619.74 feet) to the top of the mountain; thence along the top of the mountain South 52 deg. West 5.50 chains (363 feet); thence South 50 deg. West 5.70 chains (376.2 feet); thence South 44 deg. West 1.50 chains (99 feet) to the west boundary line of said forty; thence north along said west boundary line 17.0 chains (1,122 feet) to the northwest corner of said forty; thence east along the north boundary 20.00 chains (1,320 feet) to the point of beginning.	23	18 South	2 East
A part of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, described as follows: Beginning at the NW corner of the NE 1/4 of the NW 1/4 of Section 23, thence North 89 deg. East 7.90 chains (521.4 feet) to a corner; thence South 8.20 chains (541.20 feet) to the top of the mountain; thence along the top of the mountain South 37 deg. West for 4.00 chains (264 feet); thence South 53 deg. West for 3.89 chains (256.74 feet); thence South 59 deg. West for 2.10 chains (138.6 feet) to the west line of said forty; thence North along forty line 15 chains (990 feet) to the point of beginning.	23	18 South	2 East
West 1/2 of the Northwest 1/4	27	18 South	2 East
Thirteen acres off of the West side of the Northeast 1/4 of the Northwest 1/4 of Section 27	27	18 South	2 East
Northeast 1/4 of the Northeast 1/4	28	18 South	2 East
All of the Southeast 1/4 of the Northeast 1/4 Section 28, EXCEPT a tract containing 3 acres, being 210 yards (630 feet) long East and West and 70 yards (210 feet) wide North and South and lying in the Southwest corner of said Southeast 1/4 of Northeast 1/4 of said Section 28.	28	18 South	2 East
West 1/2 of the Northeast 1/4	28	18 South	2 East
Northeast 1/4 of the Northwest 1/4	28	18 South	2 East

Forest Management Office

A parcel of land more particularly described as follows:
Commence at a 2 1/2 inch open top pipe in place accepted as the Southwest corner of Section 12, Township 20 South, Range

2 East, Shelby County, Alabama; thence proceed North 01 deg. 00 min. 11 sec. East along the West boundary of said quarter Section for a distance of 1326.12 feet to a 2 1/2 inch open top pipe in place accepted as the Northwest corner of the Southwest One-fourth of the Southwest One-fourth of Section 12, Township 20 South, Range 2 East; thence proceed South 89 deg. 47 min. 15 sec. East along the North boundary of said quarter-quarter section for a distance of 1325.10 feet to a 2 1/2 inch open top pipe in place accepted as the Northwest corner of the Southeast One-fourth of the Southwest One-fourth of said section; thence proceed South 88 deg. 52 min. 08 sec. East along the North boundary of said Southeast One-fourth of the Southwest One-fourth for a distance of 1375.25 feet to a 6 inch creosote post in place; thence proceed South 01 deg. 42 min. 05 sec. West along the accepted East boundary of the Southeast One-fourth of the Southwest One-fourth for a distance of 284.71 feet (set 1/2 inch rebar), said point being the point of beginning. From this beginning point continue South 01 deg. 42 min. 05 sec. West along a fence for a distance of 414.96 feet (set 1/2 inch rebar) to a point on the Northerly right of way of Alabama Highway 76; thence Southwesterly along the Northerly right of way of said highway for a chord bearing and distance of South 78 deg. 04 min. 28 sec. West, 481.95 feet (set 1/2 inch rebar); thence proceed North 01 deg. 31 min. 34 sec. East along a fence for a distance of 425.46 feet (set 1/2 inch rebar); thence proceed North 79 deg. 19 min. 38 sec. East along a fence for a distance of 480.86 feet to the point of beginning.

