

STATE OF ALABAMA)

SHELBY COUNTY)

1640

This timber sales contract is made this the 3 day of December, 1975, by and between Kimberly Clark Corporation of Coosa Pines, Alabama, hereinafter known as BUYER, and Herbert H. Thomas of Birmingham, Alabama, hereinafter known as SELLER.

WITNESSETH that the Seller for and in consideration of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), \$2,900.00 in hand paid by Buyer during December, 1975, and the remaining \$7,100.00 due and payable no later than January 15, 1976, and other promises and valuable considerations hereinbelow stated, hereby conveys, contracts, bargains, and sells unto the Buyer all of the merchantable pulpwood and sawtimber, as may be located on the following described property, as more particularly denoted on attached plat:

S $\frac{1}{2}$ of the SE $\frac{1}{2}$ of Section 4 lying South and West of "Butter and Egg" County Road, and the NW $\frac{1}{2}$ of the NE $\frac{1}{2}$ of Section 9; Township 22 South, Range 1 West, Shelby County, Alabama, less and except 6 acres along "Butter and Egg" Road as denoted on the attached plat, and less 17 acres of planted pine along the East boundary of said tract which is bounded out by red paint.

1/ The Seller warrants that he is the owner of the said land and timber, that he has the perfect right to sell and convey the timber from said land, and that he will protect the right of the Buyer to cut and remove said timber from the above described land until the expiration date of this contract. The Seller further warrants that he has duly conferred upon the Resource Management Service, Inc. the authority to act as his Agent in the negotiation of the sale, to collect all stumpage payments in his name, and to make frequent inspections of the operation of this above described sale.

2/ The Buyer contracts and agrees to cut only those trees which are herein conveyed by this contract.

3/ The Buyer contracts and agrees to remove said timber or that portion of said timber he desires to remove within twelve (12) months of the date of signing this sales agreement; the expiration date of this contract being either 12 months from date of contract execution or on the completion date of cutting, whichever date occurs earliest. After the expiration date of this contract all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract. It is the Seller's desire to have the conveyed timber removed as soon as is feasible so as to be able to perform certain cultural improvements to the property. Buyer's representative,



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Mr. Ty Sockwell, has agreed to have this conveyed timber harvested as rapidly as possible, and has indicated an ability to harvest the timber in four months; however, Seller acknowledges that weather and other uncontrollable factors may cause Buyer to utilize the full twelve month contract period to remove the conveyed timber.

4/ The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner. In addition, the Buyer shall avoid felling or dropping any trees or tops into any fences, fields, trails, roads, or pastures on the Seller's or any neighbor's property and should this occur, Buyer shall remove said trees or tops immediately from such fences, trails, roads, or pastures by pulling them back well within the woods. Buyer also agrees to leave all roads and trails on the property in passable condition at the conclusion of the cutting operation.

5/ The Buyer contracts and agrees to take all reasonable precautions against fire and to suppress any fire that might damage the residual timber and young growth which occurs in the timber area on this above described property during their presence on the property. The Buyer shall also accept full and prompt liability for any damages to Seller occurring as a result of any fire which may get out on the Seller's or any neighbor's property from the use of any kind of fire by the Buyer on the subject property.

6/ The Seller contracts and agrees that the Buyer, his Agents and employees shall enjoy the full right for the term of this contract to enter upon said lands and to cut and remove the timber in the manner as above described. The Buyer is given the right to make necessary trails or passage-ways for the purpose of removing said conveyed timber. The crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting or damaging of young desirable reproduction areas by trails and loading areas is to be avoided. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this contract. Buyer shall keep all fences or other property improvements in full and immediate repair as a consequence of any use or damage as a result of any operation. Hunting of game by Buyer or his employees or operators is strictly prohibited at any time on this property.

7/ The Buyer may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Buyer will be directly responsible to Sellers for all the actions of any contracting third

party, employee, assignee, or sub-contractor. He further contracts and agrees to assume all liability for and shall indemnify the Seller against all claims, demands, or causes of action, including the cost of defending same, of every nature whatsoever arising out of or resulting from in any manner the operation of the Buyer (or any contracting third party, employee, assignee, or sub-contractor) under this agreement, and to pay or have paid all timber taxes, wages, workmen's compensation claims, and any and all of the claims or obligations imposed on them by reasons of the Buyer's operation under this agreement.

8/ The Seller designates and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Seller for purposes of inspecting, checking and overseeing from time to time the compliance of the cutting and logging of the timber conveyed under this contract and other provisions pertaining thereto. The Buyer further agrees to notify the Resource Management Service, Inc. in writing or by phone call when their operation shall commence on said property and when it is either completed or delayed for any extended period in excess of one month's time.

