

1-365A005

BINGHAM, DANA & GOULD

150 FEDERAL STREET
BOSTON, MASSACHUSETTS 02110

TELEPHONE (617) 951-8000
TELEX 275147 BDGBSN UR
CABLE ADDRESS BLDGHAM BSN
TELECOPY (617) 951-8736

WASHINGTON OFFICE
(202) 822-9320

ROUTE 128 OFFICE
(617) 890-0922

CAPE COD OFFICE
(508) 420-0283

LONDON OFFICE
011 44-71-799 2646

December 31, 1991

17652
REGISTRATION NO. FILE NO.

DEC 31 1991 10 40 AM

BY MESSENGER

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Room 2303
12 Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Ladies and Gentlemen:

DEC 31 10 38 AM '91
MOTOR OPERATING UNIT

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code are two original fully executed, notarized documents described below.

This document is a Security Agreement, a primary document dated as of December 31, 1991, between TennRail Corporation, as the debtor (the "Debtor"), and The First National Bank of Boston as agent for itself and other lenders, as the secured party (the "Secured Party"), covering the Debtor's rolling stock now owned or hereafter acquired and all other properties and rights of the Debtor. Descriptions of the rolling stock are attached to the Security Agreement as Schedule 2, as the same may be revised from time to time, but the property covered by the Security Agreement is not limited to that listed in Schedule 2.

The names and addresses of the parties to the Security Agreement are as follows: the Debtor is TennRail Corporation, whose chief executive office is located at 111 East Capitol Street, Jackson, Mississippi 39201; the Secured Party is The First National Bank of Boston, as collateral agent, whose head office is located at 100 Federal Street, Boston, Massachusetts 02110.

Counterpart - James Skerry

BINGHAM, DANA & GOULD

Interstate Commerce Commission
December 31, 1991
Page 2

Included in the property covered by the aforesaid Security Agreement are railroad cars, locomotives and other rolling stock intended for use related to interstate commerce, or interests therein, owned and leased by the Debtor at the date of said Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Security Agreement.

A short summary of the document to appear in the index is as follows:

"A Security Agreement, dated as of December 31, 1991, between TennRail Corporation, as the debtor, and The First National Bank of Boston, as collateral agent, as the secured party, covering the debtor's rolling stock and all other properties and rights of the debtor. Descriptions of the rolling stock are attached to the Security Agreement as Schedule 2."

Also enclosed is a check in the amount of \$16.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt of the enclosed documents at your earliest convenience by stamping and returning to the undersigned the enclosed copy of this letter together with the Security Agreement as filed.

If you have any questions with respect to the enclosed documents, please call the undersigned collect at (617) 951-8000.

Sincerely,


Jill Swaim

Enclosures

6815U

17652
RECEIVED

SECURITY AGREEMENT

DEC 31 1991 -10 45 AM

TENNRAIL CORPORATION INTERSTATE COMMERCE COMMISSION

This SECURITY AGREEMENT dated as of December 31, 1991, by and between TENNRAIL CORPORATION, a Delaware corporation having its chief executive office at 111 East Capitol Street, Jackson, Mississippi 39201 (the "Company"), and THE FIRST NATIONAL BANK OF BOSTON as agent (the "Agent") for (i) itself and the banks (the "Banks") which are or may become parties to that certain Revolving Credit and Term Loan Agreement, dated as of December 31, 1991, among the Company, MidSouth Corporation (the "Parent"), The First National Bank of Boston as agent and the Banks, as the same may be amended, restated, modified or supplemented from time to time (such agreement, as in effect from time to time, the "Credit Agreement") and (ii) the holder (the "Subordinated Creditor") of that certain Subordinated Promissory Note, dated December 31, 1991, in the original principal amount of \$7,500,000, executed by the Company in favor of The Corinth and Counce Railroad Company, as the same may be amended, restated, modified or supplemented from time to time (such promissory note, as in effect from time to time, the "Subordinated Note"). The Banks and the Subordinated Creditor are referred to herein individually as a "Secured Party" and collectively as the "Secured Parties". Capitalized terms which are used herein without definition and which are defined in the Credit Agreement shall have the same meanings herein as in the Credit Agreement.

§1. GRANT OF SECURITY INTEREST. To secure the due and prompt payment and performance of the Obligations (as defined below), the Company hereby pledges, assigns and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and lien on all properties, assets and rights of the Company of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limitation, all goods, accounts, including all accounts receivable, contract rights, all rights of the Company under the Acquisition Documents, all rights of the Company under the PCA Agreement, all rights of the Company under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and

tort claims, chattel paper, documents, instruments, general intangibles, the Company's operating certificate from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, motor vehicles of every kind and description including, without limitation, motor vehicles described on Schedule 1 attached hereto, and all related equipment, parts and accessories with respect thereto (including, without limitation, tires and parts, whether now owned or hereafter acquired), and all substitutions and replacements, rolling stock of every kind and description, including, without limitation, the rolling stock described on Schedule 2 attached hereto, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, including, without limitation, the maintenance of way equipment described on Schedule 3 attached hereto, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas (all such properties, assets and rights hereinafter sometimes called, collectively, the "Collateral"). Notwithstanding any other provision herein or in the Intercreditor Agreement to the contrary, the Subordinated Creditor shall not be entitled to receive any benefits, collections or proceeds from the security interest granted to the Agent in the Acquisition Documents or the PCA Agreement.

§2. OBLIGATIONS SECURED. The Collateral hereunder constitutes and will constitute continuing security for (i) all of the indebtedness, obligations and liabilities of the Company to the Banks and any institutional lender who becomes a participant in or holder of any of the obligations under the Credit Agreement, the Notes and the other Loan Documents (collectively, the "First Secured Obligations") and (ii) the indebtedness, obligations and liabilities of the Company to the Subordinated Creditor under the Subordinated Note (the "Second Secured Obligations"), in each case as such instrument is originally executed on the date hereof or as modified, amended, restated, supplemented or extended hereafter, whether such obligations are now existing or hereafter arising, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, and all obligations of the Company to the Secured Parties arising out of any extension, refinancing or refunding of any of the foregoing

obligations (the First Secured Obligations and the Second Secured Obligations are referred to herein, collectively, as the "Obligations"). The Credit Agreement, the Notes, the other Loan Documents and the Subordinated Note are referred to herein, collectively, as the "Debt Agreements".

§3. PRO RATA SECURITY; APPLICATION OF PROCEEDS OF COLLATERAL. All amounts owing with respect to the Obligations shall be secured pro rata by the Collateral without distinction as to whether some Obligations are then due and payable and other Obligations are not then due and payable. Upon any realization upon the Collateral by the Agent or any Secured Party, whether by receipt of insurance proceeds pursuant to §4(h) or upon foreclosure and sale of all or part of the Collateral pursuant to §8 or otherwise, the Company agrees that the proceeds thereof shall be applied (i) first, to the payment of expenses incurred with respect to maintenance and protection of the Collateral pursuant to §4 and of expenses incurred pursuant to §12 with respect to the sale of or realization upon any of the Collateral or the perfection, enforcement or protection of the rights of the Secured Parties (including reasonable attorneys' fees and expenses of every kind, including, without limitation, reasonable allocated costs of staff counsel), (ii) second, to the Obligations in the manner set forth in §4(g) of the Intercreditor Agreement; (iii) third, any proceeds remaining after the repayment of all of the Obligations to be paid over to the Company or such other person or persons as may be entitled thereto. The Company shall remain liable for any deficiency remaining unpaid after the application of proceeds in accordance with the foregoing provisions. The Company agrees that all amounts received with respect to any of the Obligations, whether by realization on the Collateral or otherwise, shall be applied to the payment of the Obligations in accordance with the provisions of this §3.

§4. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

(a) Real Property. The Company represents to the Agent that the real property listed on Schedule 4 hereto constitutes all of the real property which the Company owns or leases. The Company agrees to notify the Agent of any other real property which the Company may hereafter acquire or lease. The Company agrees that it will execute and deliver to the Agent for the benefit of the Secured Parties mortgages and other instruments, as referred to in paragraph (j) below of this §4, and file the same in the appropriate recording offices with respect to the real property listed

on Schedule 4 hereto and at such times as any mortgagable right, title or interest is acquired in the future by the Company in any other real property. All such mortgages and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to the Agent as evidenced by its written consent thereto.

(b) Rolling Stock. The Company represents to the Agent that the Rolling Stock (as defined in this §4(b)) listed on Schedule 2 hereto constitutes all of the Rolling Stock which the Company owns or leases. The Company agrees not to change any markings or serial numbers on any of the owned Rolling Stock listed on Schedule 2 until after the Company has given notice in writing to the Agent of its intention to make such change. The Company agrees to notify the Agent of any other Rolling Stock which the Company may hereafter acquire or lease. The Company agrees that it will execute and deliver to the Agent for the benefit of the Secured Parties supplemental security agreements and other instruments, as referred to in paragraph (j) below of this §4, and file the same in the appropriate recording offices (i) with respect to the Rolling Stock listed on Schedule 2 hereto, (ii) at such times as any assignable right, title or interest is acquired in the future by the Company in any other Rolling Stock and (iii) at such times as any change is made in one or more of the markings or serial numbers on any of the Rolling Stock listed on Schedule 2 hereto or on any other Rolling Stock owned or leased by the Company. All such supplemental security agreements and other instruments shall secure all of the Obligations pro rata and shall be on terms and conditions satisfactory to the Agent as evidenced by its written consent thereto. The term "Rolling Stock" as used herein means all rolling stock of every kind and description, locomotives and all other rail cars.

(c) Motor Vehicles. The Company represents and warrants to the Agent and covenants with the Agent that except as permitted by §4(e) hereof, (i) Collateral for which motor vehicle or any other certificate of title is required is listed on Schedule 1 attached hereto, and such Collateral is titled in the jurisdictions located in the United States of America listed on Schedule 1 hereto and will remain titled in such jurisdictions, and (ii) Collateral for which no certificate of title is required, but for which registration under motor vehicle laws is required, is registered in the jurisdictions located in the United States of America listed on Schedule 1 and will remain registered in such jurisdictions. The Company further represents and warrants to the Agent that all

certificates of title and related applications for title for the Collateral listed on Schedule 1 have been, or will be within fourteen (14) days after the Closing Date, endorsed to reflect the security interest granted hereunder to the Agent, and that the original certificates of title and fully executed related applications for certificates of title have been delivered to the Agent.

(d) Patents, Trademarks, Copyrights. The Company represents to the Agent that as of the date hereof, except as set forth on Schedule 5 hereto, it has no right, title or interest in any patent, trademark registrations, copyright registrations or service mark registrations, or in any pending applications for the same and agrees promptly to furnish to the Agent written notice of each such patent, trademark, copyright or service mark registrations, or any applications for same, in which it may hereafter acquire any right, title or interest. The Company shall, on request by the Agent, execute, acknowledge and deliver all such documents and instruments as the Agent may reasonably require to confirm the Agent's security interest for the benefit of the Secured Parties in and to any such patent, trademark or service mark registrations, or application for the same as part of the Collateral hereunder and appoints the Agent as the Company's attorney-in-fact to execute and file the same.

(e) Location of Chief Executive Office; Tax Identification Number. The Company represents to the Agent that the federal tax identification number of the Company is 64-0808481, and that the location of the Company's chief executive office and the location where the books and records of the Company are kept is 111 East Capitol Street, Jackson, Mississippi 39201. The Company further represents that attached hereto as Schedule 6 is a true and correct list of all localities where property comprising a part of the Collateral (other than interests in real property set forth in Schedule 4) is located. The Company agrees that it will not change its federal tax identification number or the location of its chief executive office or the location where its books and records are kept without the express written consent of the Agent and except as permitted by each of the Loan Documents and will advise the Agent as to any change in the location of any property comprising a part of the Collateral.

(f) Ownership of Collateral.

(i) The Company represents that it is the owner of the Collateral free from any adverse lien, security interest or encumbrance, except as permitted by both of the Debt Agreements as such agreements are in effect on the date hereof.

(ii) Except for the security interests herein granted and except as permitted by each of the Debt Agreements, the Company shall be the owner of the Collateral free of any Lien, the Company shall defend the same against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Secured Parties. Except as otherwise permitted by each of the Debt Agreements, the Company shall not pledge, mortgage or create or suffer to exist a security interest in the Collateral in favor of any person other than the Agent for the benefit of the Secured Parties.

(g) Sale or Disposition of Collateral. Except as permitted by both of the Debt Agreements as such agreements are in effect on the date hereof, the Company will not sell or offer to sell or otherwise transfer the Collateral or any interest therein except for sales of inventory in the ordinary course of business.

(h) Insurance. The Company shall have and maintain at all times with respect to the Collateral such insurance as is required by each of the Debt Agreements, such insurance to be payable to the Agent for the benefit of the Secured Parties and to the Company as their interests may appear. All policies of insurance shall provide for a minimum of thirty (30) days' prior written cancellation notice to the Agent. In the event of failure to provide and maintain insurance as herein provided, the Agent may, at its option, provide such insurance, and the Company hereby promises to pay to the Agent on demand the amount of any disbursements made by the Agent for such purpose. The Company shall furnish to the Agent certificates or other evidence satisfactory to the Agent of compliance with the foregoing insurance provisions. The Agent may act as attorney for the Company in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts; and any amounts collected or received under any such policies shall be applied by the Agent to the Obligations in accordance with the provisions of §3, or at the option of the Agent, the same may be released to the Company, but such application or

release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

(i) Maintenance of Collateral. Except for the Nonessential Property of the Company, the Company will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Agent may inspect the Collateral at any reasonable time, wherever located. Except as otherwise provided in each of the Debt Agreements, the Company will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement. In its discretion, the Agent may discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid in violation of any of the Debt Agreements, make repairs thereof and pay any necessary filing fees. The Company agrees to reimburse the Agent on demand for any and all expenditures so made, and until paid, the amount thereof shall be a debt secured by the Collateral. The Agent shall have no obligation to the Company to make any such expenditures, nor shall the making thereof relieve the Company of any default.

(j) Creation and Perfection of Lien. The Company represents and warrants to the Agent for the benefit of the Secured Parties and covenants with the Agent for the benefit of the Secured Parties that this Agreement creates a valid security interest in the Collateral as security for the payment and performance of the Obligations. Upon (i) the filing and recording of this Agreement with the Interstate Commerce Commission (the "ICC") in accordance with §11303 of Title 49 of the United States Code and the rules and regulations thereunder, (ii) the filing of UCC-1 financing statements in the form attached hereto as Exhibit A (the "Financing Statements") under the Uniform Commercial Code as the same may be in effect from time to time in the States of Mississippi and Tennessee (the "UCC"), naming the Company as debtor and the Agent as secured party, and (iii) the presentation to the Department of Motor Vehicles of each jurisdiction in which the Collateral is titled, as set forth on Exhibit B attached hereto, of applications for titles with the lien of the Agent for the benefit of the Banks noted thereon in the form of Exhibit C attached hereto, all filings, assignments, pledges and deposits of documents or instruments will have been made and all other actions will have been taken that are necessary or advisable, under applicable law, to establish and perfect the Agent's security interest in the Collateral, including, without

limitation, such perfection under the UCC and the Interstate Commerce Act of 1887, as amended ("ICA"), and such security interest shall remain prior to all other Liens, except as contemplated by the Debt Agreements. No further filings, recordings or other actions are or will be necessary to maintain the priority of such security interest other than the filing of UCC continuation statements within six months prior to the expiration of a period of five years after the original filing. The Collateral and the Agent's rights with respect to the Collateral are not subject to any setoff, claims, withholdings or other defenses. The Company is the owner of the Collateral free from any lien, security interest, encumbrance and any other claim or demand. This Agreement and all documents to be filed therewith are in appropriate form for filing with the ICC. The Financing Statements are in appropriate form and have been duly filed pursuant to the UCC. The applications for titles are in appropriate form and have been duly filed in accordance with the motor vehicle laws of all applicable jurisdictions.

(k) No Further Actions. Except for the filings referred to in paragraph (j) above and as otherwise specified in the Debt Agreements, no authorization, approval or other action by, and no notice of filing with, any governmental authority or regulatory body or other Person that has not been received, taken or made is required (i) for the grant by the Company of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Company, (ii) for the perfection and maintenance of the security interest hereunder (including the first priority nature of such security interest), or (iii) for the exercise by the Agent of the rights or the remedies in respect of the Collateral pursuant to this Agreement.

(l) Accounts Receivable. The Company shall keep or cause to be kept separate records of accounts which are complete and accurate in all material respects, and from time to time upon the request of the Agent, shall deliver to the Agent a list of the names, addresses, face value, and dates of invoices for each debtor obligated on such an account receivable.

(m) Government Contracts. The Company agrees that it shall execute all such documents, and take all such actions, as the Agent shall determine to be necessary or appropriate from time to time under the federal Assignment of Claims Act of 1940, as amended, in order to confirm and assure to the Agent its rights under this Agreement with respect to any

and all Collateral consisting of the Company's rights to moneys due or to become due under any contracts or agreements with or orders from the United States government or any agency or department thereof, the assignment of which is not prohibited by such contract or agreement (collectively, "Government Receivables"). Without limiting the generality of the foregoing, the Company agrees that simultaneously with the execution and delivery of this Agreement it shall execute and deliver to the Agent a confirmatory assignment substantially in the form of Exhibit D attached hereto (a "Confirmatory Assignment") with respect to each Government Receivable existing on the date hereof where the aggregate proceeds payable to the Company thereunder exceed \$100,000, and within ten Bank Business Days after the creation of any such new Government Receivable, the Company shall execute and deliver to the Agent a Confirmatory Assignment with respect thereto. The Company hereby irrevocably authorizes the Agent, or its designee, at the Company's expense, to file with the United States government (or the appropriate agency or instrumentality thereof) a notice of each assignment of a Government Receivable substantially in the form of Exhibit E attached hereto (a "Notice of Assignment"), to which a copy of the relevant Confirmatory Assignment may be attached, and appoints the Agent as the Company's attorney-in-fact to execute and file any such Confirmatory Assignments, Notices of Assignment and any ancillary documents relating thereto.

(n) Securities. The Company agrees that it shall forthwith deliver and pledge to the Agent hereunder for the benefit of the Secured Parties all certificates representing securities which it shall acquire, whether by purchase, stock dividend, distribution of capital or otherwise, along with stock powers or other appropriate instruments of assignment with respect thereto, duly executed in blank.

