

ACKNOWLEDGEMENT AND AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

ACKNOWLEDGEMENT AND AGREEMENT made this the 19 day of August, 2002, by and between **Dan Matheson, III, a married man**, hereinafter called "Matheson", and **Peter C. Winford and wife, Jo P. Winford**, hereinafter collectively called "Winford", and **J & P Leasing, L.L.C., an Alabama Limited Liability Company**, hereinafter called "Company".

W I T N E S S E T H :

WHEREAS, Matheson did convey to Winford on the 1st day of November, 1999, the following described real property, viz:

From the S.E. Corner of Section 8, Township 20 South, Range 2 East, being the point of beginning of herein described parcel of land; run thence (TRUE) north 01 degrees 02 minutes 30 seconds east a distance of 1321.25 feet to the accepted NE corner of the SE 1/4 - SE 1/4 of said Section 8; thence north 88 degrees 57 minutes 18 seconds west a distance of 1320.83 feet to the accepted NW corner of said SE 1/4 - SE 1/4; thence south 01 degrees 01 minutes 05 seconds west a distance of 1322.01 feet to the accepted SW corner of said SE 1/4- SE 1/4; thence south 88 degrees 59 minutes 17 seconds east a distance of 1320.29 feet to the point of beginning of herein described parcel of land; subject to rights of way and easements of record.

and,

WHEREAS, the deed evidencing the above described conveyance contained the following right of first refusal, to-wit:

"3. In the event Grantee wishes to accept a bona fide offer to sell all or any portion of the property within fifteen (15) years from the date of this conveyance, grantor is entitled to match the terms of the offer and to purchase such property from grantee, provided that grantor closes such purchase within thirty (30) days of grantor's receipt of written verification of the terms and bona fide nature of such offer."

and,

WHEREAS, Winford desires to convey the above described property to Company, said Company having Winford as its only members; and,

WHEREAS, Company desires to borrow money from First South Farm Credit, ACA, and pledge or mortgage the above described real property as collateral to secure the repayment of the notes evidencing such loan; and,

WHEREAS, Matheson agrees and acknowledges that the conveyance by Winford of the above described real property to Company and the mortgaging of said real property by Company to First South Farm Credit, ACA, is not prohibited nor restricted in any way by Matheson's right of first refusal.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

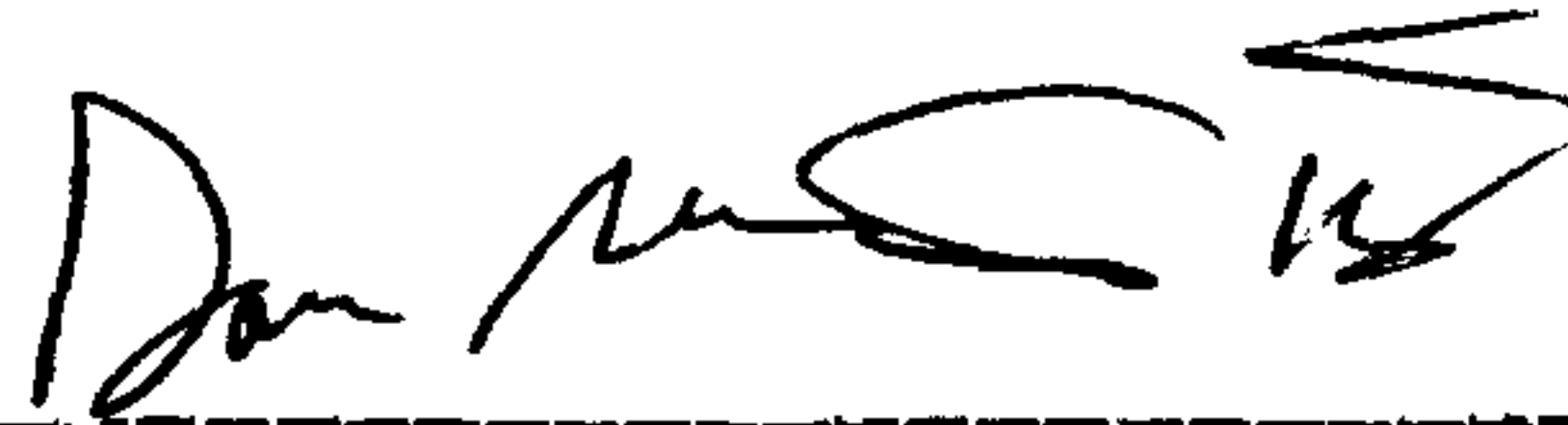
1. Matheson agrees and acknowledges that the conveyance by Winford to Company of the above described real property and the mortgaging of said real property by Company to First South Farm Credit, ACA, is not prohibited or restricted by Matheson's right of first refusal. Matheson further acknowledges and agrees that to the extent that said conveyance could be interpreted so as to be prohibited or restricted by his right of first refusal, Matheson waives any claim to exercise such right of refusal in connection with said conveyance to Company or the mortgaging of said real property to First South Farm Credit, ACA. Provided, however, it is expressly understood that the conveyance to Company will be subject to Matheson's right of first refusal which shall continue to encumber said real property and not in any way be affected thereby, and that any future conveyances by Company, excluding mortgages, shall be subject to said right.

