H1
FIRST

WARRANTY DEED AND ASSUMPTION AGREEMENT

FROM: Alley-Cassetty Coal Co., Inc.
a Tennessee corporation,
Grantor

TO: G&G Investments,
a Tennessee joint venture,
Grantee

This instrument was prepared by:
John W. Lewis
Brown, Todd & Heyburn PLLC
424 Church Street, Suite 1600
Nashville, Tennessee 37219

Address New Owner as Follows:

P.O. Box 23710
Nashville, TN 37202

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes
Field Book Number

Same

Map-Parcel Number

82-14-40

Davidson County DEEDWARR
Recvd: 04/30/01 11:14 4pgs
Fees:19.00 Taxes:1110.00

20010430-0043116

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Thousand and no/100 Dollars ($300,000.00).

Fred J Cassetty
Affiant

SUBSCRIBED AND SWORN TO ~~before me~~, this the 3rd day of July, 2000.

Notary Public

My Commission Expires: July 26, 2003

FOR AND IN CONSIDERATION OF the sum of Three Hundred Thousand and no/100 Dollars ($300,000.00), of which Seventy-Five Thousand and no/100 Dollars ($75,000.00) has been paid in cash and for the balance of which Grantee has assumed certain obligations specified below, including the repayment of the principal amount of Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000.00) in annual equal installments of Fifty-Six Thousand, Two Hundred Fifty and no/100 Dollars ($56,250.00) together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon until maturity, at the rate of nine percent (9%) per annum, for which Grantee has executed and delivered to Grantor a Promissory Note in the principal amount of Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000.00) of even date (the "Note") to Grantor, the receipt and sufficiency of which is hereby acknowledged, Alley-Cassetty Coal Co., Inc. a Tennessee corporation, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said G&G Investments, a Tennessee joint venture, Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit (the "Property"):

Lot No. 1 on the Subdivision of the Farris property of record in Book 7900, page 391, as revised by the Surveyor's Certificate of Correction dated November 12, 1992, of record in Book 8795, page 559, Register's Office for Davidson County, to which plat reference is here made for a more complete description.

Being part of the same property conveyed to Farris Hardwood Lumber Company, a limited partnership, by deed from W. M. Farris, et al, of record in Book 4522, page 843, Register's Office for Davidson County, Tennessee.

This is unimproved property located north at the corner of Cowan Street and Oldham Street on the east side of the Cumberland River.

The description of this property was obtained from the survey prepared by Barry Greer, 2103 Windsor Place, Mt. Juliet, Tennessee 37122, Registered Land Surveyor No. 211.

This conveyance is expressly made subject to the following:

1. The lien for 2000 taxes which will be prorated when the tax bills for 2000 are available. Grantor shall pay to Grantee Grantor's pro rata share of 2000 taxes promptly after the tax bills are received; however, Grantor shall not pay any part of any tax increase resulting from improvements to the Property after the date hereof. Grantee shall then pay 2000 taxes on the Property.

2. All matters shown on the Subdivision of the Farris property of record in Plat Book 7900, page 391, as revised by the Surveyor's Certificate of Correction dated November 12, 1992, of record in Book 8795, page 559, Register's Office of Davidson County, Tennessee (the "Plat") including, without limitation, the terms and conditions of the Owner's Certificate, all notes shown thereon, Ingress-Egress Easement recorded in Book 4699, page 350, said Register's Office, and Easement and former 16' Alley Easement retained by Metro Council Rule 73-464.

3. The chartered right-of-way of CSX Railroad

4. Such state of facts and conditions as an accurate survey and personal inspection of the premises would disclose.

5. Applicable zoning ordinances.

6. Lease dated August 26, 1987, between Grantor and Burnette's Truck Wash, Incorporated, as amended by undated Amendment to Lease and by letter dated November 15, 1999, from Grantor to the tenant.

7. Easement recorded in Book 4699, page 350, in the Register's Office of Davidson County, Tennessee, as partially released and surrendered in Book 8957, page 452, in said Register's Office.