(o) Further Assurances By the Company. The Company agrees to execute and deliver to the Agent for the benefit of the Secured Parties from time to time at its request all documents and instruments, including financing statements, supplemental security agreements, notices of assignments under the United States Assignment of Claims Act and under similar or local statutes and regulations, and to take all action as the Agent may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

§5. POWER OF ATTORNEY. (a) The Company acknowledges the Agent's right, to the extent permitted by applicable

law, singly to execute and file financing or continuation statements and similar notices required by applicable law, and amendments thereto, concerning the Collateral without execution by the Company. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) The Company hereby irrevocably appoints the Agent as its attorney-in-fact, effective at all times subsequent to the occurrence of an Event of Default (as defined herein), and during the continuance thereof, with full authority in the place and stead of the Company and in the name of the Company or otherwise, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purpose of this Agreement, including, without limitation, the power and right (i) to endorse the Company's name on any checks, notes, acceptances, money orders, drafts, filings or other forms of payment or security that may come into the Agent's possession, and (ii) to do all other things which the Agent then determines to be necessary to carry out the terms of this Agreement. The Company ratifies and approves all acts of such attorney-in-fact. The power conferred on the Agent hereunder is solely to protect the Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Agent to exercise such power.

§6. SECURITIES AS COLLATERAL. (a) Upon the occurrence and during the continuance of an Event of Default, the Agent may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. If the Agent so elects to exercise its right herein and gives notice of such election to the Company, upon the occurrence and during the continuance of an Event of Default, the Agent may vote any or all of the securities constituting Collateral possessing voting rights (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) and give all consents, waivers and ratifications in respect of the securities constituting Collateral and otherwise act with respect thereto as though it were the outright owner thereof, the Company hereby irrevocably constituting and appointing the Agent the proxy and attorney-in-fact of the Company, with full power of substitution, to do so. So long as no Event of Default is continuing, the Company shall be entitled to receive all cash dividends paid in respect of the securities, to vote

the securities and to give consents, waivers and ratifications in respect of the securities, provided that no vote shall be cast, or consent, waiver or ratification given or action taken which would be inconsistent with or violate any provisions of any of the Loan Documents or this Agreement.

(b) Any sums paid upon or with respect to any of the securities upon the liquidation or dissolution of the issuer thereof shall be paid over to the Agent to be held by it as security for the Obligations; and in case any distribution of capital shall be made on or in respect of any of the securities or any property shall be distributed upon or with respect to any of the securities pursuant to the recapitalization or reclassification of the capital of the issuer thereof or pursuant to the reorganization thereof, the property so distributed shall be delivered to the Agent to be held by it as security for the Obligations. All sums of money and property paid or distributed in respect of the securities upon such a liquidation, dissolution, recapitalization or reclassification which are received by the Company shall, until paid or delivered to the Agent, be held in trust for the Secured Parties as security for the Obligations.

§7. ACCOUNTS RECEIVABLE. Until the Agent requests that debtors on accounts receivable of the Company or obligors on accounts, chattel paper or general intangibles of the Company or obligors on instruments for which the Company is an obligee or lessees or conditional vendees under agreements governing the leasing or selling by conditional sale of Collateral by the Company be notified of the Secured Parties' security interest, the Company shall continue to collect payment thereof. Upon the making of such a request by the Agent, the Company shall hold the proceeds received from collection as trustee for the Secured Parties and shall turn the same over to the Agent, or to such other bank as may be approved by the Agent, immediately upon receipt in the identical form received. The Company shall, at the request of the Agent, notify such account debtors and obligors that payment thereof is to be made directly to the Agent, and the Agent may itself at any time, without notice to or demand upon the Company, so notify such account debtors and obligors. The making of such a request or the giving of any such notification shall not affect the duties of the Company described above with respect to proceeds of collection of accounts receivable received by the Company. The Agent shall apply the proceeds of such collection received by the Agent to the Obligations in

accordance with §3 of this Agreement. The application of the proceeds of such collection shall be conditional upon final payment in cash or solvent credits of the items giving rise to them. If any item is not so paid, the Agent in its discretion, whether or not the term is returned, may either reverse any credit given for the item or charge it to any deposit account maintained by the Company with the Agent.

§8. EVENTS OF DEFAULT; REMEDIES. (a) Upon the occurrence of an Event of Default, whether or not the Obligations are due, the Agent may demand, sue for, collect, or make any settlement or compromise with respect to the Collateral upon the written instruction of the Secured Parties in accordance with §4(b) of the Intercreditor Agreement.

(b) An "Event of Default" hereunder shall mean (i) that a representation, warranty or certification made in this Agreement or in any document executed or delivered from time to time relating to this Agreement is materially untrue, misleading or incomplete in its recital of any facts at the time as of which such representation, warranty or certification, as the case may be, is made or (ii) any Event of Default as that term is defined in any of the Debt Agreements, whether or not any acceleration of the maturity of the amounts due in respect of any of the Obligations shall have occurred.

(c) Upon the occurrence and during the continuance of an Event of Default, to the fullest extent permitted by applicable law, in addition to the remedies set forth elsewhere in this Agreement:

(i) The Agent shall have, in addition to all other rights and remedies given it by any instrument or other agreement evidencing, or executed and delivered in connection with, any of the Obligations and otherwise allowed by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located and the rights and remedies of a secured party holding a security interest in collateral pursuant to the ICA, and without limiting the generality of the foregoing, the Agent shall, upon the written instruction of the Secured Parties in accordance with §4(b) of the Intercreditor Agreement, immediately, without (to the fullest extent permitted by law) demand of performance or advertisement or notice of intention to sell or of time or place of sale

or of redemption or other notice or demand whatsoever, (except that the Agent shall give to the Secured Parties and the Company at least ten days' notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived to the fullest extent permitted by law, sell at public or private sale or otherwise realize upon, in the City of Boston, Massachusetts, or elsewhere, the whole or from time to time any part of the Collateral in or upon which the Agent shall have a security interest or lien hereunder, or any interest which the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services, including, without limitation, reasonable allocated costs of staff counsel) as provided in §12, shall apply the residue of such proceeds toward the payment of the Obligations in accordance with §3 of this Security Agreement, the Company remaining liable for any deficiency remaining unpaid after such application. If notice of any sale or other disposition is required by law to be given to the Company or any Secured Party, each of the Company and the Secured Parties hereby agrees that a notice given as hereinbefore provided shall be reasonable notice of such sale or other disposition. The Company also agrees to assemble the Collateral at such place or places as the Agent reasonably designates by written notice. At any such sale or other disposition any Secured Party may itself, and any other person or entity owed any Obligation may itself, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right is hereby waived and released to the fullest extent permitted by law.

(ii) Furthermore, without limiting the generality of any of the rights and remedies conferred upon the Agent under §8(c)(i) hereof, the Agent to the fullest extent permitted by law shall, upon the written instruction of the Secured Parties in accordance with §4(b) of the Intercreditor Agreement, enter upon the premises of the Company, exclude the Company therefrom and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, using all necessary force to do so, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair,

renovate, alter or remove the Collateral as the Agent may determine in its discretion, and any such monies so collected or received by the Agent shall be applied to, or may be accumulated for application upon, the Obligations in accordance with §3 of this Agreement.

(iii) The Agent agrees that it will give notice to the Company and the Secured Parties of any enforcement action taken by it pursuant to this §8 promptly after commencing such action.

(iv) The Company recognizes that the Agent may be unable to effect a public sale of the securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers consistent with all applicable laws. The Company agrees that any such private sales may be at prices and other terms less favorable to the Company than if sold at public sales and that such private sales shall not by reason thereof be deemed not to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any of the securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act of 1933, as amended, even if the issuer would agree to do so.

§9. MARSHALLING. The Agent shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Agent's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may do so the Company hereby irrevocably waives the benefits of all such laws. Except as otherwise provided by applicable law, the Agent shall have no duty as to the

collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the sole custody thereof.

§10. COMPANY'S OBLIGATIONS NOT AFFECTED. To the extent permitted by law, the obligations of the Company under this Security Agreement shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Company, to the extent permitted by law; (b) any exercise or nonexercise, or any waiver, by the Agent of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (c) any amendment to or modification of any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (d) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Company shall have notice or knowledge of any of the foregoing.

§11. NO WAIVER. No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Agent of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Agent, the Secured Parties or the future holders of any of the Obligations or allowed to any of them by law or other agreement, including, without limitation, each of the Debt Agreements, shall be cumulative and not exclusive of any other, and, subject to the provisions of this Agreement, may be exercised by the Agent, the Secured Parties or the future holders of any of the Obligations from time to time.

§12. EXPENSES. The Company agrees to pay, on demand, all reasonable costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind, including, without limitation, reasonable allocated costs of staff counsel) of the Agent incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of the Agent hereunder; and the Agent may at any time

apply to the payment of all such costs and expenses all monies of the Company or other proceeds arising from its possession or disposition of all or any portion of the Collateral.

§13. CONSENTS, AMENDMENTS, WAIVERS. Any term of this Agreement may be amended, and the performance or observance by the Company of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only in accordance with §4(d) of the Intercreditor Agreement.

§14. GOVERNING LAW. Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be deemed to be a contract under seal and shall for all purposes be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

§15. PARTIES IN INTEREST. All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, provided that the Company may not assign or transfer its rights hereunder without the prior written consent of the Agent. Any assignment or transfer by the Company of its rights hereunder in violation of this Agreement shall be void.

§16. COUNTERPARTS. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

§17. TERMINATION. Upon payment in full of the Obligations in accordance with their terms, this Agreement shall terminate and the Company shall be entitled to the return, at the Company's expense, of such Collateral in the possession or control of the Agent as has not theretofore been disposed of pursuant to the provisions hereof.

§18. NOTICES. Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by United

States registered or certified first-class mail, postage pre-paid, or sent by telecopy, telegraph or telex and confirmed by letter, addressed as follows:

(a) if to the Company, at:

111 East Capitol Street
Jackson, Mississippi 39201
Attention: President

or at such other addresses for notice as the Company shall last have furnished in writing to the Agent;

(b) if to the Agent at:

100 Federal Street
Boston, Massachusetts 02110
Attention: Michael J. Blake, Director

or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage pre-paid, on the earlier of (A) the time of receipt thereof if a Bank Business Day, or if not a Bank Business Day, the next succeeding Bank Business Day, or (B) five Bank Business Days after the posting thereof and (iii) if sent by telecopy, telex or cable, at the time of dispatch thereof, if in normal business hours in the state where received or otherwise at the opening of business on the following Bank Business Day.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

[Corporate Seal]

TENNRAIL CORPORATION

By: Mark M. Lewis
Title: Chairman



THE FIRST NATIONAL BANK OF BOSTON,
as Agent for the benefit of the
Secured Parties

By: Michael J. Blake
Title: Director

Commonwealth of Massachusetts
County of Suffolk } ss.

On this 30th day of December, 1991 before me personally appeared Mark M. Levin, to me personally known, who, being by me duly sworn, says that he is Chairman of TennRail Corporation, that the seal affixed to the foregoing instrument beside his signature is the corporate seal of said corporation and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Pamela A. Shigley
Notary Public
My commission expires: 7/31/92

Commonwealth of Massachusetts
County of Suffolk } ss.

On this 30th day of December, 1991, before me personally appeared Michael J. Blake, to me personally known, who, being by me duly sworn, says that he is Director of The First National Bank of Boston, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Pamela A. Shigley
Notary Public
My commission expires: 7/31/92

EXHIBIT D

FORM OF CONFIRMATORY ASSIGNMENT OF CONTRACT

This ASSIGNMENT, dated as of _____, is by TennRail Corporation, a Delaware corporation (the "Debtor") in favor of The First National Bank of Boston (the "Agent") as agent for itself, and certain lenders (the "Lenders").

WHEREAS, the Debtor is party to Contract No. _____ dated _____ between the Debtor and _____ (the "Contract"); and

WHEREAS, the Debtor and the Agent have entered into a certain Security Agreement, dated as of December __, 1991 (the "Security Agreement"), pursuant to which the Debtor has granted to the Agent, for the benefit of the Lenders, a security interest in certain assets of the Debtor, including all of the Debtor's rights in, to and under the Contract, to secure the Obligations referred to in the Security Agreement;

NOW, THEREFORE, the Debtor hereby confirms, acknowledges and agrees that, pursuant to and subject to the terms of the Security Agreement, the Debtor hereby assigns, transfers, pledges and grants to the Agent for the benefit of the Lenders a security interest in all of the Debtor's right, title and interest in and to all moneys due or to become due under the Contract.

EXECUTED as of the date first above written.

TENNRAIL CORPORATION

By: _____
Title: _____

EXHIBIT E

FORM OF NOTICE OF ASSIGNMENT OF
ACCOUNTS RECEIVABLE AS SECURITY

The First National Bank of Boston

Date:

To: [Contracting Official or Head of
Agency, and Disbursing Official]

Re: Payments to TennRail Corporation
Contract Number:
Made by the United States of America
Department:
Division:

For:

Dated:

Ladies and Gentlemen:

PLEASE TAKE NOTICE that moneys due or to become due to TennRail Corporation (the "Debtor") under the contract described above have been assigned to The First National Bank of Boston (the "Agent"), as agent for itself and certain lenders (the "Lenders") as security for certain obligations of the Debtor to the Lenders, as described more particularly in a Security Agreement (a true and correct copy of which is attached hereto), dated as of December 31, 1991, as in effect from time to time. This notice is given pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. §3727).

Payments due or to become due to the Debtor under the contract described above should continue to be made to the Debtor until you receive written notice from the Agent directing that such payments be made to another party.

Please return to the undersigned (in the enclosed, self-addressed stamped envelope) the enclosed extra copy of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

THE FIRST NATIONAL BANK OF BOSTON
as agent
for the secured parties
under that certain
Security Agreement
dated as of December 31, 1991

By: _____
Authorized Official
100 Federal Street
Boston, MA 02110

IRREVOCABLY ACKNOWLEDGED AND
AGREED TO:

TENNRAIL CORPORATION

By: _____
Title: _____

ACKNOWLEDGMENT OF RECEIPT

Receipt of the above notice and a copy of the Security Agreement described above is hereby acknowledged. These were received at _____ a.m./p.m. on _____, 19____.

Signature

On Behalf of: [Name and Title of
Addressee of Notice]

States registered or certified first-class mail, postage pre-paid, or sent by telecopy, telegraph or telex and confirmed by letter, addressed as follows:

(a) if to the Company, at:

111 East Capitol Street
Jackson, Mississippi 39201
Attention: President

or at such other addresses for notice as the Company shall last have furnished in writing to the Agent;

(b) if to the Agent at:

100 Federal Street
Boston, Massachusetts 02110
Attention: Michael J. Blake, Director

or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage pre-paid, on the earlier of (A) the time of receipt thereof if a Bank Business Day, or if not a Bank Business Day, the next succeeding Bank Business Day, or (B) five Bank Business Days after the posting thereof and (iii) if sent by telecopy, telex or cable, at the time of dispatch thereof, if in normal business hours in the state where received or otherwise at the opening of business on the following Bank Business Day.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

[Corporate Seal]

TENNRAIL CORPORATION

By: Mark M. Lewis
Title: Chairman

THE FIRST NATIONAL BANK OF BOSTON,
as Agent for the benefit of the
Secured Parties

By: Michael J. Blake
Title: *Director*

Commonwealth of Massachusetts
County of Suffolk) ss.

On this 30th day of December, 1991 before me personally appeared MARK M. LEVIN, to me personally known, who, being by me duly sworn, says that he is Chairman of TennRail Corporation, that the seal affixed to the foregoing instrument beside his signature is the corporate seal of said corporation and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Pamela A. Stiglitz
Notary Public
My commission expires: 7/31/92

Commonwealth of Massachusetts)
County of Suffolk) ss.

On this 30th day of December, 1991, before me personally appeared Michael J. Blake, to me personally known, who, being by me duly sworn, says that he is Director of The First National Bank of Boston, and that he is duly authorized to sign the foregoing instrument on behalf of said banking association, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.

Pamela A. Stiglitz
Notary Public
My commission expires: 7/31/92

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) TennRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3 For Filing Officer (Date, Time, Number, and Filing Office)

7 This financing statement covers the following types (or items) of property

See Exhibit A attached hereto and made a part hereof.

Filed with: Secretary of State of Tennessee

Maximum principal indebtedness for Tennessee Recording Tax purposes is \$

Proceeds and Products of Collateral are also covered

Whichever is Applicable (See instruction Number 9)	TennRail Corporation By: Signature(s) of Debtor (Or Assignor) Title	The First National Bank of Boston, as Agent By: Signature(s) of Secured Party (Or Assignee) Title
--	--	--

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

IMPORTANT — Read instructions on back before filling out form

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) TennRail Corporation 111 East Capitol Street Jackson, Mississippi 39201	2 Secured Party(ies) and address(es) The First National Bank of Boston, as Agent 100 Federal Street Boston, MA 02110	3 For Filing Officer (Date, Time, Number, and Filing Office)

7 This financing statement covers the following types (or items) of property

See Exhibit A attached hereto and made a part hereof.

Filed with: Secretary of State of Mississippi

Proceeds and
 Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	TennRail Corporation By: Signature(s) of Debtor (Or Assignor) Title	The First National Bank of Boston, as Agent By: Signature(s) of Secured Party (Or Assignee) Title
--	--	---

Exhibit A

All properties, assets and rights of the Debtor of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limitation, all goods, accounts, including all accounts receivable, contract rights, all rights of the Debtor under the Acquisition Documents and under the PCA Agreement (as each term is defined in that certain Revolving Credit and Term Loan Agreement, dated as of December 31, 1991, among the Debtor, the Banks named therein and The First National Bank of Boston as Agent for the Banks), all rights of the Debtor under any agreements with operating railroads pursuant to which rights of passage over tracks are granted during periods of emergency and disasters, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, the Debtor's operating certificate from the Interstate Commerce Commission, securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, copyrights, engineering drawings, service marks, customer lists, books and records, furniture, fixtures, motor vehicles of every kind and description including, without limitation, motor vehicles described on Schedule 1 attached hereto, and all related equipment, parts and accessories with respect thereto (including, without limitation, tires and parts, whether now owned or hereafter acquired), and all substitutions and replacements, rolling stock of every kind and description, including, without limitation, the rolling stock described on Schedule 2 attached hereto, locomotives, rail, ties and capital improvements thereon, equipment, maintenance of way equipment, including, without limitation, the maintenance of way equipment described on Schedule 3 attached hereto, inventory and all other capital assets, raw materials, work in progress, and real property and interests in and rights in, on or over real property, including railbeds, yards and maintenance areas.

Motor Vehicles

Chevrolet 1-Ton Truck

Chevrolet 1/2 Ton Pickup (Purchased 9/85)

Chevrolet 1/2 Ton Pickup (Purchased 5/77 est.)