2. Company and Winford acknowledge and agree that by permitting said conveyance to Company, Matheson is not waiving any right to exercise such right of first refusal in the event of any future conveyance or transfer of said real property by

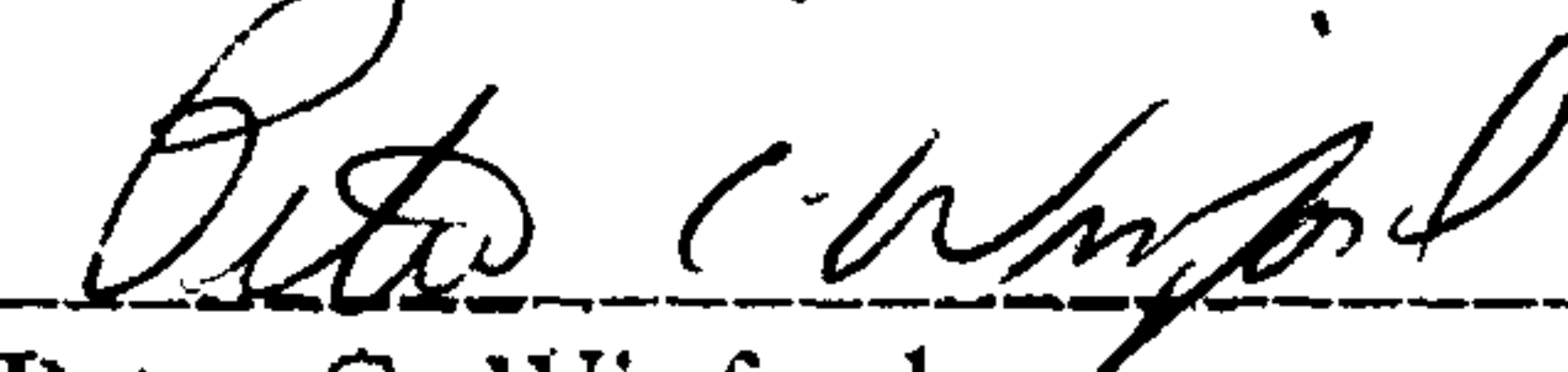
Company. Provided, however, the parties acknowledge and agree that said right of first refusal is not intended to apply or restrict in any way the mortgaging of said real property to secure repayment of any loan incurred by Company.

3. The parties agree that except as provided herein, the right of first refusal shall continue to encumber said real property as provided in the original conveyance dated November 1, 1999.

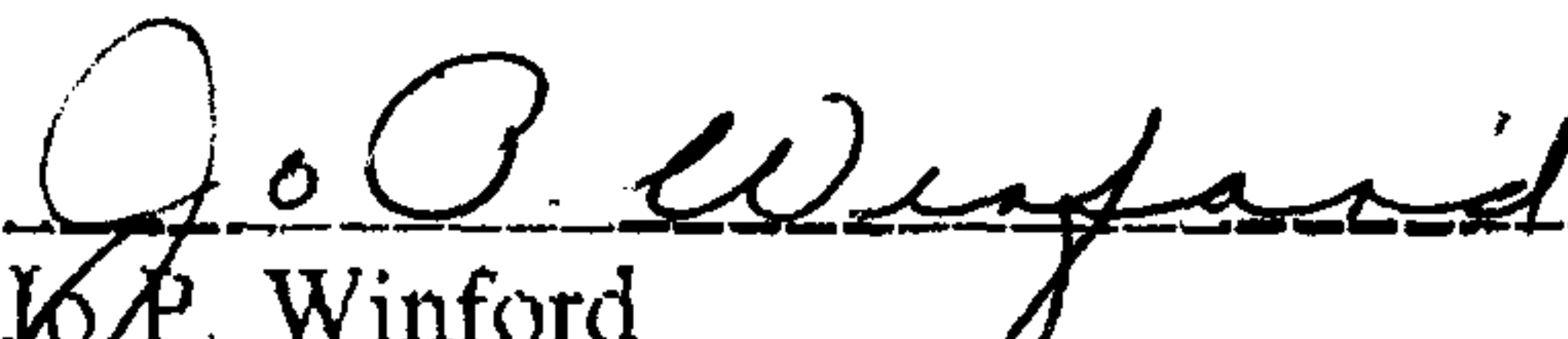
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 15th day of August, 2002.



