

Only
FAX
295 9574

SPECIAL WARRANTY DEED 1998

THE STATE OF TEXAS :
COUNTY OF HOUSTON :

KNOW ALL MEN BY THESE PRESENTS:

THAT TEXAS COMMERCE BANK, NATIONAL ASSOCIATION, in its capacity as TRUSTEE for the ANITA BYRDE BIGGER TRUST, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto LOUISIANA-PACIFIC CORPORATION, a corporation organized under the laws of Delaware and having an office in Montgomery County, Texas, hereinafter called Grantee (the terms "Grantor" and "Grantee" used herein shall always include their successors, assigns and lessees, if any), the following described real property in Houston County, Texas, to-wit:

An undivided 11.4% interest in and to all that certain land in Houston County, Texas described in Exhibit "A" attached hereto and made a part hereof.

SAVE AND EXCEPT, however, and there is EXPRESSLY RESERVED TO GRANTOR, an undivided 11.4% interest, forever, in all oil, gas, coal and lignite (including, without limitation, coal and lignite located at or near the surface and including sulphur or any other minerals inherent to or contained in any oil, gas, coal or lignite) in, on, under or that may be produced from the land hereinabove described and every part thereof, together with the full right of ingress and egress over, upon and across said property for the purpose of exploring for (including, but not by way of limitation, geosynthetic exploration and core drilling for any such minerals) the above specified minerals and for drilling wells, mining or producing the same and for storing and removing the same when so mined or produced. This right of ingress and egress shall include the right to make use of so much of the surface estate of the land described as may be necessary, incident or convenient to any such mineral exploration, development, storage, production or removal, including drilling of water or disposal wells and the erection of pipelines, storage tanks, slush pits, roads and other surface structures necessary, incident or convenient to such mineral exploration, development, storage, production or removal. All such

structures, material, machinery or equipment placed upon the property by Grantor may be removed by Grantor at any time.

Grantors (the plural word "Grantors" used in this deed include the owners of the other 88.6% interest in said property) shall have the right to occupy so much of the surface of the above described land as may be necessary or expedient for the mineral exploration, development, storage, production or removal of coal or lignite therefrom; and shall have the right of ingress and egress to and from and throughout the above described land necessary and expedient for the development, production, and removal of coal or lignite therefrom. Grantors shall have the right to mine the above described land by strip mining or otherwise and to use any portion of the property for such purpose even though it requires the removal of material overlying the coal or lignite and deprives Grantee of the use of the surface of a portion of said land during the period required for mining. Also, if Grantors desire to use the coal or lignite on site for fuel or other processing, Grantee agrees to lease land for a plant site on the property, said site not to exceed 400 acres, together with necessary rights of way for export of the plant products from the site, at a reasonable or appraised rental price.

With reference to the mining of coal or lignite, the following procedure shall be followed: Grantors shall notify Grantee in writing of the intent to mine coal or lignite from said land. Said written notice shall designate the portion of said land to be mined from time to time, describing it so as to make it clear what land is intended to be so used and accompanying it with maps or sketches to make it clearly identifiable. The land so designated to be mined shall be contiguous and reasonably shaped, and shall include not less than 160 acres and not more than 320 acres. Nothing shall prevent Grantors from designating more than one parcel to be mined at a time, but all shall meet the above specifications. The written notice shall state the anticipated beginning date for mining, which shall be at least 12 months in the future, from the date of the notice, and the estimated time period during which the mining will be in progress, and an estimated date when the mining in said designated parcel is expected to be completed. Mining on a designated area, once begun, must be prosecuted with reasonable diligence until completed.

Upon completion, Grantors shall give written notice that they have completed mining in said area, and notifying that the surface in said area is about to be restored to make it available for use by the Grantee. Grantors shall have the duty to restore the surface of said

land in accordance with the highest federal or state regulations, standards or guidelines, existing at that time and to plant trees or other vegetation thereon, as requested in writing by Grantee, but Grantors shall not be required to do replanting that is any more expensive than replanting of trees.