Township 24 North, Range 12 East

Northwest 1/4 of the Southwest 1/4	5	24 North	12 East
That part of the North 1/2 of Fractional Section 5, west of Southern Railroad right of way. EXCEPT that part of the following tract which lies west of said right of way, to wit: commencing at a certain sweet gum tree on the west bank of Simmons Creek, run South 86 deg. West for 13.31 chains (878.46 feet); thence North 3 1/2 deg. West for 9 chains (594 feet) to the section line; thence North 86 deg. East along the section line to aforesaid creek; thence down and along said creek to the beginning.	5	24 North	12 East
Northeast 1/4 of the Southeast 1/4	6	24 North	12 East
East 1/2 of the Northwest 1/4	6	24 North	12 East
Northeast 1/4 of the Southwest 1/4	6	24 North	12 East
Northwest 1/4 of the Southeast 1/4	6	24 North	12 East
Northeast 1/4	6	24 North	12 East
Southeast 1/4 of the Southwest 1/4	6	24 North	12 East

Southwest 1/4 of the Southeast 1/4	6	24 North	12 East
West 1/2 of the West 1/2	6	24 North	12 East
Northeast 1/4 of the Northwest 1/4	7	24 North	12 East
West 1/2 of the Northwest 1/4	7	24 North	12 East
Southeast 1/4 of the Northwest 1/4	7	24 North	12 East
That portion of the Northwest 1/4 of the Southwest 1/4 located North of Shoal Creek	7	24 North	12 East

Township 20 South, Range 1 West

East 1/2 of the Northwest 1/4	29	20 South	1 West
Southwest 1/4 of the Northwest 1/4	29	20 South	1 West
North 1/2 of the Southwest 1/4	29	20 South	1 West
Southwest 1/4 of the Southwest 1/4	29	20 South	1 West
South 1/2 of the Southwest 1/4	30	20 South	1 West
East 1/2 of the Southeast 1/4	30	20 South	1 West
Southwest 1/4 of the Southeast 1/4	30	20 South	1 West
Northwest 1/4 of the Northeast 1/4	31	20 South	1 West
North 1/2 of the Northwest 1/4	31	20 South	1 West
Southwest 1/4 of the Northwest 1/4	31	20 South	1 West

Township 20 South, Range 2 West

West 1/2 of the Southwest 1/4	2	20 South	2 West
Southeast 1/4 of the Southwest 1/4 lying North and West of Shelby County Highway No. 11. LESS AND EXCEPT the following described parcel of land: Commence at the NE corner of the SW 1/4 of the SE 1/4 of said Section 2; thence run West along the north boundary line of said 1/4-1/4 section for 1,267.32 feet to the northwest right of way line of Shelby County Highway No. 11 and the point of beginning of excepted parcel; thence continue along last said	2	20 South	2 West

course for 1,046.77 feet; thence turn an angle of 90 deg. 00 min. to the left and run 419.37 feet to the northwest right of way line of Shelby County Highway No. 11; thence turn an angle of 111 deg. 49 min. 57 sec. to the left and run along said highway right of way for 1,127.65 feet back to the point of beginning of the herein excepted parcel.

Southeast 1/4 of the Southeast 1/4 lying North of Highway No. 11	3	20 South	2 West
Northeast 1/4 of the Northeast 1/4	10	20 South	2 West
West 1/2 of the Northeast 1/4	10	20 South	2 West
Northwest 1/4 of the Southwest 1/4 lying North and West of Highway No. 11. LESS AND EXCEPT, 1-2/3 acres in the NE corner of the NW 1/4 of SW 1/4 described as follows: Begin at the NE corner of said 1/4-1/4 section; thence West 350 feet; thence South 368 feet to the road; thence Northeast along the road 514 feet; thence due North 33 feet back to the northeast corner of said 1/4-1/4.	10	20 South	2 West
Northeast 1/4 of the Northeast 1/4 lying North and West of Highway No. 11	16	20 South	2 West
Southeast 1/4 of the Northeast 1/4	23	20 South	2 West
Southwest 1/4 of the Northeast 1/4	24	20 South	2 West
Northeast 1/4 of the Southwest 1/4	24	20 South	2 West
South 1/2 of the Southwest 1/4	24	20 South	2 West
West 1/2 of the Southeast 1/4	24	20 South	2 West
Northwest 1/4 of the Northwest 1/4	25	20 South	2 West
South 1/2 of the Northwest 1/4	25	20 South	2 West
Southwest 1/4	25	20 South	2 West
West 1/2 of the Southeast 1/4	25	20 South	2 West
Southeast 1/4 of the Southeast 1/4	25	20 South	2 West
A part of the Northeast 1/4 of the Northwest 1/4, described as being a 6 acre square block in the Northwest corner of said 1/4-1/4	25	20 South	2 West

A part of the Southwest 1/4 of the Northeast 1/4 described as: Commencing at the southeast corner of said 1/4-1/4 and run North 150 yards (450 feet) to a road; thence westerly along the road to C. L. Mooney's land; thence South to the southwest corner of said 1/4-1/4 section; thence East to the southeast corner of said 1/4-1/4 section back to the point of beginning.