8. Sewer Easement as set forth in instrument recorded in Book 2537, page 416, in said Register's Office.

9. Flowage Easement recorded in Book 2280, page 517, in said Register's Office.

10. Slope Easement as set forth in Book 365, page 181, in said Register's Office.

11. Easements and rights granted in deed of record in Book 8795, page 561, in the Register's Office of Davidson County, Tennessee.

12. Easements set forth in instrument recorded in Book 8906, page 584, in said Register's Office.

13. Easements retained in Metro Council Bills 73-464 and 46-368.

14. Deed of Trust from Grantor to Warren H. Wild, Jr., Trustee, recorded Instr:200005310054220 at RODC, to secure unto Farris Hardwood Lumber Company the payment of a promissory note in the amount of Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000.00) dated May 31, 2000 from Grantor to Farris Hardwood Lumber Company (the "Farris Note"). Grantee acknowledges its assumption of all obligations of Grantor under said Deed of Trust, including, but not limited to, the obligation to pay or reimburse the payment by Grantor the stated Two Hundred Twenty-Five Thousand and no/100 Dollars ($225,000.00) in annual installments of principal, each in the amount of Fifty-Six Thousand, Two Hundred Fifty and no/100 Dollars ($56,250.00), together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon until maturity, at the rate of nine percent (9%) per annum. Furthermore, Grantee agrees that if Warren H. Wild, Jr., Trustee, or any successor trustee, accelerates or forecloses on said Deed of Trust, or if Grantor is sued upon said Farris Note, Grantee shall immediately pay to

Grantor any remaining balance owed to Farris Hardwood Lumber Company by Grantor on the Farris Note, which sum Grantor shall (A) immediately pay to Farris Hardwood Lumber Company and (B) credit against the balance due under the Note of even date herewith.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their successors and assigns, forever.

And Grantor does covenant with Grantees that Grantor is lawfully seized and possessed of the Property in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness our hands this 3rd day of July, 2000.

ALLEY-CASSETTY COAL CO., INC., a
Tennessee corporation (Grantor)

By: Fred J. Cassetty
Fred J. Cassetty, President

G&G INVESTMENTS
A joint venture consisting of two individuals
Ben S. Gambill, Jr. and Thomas K. Gamble (Grantee),
who join in this instrument for the purposes of
acknowledging their agreements and obligations
listed above.

By: Ben S. Gambill
Ben S. Gambill, Jr., an Individual and Joint Venturer

By: Thomas K. Gambill
Thomas K. ~~Gamble~~ Gambill, an Individual and Joint Venturer

This Warranty Deed and Assumption Agreement has been prepared by Brown, Todd & Heyburn PLLC ("Brown, Todd") based solely upon information furnished by Grantor. Brown, Todd has not undertaken to independently verify any statement, fact, description or other matter set forth herein and has not undertaken to verify any matters relating to title. Brown, Todd undertakes no responsibility or liability for the correctness or accuracy of any statement, fact, description or other matter reflected herein.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Fred J. Cassetty, a Notary Public of said County and State, personally appeared FRED J. CASSETTY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an officer of ALLEY-CASSETTY COAL CO., INC., the within named bargainor, a Tennessee corporation, and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing the his name as an officer.

Witness my hand and seal, at Office in Nashville, this 31st day of July, 2000.

Notary Public

My Commission Expires: July 26, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ben S. Gambill, Jr., a Notary Public of said County and State, personally appeared BEN S. GAMBILL, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a joint venturer of G&G INVESTMENTS., the within named bargainor, and that he as such joint venturer executed the foregoing instrument for the purposes therein contained, by signing the his name as a joint venturer.

Witness my hand and seal, at Office in Nashville, this 3rd day of July, 2000.

Notary Public

My Commission Expires: July 26, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Thomas K. Gambill, a Notary Public of said County and State, personally appeared THOMAS K. ~~GAMBLE~~ Gambill, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a joint venturer of G&G INVESTMENTS., the within named bargainor, and that he as such joint venturer executed the foregoing instrument for the purposes therein contained, by signing the his name as a joint venturer.

Witness my hand and seal, at Office in Nashville, this ___ day of July, 2000.

Notary Public

My Commission Expires: July 26, 2003