Chevrolet Impala 83 261AL69HOD1241020

Mercury (Purchased 87 est.) 2MEBM75F30X673329

Schedule 2

Rolling Stock

7170\16\HGR006.OTH

<u>NUMBER</u>	<u>CAR TYPE</u>	<u>DATE ACQUIRED</u>		<u>CURRENT STATUS</u>
CCR 3000	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3002	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3003	PIPE FLAT	11/66	NEW	IN SERVICE
CCR 3004	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3005	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3006	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3007	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3008	LOG FLAT	11/66	NEW	IN SERVICE
CCR 3009	PW FLAT	11/66	NEW	OUT OF SERVICE
CCR 3010	PW FLAT	1/71	NEW	OUT OF SERVICE
CCR 3011	PW FLAT	1/71	NEW	OUT OF SERVICE
CCR 3012	PW FLAT	1/71	NEW	OUT OF SERVICE
CCR 3013	PW FLAT	1/71	NEW	OUT OF SERVICE
CCR 3014	PW FLAT	1/71	NEW	OUT OF SERVICE
CCR 3015	PW FLAT	1/71	NEW	OUT OF SERVICE
CCR 3016	LOG FLAT	7/74	NEW	IN SERVICE
CCR 3017	LOG FLAT	7/74	NEW	IN SERVICE
CCR 3018	LOG FLAT	7/74	NEW	IN SERVICE
CCR 3019	LOG FLAT	7/74	NEW	IN SERVICE
CCR 3020	LOG FLAT	7/74	NEW	IN SERVICE
CCR4000	GONDOLA	2/73	NEW	IN SERVICE
CCR4001	GONDOLA	2/73	NEW	IN SERVICE
CCR4002	GONDOLA	2/73	NEW	IN SERVICE
CCR4004	GONDOLA	2/73	NEW	IN SERVICE
TMAX 4050	LOG FLAT	11/66	NEW	IN SERVICE
TMAX 4051	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4052	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4053	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4054	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4055	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4056	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4057	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4058	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4059	LOG FLAT	1/80	USED	IN SERVICE
CCR 4060	PIPE FLAT	1/80	USED	IN SERVICE
TMAX 4061	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4062	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4063	LOG FLAT	1/80	USED	IN SERVICE
TMAX 4064	LOG FLAT	1/80	USED	IN SERVICE
TMAX5020	HOPPER	11/81	USED	OUT OF SERVICE
TMAX5021	HOPPER	11/81	USED	OUT OF SERVICE
TMAX5022	HOPPER	11/81	USED	OUT OF SERVICE
TMAX5023	HOPPER	11/81	USED	OUT OF SERVICE
TMAX5024	HOPPER	11/81	USED	OUT OF SERVICE
TMAX5025	HOPPER	3/82	USED	OUT OF SERVICE
TMAX5027	HOPPER	3/82	USED	OUT OF SERVICE
TMAX5028	HOPPER	3/82	USED	OUT OF SERVICE
TMAX5029	HOPPER	3/82	USED	OUT OF SERVICE
CCR 201	CABOOSE	8/79	USED	OUT OF SERVICE

Locomotives

CCR LOCOMOTIVE #901 SW 900 - EMD

CCR LOCOMOTIVE #1003 SW 1001 - EMD

CCR LOCOMOTIVE #1004 SW 1001 - EMD

CCR LOCOMOTIVE #1005 SW 1001 - EMD

MAINTENANCE OF WAY EQUIPMENT

8/28/91

Schedule 3

- 1 - 1984 1-1/2 ton Crew Cab International Harvester Truck with Fairmont 1233 hy-rails, Motorola 2-way radio, flat tool bed and small welder - Good operating condition.
- 1 - 1986 F250 Ford Pickup Truck with Fairmont 0307 hy-rails and Motorola 2-way radio. Good operating condition.
- 1 - 1980 7000 Series GMC Truck with Caterpillar diesel engine, Habco 100 hy-rails (purchased originally in 1973), a 310 BC Prentice Loader, an 8' x 12' side dump bed, and a 2-way radio. Good condition.
- 1 - STM-XLC Tamper Inc. Tamper with surfacing and lining attachment, Perkins diesel engine, purchased new. Tamper in good condition, lining attachment needs minor repairs.
- 1 - Gardener-Denver portable, 185 CFM Air Compressor mounted on 2-wheel carriage, purchased new. Still in operating condition.
- 1 - Air-operated Side Dump Rail Car, 30 cu.yd. purchased used Operable but not equipped for interchange.
- 1 - Kalamazoo Ballast Regulator, diesel engine, broom attachment, Approx. 1968 model, purchased used. In operating condition.
- 1 - Hercules 9-ton Trailer (for hauling Backhoe) purchased new. In operating condition but needs new timber floor.
- 1 - J. I. Case 580-D Backhoe with four-in-one front bucket and extendahoe and enclosed cab. Purchased new in late 1983. In good operating condition.

-2-

MAINTENANCE OF WAY EQUIPMENT
8/28/91

- 1 - Flat Car of considerable vintage, wooden floor decayed, cannot be used in interchange, used. Poor condition.
- 1 - Tamper Inc. KTBC Brush Cutter with 25' reach and diesel engine, Serial No. 2870317, purchased used. In operating condition, but needs some cab repairs.
- 1 - Tamper Inc. Model MBTX Tie Extractor/Insertor with centerjack, turntable, and roof for operator and controls. Purchased new, still like new condition.
- 1 - Tamper Inc. Section Gang Tie Remover/Insertor. Presently converted to a spike driver/puller. Purchased new. Hammer and spike puller attachments added new in 1990. Excellent condition.

PROPERTY OWNED BY
THE CORINTH AND COUNCE RAILROAD COMPANY
IN ALCORN AND TISHOMINGO COUNTIES, MISSISSIPPI

***NOTE: References to Grantor or Grantor's property in the following property descriptions refer to the Grantor or Grantors in the original deeds from said Grantor or Grantors to The Corinth and Counce Railroad Company. A deed reference is provided at the end of the description of each Tract.

ALCORN COUNTY, MISSISSIPPI

Situated in the County of Alcorn, State of Mississippi, to-wit:

TRACT 1: Lying and being in the Northwest Quarter of Section 5, Township 2 South, Range 8 East and more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Section 5, Township 2 South, Range 8 East and run thence South 1650 feet to the Southeast corner of the 23 acre tract purchased by the Tennessee River Pulp and Paper Company from J. B. Key; thence run West 1056 feet for a point of true beginning; run thence North 490 feet; run thence in a Southwesterly direction 670 feet, more or less, to a point 470 feet West of the point of true beginning; run thence East along the South boundary line of grantor's property 470 feet, more or less, to the point of beginning. Containing 2.64 acres.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 246.

TRACT 2: A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 30, Township 1, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northeast corner of the Southeast Quarter of Section 30, Township 1 South, Range 9 East; run thence South 805 feet, more or less; thence on a bearing of South 71 degrees 0 minutes and 30 seconds West 1034.6 feet, more or less, to the West boundary line of grantor's property, containing 2.5 acres, more or less.

LESS AND EXCEPT: Beginning at a point 219 feet East of the west end of the above described line run West 208 feet; thence North 71 degrees 0 minutes and 30 seconds East to the East boundary line of W. F. Fowler property and the West boundary line of the grantors; run thence South 49.5 feet to the point of beginning.

LESS AND EXCEPT: That portion of the right of way on the East end of said line which represents the public road right of way.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 389.

TRACT 3: A parcel of land lying in the North Half of Section 36, Township 1 South, Range 8 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of Section 36, Township 1 South, Range 8 East, run South along the West boundary line of said section 2247 feet, more or less, to a stake

Initialed for _____
Identification _____

Page 1 of 29

in the West boundary line of grantor's property, same being the centerline of the right of way of the Corinth and Counce Railroad Company for a point of beginning; run thence on a bearing of South 80 degrees 38 minutes East 130.6 feet to a spiral; thence on a bearing of South 80 degrees 53 minutes East 50 feet; thence on a 3 degree curve to the left having a radius of 1910.08 feet, a distance of 739.44 feet to a spiral, thence on a bearing of North 75 degrees 56 minutes East 50 feet to a point; thence on a bearing of North 75 degrees 41 minutes East 2069.62 feet to a spiral; thence on a bearing of North 75 degrees 38 minutes East 30 feet; thence on a 1 degree curve to the left with a radius of 5729.65 feet for a distance of 810 feet to a spiral; thence on a bearing of North 67 degrees 20 minutes East 30 feet; thence on a bearing of North 67 degrees 17 minutes East 324.95 feet to a spiral; thence on a bearing of North 66 degrees 05 minutes East 120 feet; thence with a 6 degree curve to the left having a radius of 955.37 feet a distance of 524.16 feet to a spiral; thence on a bearing of North 29 degrees 50 minutes East 120 feet to a point; thence on a bearing of North 28 degrees 38 minutes East 33.3 feet to the grantor's North boundary line located in the Northeast Quarter of the Northeast Quarter of Section 36, Township 1 South, Range 8 East, containing 11.55 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 390.

TRACT 4: A parcel of land lying partly in the Southeast Quarter of the Northeast Quarter of Section 34, and partly in the Southwest Quarter of the Northwest Quarter of Section 35, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Commencing at a point on the West boundary line of the Southwest Quarter of the Northeast Quarter of Section 34, where the centerline of the Corinth and Counce Railroad intersects the same, same being 185 feet, more or less South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 34; run thence with a spiral on a bearing of North 62 degrees 35 minutes East a distance of 120 feet to a point; run thence with a 6 degree curve to the right with a radius of 955.36 feet a distance of 363.33 feet; run thence with a spiral having a bearing of North 89 degrees 11 minutes East 120 feet to a point; run thence on a bearing of South 89 degrees 37 minutes East to a point where the same intersects the East right of way line of the Corinth and Kendrick Highway for a point of beginning; run thence on a bearing of South 89 degrees 30 minutes East 960 feet, more or less, to the East boundary line of Section 34, and continue on the same bearing 401.4 feet to the East boundary line of grantor's property, containing 2.20 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 391.

TRACT 5: A parcel of land lying in the Northwest Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on either side of the following described line:

Beginning on the West boundary line of grantor's property 110 feet North of the North boundary line of the

Initialed for _____ 2 Page 2 of 29
Identification _____

Schedule A

Southwest Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 9 East at a stake; run thence on a bearing of South 81 degrees 10 minutes East a distance of 106.3 feet to a spiral; run thence on a bearing of South 81 degrees 46 minutes East 90 feet; run thence with a 4 degree curve to the left with a radius of 1432.69 feet a distance of 318 feet, more or less, to the East boundary line of grantor's property, containing 1.18 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 392.

TRACT 6: A parcel of land lying in the Northeast Quarter of the Southwest Quarter of Section 33, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning on the West boundary line of grantors' property 1649 feet, more or less, North of the Southwest corner of said property at a stake; run thence on a bearing of North 72 degrees 21 minutes East a distance of 595 feet to a spiral; run thence on a bearing of North 72 degrees 57 minutes East a distance of 76.8 feet, more or less, to the East boundary line of grantors' property, and the East boundary line of said Quarter Section, said parcel containing 1.54 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 393.

TRACT 7: A parcel of land lying partly in the Northeast Quarter of Section 29, partly in the Northwest Quarter of Section 28, and partly in the Southwest Quarter of Section 21, in Township 1 South, Range 9 East, same being partly in Alcorn and partly in Tishomingo Counties, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 29, Township 1 South, Range 9 East; run thence North along said Quarter Section line 615 feet, more or less, to a stake on the West boundary line of grantor's property, representing the centerline of the right of way of the Corinth and Counce Railroad Company for a beginning point; run thence on a bearing of North 58 degrees 41 minutes 30 seconds East 3074 feet to the East boundary of Section 29 and the West boundary of Section 28, continue thence on the same bearing for a distance of 108 feet, more or less, to spiral; run thence on a bearing of 58 degrees 49 minutes 30 seconds East 40 feet to a point; run thence with a 2 degree curve to the right with a radius of 2864.93 feet for a distance of 620 feet to a spiral; run thence on a bearing of 71 degrees 45 minutes 30 seconds East 40 feet; run thence on a bearing of North 71 Degrees 53 minutes 30 seconds East 1051.54 feet to a spiral; run thence on a bearing of North 71 degrees 45 minutes 30 seconds East 40 feet to a point; run thence with a 2 degree curve to the left with a radius of 2864.93 feet a distance of 669.17 feet to a spiral; thence on a bearing of North 57 degrees 50 minutes 30 seconds East 40 feet to a point; thence on a bearing of North 57 degrees 42 minutes 30 seconds East 305 feet, more or less, to the East boundary line of grantor's property, containing 13.75 acres, more or less.

Initialed for _____
Identification _____

Page 3 of 29

3

Schedule A

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 394.

TRACT 8: A parcel of land lying along the Northern portion of the South Half of the Northeast Quarter of Section 34, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line part of the distance and 30 feet on the North side and 70 feet on the South side of the following described line for the remaining distance as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 34, Township 1 South, Range 8 East, run South along the West boundary line of said Quarter Section 185 feet, more or less, to a stake in the center of the right of way of the grantees; run thence with a spiral North 62 degrees 35 minutes East a distance of 120 feet; thence run on a 6 degree 00 minute curve to the right with a radius of 955.36 feet a distance of 363.33 feet to a spiral; run thence on said spiral on a bearing of North 89 degrees 11 minutes East a distance of 120 feet to a point; run thence on a bearing of South 89 degrees 37 minutes East 407.9 feet, at which point the right of way boundary lines shift south on the centerline by 20 feet with 30 feet on the North and 70 feet on the South, and continuing on a bearing of South 89 degrees 37 minutes East for a distance of 671.4 feet to the West boundary line of the right of way of the Kendrick paved highway, containing 3.86 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 395.

TRACT 9: A parcel of land in the Northwest Quarter of the Southwest Quarter of Section 29, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Southwest Quarter of Section 29, Township 1 South, Range 9 East; run thence South 805 feet, more or less; thence on a bearing of North 71 degrees 0 minutes and 30 seconds East to the East right of way line of the public road, and the West boundary line of grantor's property for a point of beginning; run thence on a bearing of North 71 degrees 0 minutes and 30 seconds East 703.9 feet to the West boundary line of grantor's property, containing 1.62 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 396.

TRACT 10: A parcel of land lying in the Southwest Quarter of Section 33, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Southwest corner of the Southwest Quarter of Section 33, Township 1 South, Range 8 East, run thence North along the West boundary line of said Quarter Section 1033 feet, more or less, to a stake for a point of beginning; run thence on a bearing of North 74 degrees 08 minutes East 906.2 feet to a point; run thence on a 0 degree 30 minute curve with a radius of 11,459.19 feet a distance of 356.67 feet to a point; run thence on a

Initialed for _____
Identification _____

4

Page 4 of 29

Schedule A

bearing of North 72 degrees 21 minutes East a distance of 849 feet to the East boundary line of grantors property, said point being 1649 feet, more or less, North of the Southeast corner of grantors property, said parcel containing 4.85 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 397.

TRACT 11: A parcel of land lying in the Northeast Quarter of Section 35, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northeast corner of the Northeast Quarter of Section 35, Township 1 South, Range 8 East, run West 92.5 rods; thence South 1737 feet, more or less, to a stake in the West boundary line of grantor's property, same being the centerline of the right of way of the Corinth and Counce Railroad for a beginning point; run thence in a Southeasterly direction on a curve of 2 degrees with a radius of 2864.93 feet a distance of 63.2 feet to a spiral; run thence on a bearing of South 61 degrees 26 minutes East 40 feet to a point; thence on a bearing of South 61 degrees 18 minutes East 327.5 feet, more or less, to the East boundary line of grantor's property, containing 0.99 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 398.

TRACT 12: A parcel of land lying in the Southwest Quarter of the Northwest Quarter of Section 35, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 35, run thence South 80 feet, more or less, to a stake; run thence on a bearing of 89 degrees 30 minutes East a distance of 401.4 feet to a stake in the West boundary line of grantors property for a point of beginning; run thence on a bearing of South 89 degrees 30 minutes East 671.2 feet to a ditch on the East boundary line of grantors property, containing 1.54 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 403.

TRACT 13: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of section 34, Township 1 South, Range 8 East; run thence East along the boundary line of said Quarter Section 430 feet, more or less, to the Northwest corner of grantor's property for a point of beginning; run thence East 271 feet to a stake; thence on a bearing of South 55 degrees 44 minutes 20 seconds West, parallel with the centerline of grantor's right of way, 319 feet to the West boundary line of grantor's property; run thence in a Northerly direction along the West boundary line of grantor's property 175 feet, more or less, to the point of beginning, containing 0.54 acres, more or less.

LESS AND EXCEPT: The right of way acquired by the Alabama-Tennessee Gas Company.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 405.

TRACT 14: A parcel of land lying in the Southeast Quarter of the Northeast Quarter of Section 35, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northeast corner of the Northeast Quarter of Section 35, Township 1 South, Range 8 East; run West 25.5 rods to the Northwest corner of grantor's property; thence South 2179 feet, more or less, to a stake in the West boundary line of grantor's property, same being the centerline of the right of way of the Corinth and Counce Railroad Company for a beginning point; run thence on a bearing of South 80 degrees 38 minutes East 414.5 feet, containing 0.95 acres.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 406.

TRACT 15: A parcel of land lying in the Southeast Quarter of the Northeast Quarter of Section 35, Township 1 South, Range 8 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northeast corner of the Northeast Quarter of Section 35, Township 1 South, Range 8 East; run thence West 1145.25 feet to the Northwest corner of grantor's property; run thence south 1936.7 feet, more or less, to a stake on the West boundary line of grantor's property, same being the centerline of the Corinth and Counce Railroad Company's right of way for a beginning; run thence on a bearing of South 61 degrees 18 minutes East 22.5 feet to a spiral; run thence on a bearing of South 61 degrees 33 minutes East 50 feet; run thence on a 3 degree curve to the left with a radius of 1910.08 feet a distance of 594.44 feet to a spiral; thence on a bearing of South 80 degree 53 minutes East 50 feet; thence South 80 degrees 38 minutes East 81.2 feet to the East boundary line of grantor's property, containing 1.83 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 407.