25 20 South 2 West

All that part of the Northeast 1/4 and all that part of the Northwest 1/4 of the Southeast 1/4 which lies South of the following described line, to wit: Commencing where the clear prong of Yellow Leaf Creek is intersected by the North and South median line of said section and run in a straight line to the point where said creek is intersected by the East boundary of said section.

26 20 South 2 West

West 1/2, EXCEPT the South 1/2 of the South 1/2 of the Southwest 1/4

26 20 South 2 West

Southwest 1/4 of the Southeast 1/4, EXCEPT the South 1/2 of the Southwest 1/4 of the Southeast 1/4

26 20 South 2 West

LESS AND EXCEPT the following described parcel from the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4: Commence at the Southwest corner of said Section 26 and proceed North 02 deg. 32 min. 48 sec. West along the west boundary line of said section for 688.38 feet; thence run North 88 deg. 38 min. 46 sec. East for a distance of 2,268.45 feet to the point of beginning of excepted parcel; thence continue North 88 deg. 38 min. 46 sec. East for 940.0 feet; thence run North 55 deg. 14 min. 57 sec. West for 91.32 feet; thence North 33 deg. 12 min. 32 sec. West for a distance of 180.70 feet; thence run South 88 deg. 38 min. 46 sec. West for a distance of 770.85 feet; thence run South 01 deg. 21 min. 14 sec. East for a distance of 207.30 feet back to the point of beginning of excepted parcel.

Ten acres evenly off the West side of the Southeast 1/4 of the Southeast 1/4, EXCEPT the South 1/2 of the Southeast 1/4 of the Southeast 1/4.

26 20 South 2 West

Northeast 1/4

36 20 South 2 West

Southwest 1/4 of the Southeast 1/4

36 20 South 2 West

Township 21 South, Range 2 West

Southeast 1/4 of the Northeast 1/4

21 21 South 2 West

Northeast 1/4 of the Southeast 1/4	21	21 South	2 West
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Township 21 South, Range 3 West

North 1/2	31	21 South	3 West
Northwest 1/4 of the Southeast 1/4	31	21 South	3 West
Southwest 1/4	31	21 South	3 West
Northeast 1/4 of the Northwest 1/4	32	21 South	3 West
Northwest 1/4 of the Northwest 1/4	32	21 South	3 West

LESS AND EXCEPT THE FOLLOWING DESCRIBED
FOUR (4) PARCELS FROM TOWNSHIP 21 SOUTH,
RANGE 3 WEST:

i.) A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19 and the North 1/2 of the Northeast 1/4 of Section 30, all in Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the northeast corner of Section 30, Township 21 South, Range 3 West and run west along the north boundary line of Section 30 for a distance of 939.3 feet to a point on the west boundary line of a county gravel road, said point being the point of beginning; thence turn an angle to the left of 105 deg. 41 min. and run South 16 deg. 45 min. East along the west line of said gravel road for a distance of 136.78 feet to an iron pin; thence turn an angle of 90 deg. 00 min. right and run in a southwesterly direction for a distance of 450 feet to a point; thence turn an angle to the right of 90 deg. 00 min. and run in a northwesterly direction for a distance of 300.6 feet to a point; thence turn an angle to the right of 66 deg. 48 min. and run in a northeasterly direction for a distance of 380.8 feet to a point; thence turn an angle to the right of 23 deg. 33 min. and run for a distance of 100.0 feet to an iron pin on the west boundary line of said county gravel road; thence turn an angle to the right of 89 deg. 39 min. and run South 16 deg. 45 min. East along the west boundary line of said county gravel road for a distance of 313.22 feet to the point of beginning.

ii.) Start at a point 140 feet north along the east boundary from the southeast corner of the Southwest 1/4 of the Southwest 1/4, Section 29, Township 21 South, Range 3 West, known as the point of beginning; thence from the said point of beginning continue along the following metes and bounds: North 82 deg. 00 min. West for 980 feet; North 49 deg. 05 min. West for 1,720 feet; North 27 deg. 25 min. West for 2,215 feet;