Dan Matheson, III




Peter C. Winford




Jo P. Winford

J & P Leasing, LLC, an Alabama
Limited Liability Company

BY: 

Peter C. Winford - Its Member

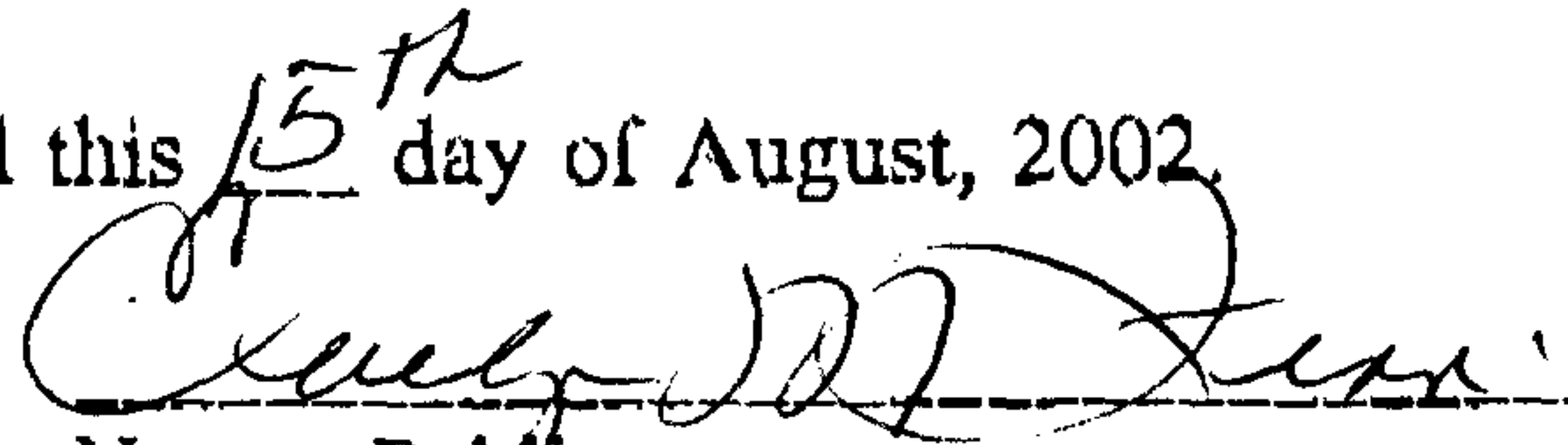
BY: 

Jo P. Winford - Its Member

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dan Matheson, III, a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of August, 2002.