It is recognized that Grantee shall be entitled to reasonable compensation for damage to and loss of use of the surface resulting from mining of coal or lignite, and such compensation shall be comparable in amount to that which is being paid to surface owners of comparable property in Texas at the time, which shall include an appropriate allowance for the value of pre-merchantable timber. Grantor shall be consulted in advance and have a reasonable opportunity to negotiate surface damages either with any mineral leasee, or with Grantors if they develop the coal or lignite resources themselves.

Grantors do also reserve to themselves ownership of the old steam engine and all other personal property now on the premises and which was used in connection with the old coal mines, but Grantors will remove said items from the premises if requested by Grantee and upon reasonable notice to allow time for removal.

This conveyance is made subject to any and all mineral reservations, easements and covenants of record in the office of the County Clerk where the subject property is situated, applicable to and enforceable against the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED this 31 day of March, 1994.

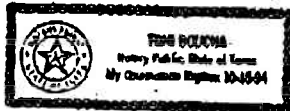
TEXAS COMMERCE BANK, NATIONAL
ASSOCIATION, IN ITS CAPACITY AS
TRUSTEE FOR THE ANITA BYRDE
BIGGER TRUST

BY: Alan P. Swenson
Alan P. Swenson, Assistant Vice-President
and Trust Officer

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on the 31 day of March,
1994, by Alan P. Swenson, Assistant Vice-President and Trust Officer, for Texas Commerce
Bank, National Association, in its capacity as Trustee for Anita Byrde Bigger Trust.



Tom Boucha
Notary Public, State of Texas
Printed Name: TOM BOUCHA
My Commission Expires: 10-15-94

EXHIBIT "A"

TO DEED DATED THE 31st DAY OF March, 1994 FROM TEXAS COMMERCE BANK, NATIONAL ASSOCIATION, IN ITS CAPACITY AS TRUSTEE FOR THE ANITA BYRDS BIGGER TRUST TO LOUISIANA-PACIFIC CORPORATION:

Being 4,249.2 acres of land more or less situated in Houston County, Texas, being all of the land formerly owned by Houston County Coal Company and known as the Houston County Coal Company land located in Houston County, Texas, now owned by Grantors, and more particularly described as follows:

(1) 186.9 acres out of the JOEL BANKS SURVEY, Abst. No. 162, being 205 acres EXCEPT the right-of-way of the I & G N RR Co. over said tract, amounting to 18.1 acres; said 186.9 acres being Fourth Tract described in deed to Houston County Coal & Manufacturing Company from G. Q. King, et al., dated September 24, 1900, recorded in Volume 22, page 351, Deed Records of Houston County, Texas;

(2) 50 acres, more or less, out of the JOEL BANKS SURVEY, Abst. No. 162, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by W. H. Hays, et al., Mary Hays, by deed dated September 25, 1900, recorded in Volume 24, page 318, Deed Records of Houston County, Texas;

(3) 43.21 acres, more or less, out of the J. R. BARBEE SURVEY, Abst. No. 212, in Houston County, Texas, being the 46.74 acres conveyed to Houston County Coal & Manufacturing Company by Eli Elkins by deed dated November 27, 1909, recorded in Volume 36, page 341; SAVE AND EXCEPT that part of said J. R. Barbee Survey included in the 10-3/4 acres conveyed to Eli Elkins by Houston County Coal & Manufacturing Company by deed dated August 20, 1913, recorded in Volume 70, page 177, Deed Records of Houston County, Texas;

(4) 115-6/7ths acres, more or less, out of a 200 acre tract on the J. R. BARBEE SURVEY, Abst. No. 212, and the L. W. WHITE SURVEY, Abst. No. 1090, conveyed to Houston County Coal & Manufacturing Company, Houston-Leon County Coal & Manufacturing Company, or D. A. Nunn, et al., Trustees, by eight (8) deeds, to wit:

(a) Mrs. Ella McCall, et vir., by deed dated August 21, 1913, recorded in Volume 70, page 203, Houston County Deed Records;

(b) Belle Cater, et vir., deed dated December 9, 1919, recorded in Volume 93, page 483 (reserving all minerals except lignite coal);

(c) W. E. Elkins (described as Second Tract) in deed dated December 22, 1919, recorded in Volume 93, page 478, Deed Records of Houston County, Texas;

(d) A. S. Barbee by deed dated December 11, 1919, recorded in Volume 93, page 477;

(e) C. H. Barbee by deed dated July 19, 1913, recorded in Volume 70, page 114;

(f) W. W. Barbee by deed dated April 2, 1910, recorded in Volume 57, page 108;

(g) H. M. Barbee by deed dated December 18, 1912, recorded in Volume 65, page 273;

(h) Houston-Leon County Coal Company to G. Q. King, et al., Trustees, by deed dated January 3, 1920, recorded in Volume 93, page 491;

all references to the Deed Records of Houston County, Texas.

(5) 120.2 acres of the WILLIAM DICKERSON SURVEY, Abst. No. 339, in Houston County, Texas, and being the first three tracts described in deed to Houston County Coal & Manufacturing Company from C. R. Rich, dated November 30, 1917, recorded in Volume 84, page 409, Deed Records of Houston County, Texas;

(6) 86 acres of the WILLIAM DICKERSON SURVEY, Abst. No. 339, in Houston County, Texas, conveyed to Houston County Coal & Manufacturing Company by G. Q. King and A. A. Walker, by deed dated November 24, 1917, recorded in Volume 84, page 411, Deed Records of Houston County, Texas;

(7) 11.3 acres, part of Block 7 of the WILLIAM DICKERSON SURVEY, Abst. No. 339, in Houston County, Texas, being First Tract described in deed to D. A. Nunn, G. Q. King and John McGory from W. B. Elkins, dated December 22, 1919, recorded in Volume 93, page 478, Deed Records of Houston County, Texas;

(8) 58 acres, more or less, being all of Block 8 containing 40 acres and part of Lot 1 containing 18 acres of a subdivision of the WILLIAM DICKERSON SURVEY, Abst. No. 339, in Houston County, Texas, and being part of the second tract described in a deed from Guy Cater, Guardian, to W. B. Elkins, et al, dated December 12, 1919, recorded in Volume 93, page 480, Deed Records of Houston County, Texas;

(9) 165 acres out of the IRA P. ELLIS 320 ACRE SURVEY, Abst. No. 379, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by:

(a) Ella Jeffus, et al., by deed dated January 19, 1901, recorded in Volume 28, page 4;

(b) Fannie A. Allen, et al., by deed dated February 5, 1901, recorded in Volume 28, page 136;

(c) Fannie A. Allen, Guardian, by deed dated June 25, 1901, recorded in Volume 29, page 112;

all references to the Deed Records of Houston County, Texas.

(10) 147 acres, more or less, out of the IRA P. ELLIS 320 ACRE SURVEY, Abst. No. 379, in Houston County, Texas, being the same land conveyed to D. A. Nunn, et al., Trustees, by T. J. Sanders, et ux., by deed dated November 28, 1928, recorded in Volume 128, page 193, Deed Records of Houston County, Texas;

(11) 26.25 acres of the C. M. GOOLSBY SURVEY, Abst. No. 445, in Houston County, Texas, being part of the Third Tract described in deed from Guy Cater, Guardian, to D. A. Nunn, et al., dated December 12, 1919, recorded in Volume 93, page 480, Deed Records of Houston County, Texas, being the remainder of a 70 acre tract after 43.75 acres thereof were conveyed to W. E. Elkins by the said deed dated December 19, 1919 from D. A. Nunn, et al, recorded in Volume 94, page 95, Deed Records of Houston County, Texas;