North 4 deg. 15 min. West for 405 feet;
 North 33 deg. 10 min. West for 430 feet;
 North 4 deg. 35 min. East for 405 feet;
 North 66 deg. 20 min. West for 180 feet;
 North 1 deg. 10 min. East for 498 feet;
 North 25 deg. 15 min. East for 775 feet;
 North 51 deg. 35 min. East for 542 feet;
 North 78 deg. 05 min. East for 364 feet;
 North 25 deg. 55 min. East for 483 feet;
 North 48 deg. 15 min. East for 703 feet;
 South 2 deg. 45 min. East for 435 feet;
 South 48 deg. 15 min. West for 360 feet;
 South 25 deg. 55 min. West for 585 feet;
 South 78 deg. 05 min. West for 460 feet;
 South 51 deg. 35 min. West for 375 feet;
 South 25 deg. 15 min. West for 620 feet;
 South 1 deg. 10 min. West for 200 feet;
 South 66 deg. 20 min. East for 195 feet;
 South 4 deg. 35 min. West for 530 feet;
 South 33 deg. 10 min. East for 403 feet;
 South 4 deg. 15 min. East for 445 feet;
 South 27 deg. 25 min. East for 2,075 feet;
 South 49 deg. 05 min. East for 1,540 feet;
 South 82 deg. 00 min. East for 820 feet;
 South 3 deg. 35 min. East for 345 feet

back to the point of beginning.

iii.) Start at the southwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 3 West and proceed on a bearing of North 5 deg. 49 min. East for a distance of 1318.30 feet to the point of beginning; thence westerly 660 feet; thence northerly 660 feet; thence easterly 660 feet; thence southerly 660 feet to the point of beginning, situated in Shelby County, Alabama.

iv.) To reach the point of beginning of the real estate herein less and excepted, start at the southwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 3 West; thence proceed North 7 deg. 13 min. 42 sec. West a distance of 587.50 feet to the point of beginning; from such point of beginning, proceed North 70 deg. 43 min. West a distance of 236 feet; thence proceed South 19 deg. 17 min. West a distance of 236 feet; thence proceed South 70 deg. 43 min. East for a distance of 236 feet; thence proceed North 19 deg. 17 min. East for a distance of 236 feet to the point of ending of excepted parcel.

ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land located in the N 1/2 of Section 31 and the N 1/2 of the NW 1/4 of Section 32, all being in Township 21 South, Range 3 West, Shelby County, Alabama,

said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Northwest corner of Section 36, Township 21 South, Range 4 West; thence run South along the West boundary line of said Section 36 a distance of 1,138.0 feet to a point, such point being the point of beginning of the second strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and turns a deflection angle to the left of 86 deg. 04 min. 00 sec. and runs South 84 deg. 39 min. 15 sec. East a distance of 1,326.22 feet to a point; thence center line turns a deflection angle to the left of 04 deg. 00 min. and run South 88 deg. 39 min. 15 sec. East a distance of 1,545.46 feet to a point; thence center line turns a deflection angle to the right of 06 deg. 40 min. 00 sec. and run South 81 deg. 59 min. 15 sec. East a distance of 1,869.58 feet to a point; thence center line turns a deflection angle to the left of 10 deg. 51 min. 00 sec. and runs North 87 deg. 09 min. 45 sec. East a distance of 7,161 feet, more or less, to a point, such being the point of ending of the strip of land herein described.

Township 22 South, Range 3 West

Southwest 1/4 of the Northeast 1/4	6	22 South	3 West
West 1/2 of the Northwest 1/4	6	22 South	3 West
West 1/2 of the East 1/2 of the Southeast 1/4	6	22 South	3 West
West 1/2 of the Southeast 1/4	6	22 South	3 West
Southwest 1/4	6	22 South	3 West
All of the West 1/2, lying West of Southern Railway right of way	30	22 South	3 West
All of the East 1/2, lying west of Southern Railway right of way	30	22 South	3 West

Township 21 South, Range 4 West

Southeast 1/4	3	21 South	4 West
East 1/2 of the Southwest 1/4	3	21 South	4 West
Southwest 1/4 of the Southwest 1/4	3	21 South	4 West
Northwest 1/4 of the Southwest 1/4	3	21 South	4 West
Southwest 1/4 of the Southwest 1/4	6	21 South	4 West
North 1/2 of the Northwest 1/4	7	21 South	4 West

