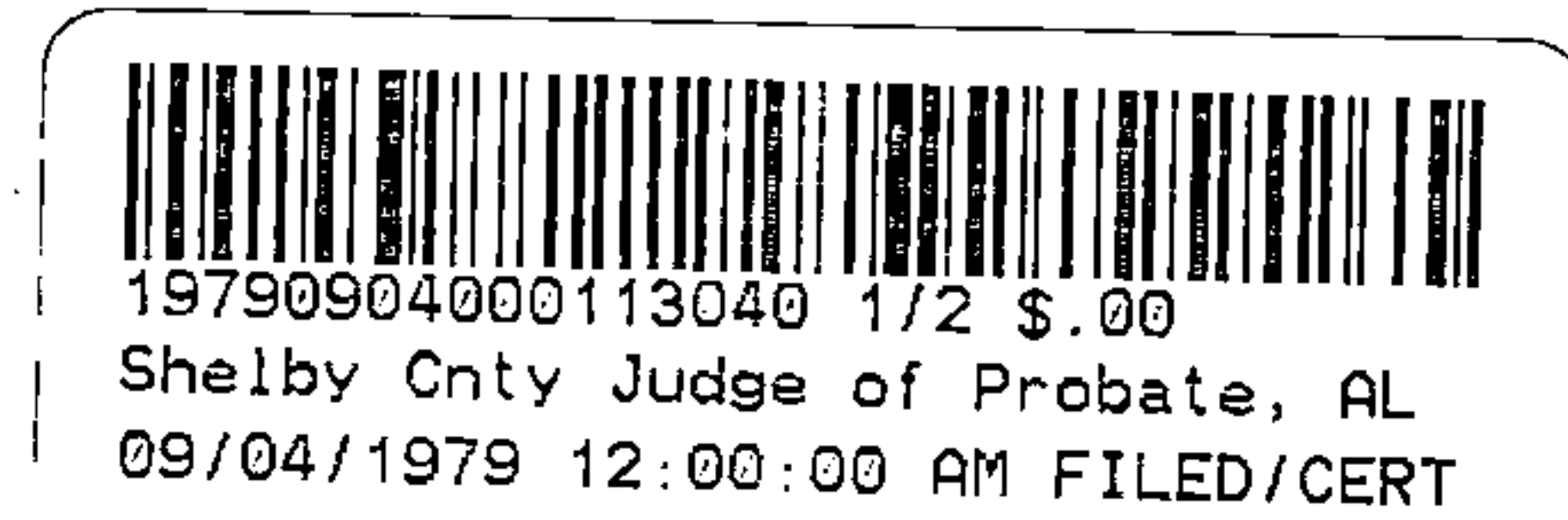


AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY



Agreement made the 29th day of August, 1979, between Kimberly-Clark Corporation, and John T. Batson and J. L. Batson, III.

