

\$120,120 <sup>00</sup>/<sub>xx</sub>

Send Tax Notices To:  
✓ Buchanan Timber  
Company, Inc.  
P.O. Box 990  
Selma, AL 36702-0990

STATE OF ALABAMA           )  
  )  
COUNTY OF SHELBY        )

Inst # 2001-06375  
02/23/2001-06375  
03:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CJ1 143.50

**STATUTORY WARRANTY DEED**

**KNOWN ALL MEN BY THESE PRESENTS**, that this deed is made by and between **ALLIANCE FOREST PRODUCTS U.S. CORP.**, an Alabama corporation ("Grantor") whose address is 17589 Plant Road, Coosa Pines, Alabama 35044, and **BUCHANAN TIMBER COMPANY, INC.** ("Grantee").

**W I T N E S S E T H:**

That for Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to the Grantee the following described real-estate situated in Shelby County, Alabama, to-wit (the "Premises"):

**SEE EXHIBIT A**

**SUBJECT TO:**

1. All easements, including without limitation, any road or utility easements, public or private, whether or not of record.
2. All covenants, conditions, encroachments, reservations, restrictions, and similar matters having effect on such Premises, whether of record or discoverable by an inspection or survey of such Premises.

3. Mineral rights held by others.
4. Municipal assessments and fire dues, if any.
5. Ad valorem taxes for the current year not yet due and payable, including without limitation ad valorem taxes assessable because of any change in the use of such Premises by Grantee, its successors and assigns.
6. Current zoning classification.

Grantor does expressly reserve all rights, 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, and the right of ingress and egress for the purpose of removing the same.

**Grantee**, for itself and its successors and assigns, by its acceptance of this deed, hereby releases and will hold and save Grantor harmless from and against and will indemnify and at Grantor's option, defend, Grantor for any and all costs, expenses, damages, claims, and liabilities arising from, resulting from, or in any way connected with any and all past mining operations or mining activities on or under the Premises including without limitation the existence (now or hereafter) of mine shafts, mine entries, other mine structures, surface subsidence and the existence or non-existence of roof supports or subjacent or lateral supports. No right of action for damages on account of death or injuries to persons or damages to said Premises or to any buildings, improvements, structures, roadways, pipelines or other sources of water supply now or hereafter located upon said Premises, or to any owners or occupants or other persons in or upon said Premises resulting from past mining operations or other activities of said Grantor, or its predecessors in title, or resulting from the removal of minerals or roof supports by said Grantor, or its predecessors in title, shall ever accrue to or be asserted by Grantee, its successors or assigns, this conveyance being made expressly subject to all such injuries and damages, either past or future, and the releases and hold harmless and indemnity provisions set forth in this paragraph shall constitute covenants running with said Premises as against Grantee and all persons, firms, corporations or entities holding under or through Grantee.

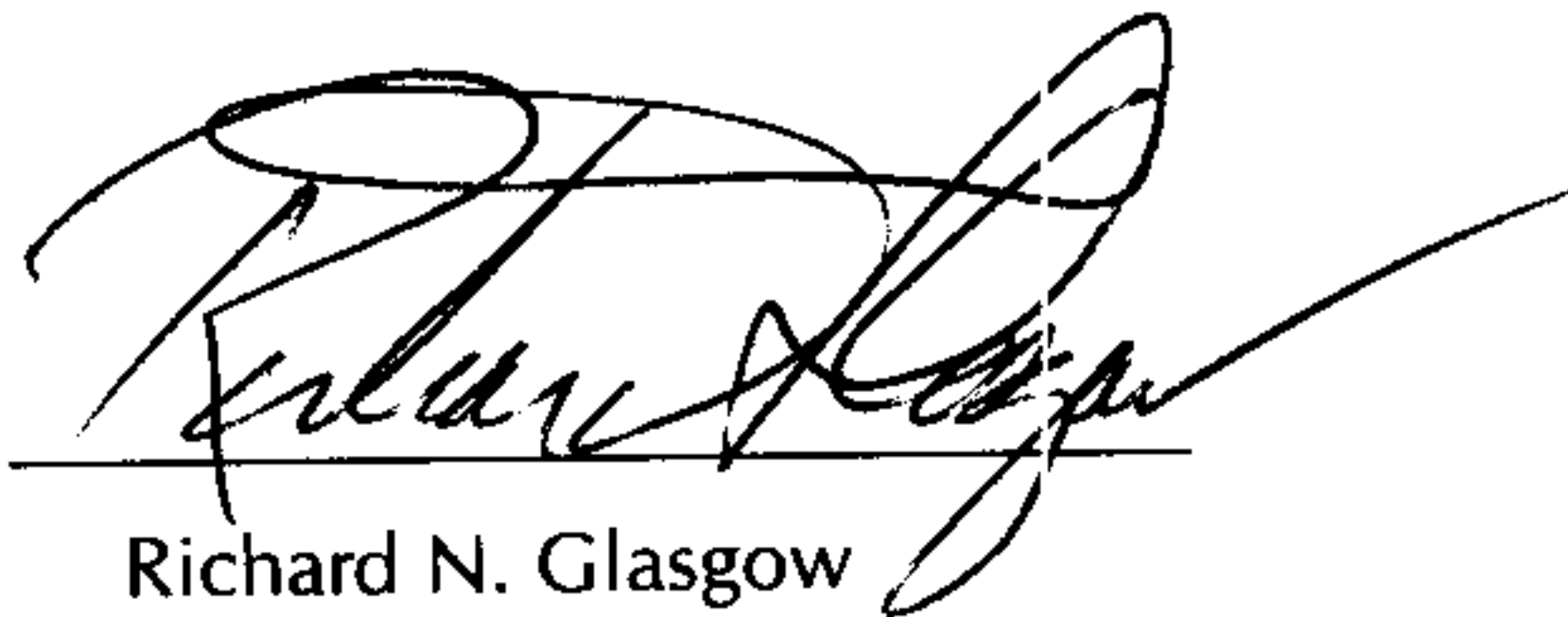
**TO HAVE AND TO HOLD**, to the Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed by Richard N.

Glasgow, General Manager, Wood Business Unit, who is duly authorized thereto, on this  
the 21<sup>st</sup> day of February, 2001.

ALLIANCE FOREST PRODUCTS U.S. CORP.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Richard N. Glasgow", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Richard N. Glasgow

General Manager, Wood Business Unit

STATE OF ALABAMA       )  
  )  
COUNTY OF TALLADEGA )

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Richard N. Glasgow, whose name is signed as General Manager, Wood Business Unit, of Alliance Forest Products U.S. Corp., an Alabama corporation, to the foregoing 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 seal this the 21<sup>st</sup> day of February, 2001.

A handwritten signature in cursive script, reading "Kim H. Warren", is written over a horizontal line.

**Kim H. Warren, Notary Public**

My Commission Expires: September 22, 2002

Prepared by: Alliance Forest Products U.S. Corp.  
17589 Plant Road  
Coosa Pines, Alabama 35044

**EXHIBIT A**

**Compartment 1105 - Shelby County**

Section 13, Township 18 South, Range 1 East

SW1/4 of SE1/4

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