(12) 64.1 acres, more or less, out of the C. M. GOOLSBY 320 ACRE SURVEY, Abst. No. 445, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by J. R. Barber by deed dated September 27, 1900, recorded in Volume 24, page 319, Deed Records of Houston County, Texas;

(13) 50 acres, more or less, out of the C. M. GOOLSBY SURVEY, Abst. No. 445, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by Ed Arnold, et ux., by deed dated September 27, 1900, recorded in Volume 24, page 320, Deed Records of Houston County, Texas;

(14) 100 acres, more or less, out of the C. M. GOOLSBY 320 ACRE SURVEY, Abst. No. 445, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company, by:

(a) A. H. Wooters by deed dated November 13, 1900, recorded in Volume 23, page 568;

(b) Mrs. H. J. Lundbeck by deed dated March 26, 1914, recorded in Volume 72, page 151, Deed Records of Houston County, Texas;

(15) 95.94 acres, more or less, of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, and being the same land conveyed to Houston County Coal & Manufacturing Company by G. Q. King, et al., by deed dated November 11, 1915, recorded in Volume 73, page 626, Deed Records of Houston County, Texas;

(16) 52.6 acres, more or less, of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being part of the 69 acres conveyed to Houston County Coal & Manufacturing Company, by:

(a) G. Q. King, et al., as First Tract in deed dated September 24, 1900, recorded in Volume 22, page 351;

(b) M. T. Scott, et ux., as part of Second Tract in deed dated February 15, 1904, recorded in Volume 40, page 287;

(c) Mary Frances Brock, et vir., as Second Tract in deed dated August 25, 1904, recorded in Volume 40, page 286;

all references to Deed Records of Houston County, Texas.

(17) 10 acres, more or less, part of 31.1 acres off the South end of a 200 acre tract, a part of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by W. H. Hays by deed dated September 30, 1916, recorded in Volume 80, page 49, Deed Records of Houston County, Texas;

(18) 52 acres, more or less, out of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by J. N. Snell, et ux., by deed dated March 9, 1912, recorded in Volume 63, page 299, Deed Records of Houston County, Texas;

(19) 46.37 acres, more or less, out of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, and being the same land conveyed to G. Q. King, et al., Trustees by S. L. Murchison, et al., by deed dated July 17, 1924, recorded in Volume 112, page 266, Deed Records of Houston County, Texas;

(20) 90 acres, more or less, out of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by A. A. Bussell, et ux., by deed dated November 19, 1908, recorded in Volume 52, page 230, Deed Records of Houston County, Texas;

(21) 55 acres, more or less, out of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to D. A. Nunn, et al., Trustees, by Mrs. M. A. Drinkard, et vir., by deed dated July 25, 1922, recorded in Volume 105, page 43, Deed Records of Houston County, Texas;

(22) 107 acres, more or less, out of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company, by:

(a) W. R. Sanders by deed dated January 18, 1906, recorded in Volume 41, page 368;

(b) D. A. Nunn, et al., by deed dated November 20, 1906, recorded in Volume 51, page 92;

all references to Deed Records of Houston County, Texas.

(23) 95.12 acres, more or less, out of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to D. A. Nunn, et al., Trustees, by H. B. Hart, et ux., by deed dated May 3, 1921, recorded in Volume 100, page 484, Deed Records of Houston County, Texas;

(24) 63.9 acres of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, and being the same land conveyed to Houston County Coal & Manufacturing Company as First Tract in deed from T. E. Kelley, Admr., dated November 4, 1907, recorded in Volume 50, page 173, Deed Records of Houston County, Texas;

(25) 151.5 acres, more or less, out of the L. W. WHITE SURVEY, Abst. No. 1090, in Houston County, Texas, and being the 152.6 acres, more or less, conveyed to Houston County Coal & Manufacturing Company by C. H. Barbee, et ux., by deed dated March 8, 1916, recorded in Volume 76, page 319, Deed Records of Houston County, Texas;

LESS AND EXCEPT: 1.1 acres, more or less, conveyed to A. S. Barbee by D. A. Nunn, et al., Trustees, by deed dated November 21, 1931, recorded in Volume 164, page 496, Deed Records of Houston County, Texas;