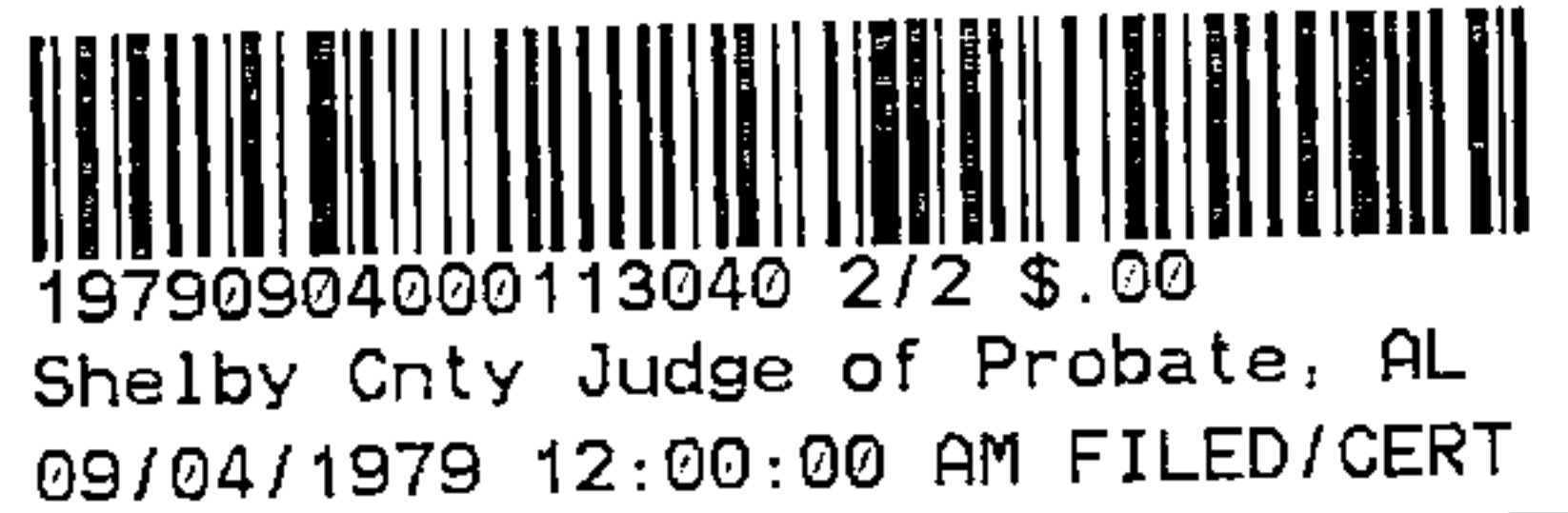
In Consideration of the Timber Deed executed by John T. Batson, a single man, James L. Batson, III and wife, Marie Batson, James L. Batson, Jr. and wife, Elizabeth Smith Batson, to Kimberly-Clark Corporation, dated the 29th day of August, 1979, Kimberly-Clark Corporation agrees to the following conditions governing its right to cut timber under said Timber Deed on the S $\frac{1}{2}$  of Section 25, Township 20 South, Range 1 East, Shelby County, Alabama:

1. Kimberly-Clark Corporation shall conduct logging operations so as to preserve survey lines on said property.

2. Kimberly-Clark Corporation shall protect the environment by conducting its operations so as to prevent debris from entering water courses on said land. In the event that debris resulting from Kimberly-Clark Corporation's logging operations enters water courses in amounts which may adversely affect the natural flow of the stream, Kimberly-Clark Corporation shall remove such debris as soon as practicable. When the flow in a water course is necessarily diverted by Kimberly-Clark Corporation's activities, such flow shall be restored through the natural course as soon as practicable. Kimberly-Clark Corporation shall perform logging operations in a manner reasonably calculated to minimize soil erosion. Damage resulting from Kimberly-Clark Corporation's logging due to failure to protect from erosion shall be repaired by Kimberly-Clark Corporation.

3. Kimberly-Clark Corporation shall indemnify and hold harmless said John T. Batson and J. L. Batson, III against all claims, damages, losses, and expenses including attorneys' fees

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arising out of or resulting from the performance of the logging operations caused in whole or in part by any negligent act or omission of Kimberly-Clark Corporation, any of its agents, employees or sub-contractors or anyone directly or indirectly employed by any of them, including, but not limited to, claims made by any utilities who have suffered damage as a result of the logging operations.

In Witness Whereof, we have hereunto set our hands and seals this 29th day of August, 1979.

KIMBERLY-CLARK CORPORATION

By E. G. Comer  
Division Vice President  
John T. Batson  
J. L. Batson, III

SEP -4 PM 2 19

Rec 300  
Ind 100  
400

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that E. G. Comer, whose name as Division Vice-President of Kimberly-Clark Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 official seal, this the 29th day of August, 1979.

Michael D. Thomas  
Notary Public  
Alabama State at Large  
Commission Expires: May 17, 1980

State of Alabama  
Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John T. Batson and J. L. Batson, III, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of August, 1979.

Michael D. Thomas

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