TRACT 16: A parcel of land lying partly in the Northwest Quarter and partly in the Northeast Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 9 East, same being 100 feet in width and lying 50 feet on either side of the following described line:

Beginning at a point on grantor's West boundary line 85 feet, more or less, North of the South boundary line of the Northwest Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 9 East at a stake, same being the centerline of the Corinth and Counce Railroad Company's right of way; run thence with a 4 degree curve to the left with a radius of 1432.69 feet for a distance of 287.6 feet, more or less, to a spiral; run thence on a bearing of North 71 degrees 36 minutes 30 seconds East 90 feet to a point; thence on a bearing of North 71 degrees 0 minutes 30 seconds East 45.9 feet to the West boundary line of Thurman Simmons; also beginning at grantor's Southeast corner in the Northeast Quarter of the Southeast Quarter of said Quarter Section, which

Initialed for _____
Identification _____

6

Page 6 of 29

Schedule A

point bears North 71 degrees 0 minutes 30 seconds East 219 feet, more or less, from the last call in the above description, run thence West 208 feet; thence North 71 degrees 0 minutes 30 seconds East to the East boundary line of grantor's property; thence South 50 feet, more or less, to the point of beginning, containing in all 1.09 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 408

TRACT 17: A parcel of land lying in the Southwest Quarter of the Northwest Quarter of Section 35, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 35; run thence South 80 feet, more or less, to a stake for a point of beginning; run thence on a bearing of South 89 degrees 30 minutes East 401.4 feet to the East boundary line of grantor's property, containing 0.92 acres, more or less.

LESS AND EXCEPT: The right of way previously granted to Tennessee Gas Company for pipe line right of way.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 409.

TRACT 18: A parcel of land lying in the Southwest Quarter of the Northeast Quarter of Section 35, Township 1 South, Range 8 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Commencing at a point on the West boundary line of the Southwest Quarter of the Northeast Quarter of Section 35, 1430 feet, more or less, South of the Northwest corner of the Northeast Quarter of said section at a stake; run thence Easterly on a 2 degree curve with a radius of 2864.93 feet a distance of 590 feet, more or less, to the West boundary line of grantor's property for a point of beginning, said point being 1525 feet, more or less, South of the North boundary line of the Northeast Quarter of said Section for a point of beginning; thence Southeasterly with a 2 degree curve to the right with a radius of 2864.93 feet a distance of 580 feet, more or less, to the East boundary line of grantor's property, containing 1.33 acres.

LESS AND EXCEPT: The right of way of Gulf Interstate Gas Company which was previously conveyed by grantors.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 410.

TRACT 19: A parcel of land lying in the East side of the Southeast Quarter of the Northwest Quarter of Section 29, Township 1 South, Range 9 East, described as follows:

Beginning at a point on the East boundary line of the Southeast Quarter of the Northwest Quarter of Section 29, Township 1 South, Range 9 East 265 feet, more or less, from the Southeast corner thereof at a stake; run thence North 350 feet, more or less, to a stake on the said boundary line where the same intersects the North right

Initialed for _____
Identification _____

7

Page 7 of 29

Schedule A

of way line of the Corinth and Counce Railroad right of way; thence on a bearing of South 58 degrees 41 minutes 30 seconds West 310 feet, more or less, to grantor's South boundary line; thence Southeast 340 feet, more or less, to the point of beginning, containing 1.07 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 411.

TRACT 20: A parcel of land lying partly in the Northeast Quarter of Section 36, Township 1 South, Range 8 East, and partly in the Southwest Quarter of Section 30, Township 1 South, Range 9 East, same being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a point on the East boundary line of Section 36, Township 1 South, Range 8 East where the South boundary line of grantors' property intersects the same; run thence in a Westerly direction 585 feet, more or less to a stake in said boundary line and to the centerline of the Corinth and Counce Railroad Company for a point of beginning; run thence North 28 degrees 38 minutes East 191.6 feet to a spiral; thence run on a bearing of North 28 degrees 53 minutes East 50 feet; thence with a 3 degree curve to the right with a radius of 1910.08 feet for a distance of 467.77 feet to a spiral; thence on a bearing of North 43 degrees 55 minutes East 50 feet to a point; thence on a bearing of North 44 degrees 10 minutes East 223.3 feet to the Northeast corner of the Northeast Quarter of said section; thence continuing on said bearing into the Southwest Quarter of Section 30, Township 1, Range 9 for a distance of 1302 feet, more or less, to the North boundary line of the grantor's property in said Quarter Section, same being 34.7 feet West of grantor's Northeast corner, containing 5.15 acres, more or less.

LESS AND EXCEPT: That portion of the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 9 East, which may be included in the above described property.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 412.

TRACT 21: A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 32, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Southwest corner of the Southeast Quarter of Section 32, Township 1 South, Range 8 East; run thence East 163.7 feet, more or less, for a point of beginning, same being the centerline of The Corinth and Counce Railroad Company's right of way; run thence with a spiral on a bearing of North 45 degrees 54 minutes and 29 seconds East 180 feet; run thence in a Northeasterly direction with an 8 degree curve to the right having a radius of 716.78 feet a distance of 330.27 feet to a spiral; thence run on a bearing of North 81 degrees 57 minutes and 24 seconds East 180 feet to a point; thence on a bearing of North 84 degrees 20 minutes East a distance of 30.3 feet to the East boundary line of grantors, same being 282 feet North of the Southeast corner of grantors' property, containing 1.52 acres, more

Initialed for _____
Identification _____

8

Page 8 of 29

Schedule A

or less.

LESS AND EXCEPT: The North Half of the Kendrick Public Road which runs along the South side of grantors property.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 413.

TRACT 22: A parcel of land located in the Southwest Quarter of Section 30, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a point on the North boundary line of the property of M. K. Marljar located in the Southwest Quarter of the Southwest Quarter of Section 30, Township 1 South, Range 9 East 34.7 feet West of the Northeast corner of said property, same being grantor's South boundary line and being the centerline of the Corinth and Counce Railroad Company's right of way for a point of beginning; run thence on a bearing of North 44 degrees 10 minutes East 278.4 feet to a spiral; run thence on a bearing of North 45 degrees 05 minutes East 110 feet to a point; run thence on a 5 degree curve to the right with a radius of 1146.28 feet a distance of 769.67 feet to a spiral; run thence on a bearing of North 87 degrees 14 minutes East 110 feet to a point; run thence on a bearing of 88 degrees 09 minutes East for a distance of 378.96 feet to a spiral; run thence on a bearing of 88 degrees 17 minutes East 40 feet to a point; thence run with a 2 degree curve to the right with a radius of 2864.93 feet a distance of 237.4 feet to the East boundary line of grantor's property, containing 4.45 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 414.

TRACT 23: Beginning at the Northeast corner of the Northwest Quarter of Section 5, Township 2 South, Range 8 East, run thence South along the East boundary line of said Quarter Section 70 feet; thence run South 43 degrees and 30 minutes West 1260 feet, more or less, to a ditch; thence run in a general Northeasterly direction along the meandering of the center of said ditch to the East boundary line of said Quarter Section; thence North to the point of beginning. Containing 2.3 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 419.

TRACT 24: A parcel of land lying in the North Half of the Southeast Quarter of Section 33, Township 1 South, Range 8 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a point on the West boundary line of the property of grantors, which is the West boundary line of the Southeast Quarter of Section 33, Township 1 South, Range 8 East, 237 feet North of the Southwest corner of grantor's property, at a stake; run thence with a spiral on a bearing of North 72 degrees 57 minutes East a distance of 13.2 feet; run thence with a 4 degree 00 minute curve to the right with a radius of 1432.69 feet a distance of 524.17 feet to a spiral; run thence on a

Initialed for _____ 9 Page 9 of 29
Identification _____

Schedule A

bearing of South 83 degrees 41 minutes East a distance of 90 feet; run thence on a bearing of South 83 degrees 05 minutes East a distance of 475.86 feet to a spiral; run thence on a bearing of South 83 degrees 41 minutes East a distance of 90 feet; run thence with a 4 degree 00 minute curve to the left with a radius of 1432.69 feet a distance of 132 92 feet to the East boundary line of the Northwest Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 8 East and the East boundary line of grantor's property, said point being 847 feet South of the Northeast corner of said Northwest Quarter of the Southeast Quarter. ALSO the following described property which constitutes a portion of the South side of grantee's right of way, and the Northeast Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 8 East, described as follows: Commencing at a point on the West boundary line of the Northeast Quarter of the Southeast Quarter of said Section 847 feet South of the Northwest corner thereof, same being the centerline of the grantee's right of way; run thence South 10 feet, more or less, to the corner of grantor's land; run thence East a distance of 94 feet to a point where grantor's land corners with property owned by Orba Jones; run thence South 35 feet, more or less, to the South boundary line of grantee's right of way; run thence West on a 4 degree curve to the right with a radius of 1432.69 feet a distance of 94 feet, more or less, to the West boundary line of the Northeast Quarter of the Southeast Quarter of said section; run thence North along said West boundary line a distance of 40 feet, more or less, to the point of beginning. Both pieces containing 3.12 acres.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 420.

TRACT 25: 0.06 acres, more or less, lying in the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 9 East, more particularly described as beginning at the Northwest corner of said Quarter Section; run thence East 76 feet; thence on a bearing of South 44 degrees 10 minutes West 110 feet, more or less, to the West boundary of said Quarter Section; run thence North 78 feet, more or less, to the point of beginning.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 429.

TRACT 26: A parcel of land in the Northwest Quarter of the Southwest Quarter of Section 29, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of grantors' property; run thence South 581 feet, more or less, to a stake which represents the centerline of the Corinth and Counce Railroad Company's right of way on the West boundary of grantors' property for a point of beginning; run thence on a bearing of North 71 degrees 0 minutes and 30 seconds East for a distance of 6.78 feet to a spiral; run thence with a spiral on a bearing of North 70 degrees 52 minutes 30 seconds East 40 feet; run thence on a 2 degree curve to the left with a radius of 2864.93 feet a distance of 575.84 feet to a spiral; run thence on a bearing of 58 degrees 49 minutes 30 seconds East 40 feet; run thence on a bearing of North 58 degrees 41 minutes 30 seconds East 584.98 feet to the North boundary line of the

Initialed for _____ 10 Page 10 of 29
Identification _____

Schedule A

Northeast Quarter of the Southwest Quarter of said section, containing 2.86 acres, more or less

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 431.

TRACT 27: A parcel of land lying in the Northwest Quarter of Section 35, Township 1 South, Range 8 East, said parcel of land being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 35; run South 80 feet, more or less, to a stake in the center of the Corinth and Counce Railroad Company's right of way; run thence on a bearing of South 89 degrees 30 minutes East, a distance of 1072.6 feet, more or less, to a stake in the West boundary line of grantor's property for a point of beginning; run thence on a bearing of South 89 degrees 30 minutes East 1415.8 feet to a spiral; thence on a bearing of South 89 degrees 22 minutes East 40 feet; thence on a 2 degree curve to the right with a radius of 2864.93 feet a distance of 136.8 feet to the East boundary line of grantor's property, containing 3.66 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 432.

TRACT 28: A parcel of land lying in the Northwest Quarter of the Southeast Quarter of Section 30, Township 1 South, Range 9 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a point on the West boundary line of the Northwest Quarter of the Southeast Quarter of Section 30, Township 1, Range 9 East 1100 feet, more or less, South of the Northwest corner thereof at a stake; some being the West boundary line of grantor for a beginning point; run thence on a 2 degree curve to the right with a radius of 2864.93 feet for a distance of 256.8 feet to a spiral; thence on a bearing of South 81 degrees 18 minutes East 40 feet to a point of tangent; thence on a bearing of South 81 degrees 10 minutes East 443.6 feet to a field road and the East boundary line of grantor's property, containing 1.70 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 444.

TRACT 29: Lying and being in the Northeast Quarter of Section 5, Township 2 South, Range 8 East and more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 5, Township 2 South, Range 8 East (assumed to be in the center of Kendrick Road) and run South to the South right-of-way line of the Kendrick Road; run thence East along the South right-of-way line of Kendrick Road 180 feet, more or less, to the ditch; run thence in a Southwesterly direction 320 feet, more or less, to a point 240 feet South of the point of beginning; run thence North 240 feet to the center of the Kendrick Road and the point of beginning. Containing therein .75 acres, more or less.

Initialed for
Identification _____

11

Page 11 of 29

Schedule A

LESS AND EXCEPT: All minerals and mineral rights in and under the above described property

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 447

TRACT 30: .04 acres, more or less, lying in the southwest Quarter of the Southeast Quarter of Section 32, Township 1 South, Range 8 East, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 32, Township 1 South, Range 8 East; run West 112 rods in the center of the Kendrick Paved Road; thence North along a fence representing the East boundary line of grantors property 229.5 feet to a stake for a point of beginning; run thence North 25 feet; thence in a Southwesterly direction along an old fence line 78 feet to a point; thence on a spiral bearing North 81 degrees 57 minutes 24 seconds East 36.7 feet; thence on a bearing of North 84 degrees 20 minutes East 30.3 feet, more or less, to the point of beginning.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 449.

TRACT 31: A parcel of land lying in the Northeast Quarter of Section 35, Township 1 South, Range 8 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a point on the West boundary line of the Southwest Quarter of the Northeast Quarter of Section 35, 1430 feet, more or less, South of the Northwest corner of the Northeast Quarter of Section 35 at a stake; run thence in an Easterly direction with a 2 degree curve to the right having a radius of 2864.93 feet, 590 feet, more or less, to the East boundary line of grantor's property, containing 1.35 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 453.

TRACT 32: A parcel of land lying in the Southeast Quarter of the Northwest Quarter of Section 29, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a point on the South boundary line of the Southeast Quarter of the Northwest Quarter of Section 29, Township 1 South, Range 9 East at a point 900 feet, more or less, West of the Southeast corner thereof at a stake on the South boundary line of grantor's property, same representing the centerline of the right of way of the Corinth and Counce Railroad; run thence on a bearing of North 58 degrees 41 minutes 30 seconds East 768 feet to the Northeast boundary of grantor's property to a stake, containing 1.76 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 459.

TRACT 33: A strip of land lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 2 South, Range 8 East, the point of beginning being located from the following described line.

Initialed for _____ 12 Page 12 of 29
Identification _____

Schedule A

Begin at an iron pin marking the Northeast corner of the Southeast Quarter of Section 6; thence due West along the center line of Section 6, 334 feet, more or less, to the fence corner marking the property line between Stockton and McPeters; thence due South along said property line 160.0 feet, more or less, to a stake, said stake being the beginning point of the above mentioned strip of land which is more particularly described as follows:

A parcel of land being 200 feet in width and lying 100 feet on each side of the following described line. Begin at the aforementioned stake in the Stockton-McPeters property line; thence Westerly on a bearing of South 77 degrees 51 minutes West 652 feet to the East line of a county (gravel) road, containing 2.994 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 473

TRACT 34: A strip of land lying on the East side of Section 6, and the West side of Section 5, Township 2 South, Range 8 East, more particularly described as follows:

Beginning at an iron pin marking the Northeast corner of the Southeast Quarter of Section 6; run thence due West along the centerline of Section 6, 334 feet, more or less, to the fence corner marking the property lying between McPeters and Stockton; thence due South along said property line 59 feet, more or less, for a true point of beginning; run thence South along the property line 202 feet, more or less, to a point; run thence on a bearing of North 77 degrees 51 minutes East 424 feet, more or less, to a point; run thence with a curve to the left with a radius of 919.02 feet a distance of 250 feet, more or less, to a point; run thence on a bearing of North 62 degrees 22 minutes East a distance of 236 feet, more or less, to a point; run thence on a bearing of North 43 degrees 19 minutes East a distance of 615 feet, more or less, to a point; run thence on a bearing of South 62 degrees 22 minutes West 820 feet, more or less, to a point; run thence with a curve to the right with a radius of 719.02 feet for a distance of 200 feet, more or less, to a point; run thence on a bearing of South 77 degrees 51 minutes West for a distance of 380 feet, more or less, to the point of beginning, containing 5.39 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 475.

TRACT 35: A parcel of land lying in the Southeast Quarter of Section 32, Township 1 South, Range 8 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at a stake in the West boundary line of property owned by grantors 282 feet, more or less, North of the Southwest corner of their property; run thence on a bearing of North 84 degrees 20 minutes East 266.4 feet to a spiral; run thence on a bearing of North 83 degrees 42 minutes 48 seconds East 90 feet to a point; thence run with a 4 degree 15 minute curve to the left with a radius of 1348.45 feet a distance of 738.55 feet to a spiral; thence on a bearing of North 49 degrees 45 minutes 42 seconds East 90 feet to a point; thence North 49 degrees

Initialed for _____
Identification _____

07 minutes 30 seconds East 20.13 feet to a spiral; thence run on a bearing of North 49 degrees 43 minutes 30 seconds East 90 feet to a point; thence run along a 4 degree curve to the right with a radius of 1432.69 feet a distance of 535.21 feet to a spiral; run thence on a bearing of North 74 degrees 44 minutes East 90 feet to a point; run thence on a bearing of North 74 degrees 08 minutes East 117.7 feet to the East boundary line of grantor's property, same being 1033 feet, more or less, North of the Southeast corner of grantor's property, containing 4.63 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 476.

TRACT 36: 5.3 acres, more or less, in the Northwest Quarter of Section 5, Township 2 South, Range 8 East, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section 5, Township 2 South, Range 8 East; run in a Southerly direction along the West of Section 5 for a distance of 95 feet, more or less, to a point on the center line of the Corinth and Counce Railroad Right-of-Way; thence run North 77 degrees 51 minutes East for a distance of 65 feet, more or less, to a point; thence run Northerly 221.2 feet on a curve with a radius of 819.02 feet to a point; thence run North 62 degrees 22 minutes East for a distance of 80 feet, more or less, to a point; thence run North 27 degrees 38 minutes West for a distance of 100 feet to a point on the North right of way of the Corinth and Counce Railroad, said point being the point of beginning of the above mentioned property which is more particularly described as follows:

Begin at the point of beginning described above; thence run North 43 degrees 19 minutes East for a distance of 1190 feet, more or less, to a point on the property line between Thomas and McPeters; thence run Easterly along the line between Thomas and McPeters for a distance of 330 feet, more or less, to a point; thence run South 43 degrees 19 minutes West for a distance of 720 feet, more or less, to a point; thence run South 62 degrees 22 minutes West for a distance of 475 feet, more or less, to the point of beginning.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 477.

TRACT 37: Beginning at the Northeast corner of the Northwest Quarter of Section 5, Township 2 South, Range 8 East, run West 2 rods; thence South to a ditch; thence Southwestwardly with meanderings of said ditch (ditch varies slightly from a bearing of South 49 degrees 30 minutes West) a distance of 86 rods, more or less, to a point where said ditch intersects the East boundary line of a 60 acre tract owned by Mr. Thomas; thence South 28 rods to Southwest corner of said tract; thence East 64 rods to the Southeast corner of said tract; thence North 100 rods to the point of beginning. Containing 23 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 478.