(26) 70.5 acres, more or less, a part of the MOSES GREGG LEAGUE, Abst. No. 36, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company by T. E. Kelley, et ux., as First Tract in deed dated October 15, 1907, recorded in Volume 49, page 308, Deed Records of Houston County, Texas;

(27) 66.4 acres, more or less, out of the J. R. HARTT HEADRIGHT SURVEY, Abst. No. 499, in Houston County, Texas, being the same land described in deed from Florence V. Youngblood, et vlr., to Houston County Coal & Manufacturing Company, dated February 9, 1951, recorded in Volume 28, page 84, Deed Records of Houston County, Texas;

(28) 105 acres, being the South 1/2 of 210 acres out of the West part of the J. R. HARTT SURVEY, A-499, in Houston County, Texas, being the same land described in a deed to Houston County Coal & Manufacturing Company from C. B. Moore, et ux., dated September 25, 1900, recorded in Volume 77, page 621, Deed Records of Houston County, Texas;

(29) 130.40 acres, more or less, and being all the JAMES HENLEY 206 ACRE SURVEY, Abst. No. 531, in Houston County, Texas, conveyed to Houston County Coal & Manufacturing Company by G. Q. Klag, et al., as Third Tract in deed dated September 24, 1900, recorded in Volume 22, page 351, Deed Records of Houston County, Texas;

LESS AND EXCEPT from said 206 acres, however.

(a) 12.93 acres, more or less, conveyed to Eli Ethias by Houston County Coal & Manufacturing Company by deed dated November 27, 1909, recorded in Volume 56, page 342;

(b) 10.75 acres, more or less, conveyed to Eli Ethias by Houston County Coal & Manufacturing Company by deed dated August 20, 1913, recorded in Volume 70, page 177;

(c) 5 acres, more or less, conveyed to Dan Taylor by Houston County Coal & Manufacturing Company by deed dated February 15, 1915, recorded in Volume 75, page 578;

(d) 12.8 acres, more or less, conveyed to W. H. Etkins by Houston County Coal & Manufacturing Company by deed dated January 6, 1917, recorded in Volume 80, page 411;

(e) 24.12 acres, more or less, conveyed to Edd Mann by D. A. Nunn, et al., Trustees, by deed dated May 15, 1929, recorded in Volume 130, page 150;

(f) 10.0 acres, more or less, conveyed to Sallis Belle Reina, by G. Q. King, et al., Trustees, by deed dated March 23, 1942, recorded in Volume 212, page 169;

all references to Deed Records of Houston County, Texas.

(30) 40 acres, more or less, of the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, being the same land conveyed to Houston County Coal & Manufacturing Company, by:

(a) M. T. Scott, et al., by deed dated April 13, 1903, recorded in Volume 33, page 604;

(b) M. T. Scott, Guardian, by deed dated February 15, 1904, recorded in Volume 40, Page 27;

(c) Mary Frances Brock, et vir., as First Tract in deed dated August 25, 1904, recorded in Volume 40, page 286;

all references to the Deed Records of Houston County, Texas.

(31) 50 acres, more or less, of the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, being the same land described in deed from John Killingsworth, et al., to Houston County Coal & Manufacturing Company, dated April 15, 1903, recorded in Volume 32, page 301, Deed Records of Houston County, Texas;

(32) 39.5 acres, more or less, of the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, and being the same land described in deed to Houston County Coal & Manufacturing Company from J. C. Ellis, et al., dated April 13, 1903, recorded in Volume 32, page 300, Deed Records of Houston County, Texas;

(33) 16.4 acres, more or less, in the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, being a part of the land conveyed to Houston County Coal & Manufacturing Company by:

(a) G. Q. King, et al., as First Tract in deed dated September 24, 1900, recorded in Volume 22, page 351;

(b) M. T. Scott, et al., as part of Second Tract in deed dated February 15, 1904, recorded in Volume 40, page 287;

(c) Mary Frances Brock, et vir., as part of Second Tract in deed dated August 25, 1904, recorded in Volume 40, page 286;

all references to Deed Records of Houston County, Texas.

