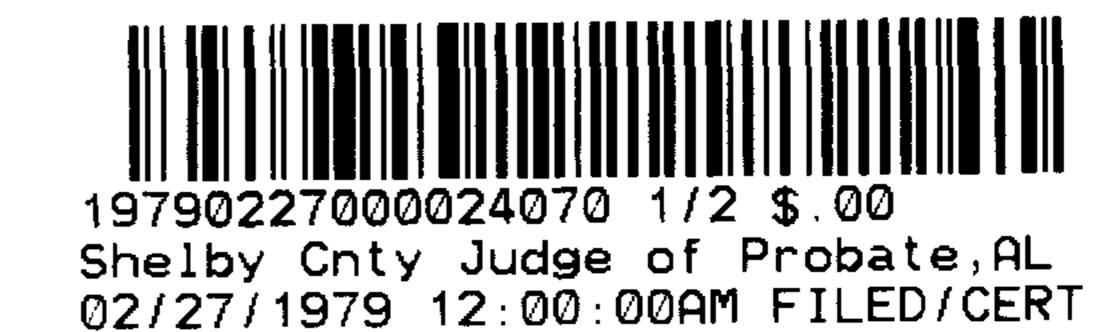
STATE OF ALABAMA

SHELBY COUNTY



## MOCDYARD LEASE

THIS INDENTURE, made and entered into this  $\frac{\mathcal{L}''}{}$  day of December, 1973, by and between Velma Benson and husband, Ed Benson, as Lessors, and St. Regis Paper Company, Inc., a corporation, as Lessee, witnesseth: That the Lessors do grant, demise and lease to the Lessee, and the Lessee does hire and rent from the Lessors, the following described property situated in Shelby County, Alabama:

That part of the following described parcel which lies between the right of way of Shelby County Highway No. 42 and the right of way of the L & N Railroad Company: Part of the NE% of SW% of Section 18, Township 22 South, Range 1 East, more particularly described as follows: Starting at the northwest corner of the SE4 of NW4 of Section 18; thence run south, 3 deg. and 30 min. east, along the west boundary of said SE% of NW% and NE% of SN4 1834.2 fet; thence run south 77 deg. 30 min. east, 127.0 feet fir a point of beginning of the tract of land herein escribed; thence run south, 4 deg. east, 453.2 feet; hence run north 53 deg. and 45 min. east, along right f way of L & N Railroad 287.3 feet; thence continue alo gright of way of railroad north, 57 deg. and 15 min. 18t, 197.6 feet; thence run north, 26 deg. and 30 min. west, 415.0 feet; thence south, 50 deg. and 25 in. west, 319.4 feet to beginning; containing 4.0 acre, nore or less, and excepting therefrom mineral and ining rights.

- 1.It is anticipated by the parties hereto that the Lessee shall use the leased property desided above for a woodyard, for loading and unloading, storing, and otherwile processing pulpwood and timber products, and for no other purposes, with in the written consent of the Lessors.
- 2. The term of this Le is shall be from January 1, 1979, to January 1, 1980. The rental payments inch the Lessee agrees to pay to the Lessors during the term of this Lea is and any renewal thereof shall be the sum of Two Hundred Fifty and No 100 (\$250.00) Dollars per year, payable in advance, and the Lessors ackn / edge receipt from the Lessee of the sum of Two Hundred Fifty and Nc/100 (\$2 ) 00) Dollars, as full payment of all rents and rental payments due, there is no no other rental payment due until January 1, 1980, if this Lease should in hereafter renewed, as provided below.
- 3. The Lesses shall is a the right and option to renew this Lease for ten (10) consecutive one is a terms, beginning January 1, 1980, at a yearly rental of two Hundred of the and No/100 (\$250.00) Dollars per year, payable in advance.

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 4. The Lessee shall not have the right to sublease the above described property, or any portion thereof, without the written consent of the Lessors.

5. The Lessors shall in no way be liable or responsible for any defects or dangerous conditions which may exist on the leased premises, whether known or unknown, which may now exist, or which may hereafter exist, and the Lessors shall not be responsible for any accidents which may occur on said leased premises, the Lessee agreeing hereby to indemnify the Lessors against any such accident, or claims of accidents, by any and all persons or corporations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  $\frac{2}{1}$  the day of December, 1978.

ST. REGIS PAPER COMPANY, A CORPORATION

SES 27 PH 3: 34 Rec. 300 Vel

Volum Rencon Bencon

resident - K. D. Bailey

Ed Benson

STATE OF Horida COUNTY OF Luval

JUJUSE OF FRENCHTE

I, the undersigned, a Notary Public in and for said County, in said State, hereby that K. Whose name as Vice President of St. Regis Paper Company, a corporation, is signed to the foregoing Woodyard Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Woodyard Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this the  $29^{TL}$  day of December

19790227000024070 2/2 \$.00 Shelby Cnty Judge of Probate, AL 02/27/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Velma Benson and husband, Ed Benson, whose names are signed to the foregoing Woodyard Lease, and who are known to me, acknowledged before me or this day, that, being informed of the contents of the Woodyard Lease, they exertied the same voluntarily on the day the same bears date.

Sixen under my hand and official seal this day of the day of the 1978.

OLIC :

Notary Public