9/ It is mutually agreed that the Seller and the Buyer have respectively sold and purchased the above described forest products evolving upon the works and estimates of the Resource Management Service, Inc. and that Buyer has satisfied himself as to the reasonableness of such estimates made for the knowledge of Seller and furnished Buyer for his possible interest; but as between the two parties, no representation made by the estimates of the Resource Management Service, Inc. shall be a condition or a basis for the modification of the written conveyance.

10/ It is further agreed that the Buyer shall not be responsible or accountable for incidental or unavoidable damages necessarily resulting from the operations of any reasonable timber cutting and logging operations on the above described land.

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WITNESSETH:

My forkwell

Ben E. Norwood

Herbert H. Thomas
SELLER: Herbert H. Thomas

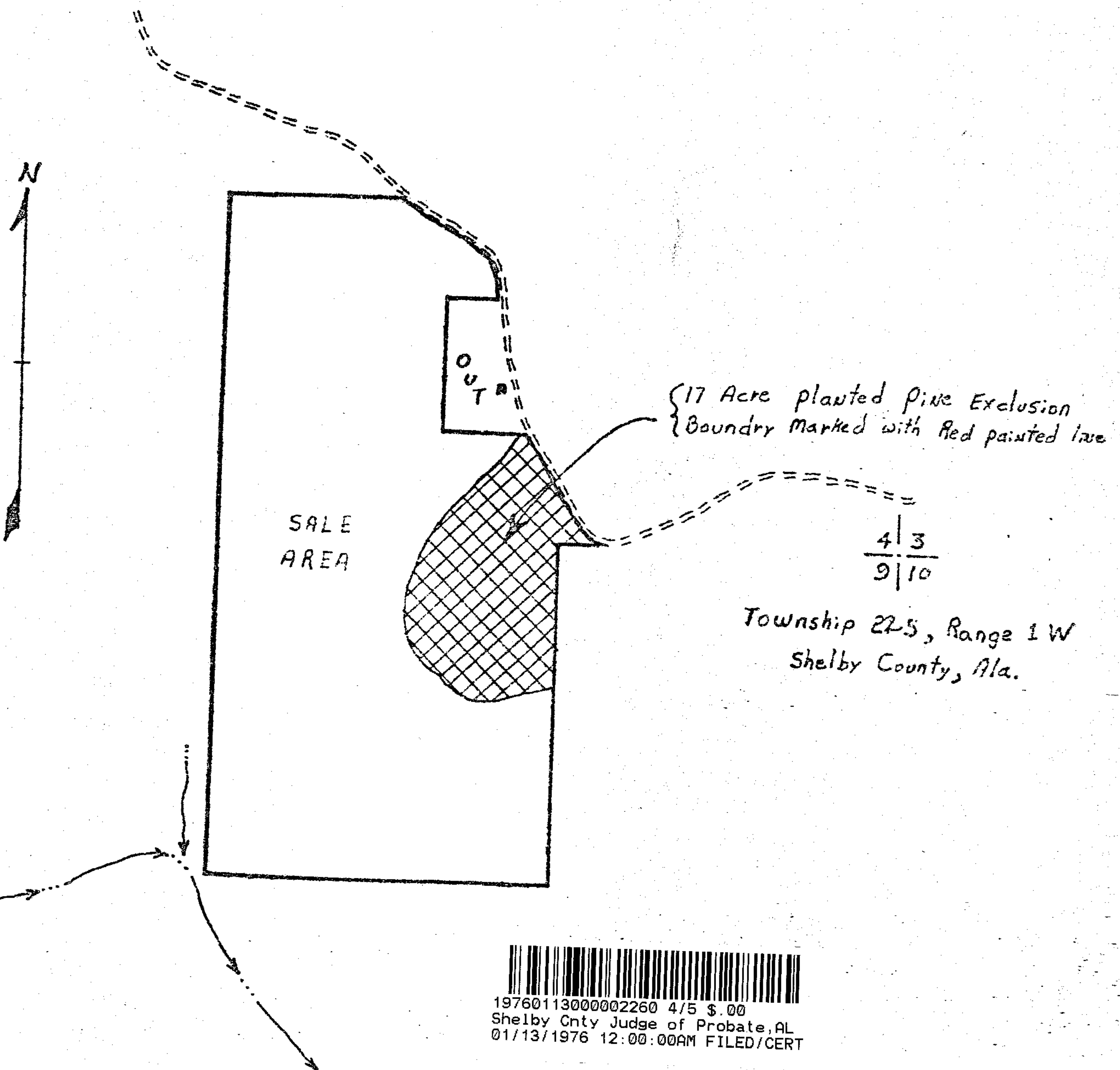
Louise P. Thomas
SELLER: Louise P. Thomas