(34) 19.3 acres, more or less, in the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, being the same land described as Second Tract in deed to

Houston County Coal & Manufacturing Company from T. E. Kelley, Admr., dated November 4, 1907, recorded in Volume 50, page 173, Deed Records of Houston County, Texas;

(35) 14.3 acres, more or less, out of the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, being the same land described as Second Tract in deed to Houston County Coal & Manufacturing Company from T. E. Kelley, et ux., dated October 15, 1907, recorded in Volume 49, page 308, Deed Records of Houston County, Texas;

(36) 78.6 acres, more or less, a part of the C. M. B. HORTON SURVEY, Abst. No. 505, in Houston County, Texas, being the same land described as Second Tract in deed to Houston County Coal & Manufacturing Company from G. Q. King, et al., dated September 24, 1900, recorded in Volume 22, page 351, Deed Records of Houston County, Texas;

(37) 59 acres, more or less, out of the H. B. JACQUES 320 ACRE SURVEY, Abst. No. 636, in Houston County, Texas, being Block No. 1, containing 64 acres, of a subdivision of said survey, less that part of said 64 acres conveyed to the I & G N RR Co. for right-of-way, and being the same land conveyed to Houston County Coal & Manufacturing Company by H. H. LaRue by deed dated April 20, 1903, recorded in Volume 32, page 308, Deed Records of Houston County, Texas;

(38) 64 acres, more or less, out of the H. B. JACQUES 320 ACRE SURVEY, Abst. No. 636, in Houston County, Texas, being Block No. 2 of the subdivision of said survey, and being the same land conveyed to Houston County Coal & Manufacturing Company by W. W. LaRue by deed dated October 16, 1900, recorded in Volume 23, page 545, Deed Records of Houston County, Texas;

(39) 50 acres, more or less, out of the T. D. LaRUE SURVEY, Abst. No. 702, in Houston County, Texas, described as Fourth Tract in deed to Houston County Coal & Manufacturing Company from C. R. Rich, dated November 30, 1917, recorded in Volume 84, page 409, Deed Records of Houston County, Texas;

(40) 55 acres, more or less, out of the T. D. LaRue SURVEY, Abst. No. 702, in Houston County, Texas, being the same land conveyed to G. Q. King, et al., Trustees, by O. K. Goodrum by deed dated November 3, 1920, recorded in Volume 101, page 457, Deed Records of Houston County, Texas;

(41) 89.54 acres, more or less, out of the T. D. LaRUE SURVEY, Abst. No. 702, in Houston County, Texas, being the same land conveyed to D. A. Nunn, et al., by Paul Hatman, et ux., by deed dated September 27, 1920, recorded in Volume 98, page 297, Deed Records of Houston County, Texas;

(42) 97.54 acres, more or less, out of the CYRUS LOVELADY SURVEY, Abst. No. 688, in Houston County, Texas, and being:

(a) 111.35 acres conveyed to Houston County Coal & Manufacturing Company by G. Q. King as Second Tract in deed dated November 3, 1908, recorded in Volume 52, page 193;

(b) .19 acre of land conveyed to Houston County Coal & Manufacturing Company by G. Q. King as Third Tract in deed dated November 3, 1908, recorded in Volume 52, page 193.

LESS AND EXCEPT: 14 acres, more or less, conveyed to Edd Mann by Houston County Coal & Manufacturing Company by deed dated May 15, 1929, recorded in Volume 130, page 130;

(43) .23 acre, more or less, out of the L. W. WHITE SURVEY, Abst. No. 1090, in Houston County, Texas, and being the same land conveyed to G. Q. King, John LeGory and D. A. Nunn dated February 17, 1922, recorded in Volume 102, page 343, Deed Records of Houston County, Texas.