TRACT 38: A parcel of land lying partly in Section 33, and partly in Section 34, Township 1 South, Range 8 East,

Initialed for _____ 14 Page 14 of 29
Identification _____

said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 8 East; run thence South 847 feet to a stake for a point of beginning; run thence with a 4 degree curve to the left with a radius of 1432.69 feet for a distance of 465 feet to a spiral; run thence on a bearing with said spiral North 70 degrees 0 minutes East 90 feet to a point; run thence on a bearing of North 69 degrees 24 minutes East 428.46 feet to a spiral; run thence on a bearing of North 68 degrees 48 minutes East 50 feet to a point; run thence with a 3 degree curve to the left with a radius of 1910.08 feet a distance of 405.37 feet to a spiral; run thence on a bearing of North 55 degrees 59 minutes 20 seconds East 50 feet; run thence on a bearing of North 55 degrees 44 minutes 20 seconds East 450 feet to property line between grantor and B. J. Flanagan.

LESS AND EXCEPT: Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 8 East; run thence South 847 feet to a stake; run thence East 94 feet; thence South 35 feet; thence with a 4 degree curve to the right having a radius 1432.69 feet 94 feet to the West boundary line of said Northeast Quarter of the Southeast Quarter of Section 33; run thence North along the said West boundary line to the point of beginning.

ALSO: A parcel 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Southwest corner of the southwest Quarter of the Northwest Quarter of Section 34, Township 1 South, Range 8 East; run thence East 700 feet, more or less, to a stake for a point of beginning; run thence on a bearing of North 55 degrees 44 minutes 20 seconds East 230 feet, more or less, to a spiral; run thence on a bearing of North 55 degrees 52 minutes 20 seconds East 40 feet to a point; run thence on a 2 degree curve to the right with a radius of 2864.93 feet a distance of 242.20 feet to a spiral; run thence on a bearing of North 61 degrees 15 minutes East 40 feet to a point; run thence North 61 degrees 23 minutes East 1706.7 feet to the center of Seven Mile Canal and the Northwest boundary of grantor's property, containing 9.19 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 112 at page 480.

TRACT 39: Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 34, Township 1, Range 8 East, run South 125 feet for a point of beginning; run thence South along said Quarter Section line to the center of Seven Mile Canal; run thence in a Northwesterly direction along the center of Seven Mile Canal 135 feet, more or less, to a point; run thence on a bearing of North 61 degrees 23 minutes East 140 feet, more or less, to the point of beginning, containing 0.16 acres, more or less.

LESS AND EXCEPT: A strip of land along the South side 30 feet in width which represents the right of way of Seven Mile Canal.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County

Initialed for _____ 15 Page 15 of 29
Identification _____

land records in Land Deed Book 112 at page 481

TRACT 40: Lying and being in the Southeast Quarter of Section 32, Township 1, Range 8, of Alcorn County, Mississippi, and more particularly described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of Section 32, Township 1, Range 8, and run East 160 rods, more or less, to the Northeast Corner of said Quarter Section; run thence South along the East boundary line of said quarter section for 60 rods; thence West parallel to the North boundary line of said quarter section 160 rods, more or less, to the West boundary line of said quarter section; run thence North 60 rods, more or less, to the point of beginning. Containing therein 60 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 150 at page 223.

LESS AND EXCEPT: All right, title and interest in and to the oil, gas, and other hydrocarbon substances and all other minerals of every sort, kind and description, save and except sand, gravel and water, in and under the above described property. This interest conveyed by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 194 at page 330.

LESS AND EXCEPT: Commencing at the Northwest corner of the Southeast Quarter of Section 32, Township 1 South, Range 8 East, Alcorn County, Mississippi, said corner being in the center of an existing road; Said Point of Beginning is at Centerline Station 37+11.40 of proposed Appalachian Access Highway Project No. APL-0002(17)B - Part "B"; thence run North 89 degrees, 57 minutes, 29 seconds East for a distance of 50.0 feet; thence run South 00 degrees, 02 minutes, 31 seconds East for a distance of 433.90 feet to a point 50.0 feet East of the Point of Tangency (P.T.) of a 2 degree simple circular curve with the following centerline characteristics: Delta Angle = 21 Degrees, 27 minutes Lt.; Degree of Curve = 2 Degrees; Tangent = 542.60 Feet; Length = 1072.50 Feet; External = 50.94 Feet; thence run Southerly along a line East of and parallel to the centerline of said 2 degree curve of said proposed project for a distance of 539.0 feet, more or less, to a point where the said East right-of-way of said proposed project intersects the centerline of the old existing road; thence run Northerly along the centerline of said existing road for a distance of 965.40 feet, more or less, to THE POINT OF BEGINNING.

All lying and being in the Southeast Quarter of Section 32, Township 1 South, Range 8 East, Alcorn County, Mississippi, and containing 0.79 acres, more or less.

This parcel was conveyed by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 253 at page 352.

TRACT 41: Beginning at the Southwest Corner of Section 33, Township 1 South, Range 8 East; thence run North 974 feet for a true point of beginning; thence run North 73 degrees 45 minutes East 682 feet, more or less, to a point 40 rods East of the West line of said section; thence run North 1481 feet, more or less, to the North boundary line of the Southwest Quarter of Section 33, Township 1 South, Range 8 East; run thence West 40 rods to the Northwest Corner of the said quarter section; run

Initialed for

16

Page 16 of 29

Identification _____

Schedule A

thence South 1666 feet, more or less, to the beginning point.

LESS AND EXCEPT: The right of way conveyed to the Corinth and Counce Railroad Company by William F. Seago and wife, Ella Seago, as evidenced by the instrument recorded in the land records of Alcorn County, Mississippi, in Deed Book 112, page 397.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 150 at page 224.

LESS AND EXCEPT: All right, title and interest in and to the oil, gas, and other hydrocarbon substances and all other minerals of every sort, kind and description, save and except sand, gravel and water, in and under the above described property. This interest conveyed by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 194 at page 330.

TRACT 42: Beginning at the Northwest Corner of the Southwest Quarter of Section 33, Township 1 South, Range 8 East, Alcorn county, Mississippi; thence run East along the North line of said Section 661 feet to the true point of beginning; thence continuing East along the North line of said quarter section 2029.5 feet, more or less, to a fence corner and the Northeast Corner of said quarter section; thence run South 773.5 feet to the North right-of-way line of the Corinth & Counce Railroad; thence run Southwesterly along said North right-of-way line of said Railroad 2093 feet to a point directly South of the true point of beginning; thence run North 1387.3 feet to the point of beginning, containing 50.12 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 156 at page 353.

LESS AND EXCEPT: All right, title and interest in and to the oil, gas, and other hydrocarbon substances and all other minerals of every sort, kind and description, save and except sand, gravel and water, in and under the above described property. This interest conveyed by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 194 at page 330.

TRACT 43: Beginning at the Northeast Corner of the Southwest Quarter of Section 34, Township 1, Range 8, and run thence West along a fence line 1848 feet to a fence corner; thence South 11 degrees 30 minutes East along a fence line 1590.5 feet to a fence corner; thence South 69 degrees 30 minutes West along a fence 64 feet to a fence corner; thence South 10 degrees 45 minutes East along a fence 340 feet to the North right of way of Kendrick Road; thence in a Westerly direction along the North right of way of Kendrick Road 1148 feet to a stake in a ditch on the East side of a driveway to a milk barn; thence North 5 degrees 00 minutes West along said ditch 245 feet to a stake; thence South 86 degrees 15 minutes West parallel with and 20 feet North of the North wall of said milk barn 260 feet to a stake; thence South 2 degrees 30 minutes East 100 feet to a fence corner, said fence corner being in the Southeast Quarter of Section 33, Township 1, Range 8; thence South 80 degrees 45 minutes West along a fence 409 feet to a fence corner; thence north along a fence line 858 feet to a fence corner and an iron pin; thence West along a fence line

Initialed for _____
Identification _____

17

Page 17 of 29

Schedule A

627 feet to a fence corner, and an iron pin, said fence corner and iron pin being on the West boundary line of the East Half of the Southeast Quarter of Section 33, Township 1, Range 8; thence North along a fence line and along the West boundary line of the East Half of said quarter section 1267 feet; thence West 408 feet to the East right of way of a county road; thence North along said East right of way of said county road 20 feet; thence East along a fence line 408 feet to a fence corner; said fence corner being on the West boundary line of the East Half of the Northeast Quarter of Section 33, Township 1, Range 8; thence North along a fence line and along the West boundary line of the East Half of the Northeast Quarter of Section 33, Township 1, Range 8, 331 feet to a fence corner; thence East along a fence line 1221 feet to an iron pin at the head of a ditch; thence Northeasterly along said ditch 570 feet to a fence; thence North 76 degrees 30 minutes East along said fence 1122 feet to a ditch; thence Easterly along said ditch 878 feet to the intersection of said ditch with the Seven Mile Drainage Canal; thence Northwesterly along Seven Mile Drainage Canal 2772 feet to the intersection of a fence line located in the Southwest Quarter of Section 27, Township 1, Range 8; thence East along said fence 1122 feet to a fence corner located on the West boundary line of the East Half of the Southwest Quarter of Section 27, Township 1, Range 8; thence South along a fence line, said fence being the West boundary line of the East Half of the Southwest Quarter of Section 27, Township 1, Range 8, 660 feet to the South boundary line of the Southwest Quarter of Section 27, Township 1, Range 8; thence East along a fence line and along the South boundary line of the Southwest Quarter of Section 27, Township 1, Range 8, 1320 feet to the Southeast Corner of the Southwest Quarter of Section 27, Township 1, Range 8 and the Northeast Corner of the Northwest Quarter of Section 34, Township 1, Range 8; thence South along a fence line and along the East boundary line of the Northwest Quarter of Section 34, Township 1, Range 8, 2640 feet to the point of beginning, lying in the Northwest Quarter of Section 34, Township 1, Range 8, the Southwest Quarter of Section 27, Township 1, Range 8, and the Northeast Quarter of Section 33, Township 1, Range 8, containing 248.6 acres.

LESS AND EXCEPT: The right of way of the Corinth and Counce Railroad and subject to gas, TVA and telephone easements.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 155 at page 203.

LESS AND EXCEPT: All right, title and interest in and to the oil, gas, and other hydrocarbon substances and all other minerals of every sort, kind and description, save and except sand, gravel and water, in and under the above described property. This interest conveyed by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 194 at page 330.

LESS AND EXCEPT: Beginning at the Northeast Corner of the Southwest Quarter of Section 34, Township 1, Range 8, and run thence West along a fence line 1848 feet to a fence corner; thence South 11 degrees 30 minutes East along a fence line 1590.5 feet to a fence corner; thence South 69 degrees 30 minutes West along a fence 64 feet to a fence corner; thence South 10 degrees 45 minutes East along a fence 340 feet to the North right of way of Kendrick Road; thence in a Westerly direction along the

Initialed for _____
Identification _____

18

Page 18 of 29

Schedule A

North right of way of Kendrick Road 1148 feet to a stake in a ditch on the East side of a driveway to a milk barn; thence North 5 degrees 00 minutes West along said ditch 245 feet to a stake; thence South 86 degrees 15 minutes West parallel with and 20 feet North of the North wall of said milk barn 260 feet to a stake; thence South 2 degrees 30 minutes East 100 feet to a fence corner, said fence corner being in the Southeast Quarter of Section 33, Township 1, Range 8; thence South 80 degrees 45 minutes West along a fence 409 feet to a fence corner; thence north along a fence line 858 feet to a fence corner and an iron pin; thence West along a fence line 627 feet to a fence corner, and an iron pin, said fence corner and iron pin being on the West boundary line of the East Half of the Southeast Quarter of Section 33, Township 1, Range 8; thence North along the West boundary line of the East Half of said quarter section to the point where said boundary intersects the South boundary of the Corinth and Counce Railroad Company right-of-way, said right-of-way boundary being parallel to and fifty feet distant from, at right angles, the centerline of said railroad; thence in an Easterly direction along the Southern right-of-way boundary of the railroad approximately 4450 feet to where said boundary intersects the East boundary of the Northwest Quarter of Section 34, Township 1, Range 8; thence South to the point of beginning; lying in the West Half of Section 34, Township 1, Range 8, and the Southeast Quarter of Section 33, Township 1, Range 8, Alcorn County, Mississippi.

This parcel was conveyed by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 192 at page 72.

TRACT 44: Land lying in the Southeast Quarter of Section 32, Township 1 South, Range 8 East, Alcorn County, Mississippi, and described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of section 32, Township 1 South, Range 8 East, Alcorn County, Mississippi; thence run East 760 feet; thence run North 13.7 feet to the true point of beginning; thence run North 10 feet, thence run North 78 degrees 49 minutes West 438.32 feet to the intersection with the Southeasterly right-of-way boundary of The Corinth and Counce Railroad Company; thence Northeasterly along the Southeasterly railroad right-of-way boundary to the intersection with the East boundary of a tract of land conveyed to LeRoy Voyles, et ux as shown by deed recorded in the office of the Chancery Clerk of Alcorn County, Mississippi, in Deed Book 70 at page 186 thereof; thence South 217.3 feet to the North right-of-way boundary of Kendrick Road, thence West 32 feet along the North boundary of Kendrick Road to the point of beginning, containing 1.985 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 201 at page 415.

TRACT 45: The following tracts of property located in Sections 5 and 6, Township 2 South, Range 8 East, Alcorn County, Mississippi, containing a total of 17.57 acres, more or less, and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of Section 5, Township 2 South, Range 8 East, run North along the West boundary of said quarter section 12.9 feet, more or less, to the intersection of the North

Initialed for
Identification _____

boundary of The Corinth and Counce Railroad Company right of way, said intersection being the true point of beginning; thence continue North along the West boundary of said quarter section 977.1 feet, more or less, to the intersection of property line lying between McPeters and Thomas; thence run East 1,114 feet, more or less, to the intersection of the Northwest boundary of The Corinth and Counce Railroad Company right of way; thence on a bearing of South 43 degrees 19 minutes West, run 1,219.54 feet, more or less, along the Northwest right of way boundary of The Corinth and Counce Railroad Company; thence run along a curve having a chord bearing and distance of South 70 degrees 04 minutes West 194.74 feet; thence run on a bearing of South 77 degrees 51 minutes West 39.3 feet, more or less, to the point of beginning; containing 14.57 acres, more or less.

ALSO: Commencing at the Northeast Corner of the Southeast Quarter of Section 6, Township 2 South, Range 8 East; run West along the North boundary of said quarter section 60 feet to a point where the North boundary line of The Corinth and Counce Railroad Company right of way intersects the North boundary of said quarter section, said point of intersection being the true point of beginning; thence continue West along the North boundary of said quarter section 274 feet, more or less, to the fence corner marking the property line lying between McPeters and Stockton; thence run due South along said property line 59 feet, more or less, to the North boundary of The Corinth and Counce Railroad Company right of way; thence on a bearing of North 77 degrees 51 minutes East run 280.3 feet, along the North boundary of said railroad right of way to the point of beginning, containing .18 acre, more or less.

ALSO: Commencing at the Northeast Corner of the Northwest Quarter of Section 5, Township 2 South, Range 8 East, Alcorn County, Mississippi; said point being in the centerline of Kendrick Road; thence run South 1 degree 06 minutes West 1,650 feet; thence run West 937.26 feet to the true point of beginning; thence continue West along the same line 250.0 feet; thence run South 43 degrees 19 minutes West 1,352.55 feet; thence run North 50 degrees 07 minutes East 1,534.87 to the point of beginning; said tract containing 2.82 acres, more or less.

LESS AND EXCEPT: All gas, oil and other mineral rights.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 209 at page 443.

TRACT 46: Beginning at the Southeast Corner of the Southwest Quarter of Section 33, township 1 South, Range 8 East in Alcorn County, Mississippi and run West 560 feet and thence North 30 feet more or less to the North right-of-way of the Corinth-Kendrick Road for a true point of beginning; run thence West along the North right-of-way line of the Corinth-Kendrick Road 100 feet; run thence North 1,569 feet more or less to the South right-of-way line of the Corinth and Counce Railroad; run thence on a bearing of North 72 degrees 21 minutes East along the South right-of-way of the Corinth and Counce Railroad to a point due North of the true point of beginning; and run thence South to the true point of beginning, containing 3.63 acres more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County

Initialed for _____ 20 Page 20 of 29
Identification _____

Schedule A

TRACT 47: Beginning at a point on the East boundary line of grantor's property also being the East boundary of the Northwest Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 8 East, Alcorn County, Mississippi, 696.08 feet South of the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said section; thence run South along a fence 100.61 feet to a point on the North right of way line of the Corinth and Counce Railroad; thence run Westerly 412.42 feet along the North right of way line of the Corinth and Counce Railroad to the East right of way line of a public road; thence run North 0 degrees 46 minutes West 100.91 feet along the East right of way line of said public road to a point 100 feet North of and perpendicular to the North right of way line of the Corinth and Counce Railroad; thence run South 83 degrees 05 minutes East 203 feet to a spiral; thence run South 83 degrees 41 minutes East 90 feet along said spiral; thence run along a circular curve having a radius of 1282.69 feet and a D of 3 degrees 35 minutes for a distance of 132.92 feet, more or less, to the point of beginning, containing 0.97 acres, more or less.

ALSO: Beginning at a point on the West Boundary of grantor's property also being the West boundary of the Southeast Quarter of Section 33, Township 1 South, Range 8 East, Alcorn County, Mississippi, 289.5 feet North of the Southwest corner of grantor's property at a stake on the North right of way line of the Corinth and Counce Railroad for and as a true point of beginning; thence run North along a fence 102.5 feet to a stake in a fence line; thence run East 390 feet to a stake; thence run Easterly with a 3 degree 44 minute curve concentric to and 100 feet North of the centerline of the Corinth and Counce Railroad a distance of 154 feet to a spiral 90 feet in length and a delta of 1.8 degrees right; thence along said spiral 40 feet; thence run South 89 degrees 54 minutes East 295.4 feet, more or less, to the West right of way line of Henderson Road; thence run South 0 degrees 05 minutes West 37.2 feet; South 4 degrees 00 minutes East 50 .75 feet along said West right of way to the North right of way line of the Corinth and Counce Railroad; thence run Westerly 895.34 feet along the North right of way line of the Corinth and Counce Railroad to grantor's West property line being more particularly described as follows: run thence North 83 degrees 05 minutes West 260 feet to a spiral; run thence North 83 degrees 41 minutes West along the chord of a 90-foot spiral; run thence along a circular curve having a D of 3 degrees 52 minutes and a delta of 24 degrees 34 minutes left 545.34 feet, more or less, to a fence, a stake and the true point of beginning, containing 1.358 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 218 at page 343.