Northwest 1/4 of the Southwest 1/4	15	21 South	4 West
South 1/2 of the Southwest 1/4	15	21 South	4 West
All of Section	16	21 South	4 West
Northwest 1/4 of the Southeast 1/4	17	21 South	4 West
South 1/2 of the Southeast 1/4	17	21 South	4 West
West 1/2 of the Southwest 1/4	17	21 South	4 West
West 1/2 of the Northeast 1/4	19	21 South	4 West
Northeast 1/4 of the Northwest 1/4	19	21 South	4 West
East 1/2 of the Northwest 1/4 of the Northwest 1/4	19	21 South	4 West
Northwest 1/4 of the Southeast 1/4	19	21 South	4 West
North 1/2 of the Southwest 1/4	19	21 South	4 West
Southwest 1/4 of the Southwest 1/4	19	21 South	4 West
Southeast 1/4 of the Southwest 1/4	19	21 South	4 West
Southeast 1/4 of the Southwest 1/4	30	21 South	4 West
A part of the Southeast 1/4 of the Northeast 1/4 described as follows: Beginning at a point on the south line of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 21 South, Range 4 West, 208.7 feet east of the southwest corner of said SE 1/4 of NE 1/4 go east along said south line for 374.6 feet; thence left 89 deg. 49 min. for 296.93 feet; thence right 89 deg. 49 min. for 377.15 feet; thence right 90 deg. 11 min. for 296.93 feet to said south line of SE 1/4 of NE 1/4; thence east along said south line to southeast corner of said SE 1/4 of NE 1/4; thence north to northeast corner of said SE 1/4 of NE 1/4; thence west to northwest corner of said SE 1/4 of NE 1/4; thence south along west line of said SE 1/4 of NE 1/4 to a point 208.7 feet north of southwest corner of said SE 1/4 of NE 1/4; thence left 90 deg. 11 min. for 208.7 feet; thence right 90 deg. 11 min. for 208.7 feet to the point of beginning.	30	21 South	4 West
North 1/2 of the Northeast 1/4, LESS AND EXCEPT the West 5 acres of the NW 1/4 of the NE 1/4 of said Section The parcel being included herein is more particularly	30	21 South	4 West

described as follows: Begin at the northeast corner of said North 1/2 of Northeast 1/4; thence in a southerly direction along the east boundary of said North 1/2 of Northeast 1/4 to the southeast corner of said North 1/2 of Northeast 1/4; thence in a westerly direction along the south boundary of said North 1/2 of Northeast 1/4 for 2,439.60 feet, more or less, to a point 221.78 feet east of the southwest corner of said North 1/2 of Northeast 1/4; thence in a northerly direction along a straight line to intersection with the north boundary of said North 1/2 of Northeast 1/4; thence in an easterly direction along said north boundary 2,431.00 feet, more or less, back to the point of beginning of herein included parcel.

Southwest 1/4 of the Northeast 1/4
EXCEPT 1/2 acre in Boothe Family Cemetery

30 21 South 4 West

A part of the Northeast 1/4 of the Southeast 1/4 described as follows: Beginning at a point on the west line of the NE 1/4 of SE 1/4, Section 30, 104.64 feet south of the northwest corner of said NE 1/4 of SE 1/4, said point being on the south edge of the Tuscaloosa public road; thence south along said west line for 285.00 feet; thence left 64 deg. 30 min. for 372.9 feet; thence left 115 deg. 30 min. for 276.03 feet to the south side of said public road; thence left 57 deg. 30 min. for 73.62 feet along said road; thence left 7 deg. 00 min. for 299.83 feet to the point of beginning.

30 21 South 4 West

A part of the Northeast 1/4 of the Southeast 1/4 described as follows: Beginning at the NE corner of the NE 1/4 of the SE 1/4, Section 30, running south 539 feet on 1/4 section line on east side of said NE 1/4 of SE 1/4 of said Section 30, to an iron stake; thence west 330 feet to an iron stake; thence north 539 feet to 1/4 section line on north side of NE 1/4 of SE 1/4 of said Section 30; thence east 330 feet to point of beginning.