(44) 71 acres, more or less, being all of the JOEL BANKS SURVEY, Abst. No. 161, in Houston County, Texas, conveyed to Houston County Coal & Manufacturing Company by A. H. Wooters, by deed dated December 21, 1903, recorded in Volume 36, page 190, Deed Records of Houston County, Texas;

(45) 125.26 acres, more or less, out of the W. W. LaRue Survey, Abst. No. 704, Houston County, Texas, being the W. W. LaRue 160 acre pre-emption survey, as described in that certain Partition Deed between D. E. (Gene) Bitner and wife, Betty Bitner and Aliene Anderson Kennedy, et al, dated January 1, 1991, recorded in Volume 946, page 172, Real Property Records of Houston County, Texas, SAVE AND EXCEPT therefrom that certain 34.74 acre tract set apart in Partition Deed to D. E. (Gene) Bitner and wife, Betty Bitner;

(46) 798.2165 acres, more or less, out of the John Forbes Survey, Abstract No. 32, Houston County, Texas, being the same land described in a certain oil and gas lease recorded in Vol. 657, Page 60, Deed Records, Houston County, Texas dated October 22, 1979, in favor of Alamo Petroleum Co., said land lying about 2-1/4 MILES TO THE S.E. of the railroad depot at the town of Lovelady, being 832.0965 acres which is described in Section "E" of Exhibit "B" of the Co-Ownership Agreement dated September 2, 1986 in Volume 867, at page 63, Deed Records of Houston County, Texas, SAVE AND EXCEPT tracts of 1.33 acres and 32.55 acres embraced in the rights of way of Missouri Pacific Railroad Co. (successor to International & Great Northern Railway Co.), leaving 798.2165 acres more or less.

(47) 165.73 acres, more or less (sometimes called 164 acres and through a typographical error called 104 acres in the first paragraph of page 36 of the Coal Lease dated January 24, 1974, between Delha Mildred Wooters Craddock, et al and Consolidation Coal Company, said description being found in Section "C" of Exhibit "B" of the Co-Ownership Agreement dated September 2, 1986 in Volume 867, at page 61, Deed Records of Houston County, Texas), out of the E. W. Goolsby Survey, Abstract 444, Houston County, Texas, being tracts of 39.3 acres, 18.8 acres, 3.373 acres, 20 acres, 37.3 acres, 21.7 acres and 25.25 acres, (all more or less) described in First, Second, Third, Fourth, Fifth, Sixth and Seventh tracts on Exhibit "A" of that certain oil and gas lease dated April 6, 1981, from Delha Mildred Wooters Craddock, et al, Lessor, in favor of Sherwood Olds, Lessee, out of the Early W. Goolsby Survey, Abstract 444, in Houston County, Texas, being the land conveyed to Houston County Coal & Manufacturing Company by:

(a) C. B. Kelly, et ux, by deed dated March 28, 1903, recorded in Volume 33, Page 520;

(b) Mrs. M. A. Marsh, daughter of J. H. Moore, by deed dated March 31, 1903, recorded in Volume 33, Page 584;

(c) John I. Moore, son of J. H. Moore, by deed dated April 20, 1903, recorded in Volume 36, Page 291;

(d) C. B. Moore, et ux, by deed dated October 5, 1905, recorded in Volume 41, Page 216;

all references to Deed Records of Houston County, Texas.

LESS AND EXCEPT 2 tracts conveyed to Arthur Scott by Houston County Coal & Manufacturing Company by deeds:

(a) Dated January 29, 1914, recorded in Volume 80, Page 78;

(b) Dated December 19, 1917, recorded in Volume 110, Page 146;

all references are to the Deed Records of Houston County, Texas.