TRACT 48: Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 8 East, Alcorn County, Mississippi; thence run South along a fence 696.08 feet; thence run Northwesterly along a circular curve with a Radius of 1,282.69 feet and a Delta of 3 degrees 35 minutes for 132.92 feet, more or less, to a spiral; thence run North 83 degrees 41 minutes West along said spiral 90 feet; thence run North 83 degrees 05 minutes West 203 feet to the East right of way line of Henderson

Initialed for _____
Identification _____

Road; thence run along said East right of way line North 0 degrees 27 minutes East 895.31 feet; thence run East 408 feet; thence run South along a fence line for 257 feet to the point of beginning, containing 8 71 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Alcorn County land records in Land Deed Book 237 at page 69.

EASEMENT 1: An Easement across the Seven Mile Drainage District as more particularly described in that certain instrument entitled Resolution Authorizing a Permanent Easement for Construction of Railroad Across Seven Mile Drainage District Right of Way in Alcorn County and Tishomingo Counties, Mississippi, dated May 19, 1959, and recorded in the land records of Alcorn County in Land Deed Book 113 at pages 188-189.

EASEMENT 2: An Easement for purposes of ingress and egress granted to Corinth and Counce Railroad by instrument dated February 18, 1980, and recorded in the Alcorn County land records in Land Deed Book 198 at pages 149-152, and more particularly described as follows:

A 60 foot easement being 30 feet each side of the following described centerline:

Commencing at the Southwest Corner of the Northeast Quarter of Section 34, Township 1 South, Range 8 East, Alcorn County, Mississippi; thence run North 0 degrees 08 minutes East 909.84 feet; thence run North 51 degrees 55 minutes West 221.58 feet to the centerline of the Corinth-Counce Railroad for the point of beginning; thence run South 51 degrees 55 minutes East 221.58 feet; thence run South 53 degrees 43 minutes East 243.25 feet to the point of curvature of a curve to the right having the following characteristics, Delta 41 degrees 03 minutes, Radius 266.8 feet, Tangent 100 feet, degree of curve 21 degrees 28 minutes length 191.15 feet; thence Southeasterly along said curve 191.15 feet; thence run South 12 degrees 40 minutes East 115.15 feet to the point of curvature of a curve to the left having the following characteristics: Delta 36 degrees 01 minute, Radius 225.45 feet, Tangent 73.75 feet, Degree of curve 25 degrees 26 minutes, Length 141.75 feet; thence run Southeasterly along said curve 141.75 feet to the point of curvature of a curve to the left having the following characteristics: Delta 42 degrees 23 minutes, Radius 180 feet, Tangent 69.75 feet, Degree of curve 31 degrees 50 minutes, Length 133.15 feet; thence in a Southeasterly direction along said curve 133.15 feet; thence run North 88 degrees 56 minutes East 137.57 feet to the point of curvature of a curve to the right having the following characteristics: Delta 22 degrees 02 minutes, Radius 530 feet, Tangent 103.18; Degree of curve 10 degrees 49 minutes, Length 203.82 feet; thence run in a Easterly direction along said curve 203.82 feet; thence run South 69 degrees 02 minutes East 276.16 feet to the centerline of Kendrick Road and the End of said Easement.

EASEMENT 3: A Permanent Easement granted to The Corinth & Counce Railroad Company by instrument dated April 14, 1987, and recorded in the Alcorn County land records in Land Deed Book 232 at page 525, to construct, operate, maintain, service and repair a driveway and parking lot for the Railroad's Corinth Office in, on, over and across the following described real property:

Beginning at the Northeast corner of the Northwest

Initialed for _____
Identification _____

Quarter of Section 5, Township 2 South, Range 8 East, Alcorn County, Mississippi; thence run West 34 feet; thence run South 104.7 feet to a point on Northwest boundary of The Corinth & Counce Railroad Company right-of-way; thence run South 43 degrees 30 minutes West 30 feet along the Northwest boundary of Railroad right-of-way to the true point of beginning; thence run West 10 feet; thence run North 76 degrees 52 minutes West 254.59 feet; thence run South 51.34 feet; thence run South 76 degrees 52 minutes East 121.7 feet; thence run South 9 degrees 2 minutes 18" East 109.06 feet to a point on the Northwest boundary of The Corinth & Counce Railroad Company right-of-way; thence run North 43 degrees 30 minutes East, 177.63 feet, along the North boundary of railroad right-of-way to the point of beginning, containing within the easement 17,200 square feet or 0.39 acres.

SUBJECT TO: A Transmission Line Easement granted to the United State of America dated August 13, 1970, and recorded in the Alcorn County land records in Land Deed Book 152 at pages 287-288.

TISHOMINGO COUNTY, MISSISSIPPI

Situated in the County of Tishomingo, State of Mississippi, to-wit:

TRACT 49: A parcel of land lying partly in the Northeast Quarter of Section 29, partly in the Northwest Quarter of Section 28, and partly in the Southwest Quarter of Section 21, in Township 1 South, Range 9 East, same being partly in Alcorn and partly in Tishomingo Counties, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Southwest corner of the Southwest Quarter of the Northeast of Section 29, Township 1 South, Range 9 East; run thence North along said Quarter Section line 615 feet, more or less, to a stake on the West boundary line of grantor's property, representing the centerline of the right of way of the Corinth and Counce Railroad Company for a beginning point; run thence on a bearing of North 58 degrees 41 minutes 30 seconds East 3074 feet to the East boundary of Section 29 and the West boundary of Section 28, continue thence on the same bearing for a distance of 108 feet, more or less, to a spiral; run thence on a bearing of 58 degrees 49 minutes 30 seconds East 40 feet to a point; run thence with a 2 degree curve to the right with a radius of 2864.93 feet for a distance of 620 feet to a spiral; run thence on a bearing of 71 degrees 45 minutes 30 seconds East 40 feet; run thence on a bearing of North 71 degrees 53 minutes 30 seconds East 1051.54 feet to a spiral; run thence on a bearing of North 71 degrees 45 minutes 30 seconds East 40 feet to a point; run thence with a 2 degree curve to the left with a radius of 2864.93 feet a distance of 669.17 feet to a spiral; thence on a bearing of North 57 degrees 50 minutes 30 seconds East 40 feet to a point; thence on a bearing on North 57 degrees 42 minutes 30 seconds East 305 feet, more or less, to the East boundary line of grantor's property, containing 13.75 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book P-36 at page 109.

TRACT 50: A parcel of land lying in the Northeast

Initialed for
Identification

23

Page 23 of 29

Schedule A

Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 9 East, said parcel being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 1 South, Range 9 East, run thence South 820 feet, more or less, to a stake; thence East 665 feet, more or less, to a stake on the West boundary line of grantors' property for a point of beginning; thence in an Easterly direction 400.2 feet on an 8 degree curve to the right with a radius of 716.78 feet to a spiral; thence Easterly on a bearing South 85 degrees 27 minutes 48 seconds East 180 feet to a tangent; thence on a bearing of South 83 degrees 0.4 minutes East 195.81 feet to a spiral; thence Easterly 110 feet on a bearing of South 83 degrees 59 minutes East to a point; thence 309.67 feet on a 5 degree curve to the left with a radius of 1146.28 feet to a spiral; thence 110 feet on a bearing of North 76 degrees 52 minutes East to a tangent; thence on a bearing of North 75 degrees 57 minutes East 198.50 feet to a spiral; thence North 75 degrees 54 minutes East 94.2 feet to a creek and the East boundary line of grantors, containing 3.74 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book P-36 at page 110.

TRACT 51: A strip of land lying in the Northeast Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northeast corner of the Northwest Quarter of Section 22, Township 1 South, Range 9 East; run South 600 feet, more or less, to a stake; thence West 390 feet, more or less, to the West boundary line of grantor's property to a stake, same representing the centerline of the right of way of the Corinth and Counce Railroad, as a point of beginning; run thence with a 1 degree curve to the left with a radius of 5729.65 feet, a distance of 220 feet to a spiral; run thence on a bearing of North 72 degrees 33 minutes 30 seconds East 30 feet to a point; run thence on a bearing of North 72 degrees 30 minutes 30 seconds East 540.45 feet to a spiral; run thence on a bearing of North 71 degrees 35 minutes and 30 seconds East 110 feet; run thence on a 5 degree curve to the left with a radius of 1146.28 feet, a distance of 473 feet to a spiral; run thence on a bearing of North 44 degrees 16 minutes 30 seconds East 76.3 feet to the North boundary line of grantor and the North boundary line of Section 22 said point being 408 feet West of the Northeast corner thereof, containing 3.33 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book P-36 at page 111.

TRACT 52: A parcel of land being 100 feet, more or less, in width and lying 50 feet, more or less, on each side of the following described line:

Beginning at the Southeast corner of Section 15, Township 1 South, Range 9 East, in Tishomingo County, Mississippi, proceed in a westerly direction along the south line of Section 15 for a distance of 498 feet, more or less, to

Initialed for _____
Identification _____

24

Page 24 of 29

Schedule A

a point on the centerline of the Corinth and Counce Railroad, said point being the point of beginning of this description; thence proceed on a bearing on N 44 degrees 16 minutes 30 seconds E for a distance of 33.7 feet to a point; thence proceed on a bearing of N 43 degrees 21 minutes 30 second E for a distance of 247.1 feet to a point; thence proceed on a bearing of 42 degrees 26 minutes 30 seconds E for a distance of 110.0 feet to a point; thence proceed along a 5 degree 00 minutes curve to the left with a radius of 1146.28 feet for a distance of 528.67 feet to a point; thence proceed on a bearing of N 7 degrees 20 minutes 30 seconds East for a distance of 110.0 feet to a point; thence proceed on a bearing of N 6 degrees 25 minutes 30 seconds E for a distance of 288.76 feet to a point; thence proceed along a 0 degree 30 minutes curve to the right with a radius of 11,459.2 feet for a distance of 66.67 feet to a point; thence proceed on a bearing of N 6 degrees 45 minutes 30 seconds E for a distance of 1198.73 feet to a point; thence proceed on a bearing N 7 degrees 40 minutes 30 seconds E for a distance of 110.0 feet to a point; thence proceed 5 degrees 00 minutes curve to the right with a radius of 1146.28 feet for a distance of 229 feet more or less to a point on the Tennessee - Mississippi State Line, said point being 273 feet more or less to the east of a steel stake marking the Northwest corner of Section 14, Township 1 South, Range 9 East, and also being on the Tennessee - Mississippi State Line.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book P-36 at page 112.

TRACT 53: A parcel of land lying partly in the East side of Section 21, Township 1 South, Range 9 East, and partly in the West side of Section 22, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 21, Township 1 South, Range 9 East; run thence South along the West boundary line of said Quarter Section 650 feet, more or less, to a stake and to the centerline of the Corinth and Counce Railroad Company; run thence on a bearing of North 57 degrees 42 minutes 30 seconds East 852.84 feet to a spiral; run thence on a bearing of North 57 degrees 50 minutes 30 seconds East 40 feet; run thence with a 2 degree curve to the left with the radius of 2864.93 feet for a distance of 1119.5 feet to a point on the boundary line between Miss Kate Sharp's property and the Sharp estate property for a beginning; continue thence on the said 2 degree curve 48 feet to a spiral; run thence on a bearing of North 37 degrees 23 minutes 30 seconds East 40 feet; run thence on a bearing 37 degrees 15 minutes 30 seconds East 1608 feet, more or less, to a spiral in the Southeast Quarter of the Northeast Quarter of said section; thence on a bearing of north 37 degrees 30 minutes 30 seconds East 50 feet; thence with a 3 degree curve to the right with a radius of 1910.08 feet a distance of 531.11 feet to a spiral in the Southwest Quarter of the Northwest Quarter of Section 22, Township 1 South, Range 9 East; run thence on a bearing of North 54 degrees 26 minutes 30 seconds East 50 feet to a point; thence on a bearing of North 54 degrees 41 minutes 30 seconds East 218.97 feet to a spiral; thence North 57 degrees 05 minutes 18 seconds East 180 feet; thence on a 6 degree curve to the right with a radius of 716.78 feet a distance of 229.34 feet to a spiral; thence North 85 degrees 01 minutes 20 seconds East 180 feet; thence

Initialed for _____
Identification _____

25

Page 25 of 29

Schedule A

North 87 degrees 25 minutes 08 seconds East 93 53 feet to a spiral; thence North 85 degrees 01 minutes 20 seconds East 180 feet; thence with an 8 degree curve to the left with a radius of 716.78 feet a distance of 481.24 feet to a spiral; thence North 37 degrees 52 minutes 34 seconds East 145 feet to a point; thence North 35 degrees 56 minutes 58 seconds East 4.5 feet to a spiral; thence North 37 degrees 52 minutes 34 seconds East 145 feet to; thence with an 8 degree curve to the right with a radius of 716.78 feet a distance of 200 feet, more or less, to the East boundary line of grantors' property, located in the Northeast Quarter of the Northwest Quarter of Section 22, Township 1 South, Range 9 East, said point being 665 feet, more or less, East of the West boundary line of the Northeast Quarter of the said Northwest Quarter, containing 10.07 acres.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book B-37 at page 289.

TRACT 54: A parcel of land lying partly in the Northwest Quarter and partly in the Southeast Quarter of the Southeast Quarter of Section 21, Township 1 South, Range 9 East, being 100 feet in width and lying 50 feet on each side of the following described line:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Quarter section; run thence South along the West boundary line of said Quarter Section 650 feet, more or less, to a stake for a beginning point; thence run on a bearing of North 57 degrees 42 minutes and 30 seconds East 852.84 feet to a spiral; thence on a bearing of North 57 degrees 50 minutes and 30 seconds east 40 feet; thence on a 2 degree curve to the left with a radius of 2864.93 feet for a distance of 934.5 feet to the East boundary line of the Northwest Quarter of the Southeast Quarter of Section 21; thence continuing on said curve for a distance of 185 feet, more or less, to the East property line of grantor, containing 4.19 acres, more or less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book B-37 at page 290.

TRACT 55: A parcel of land lying in the Northeast Quarter of the Northwest Quarter of Section 22, Township 1 South, Range 9 East, being described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 1 South, Range 9 East, runs thence South 820 feet, more or less, to a stake; thence East 665 feet, more or less, to a point in the center-line of the Corinth and Counce Railroad Right of Way and in the line which was formerly the grantors' West boundary line; thence with said boundary line Northwest 50 feet to a point in the North boundary line of present Right of Way of said railroad for a point of beginning; thence continuing with said boundary line Northwest 177 feet, more or less, to a stake; thence South 83 degrees 04 minutes East 633 feet, more or less, to a stake in the North boundary line of Corinth and Counce Railroad Right of Way; thence with North boundary of said Right of Way in Westerly direction along a line which is 50 feet North of following described line; North 85 degrees 27 minutes 48 seconds West 180 feet to a point; thence 400.2 feet on an 8 degree curve to the left with a radius of 716.78 feet to the point of beginning, containing 0.72 acres, more or

Initialed for
Identification _____

26

Page 26 of 29

Schedule A

less.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book B-45 at page 89

TRACT 56: 49.42 acres in the Northeast Quarter of Section 22, Township 1, Range 9, more particularly described as follows:

Part of the North half of the Northeast Quarter of Section 22, Township 1, Range 9 described as follows: Beginning at the Northeast corner of said Northeast Quarter, said corner being marked as follows: South 88 degrees East 30 feet poplar tree 6 inches; South 1 1/2 degrees East 9 feet hickory tree 4 inches, this corner being an agreed corner between Jack Sharp and J. A. McMeans heirs, said corner located 8 feet west of a pine knot corner set by L. S. Honeycutt in former survey of Koppers land adjoining; from this corner run thence South 2 1/2 degrees east with old hedge row on east boundary of said Northeast Quarter and west boundary of the Jack Sharp land 1320 feet to dividing corner between the North half and South half of said Northeast Quarter; thence south 86 degrees west with said dividing line between the north half and south half 1710 feet to a point center of a branch that is the dividing line between 27.25 acre tract of Rob Wood recorded in Deed Book P-18, page 571. records of Tishomingo County, said point in branch located about 100 feet south of a bridge across public road; thence in a Northerly direction with meanderings of center of said branch to intersection of north boundary of said quarter 1763 feet to point of beginning, containing 52.75 acres, more or less.

LESS AND EXCEPT: 3.33 acres, more or less, previously conveyed by E. T. McMeans and wife, Lee Opal McMeans to The Corinth and Counce Railroad Company by deed dated April 18, 1959 and recorded in Deed Book P-36 at page 111 in the office of the Chancery Court Clerk of Tishomingo County, Mississippi.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book B-92 at page 565.

LESS AND EXCEPT: All right, title and interest in and to the oil, gas, and other hydrocarbon substances and all other minerals of every sort, kind and description, save and except sand, gravel and water, in and under the above described property. This interest conveyed by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book B-97 at page 332.

TRACT 57: 27 1/4 acres lying in the Northwest Corner of the Northeast Quarter of Section 22, Township 1, Range 9; ALSO: 22 1/2 acres lying in the East side of the Northwest Quarter of Section 22, Township 1, Range 9; also bounded as follows: On the North by land known as the Arthur Williamson and the Ayer & Lord Tie Company land, on the South by land known as Mrs. R. E. McMeans land, on the East by land known as the James A. McMeans land, and on the West by land known as Mrs. Minnie Sharp land. The 27 1/4 acre tract is below described: Beginning at a small white oak at ford of branch; thence Southwest to a small red oak on a hill; thence North to a large gum; thence East to a "Hickory" on branch; thence Southward with said branch to the point of beginning, further it is the intention of the grantor herein to

Initialed for _____
Identification _____

27

Page 27 of 29

Schedule A

convey and the grantor herein does hereby convey the same lands that was conveyed by H. P. McMeans to Rob Wood on May 25, 1923, as described by deed recorded in Deed Book P-18, page 571 of the deed records of Tishomingo County, Mississippi, filed in the Chancery Clerk's office of said Tishomingo County, Mississippi, except the following described lands which has heretofore been conveyed or easement created as follows: Except from this deed the 3.74 acres, more or less, tract of land conveyed by W. R. Wood and wife to the Corinth and Counce Railroad Company by deed recorded in Deed Book P-36, Page 110 of the deed records of Tishomingo County, Mississippi to which reference is hereby made as though the said deed was copied herein in full. ALSO: Except from this deed the 0.72 acres, more or less, tract of land conveyed by W. R. Wood to The Corinth and Counce Railroad Company by deed recorded in Deed Book B-45, Pages 89 and 90 of the deed records of Tishomingo County, Mississippi, filed in the Chancery Clerk's Office of said Tishomingo County, Mississippi, to which reference is hereby made as though the deed was copied herein in full.