30 21 South 4 West

Ten (10) acres in the northeast corner of the Northwest 1/4 of the Southeast 1/4

30 21 South 4 West

Southeast 1/4 of the Northwest 1/4

31 21 South 4 West

Northeast 1/4 of the Southwest 1/4

31 21 South 4 West

Southeast diagonal 1/2 of the South 1/2 of the Northeast 1/4

35 21 South 4 West

Southeast 1/4

35 21 South 4 West

Southeast diagonal 1/2 of the Southwest 1/4	35	21 South	4 West
Northeast 1/4	36	21 South	4 West
Northwest 1/4 of the Northwest 1/4	36	21 South	4 West
South 1/2 of the Northwest 1/4	36	21 South	4 West
South 1/2 , EXCEPT 4 acres in the Northeast corner of the Southeast 1/4 of the Southeast 1/4	36	21 South	4 West

ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land one hundred (100) feet in width which lies within the N 1/2 of Section 19 and the N 1/2 of Section 36, all being in Township 21 South, Range 4 West, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Southwest corner of Section 18, Township 21 South, Range 4 West; thence run North along the west boundary line of said Section 18 a distance of 214.6 feet to a point; thence turn a deflection angle to the right of 102 deg. 28 min. and run South 67 deg. 39 min. 00 sec. East a distance of 713 feet, more or less, to a point, such point being the point of beginning of the strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and continues South 67 deg. 39 min. 00 sec. East a distance of 733.0 feet to a point; thence center line turns a deflection angle to the left of 01 deg. 30 min. and runs South 69 deg. 09 min. 00 sec. East a distance of 2,891 feet, more or less, to a point, such point being the center line of the Cahaba River; such point also being the point of ending of the strip of land herein described.

Township 22 South, Range 4 West

Northeast 1/4 of the Southwest 1/4	1	22 South	4 West
Thirty-two acres in the Southeast 1/4 of the Northwest 1/4 lying east of Brady Kitchens Road and south of the Boothton-Dogwood Road	1	22 South	4 West
Northeast 1/4	1	22 South	4 West
North 1/2 of the Northwest 1/4	1	22 South	4 West

LESS AND EXCEPT the following two parcels of land:

i.) Begin at the southwest corner of the NE 1/4 of the NW 1/4 of Section 1, thence east for a distance of 7.00 chains (462 feet) to the point of beginning;

thence North 15 deg. East for 5.50 chains (363 feet);
 thence North 8 deg. East for 6.80 chains (448.8 feet);
 thence North 89 deg. East 1.84 chains (121.44 feet);
 thence North 65 deg. East for 4.00 chains (264 feet);
 thence South 13 deg. East for 1.70 chains (112.2 feet);
 thence South 20 deg. East for 3.75 chains (247.5 feet);
 thence South 31 deg. West for 4.60 chains (303.6 feet);
 thence South 30 deg. East for 4.00 chains (264 feet) to
 the south line of the NE 1/4 of the NW 1/4; thence West
 along said forty line 10.14 chains (669.24) to the point
 of beginning of excepted parcel.

ii.) Begin at the point of beginning of the above described
 parcel i; thence East for 10.14 chains (669.24 feet); thence
 South 82 deg. West for 10.50 chains (693 feet); thence
 North 4 deg. East 2.24 chains (147.84 feet) to the point
 of beginning of excepted parcel, situated in the SE 1/4
 of the NW 1/4 of said Section 1, Township 22 South, Range
 4 West

Southeast 1/4	1	22 South	4 West
South 1/2 of the Southwest 1/4, lying East of Highway No. 10	1	22 South	4 West
Northeast 1/4 of the Northeast 1/4	2	22 South	4 West
Northwest 1/4 of the Southeast 1/4 LESS AND EXCEPT the following described parcel of land: Beginning at the northeast corner of the NW 1/4 of the SE 1/4 of Section 2, Township 22 South, Range 4 West; thence due South along the east boundary of said 1/4-1/4 a distance of 100.00 feet; thence South 89 deg. 35 min. West a distance of 100.00 feet; thence due North a distance of 100.00 feet to the north boundary of said 1/4-1/4; thence North 89 deg. 35 min. East a distance of 100.00 feet to the point of beginning.	2	22 South	4 West
South 1/2 of the Southeast 1/4	2	22 South	4 West
Northeast 1/4 of the Southwest 1/4	2	22 South	4 West
South 1/2 of the Southwest 1/4 LESS AND EXCEPT the following described parcel of land: Commence at the northwest corner of the SW 1/4 of the SW 1/4 of Section 1, being the point of beginning; thence east a distance of 52 feet; thence South 14 West a distance of 248 feet; thence west a distance of 175 feet; thence North 14 East a distance of 248 feet; thence East a distance of 123 feet to the point of beginning.	2	22 South	4 West