Kimberly Clark Corporation
BUYER: Kimberly Clark Corporation

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HERBERT H. THOMAS TRACT

Near Springhill School in Shelby County, Alabama



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STATE OF ALABAMA

COUNTY OF JEFFERSON

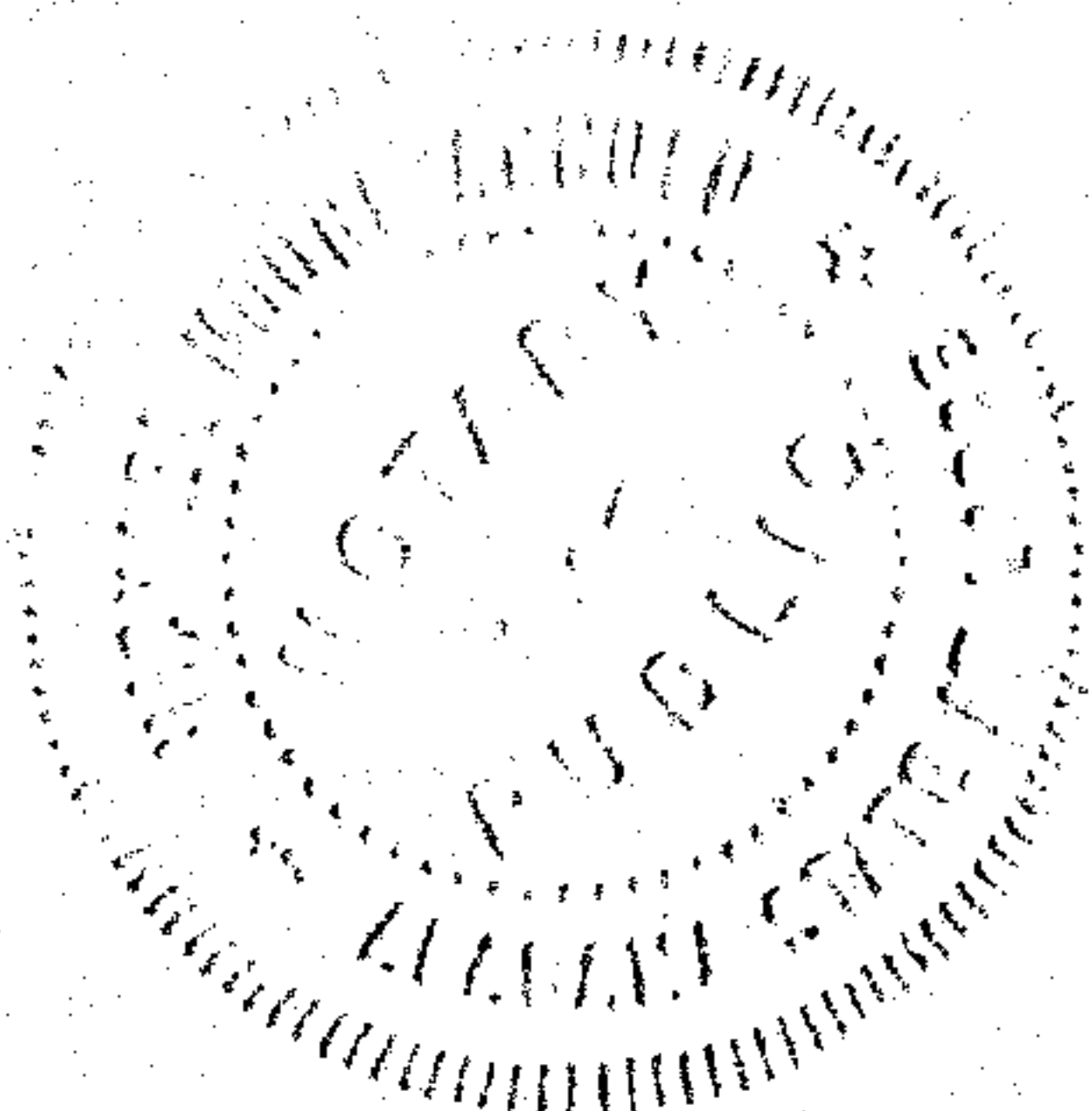
I, Michael Moore Arnold, a Notary Public in and for said County, in said State, hereby certify that Herbert H. Thomas and Louise P. Thomas, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this, the 31 day of December, 1975.

Michael Moore Arnold
Notary Public, Jefferson County, Alabama

My commission expires: My Commission Expires March 5, 1978

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1976 JAN 13 PM 12:53

JUDGE OF PROBATE

Wesley H. H. H.
Conrad H. H. H.

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