LESS AND EXCEPT: The land that was conveyed and the permanent easement created by the Warranty Deed and Road Easement from W. R. Wood and wife, Annie Wood, to the State of Mississippi for the use of Mississippi Agricultural and Industrial Board on the total of 2.69 acres, more or less, tracts of land as shown by the said deed recorded in Deed Book B-70, Page 478, et seq., of the deeds of Tishomingo County, Mississippi, filed in the Chancery Clerk's office of said Tishomingo County, Mississippi, subject to said conveyance and all of the restrictions, conditions and terms to all of which reference is hereby made as though said conveyance and all of the restrictions, conditions and terms containing therein in said deed was copied herein in full.

There being a total of 42.60 acres, more or less, conveyed by this deed.

This Tract was acquired by The Corinth and Counce Railroad Company by deed recorded in the Tishomingo County land records in Land Deed Book B-106 at page 172 and rerecorded in Land Deed Book B-106 at page 208.

EASEMENT 4: An Easement across the Seven Mile Drainage District as more particularly described in that certain instrument entitled Resolution Authorizing a Permanent Easement for Construction of Railroad Across Seven Mile Drainage District Right of Way in Alcorn County and Tishomingo Counties, Mississippi, dated May 19, 1959, and recorded in the land records of Alcorn County in Land Deed Book B-38 at pages 426-427.

EASEMENT 5: An Easement granted to The Corinth and Counce Railroad Company by instrument dated May 16, 1963, and recorded in the Tishomingo County land records in Land Deed Book B-44 at page 627, to construct, maintain, and operate its track and road switches over, upon and across the following described real property:

A parcel of land lying in the Northwest Quarter of Section 22, Township 1 South, Range 9 East, being described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 22, Township 1 South, Range 9 East, run thence South 820 feet, more or less, to a stake; thence East 665 feet, more or less, to a point in the center-line of Corinth and Counce

Initialed for _____
Identification _____

28

Page 28 of 29

Schedule A

Railroad and in the line which was formerly the East boundary line of grantor's property; thence with said boundary line Northwest 50 feet to a point in the North boundary line of present Right of Way of the Corinth and Counce Railroad for a point of beginning; thence continuing with said boundary line Northwest 177 feet, more or less, to a stake; thence North 83 degrees 04 minutes West 108 feet, more or less, to a stake; thence South 54 degrees 41 minutes 30 seconds West 1,760 feet to a stake in the North boundary line of present Right of Way of the Corinth and Counce Railroad; thence in an Easterly direction with North boundary line of present Right of Way of Corinth and Counce Railroad; (this being a line that runs 50 feet North of following described line North 57 degrees 05 minutes 18 seconds East 180 feet; thence on an 8 degree curve to the right with a radius of 716.78 feet to a distance of 229.34 feet to a spiral; thence North 85 degrees 01 minutes 20 seconds East 180 feet; thence North 87 degrees 25 minutes 08 seconds East 93.53 feet to a spiral; thence north 85 degrees 01 minutes 20 seconds East 180 feet; thence with an 8 degree curve to the left with a radius of 716.78 feet a distance of 481.24 feet to a spiral; thence North 37 degrees 52 minutes 34 seconds East 145 feet to a point; thence North 35 degrees 56 minutes 58 seconds East 4.5 feet to a spiral; thence North 37 degrees 52 minutes 34 seconds East 145 feet; thence with an 8 degree curve to the right with a radius of 716.78 feet a distance of 200 feet, more or less) to the point of beginning, containing 8.72 acres, more or less.

ALL of those certain tracts of land in Hardin County, Tennessee, described as follows:

TRACT NO. 1: A strip of land 2123.7 feet in length and 100 feet in width containing 4.87 acres conveyed to The Corinth and Counce Railroad by Tennessee River Pulp and Paper Co. by deed dated May 14, 1959 and recorded in Deed Book No. 43, page 562, fully described on Exhibit "A" attached hereto.

TRACT NO. 2: A strip of land 1256.6 feet in length and 114.7 feet in width containing 3.33 acres conveyed to The Corinth and Counce Railroad by Jack Byrd by deed dated May 4, 1959 and recorded in Deed Book No. 43, page 561, fully described on Exhibit "A" attached hereto.

TRACT NO. 3: A strip of land 1908 feet in length and of varying widths containing 6.05 acres conveyed to The Corinth and Counce Railroad by Thelbert Smith and wife by deed dated April 10, 1959 and recorded in Deed Book No. 43, page 559, fully described on Exhibit "A" attached hereto.

TRACT NO. 4 A strip of land 521.78 feet in length and 100 feet in width containing 1.083 acres conveyed to The Corinth and Counce Railroad by Charlie Layton and wife by deed dated April 6, 1959 and recorded in Deed Book No. 43, page 543, fully described on Exhibit "A" attached hereto.

TRACT NO. 5: A strip of land 921.68 feet in length and of varying widths containing 2.61 acres conveyed to The Corinth and Counce Railroad by A. J. Thrasher and wife by deed dated April 2, 1959 and recorded in Deed Book No. 43, page 501, fully described on Exhibit "A" attached hereto.

TRACT NO. 6: A strip of land 526.4 feet in length and 100 feet in width containing 1.2 acres conveyed to The Corinth and Counce Railroad by A. J. Thrasher and wife by deed dated April 2, 1959 and recorded in Deed Book No. 43, page 501, fully described on Exhibit "A" attached hereto.

TRACT NO. 7: A strip of land 1157.97 feet in length and 100 in width containing 2.65 acres conveyed to The Corinth and Counce Railroad by H. A. Carroll and wife by deed dated April 2, 1959 and recorded in Deed Book No. 43, page 471, fully described on Exhibit "A" attached hereto.

TRACT NO. 8: A strip of land 1837.98 feet in length and 100 feet in width containing 4.21 acres conveyed to The Corinth and Counce Railroad by A. L. Battles and wife by deed dated April 16, 1959 and recorded in Deed Book no. 43, page 455, fully described on Exhibit "A" attached hereto.

TRACT NO. 9: A strip of land 311.8 in length and a variable width containing .55 acres conveyed to The Corinth and Counce Railroad by Walter G. Brown and wife by deed dated April 24, 1959 and recorded in Deed Book No. 43, page 409, fully described on Exhibit "A" attached hereto.

TRACT NO. 10: A strip of land 4391.45 feet in length and 100 feet in width containing 10.27 acres conveyed to The Corinth and Counce Railroad by J. R. Parnell and wife by deed dated April 6, 1959 and recorded in Deed Book No. 43, page 451, fully described on Exhibit "A" attached hereto.

EXHIBIT "E" (TRACT NO. 16)

BEGINNING on a stake in the West boundary line of the Jack Byrd land and the East Boundary line of the Theibert Smith land at the point where the center line of the right of way of the Corinth and Counce Railroad crosses said boundary line; runs thence in a Northwestern and Western direction with the center of said railroad right of way for a distance of 442 feet to the point of beginning; thence South with a line perpendicular to the center line of said railroad right of way 150 feet to a stake; thence in a Southwestern direction with a line parallel to the center line of said right of way and 150 feet from the same 690 feet to a field road; thence in a northwestern direction with said field road 150 feet to the center line of said railroad right of way, thence in a Northern and Northeastern direction with the same 690 feet to the beginning.

EXHIBIT "A" (TRACT NO. 13)

Beginning at a stake in a county gravel road, which stake stands south 46 degrees 08 minutes west 332.9 feet from a railroad spike in the center of the intersection of said gravel road to another gravel road turning to the north and in the northwest boundary of the tract of which this is a part and in the southeast boundary of the Herschel Carroll land, running thence south 32 degrees 27 minutes east 36 feet to the point of curvature of a 4 degree 09 minute curve to the left running thence southeastwardly along the arc of said curve a distance of 630.5 feet, more or less, to the point of tangency of said curve, running thence south 58 degrees 37 minutes east a distance of 769.3 feet to a point, running thence north 31 degrees 23 minutes east a distance of 15 feet to a point, thence south 58 degrees 37 minutes east a distance of 517 feet to a point in a fence line, the west boundary line of the Tennessee River Pulp & Paper Company land and the east boundary line of the tract of which this is a part, running thence with the same south 02 degrees 54 minutes east along said fence a distance of 130.3 feet to a stake in the same, thence north 58 degrees 37 minutes west a distance of 1349.3 feet to the point of tangency of a 3 degree 52 minute curve to the right; thence northwestwardly along the arc of said curve a distance of 676.7 feet to the point of curvature of said curve, thence north 32 degrees 27 minutes west 5 feet to the center of said road, thence north 32 degrees 42 minutes east 50.25 feet to a stake in the center of the same, thence north 46 degrees 08 minutes east passing an iron pin at 14.1 feet and continuing in all 50.5 feet to the beginning.

EXHIBIT "C" (TRACT NO. 14)

BEGINNING on an iron pipe in the North margin of State Aid Highway No. 57, the Southwest corner of a tract of land owned by Tennessee River Pulp & Paper Company and conveyed to said company by G. R. Duncan and wife, Ray A. Duncan, by deed dated June 26, 1968, recorded in Deed Book No. 61, page 193, in the Register's Office of said County; runs thence with the West boundary line of the same North 3 degrees 22 minutes East 429.8

feet to an iron pipe in the South boundary line of a tract of land owned by said Tennessee River Pulp & Paper Company, designated as the plant site; thence with the South boundary line of the same North 86 degrees 43 minutes West 111 feet to a stake, an ell corner of the same; thence with an East boundary line of said Tennessee River Pulp & Paper Company plant site South 1 degree 30 minutes West 241 feet to a stake near a sycamore tree, a Southeast corner of said Tennessee River Pulp & Paper Company plant site property and Adkins Northeast corner; thence with a computed line which has not been surveyed, the same being Adkins East boundary line South 06 degrees 11 minutes 01 seconds West 224.77 feet to a stake near a culvert in the North margin of said State Aid Highway No. 57; thence with the same North 75 degrees 51 minutes West 118.7 feet to the beginning.

EXHIBIT "D" (TRACT NO. 15)

BEGINNING at a stake in the center of State Aid Highway No. 57 the southeast corner of the original tract of which this is a part and the southwest corner of the J. C. Johnson tract in a branch thence in a northern direction with Johnson's west boundary line 15-7/8 poles to his northwest corner, a corner of the Theibert Smith land, thence in a northwestern direction with Smith's boundary line approximately 179 feet to a stake in the same in the easterly boundary line of the Corinth and Counce Railroad Company property, thence with the same in a southwestern direction to a stake in the center with the same in a southwestern direction to a stake in the center of State Aid Highway No. 57; thence westerly with the center of said highway to the beginning, and being the same property conveyed to Troy Pettigrew and Leo Bolton by G. F. Crowell and wife by deed dated May 21, 1959 recorded in Deed Book 46, page 380 the said Leo Bolton having died intestate and his interest in said property having been conveyed to Troy Pettigrew by Marie Alice Bolton and others by deed dated March 18, 1982 recorded in Deed Book 107, page 315 in the Register's Office, said county.

TRACT 11: Being a strip of land 9263.37 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in the north boundary line of the tract of which this is a part and the south boundary line of the J. R. Parnell tract, which stake stands eastwardly 77 feet from the northwest corner of said tract of which this is a part and anell corner of the said Parnell land; runs thence south 19 degrees 32 minutes 30 seconds east 972 feet to a point; thence with a spiral chord south 17 degrees 08 minutes 30 seconds east 180 feet to a point; thence with a 8 degree 00 minute curve to the right, having a radius of 716.78 feet, 648.79 feet to a point; thence with a spiral chord south 42 degrees 20 minutes 30 seconds west 180 feet to a point; thence south 46 degrees 44 minutes 30 seconds west 289.91 feet to a point; thence with a spiral chord south 45 degrees 32 minutes 30 seconds west 120 feet to a point; thence with a 6 degree 00 minute curve to the left, having a radius of 955.37 feet, 350.56 feet to a point; thence with a spiral chord south 19 degrees 42 minutes 30 seconds west 120 feet to a point; thence south 18 degrees 30 minutes 30 seconds west 764.70 feet to a point; thence with a spiral chord south 19 degrees 06 minutes 30 seconds west 90 feet to a point; thence with a 4 degree 00 minute curve to the right, having a radius of 1432.69 feet, 350.83 feet to a point; thence with a spiral chord south 35 degrees 32 minutes 30 seconds west 90 feet to a point; thence south 34 degrees 08 minutes 30 seconds west 606.03 feet to a point; thence with a spiral chord south 36 degrees 16 minutes 30 seconds west 40 feet to a point; thence with a 2 degree 00 minute curve to the right, having a radius of 2864. feet, 350 feet to a point; thence with a spiral chord south 43 degrees 45 minutes 30 seconds west 40 feet to a point; thence south 42 degrees 56 minutes 30 seconds west 1428.28 feet; thence with a spiral chord south 43 degrees 41 minutes 30 seconds west 50 feet to a point; thence with a 3 degree 00 minute curve to the left, having a radius of 1910.08 feet, 430.0 feet to a point; thence with a spiral chord south 29 degrees 47 minutes 30 seconds west 50 feet to a point; thence south 29 degrees 32 minutes 30 seconds west 936.41 feet to a point; thence with a spiral chord south 29 degrees 17 minutes 30 seconds west 50 feet to a point; thence with a 3 degree 00 minute curve to the left, having a radius of 1910.08 feet, 450.0 feet to a point; thence with a spiral chord south 14 degrees 47 minutes 30 seconds west 50 feet to a point; thence south 14 degrees 32 minutes 30 seconds west 285.86 feet to a point; thence with a spiral chord south 15 degrees 27 minutes 30 seconds west 110 feet to a point; thence with a 5 degree 00 minute curve to the right, having a radius of 1146.28 feet, 230 feet to a stake in W. R. Woods north boundary line and the south boundary line of the tract of which this is a part, which stake stands 295 feet eastwardly from the southwest corner of the tract of which this is a part and in said W. R. Woods north boundary line, it being Andy Woods southeast corner, containing 21.2^A acres, more or less.

TRACT 12: Being a strip of land 3,400.28 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in the P. M. Harbert south boundary line, which stake stands 295 feet eastwardly from the southwest corner of said P. M. Harbert tract and the southeast corner of the Andy Wood tract, in the W. R. Wood north boundary line, runs thence with a 5 degree 00 minute curve to the right, having a radius of 1146.28 feet, 333 feet to a point; thence with a spiral chord south 48 degrees 19 minutes 07 seconds west 110 feet to a point; thence south 49 degrees 14 minutes 07 seconds west 1293.19 feet to a point; thence south 48 degrees 14 minutes 07 seconds west 162.3 feet to a point; thence with a spiral chord south 48 degrees 06 minutes 07 seconds west 40 feet to a point; thence with a 2 degree 00 minute curve to the left, having a radius of 2864.93 feet, 294.91 feet to a point; thence with a spiral chord south 41 degrees 40 minutes 14 seconds west 40 feet to a point; thence south 41 degrees 32 minutes 14 seconds west 656.88 feet to a point; thence with a spiral chord south 40 degrees 37 minutes 14 seconds west 110 feet to a point; thence with a 5 degree 00 minute curve to the left, having a radius of 1146.28 feet, 350 feet to a stake in the state line between the states of Tennessee and Mississippi, the south boundary line of said W. R. Wood tract, said stake standing eastwardly along said state line 273 feet from where the west boundary line of Section 14, Township 1 S., Range 9 E. and the east boundary line of Section 15, Township 1 S., Range 9 E. intersects said state line, said state line being the boundary line between the property of the said W. R. Wood and First National Bank of Birmingham, Trustee, containing 7.8 acres.

TRACT 10. Being a strip of land 4391.45 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in the west boundary line of the A. L. Battles tract and in the east boundary line of the tract of which this is a part, said stake standing 45 feet north of the southwest corner of said A. L. Battles tract and an ell corner of said tract of which this is a part, runs thence with an 8 degree 00 minute curve to the left, having a radius of 716.78 feet, 50 feet to a point; thence with a spiral chord south 22 degrees 50 minutes 53 seconds west 180 feet; thence south 20 degrees 27 minutes 53 seconds west 1183.97 feet; thence with a spiral chord south 20 degrees 30 minutes 53 seconds west 30 feet; thence with a 1 degree 00 minute curve to the right, having a radius of 5729.45 feet, 110 feet to a stake in the north boundary line of the Walter G. Brown tract, which stake stands 3 feet westwardly from Brown's northeast corner, continuing with said curve in all 221 feet to a point; thence with a spiral chord south 23 degrees 55 minutes 30 seconds west 30 feet to a point; thence south 23 degrees 58 minutes 30 seconds west passing a stake in said Brown's south boundary line at 70.8 feet, (which stake stands 44 feet westwardly from Brown's southeast corner) continuing in the same direction in all 402.1 feet to a point; thence with a spiral chord south 24 degrees 34 minutes 30 seconds west 180 feet to a point; thence with a 4 degree 00 minute curve to the right, having a radius of 4432.69 feet, 360.5 feet; thence with a spiral chord south 44 degrees 59 minutes 48 seconds west 90 feet to a point; thence south 45 degrees 35 minutes 48 seconds west 535.74 feet to a point; thence with a spiral chord south 44 degrees 23 minutes 48 seconds west 120 feet to a point; thence with a 6 degree 00 minute curve to the left, having a radius of 955.37 feet, 965.64 feet to a point; thence with a spiral chord south 18 degrees 20 minutes 30 seconds east 120 feet to a point; thence south 19 degrees 32 minutes 30 seconds east 84.3 feet to a stake, in P. M. Harbert's north boundary line and a south boundary line of the tract of which this is a part, said stake standing eastwardly 77 feet from said P. M. Harbert northwest corner and an ell corner of the tract of which this is a part, containing 10.27 acres, more or less.

Included in the above description, but excluded from this conveyance, is a tract of .55 acres being a part of a tract conveyed by us to the said Walter G. Brown, and reference is here made to the same and to the deed from the said Walter G. Brown to said railroad company for the description of the part of said Brown tract not herein conveyed.

TRACT 1 - Being a strip of land 1157.97 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in the west boundary line of the A. J. Thrasher and wife tract, in a county graveled road that runs in a south-eastern direction from Highway 57, said stake standing 804.8 feet as measured along said road from its intersection with another graveled road, said intersection being the southeast corner of said A. J. Thrasher and wife tract and the northeast corner of the tract of which this is a part, runs thence south 57 degrees 21 minutes 30 seconds west 436.7 feet to a point; thence with a spiral chord south 57 degrees 20 minutes 30 seconds west 30 feet to a point; thence with a 1 degree 00 minute curve to the right, having a radius of 5729.65 feet, 161.67 feet to a point; thence with a spiral chord south 59 degrees 13 minutes 30 seconds west 30 feet to a point; thence south 59 degrees 16 minutes 30 seconds west 499.4 feet to a stake in Battles Branch in the north boundary line of the A. L. Battles tract, which stake stands 1395 feet as measured with the meanders and down said branch northwestwardly from where said branch crosses a county graveled road, containing 2.65 acres, more or less.