1018-349

WARRANTY DEED

1890

THE STATE OF TEXAS
COUNTY OF HOUSTON

KNOW ALL MEN BY THESE PRESENTS:

THAT WE (the Grantors, each of whom owns the land described in Exhibit "A" attached to and made a part hereof in the undivided percentage herein specified by our respective names in Exhibit "B" attached to and made a part hereof), ANITA BYRDE BIGGER, GENEVA LUNDY GARNER CARROLL, JOHN L. DEAN, III, SMITH DEAN, AND BUFF DEAN WILLIAMS, CO-EXECUTORS OF THE ESTATE OF ALBERTINE SMITH DEAN, DECEASED, W. M. DENNY, JR., W. M. DENNY, SR., MARTHA ANNE ELKINS DIDRICHSEN, ROBERT R. ENGLISH, THOMAS R. ENGLISH, MELINDA ENGLISH DAY THOMAS, MARGARET KING GOODRICH, IDA SMITH GRUNDY, IONE DENNY HEAD, JACK HINTON, ALIENE ANDERSON KENNEDY, CLAYTON A. KING, ELIZABETH GERLACH, LESLIE KING, GRACE A. TOWERY, TRUSTEE OF THE ROBERT L. KING, III TRUST, SHELLEY GARNER NEALY, THOMAS E. PERDUE, WILLIAM E. PERDUE, FRANK SMITH, III, TRUSTEE OF THE SMITH LIVING TRUST, HUBERTA NUNN WRIGHT, AND V. G. WRIGHT, hereinafter called Grantors, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantors paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto LOUISIANA-PACIFIC CORPORATION, a corporation organized under the laws of Delaware and having an office in Montgomery County, Texas, hereinafter called Grantee (the terms "Grantors" and "Grantee" used herein shall always include their heirs, successors, assigns and assigns, if any), the following described real property in Houston County, Texas, to-wit:

An undivided 88.6% interest in and to all that certain land in Houston County, Texas described in Exhibit "A" attached hereto and made a part hereof,

SAVE AND EXCEPT, however, and there is EXPRESSLY RESERVED TO GRANTORS, in the same undivided percentages specified in Exhibit "B", forever, all oil, gas, coal and lignite (including, without limitation, coal and lignite located at or near the surface and

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including sulphur or any other minerals inherent to or contained in any oil, gas, coal or lignite) in, on, under or that may be produced from the land hereinabove described and every part thereof, together with the full right of ingress and egress over, upon and across said property for the purpose of exploring for (including, but not by way of limitation, seismicographic exploration and core drilling for any such minerals) the above specified minerals and for drilling wells, mining or producing the same and for storing and removing the same when so mined or produced. This right of ingress and egress shall include the right to make use of so much of the surface estate of the land described as may be necessary, incident or convenient to any such mineral exploration, development, storage, production or removal, including drilling of water or disposal wells and the erection of pipelines, storage tanks, slush pits, roads and other surface structures necessary, incident or convenient to such mineral exploration, development, storage, production or removal. All such structures, material, machinery or equipment placed upon the property by Grantors may be removed by Grantors at any time.

Grantors shall have the right to occupy so much of the surface of the above described land as may be necessary or expedient for the mineral exploration, development, storage, production or removal of coal or lignite therefrom; and shall have the right of ingress and egress to and from and throughout the above described land necessary and expedient for the development, production, and removal of coal or lignite therefrom. Grantors shall have the right to mine the above described land by strip mining or otherwise and to use any portion of the property for such purpose even though it requires the removal of material overlying the coal or lignite and deprives Grantee of the use of the surface of a portion of said land during the period required for mining. Also, if Grantors desire to use the coal or lignite on site for fuel or other processing, Grantee agrees to lease land for a plant site on the property, said site not to exceed 400 acres, together with necessary rights of way for export of the plant products from the site, at a reasonable or appraised rental price.

With reference to the mining of coal or lignite, the following procedure shall be followed: Grantors shall notify Grantee in writing of the intent to mine coal or lignite from said land. Said written notice shall designate the portion of said land to be mined from time to time, describing it so as to make it clear what land is intended to be so used and accompanying it with maps or sketches to make it clearly identifiable. The land so designated to be mined shall be