Southeast 1/4 of the Southeast 1/4

3

22 South

4 West

LESS AND EXCEPT the following two parcels of land described as follows:

- a) Begin at the northwest corner of the SE 1/4 of the SE 1/4 of said section for the point of beginning of excepted parcel and run due South 350 feet; thence North 51 1/2 deg. East for 608 feet; thence due West 497 feet back to the point of beginning of the excepted parcel;
- b) Begin at the northeast corner of the SE 1/4 of the SE 1/4 of said section for the point of beginning of excepted parcel and run due South 160 feet; thence North 71 deg. 48 min. West for 512 feet; thence due East 486 feet back to the point of beginning of the excepted parcel.

East 1/2 of the Northeast 1/4

10

22 South

4 West

Northeast 1/4 of the Southwest 1/4

10

22 South

4 West

Northwest 1/4 of the Northwest 1/4

10

22 South

4 West

Southwest 1/4 of the Southwest 1/4

10

22 South

4 West

Southeast 1/4

10

22 South

4 West

West 1/2 of the Southwest 1/4

11

22 South

4 West

South 1/2 of the Southwest 1/4 of the Southeast 1/4

11

22 South

4 West

Southwest 1/4 of the Northwest 1/4

11

22 South

4 West

Southeast 1/4 of the Southeast 1/4

11

22 South

4 West

Northwest 1/4 of the Northeast 1/4

11

22 South

4 West

South 1/2 of the Northeast 1/4

11

22 South

4 West

North 1/2 of the Northwest 1/4

11

22 South

4 West

Southeast 1/4 of the Northwest 1/4

11

22 South

4 West

North 1/2 of the Southeast 1/4

11

22 South

4 West

North 1/2 of the Southwest 1/4 of the Southeast 1/4

11

22 South

4 West

East 1/2 of the Southwest 1/4

11

22 South

4 West

West 1/2 of the Southwest 1/4

14

22 South

4 West

East 1/2 of the Southwest 1/4

14

22 South

4 West

Southeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northwest 1/4	14	22 South	4 West
East 1/2 of the Northeast 1/4	15	22 South	4 West
South 1/2 of the South 1/2	15	22 South	4 West
West 1/2 of the Northwest 1/4	15	22 South	4 West
Southeast 1/4 of the Northwest 1/4	15	22 South	4 West
West 1/2 of the Northeast 1/4	15	22 South	4 West
North 1/2 of the South 1/2	15	22 South	4 West
East 1/2	22	22 South	4 West
North 1/2 of the Northwest 1/4	22	22 South	4 West
Southeast 1/4 of the Northwest 1/4	22	22 South	4 West
East 1/2 of the Southwest 1/4	22	22 South	4 West
West 1/2 of the Northeast 1/4	23	22 South	4 West
Northwest 1/4	23	22 South	4 West
West 1/2 of the Southeast 1/4	23	22 South	4 West
Southwest 1/4	23	22 South	4 West
East 1/2 of the East 1/2	23	22 South	4 West
All of Fractional Section	25	22 South	4 West

Township 21 South, Range 5 West

Southeast 1/4 of the Southeast 1/4	1	21 South	5 West
Northeast 1/4 of the Northeast 1/4 less and except the south 5 acres along the south side thereof	2	21 South	5 West
Northeast 1/4 of the Northeast 1/4	12	21 South	5 West

West 1/2 of the Northwest 1/4 of the Northeast 1/4	12	21 South	5 West
Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4	12	21 South	5 West
West 1/2 of the Northwest 1/4	13	21 South	5 West
East 1/2 of the Northeast 1/4	14	21 South	5 West
Northeast 1/4 of the Northeast 1/4	25	21 South	5 West
East 1/2 of the Northeast 1/4	36	21 South	5 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 # 2000-04451

02/14/2000-04451
08:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
029 1915 14820.00