TRACT 2: Being a strip of land 1837.93 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track, as staked out, the center line being described as follows:

Beginning at a stake in Battles Branch in the south boundary line of the H. A. Carroll land, which stake stands 1395 feet as measured with the meanders and down said branch northwestwardly from where said branch crosses a county graveled road, runs thence south 59 degrees 16 minutes 30 seconds west 128.4 feet to a point; thence with a spiral chord south 60 degrees 28 minutes 30 seconds west 120 feet to a point; thence with a 6 degree 00 minute curve to the right, having a radius of 955.37 feet, 533.86 feet to a point; thence with a spiral chord north 82 degrees 41 minutes 35 seconds west 120 feet to a point; thence north 81 degrees 29 minutes 35 seconds west 9.92 feet to a point; thence with a spiral chord north 83 degrees 52 minutes 35 seconds west 180 feet to a point; thence with a 8 degree 00 minute curve to the left, having a radius of 716.78 feet, 745.8 feet to a stake in the west boundary line of the tract of which this is a part and the east boundary line of the J. R. Parnell land, which stake stands 45 feet north of the southwest corner of the tract of which this is a part and an ell corner of the J. R. Parnell land, containing 4.21 acres, more or less.

TRACT 3: Being a strip of land 311.8 feet in length and of variable width, being 50 feet on the west side of the center line of The Corinth and Counce railroad track as staked out, and varying from 3 feet on the north end to 44 feet on the south end on the east side of said center line as staked out, the center line being described as follows: Beginning at a stake 3 feet westerly from the northeast corner of said tract conveyed by the said J. R. Parnell and wife to the said Walter G. Brown; running thence in a 1 degree 00 minute curve to the right with a radius of 5729.65 feet to a stake; thence with a spiral chord south 23 degrees 55 minutes 30 seconds west 30 feet to a stake; thence south 23 degrees 58 minutes 30 seconds west 70.8 feet to a stake in the south boundary line of said original tract of which this is a part and the north boundary line of the J. R. Parnell tract, said stake standing westerly 44 feet from the southeast corner of said original tract, and said land is bounded on the sides as follows:

On the north and south by the J. R. Parnell land, on the east by the east boundary line of said tract conveyed by the said J. R. Parnell and wife to the said Walter G. Brown, and said line being east of the center line of said railroad track as staked out and varying from 3 feet to 44 feet east of the same, and bounded on the west by a line 50 feet of and parallel to said center line as staked out, containing .55 acres, more or less.

TRACT 1: Being a strip of land 521.78 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in a branch in the south boundary line of the Theibert Smith and wife tract, which stake stands 229.7 feet northwestwardly from the northwest corner of the J. G. Johnson tract, a southeast corner of the Theibert Smith tract, runs thence south 20 degrees 48 minutes 30 seconds west 41 feet to a point; thence with a spiral chord south 22 degrees 10 minutes 30 seconds west 120 feet to a point; thence with a 6 degree 00 minute curve to the right, having a radius of 955.37 feet, 277.78 feet to a point; thence south 44 degrees 50 minutes 30 seconds west 13 feet to the north right of way line of State Aid Highway No. 57, passing the same in all 63 feet to a point in the center of said highway in the Charlie Layton and wife north boundary line, which stake stands 50 feet eastwardly from the eastwardly right of way line of the Pickwick-Corinth transmission line right of way, containing 1.083 acres, more or less, excluding the acreage in the right of way of said highway.

TRACT 5: Being a strip of land 421.68 feet in length and 50 feet in width on the east side of the center line of the Corinth and Counce railroad track as staked out, and of variable width on the west side, the westwardly boundary line being the eastwardly right of way line of the Pickwick-Corinth transmission line right of way, said line being parallel to and 50 feet eastwardly of the center line of said Pickwick-Corinth transmission line right of way, the center line of the strip herein conveyed being described as follows:

Beginning at a point in the center of State Aid Highway No. 57 in the south boundary line of the G. P. Cromwell tract; runs thence south 44 degrees 50 minutes 30 seconds west 235 feet to a point; thence with a spiral chord south 43 degrees 38 minutes 30 seconds west 120 feet; thence with a 6 degree 00 minute curve to the left, having a radius of 955.37 feet, 182.78 feet to a point; thence with a spiral chord south 27 degrees 52 minutes 30 seconds west 120 feet to a point; thence south 26 degrees 40 minutes 30 seconds west 106.9 feet to a point, thence with a spiral chord south 27 degrees 52 minutes 30 seconds west 120 feet to a point; thence with a 6 degree 00 minute curve to the right, having a radius of 955.37 feet, 37 feet to a stake in the south boundary line of the tract of which this is a part and the north boundary line of A. J. Thrasher and wife tract, which stake stands eastwardly 127 feet along said boundary line from the southwest corner of the tract of which this is a part and an ell corner of said Thrasher tract, and bounded on the sides as follows:

On the north by the center line of State Aid Highway No. 57, it being G. P. Cromwell's south boundary line, on the south by A. J. Thrasher and wife tract, on the east by a line 50 feet east of and parallel to the center line of the railroad track as staked out, on the west by a line west of said center line as staked out and 50 feet eastwardly of the center line of said Pickwick-Corinth transmission line, the westwardly line of the tract herein conveyed being the eastwardly right of way line of said transmission line right of way, containing 2.41 acres, more or less, excluding the acreage in the right of way in said Highway No. 57.

TRACT 6: Being a strip of land 526.4 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in a 6 degree 00 minute curve to the right, having a radius of 955.37 feet, in the south boundary line of the C. W. Layton and wife tract, which stake stands eastwardly 127 feet from the southwest corner of the same and an ell corner of the tract of which this is a part, running thence with said curve 351.4 feet to a point; thence with a spiral chord south 56 degrees 09 minutes 30 seconds west 120 feet to a point; thence south 57 degrees 21 minutes 30 seconds west 42 feet to a stake in a county graveled road, which runs from Highway 57 to and intersects another county graveled road, said stake standing northwestwardly measured with the meanders of said road 804.8 feet from the intersection of said road with said other graveled road, said point in said two roads being the southeast corner of said Thrasher tract and a northeast corner of the H. A. (Herschel) Carroll tract, the boundary line between the tract of the said A. J. Thrasher and wife and H. A. (Herschel) Carroll being said road running from Highway 57, containing 1.2 acres, more or less.

EXHIBIT "A"

TRACT 1: Being a strip of land 2123.7 feet in length and 100 feet in width, 50 feet on each side of the center line of the Corinth and Counce Railroad track as staked out, the center line being described as follows:

Beginning at a stake in the west fence line of the Mill property of the Tennessee River Pulp & Paper Company, Coordinates N. 245,358.55; E. 1,319,738.48; thence south 74 degrees 2 minutes 30 seconds west for a distance of 317 feet, more or less, to a point; thence south 74 degrees 10 minutes 30 seconds west a distance of 40 feet to a point; thence with a curve to the right having a radius of 2864.93 feet for a distance of 526.7 feet to a point; thence south 85 degrees 14 minutes 30 seconds west for a distance of 40 feet to a point; thence south 85 degrees 22 minutes 30 seconds west for a distance of 1200 feet, more or less, to a stake in the property line between the Tennessee River Pulp & Paper Company and Jack Byrd, said point being 135 feet, more or less, northwest of an angle iron on said property line, containing 4.87 acres, more or less.

TRACT 2: Being a strip of land 1254.6 feet in length and 114.7 feet in width, 57.35 feet on each side of the center line of the Corinth and Counce railroad track as staked out, the center line being described as follows:

Beginning at a stake in the property line between the Tennessee River Pulp & Paper Company and Jack Byrd, said point being 135 feet, more or less, northwest of an angle iron on said property line, runs thence south 85 degrees 22 minutes 30 seconds west for a distance of 40 feet to a point; thence south 86 degrees 34 minutes 30 seconds west for a distance of 120 feet to a point; thence with a curve to the right having a radius of 455.37 feet for a distance of 642.2 feet to a point; thence north 57 degrees 4 minutes 30 seconds west for a distance of 120 feet to a point; thence north 48 degrees 53 minutes 30 seconds west for a distance of 65.4 feet to a point; thence north 51 degrees 17 minutes 30 seconds west for a distance of 180 feet to a point; thence with an 8 degree curve to the left having a radius of 716.78 feet for a distance of 69 feet, more or less, to a stake in the east boundary line of the Theibert Smith tract, said stake being 270 feet, more or less, south of the northeast corner of said Theibert Smith tract, containing 3.33 acres, more or less.

TRACT 3: Being a strip of land 1900.8 feet in length and 50 feet in width on the east and south sides of the center line of the Corinth and Counce railroad track as staked out, and of varying width from 50 feet to 270 feet on the west and north sides of said center line as staked out, the center line being described as follows:

Beginning at a stake in the west boundary line of the Jack Byrd tract and the east boundary line of the tract of which this is a part, which stake stands 270 feet south of an ell corner of the said Jack Byrd tract and a northeast corner of the tract of which the tract herein conveyed is a part, runs thence with an 8 degree 00 minute curve to the left, having a radius of 716.78 feet, 1127.9 feet to a point; thence with a spiral chord south 23 degrees 22 minutes 30 seconds west 180 feet to a point; thence south 20 degrees 58 minutes 30 seconds west 592.9 feet to a stake in the north boundary line of the G. P. Cromwell tract in a branch, which stake stands 229.7 feet westwardly from the southeast corner of the tract of which this is a part and the northwest corner of the J. G. Johnson tract, and bounded on the sides as follows:

On the east by the west boundary line of the Jack Byrd tract, on the south and east by a line parallel to and 50 feet south and east of the center line of said railroad track as staked out, said line varying from east to south with the curves of the center line of said track, on the south by the G. P. Cromwell tract, and on the west and north as said track curves by a line west and north of and parallel to the center line of said railroad track as staked out for a distance of 729.9 feet plus or minus to a point; thence north 150 feet to the north boundary line of said Theibert Smith and wife tract; thence east 400 feet to a stake, the northwest corner of said Smith tract; thence south with the east boundary line of the same 220 feet to a stake in said line, which stake stands 50 feet south; thence with a line 50 feet south and east of said center line to the Cromwell north boundary line, containing 6.05 acres, more or less.

TRACT NO. 11: A strip of land 9263.37 feet in length and 100 in width containing 21.28 acres conveyed to The Corinth and Counce Railroad by P. M. Harbert and wife by deed dated April 6, 1959 and recorded in Deed Book No. 43, page 469, fully described on Exhibit "A" attached hereto.

TRACT NO. 12: A strip of land 3400.28 feet in length and 100 feet in width containing 7.8 acres and conveyed to The Corinth and Counce Railroad by W. R. Wood and wife by deed dated April 10, 1959 and recorded in Deed Book No. 43, page 472, fully described on Exhibit "A" attached hereto.

TRACT NO. 13: A tract of land in the 6th Civil District of Hardin County, Tennessee, conveyed to The Corinth and Counce Railroad Company by P & F Industries, Inc. by deed dated December 29, 1966 and recorded in Deed Book No. 58, page 11, fully described on Exhibit "B" attached hereto.

TRACT NO. 14: A tract of land in the 6th Civil District of Hardin County, Tennessee, containing 1.41 acres conveyed to The Corinth and Counce Railroad Company by Edwin Ledbetter, Special Commissioner, by deed dated September 10, 1977 and recorded in Deed Book No. 88, page 793, fully described on Exhibit "C" attached hereto.

TRACT NO. 15: A tract of land in the 6th Civil District of Hardin County, Tennessee, conveyed to The Corinth and Counce Railroad Company by Troy Pettigrew by deed dated March 22, 1983, and record in Deed Book No. 111, page 8, fully described on Exhibit "D" attached hereto.

TRACT NO. 16: A tract of land in the 6th Civil District of Hardin County, Tennessee, conveyed to The Corinth and Counce Railroad Company by Tennessee River Pulp and Paper Company by deed dated April 17, 1986 and recorded in Deed Book No. 122, page 432, fully described on Exhibit "E" attached hereto.

EXHIBIT A

Leasehold and Other Non-Fee Interests in Real Property and Easements, Servitudes and Other Interests Appertaining to Real Property.

1. Agmt. dated 9/16/87 between Norfolk Southern Corp. and Southern Railway Co. and CCR.
2. Agmt. for Industry Track dated 12/7/60 between CCR & Stauffer Chemical Co.
3. Sidetrack Agmt. dated 2/26/79 between CCR & Kimberly-Clark Corp.
4. Lease dated 10/1/83 between CCR & Hercules, Inc.
5. Lease dated 10/1/84 between CCR & Himont U.S.A. Inc.
6. Lease dated 12/1/83 between CCR & Exxon Chemicals America.
7. Lease dated 6/1/83 between CCR & Exxon Chemicals America.
8. Lease dated 12/1/89 between CCR & Kimberly-Clark Corp.
9. Lease dated 5/1/85 between CCR & Kimberly-Clark Corp.
- *10. Agmt. Covering Use and Maintenance of Industrial Spur Tracks Owned by Tennessee River Pulp & River Company, dated 4/1/77 between CCR and Tennessee River Pulp & Paper Co.
- *11. Agmt. Covering Lease by Railroad Company of Yard Tracks Owned by Paper Company, dated 4/1/77 between CCR and Tennessee River Pulp & Paper Co.
12. Agmt. dated 9/18/67 between CCR & P & F Industries, Inc., D/B/A Cal Metal Corp.
13. Agmt. for Overhead Structure Construction dated 9/26/78 between CCR and Board of Supervisors of Alcorn County, Miss.
14. Agmt. dated 9/20/78 between CCR & Board of Supervisors of Alcorn County, Mississippi.
15. Agmt. dated 8/10/77 between CCR & State Highway Commission of the State of Mississippi.

16. Easement dated 9/21/78 between CCR and Board of Trustees of State Institutions of Higher Learning of the State of Mississippi.
17. Agmt. dated 7/10/85 between CCR and Gulf & Mississippi Railroad Corp.
18. Agmt. dated 6/18/59 between CCR & Gulf, Mobile & Ohio Railroad Co.
19. Grant of Easement for Use as a Right-of-Way for Interchange Track dated 6/18/59 between CCR & Memphis & Charleston Railway Corp.
20. Agmt. dated 6-18-59 between CCR & Memphis & Charleston Railway Co. & Gulf, Mobile & Ohio Railroad Co., as amended August 22, 1974.
- *21. Lease dated 8/29/72 between CCR and Tennessee River Pulp and Paper Co.
22. Lease of Tracks dated 2/26/62 between CCR & Tennessee River Pulp and Paper Co.
23. Permit to Drill Test Well & Option for 99 year lease dated 10/19/88 between CCR & City of Corinth, Mississippi.
24. Agmt. dated 12/19/66 between CCR and P & F Industries, Inc.
25. Easement dated 9/21/78 between CCR and Board of Trustees of State Institutions of Higher Learning of the State of Mississippi.
26. Agmt. dated 6/18/59 between CCR & Memphis & Charleston Railway Co. & Gulf, Mobile & Ohio Railroad Co.
27. Agmt. dated 8/10/77 between CCR & State Highway Commission of State of Mississippi.
- *28. Agmt. for Maintenance & Operation of Access Track Facilities 10/1/73 between Mississippi Agriculture & Industrial Board, CCR, Tombigbee River Valley Water Management District & TVA.
29. Agmt. dated 12/19/66 between CCR and P & F Industries, Inc.
30. License Agreement between Corinth & Counce Railroad and Columbia Gulf Transmission Company, dated April 24, 1959.

31. Highway Crossing Contract between the Corinth and Counce Railroad Company and the Department of Highways of the State of Tennessee, dated April, 1959.
32. Pipeline Crossing Permit between Alabama-Tennessee Natural Gas Company and the Corinth and Counce Railroad Company, dated August 19, 1966.
33. Agreement for the Corinth and Counce Railroad Overhead Structure Construction, dated September 20, 1978.
33. Agreement between Republic Steel Corporation, the Corinth and Counce Railroad Company and P&F Industries, Inc., dated July 16, 1969.
- *34. Agreement for Industry Track between the Corinth and Counce Railroad Company and Stauffer Chemical Company, dated December 7, 1960.
- *35. Sidetrack Agreement between the Corinth and Counce Railroad Company and Kimberly-Clark Corporation, as agent for the City of Corinth, Mississippi, dated February 26, 1979.
38. License Agreement between the Corinth and Counce Railroad Company and South Central Bell Telephone Company, dated October 20, 1980.
39. License Agreement between the Corinth and Counce Railroad Company and Comcast Cablevision of Corinth.
40. License Agreement between the Corinth and Counce Railroad Company and the Farmington Water Association dated December 16, 1968.
41. License Agreement between the Corinth and Counce Railroad Company and The Gas and Water Department, City of Corinth, Mississippi.
42. Easement for Driveway and Parking Lot Conveyed unto the Corinth and Counce Railroad Company.
43. License Agreement between the Corinth and Counce Railroad and Mr. Ed Simmons, dated November 4, 1980.
44. License Agreement between the Corinth and Counce Railroad and the City of Corinth, Mississippi dated November 6, 1989.
45. License Agreement between the Corinth and Counce Railroad Company and The Gas and Water Department, City of Corinth, Mississippi, dated September 22, 1981.

46. Easement Agreement between the corinth and Counce Railroad Company and H. E. (Gene) McFall, dated February 1, 1982.
- *47. Interchange Yard Agreement between the Corinth and Counce Railroad Company and Gulf and Mississippi Railroad Corporation, dated July 10, 1985.
- *48. Interchange Yard Agreement between the Corinth and Counce Railroad Company, Memphis and Charleston Railway company and Gulf, Mobile and Ohio Railroad Company, dated June 18, 1959, as later amended.
49. Well Drilling Permit between the Corinth and Counce Railroad Company and the City of Corinth, Mississippi, dated October 19, 1988.
- *50. Settlement Agreement between Norfolk Southern Corporation and Southern Railway company and the Corinth and Counce Railroad Company, dated September 16, 1987.
51. Easement Agreement between the Corinth and Counce Railroad Company and First Utility District of hardin County, dated August 24, 1976.

* Consent to assignment required

Exhibit B

Jurisdictions in which
Motor Vehicles are Titled

Tennessee

Schedule 5

Intellectual Property

None.

Schedule 6

Collateral Locations

Tennessee

Mississippi