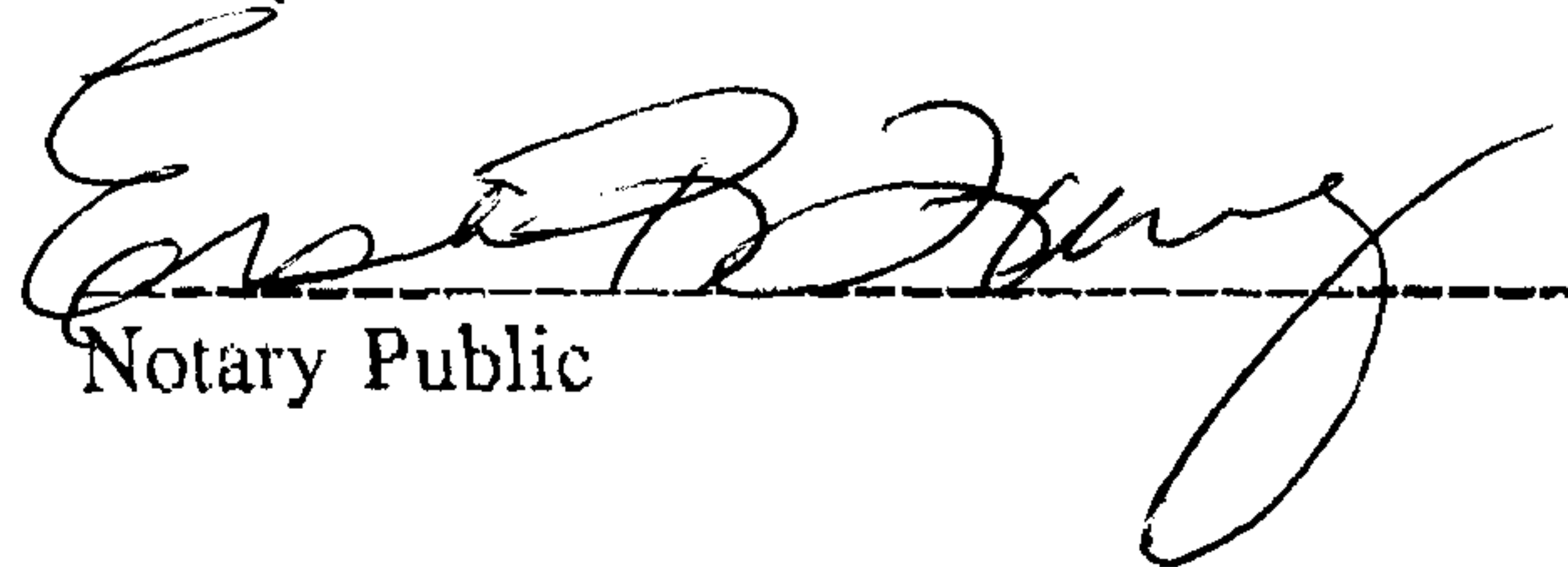


Notary Public

STATE OF ALABAMA
ST. CLAIR COUNTY

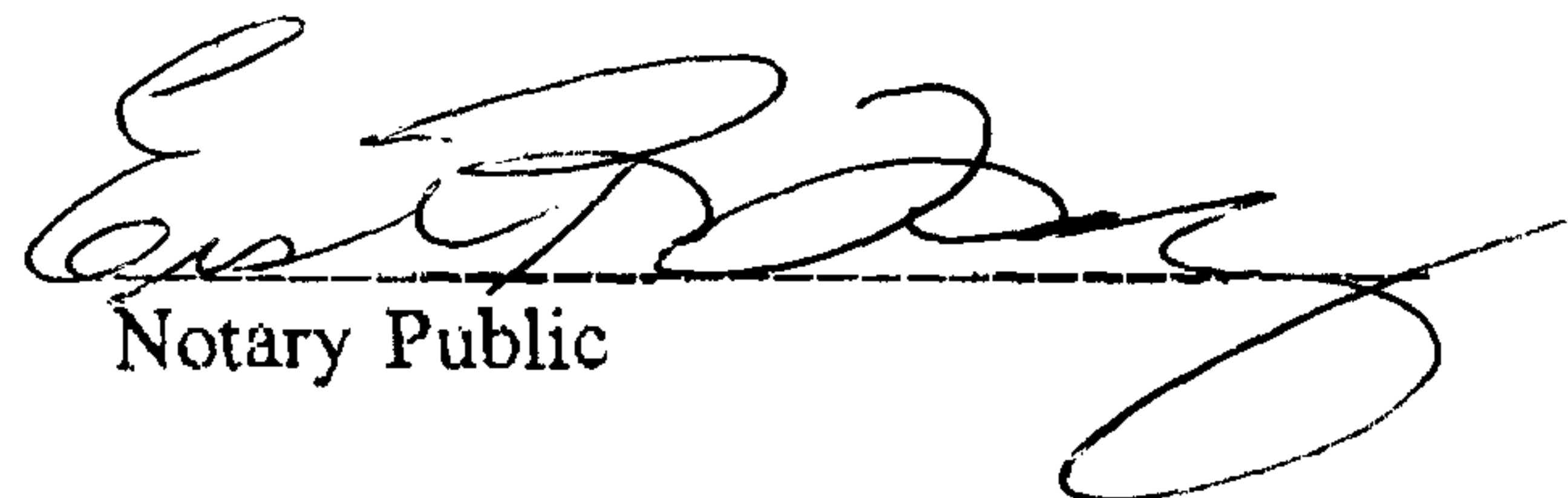
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Peter C. Winford and wife, Jo P. Winford, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of August, 2002.


Notary PublicSTATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Peter C. Winford and Jo P. Winford, whose names as members, of J & P Leasing, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal, this the 19 day of August, 2002.


Notary Public

PREPARED BY:

TRUSSELL & FUNDERBURG, P.C.
1916 First Avenue, North
Pell City, Alabama 35125