

STATE OF ALABAMA)
COUNTY OF SHELBY)

436
TIMBER DEED

This Indenture, made this 10th day of May, 1983, between Shelby Springs Stock Farms, Inc., an Alabama corporation, with an office and place of business in Calera, Alabama, hereinafter called Seller, and Union Camp Corporation, a Virginia corporation, authorized to do business in Alabama, hereinafter called Buyer.

WITNESSETH, that Seller for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto BUYER all of the following described property, rights and privileges:

All of the following described timber and trees, including saplings and tops suitable for pulpwood purposes, to-wit:

All trees and timber, both pine and hardwood.

The above described timber and trees are standing, growing, or fallen on the following described land, to-wit:

Approximately 83 acres of a 25-year-old pine plantation located in: Portions of the East one-half of Northeast Quarter, Northeast Quarter of Southeast Quarter, and Northwest Quarter of Southeast Quarter, lying north of county dirt road in Section 7, Township 22 South, Range 1 West; also portions of the Northwest Quarter, and Northwest Quarter of Southwest Quarter of Section 8, Township 22, South, Range 1 West; and more particularly described as that irregular area crosshatched on the attached plat and identified on-the-ground by blue marked boundary trees facing into the timber sale area.

Also the right of ingress and egress over said lands and any adjacent lands of Seller for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Buyer's independent contractors, their servants, agents, and workmen, in, through, over and upon the said lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and improve existing

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roads upon the lands described herein and, where necessary, to construct haul roads; also the right to go upon said lands with men, cars, trucks and other vehicles for the purpose of cutting, harvesting, logging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

The term of this contract shall be one (1) year from the date hereof and Buyer is to have the above granted property, rights and privileges for said length of time, or on the completion date of cutting, whichever date occurs earliest. After the expiration date, all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the timber remaining shall revert to the Seller.

It is expressly agreed between the parties that this conveyance and sale is subject to the following terms and conditions:

1. The Buyer contracts and agrees to cut only those trees that have been conveyed by this contract, leaving all other trees outside the sale area and not conveyed herein.

2. The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner; to take particular and reasonable care and precaution in timber felling and logging to reserve the residual timber, the young growth, and reproduction outside of sale area; to take all reasonable precautions against destructive logging practices which unnecessarily damage the land compatible with the economical removal of the timber. In addition, the Buyer shall avoid felling or dropping trees or tops into any fences, fields, trails, roads, creeks, 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, fields, trails, roads, creeks, or pastures by pulling

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them back well within the woods, and fences shall be repaired. Ruts caused by logging equipment on the logging roads must be filled and regraded.

3. The Buyer contracts and agrees to take all reasonable precautions against fire and to attempt to suppress any fire that might damage the residual timber and young growth which occurs in the timbered area on the 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 resulting from Buyer's logging activity which may get out on the Seller's or any neighbor's property from the use of any kind of fire on the subject property.

4. The Buyer further agrees and contracts not to cut, remove, or needlessly damage any trees outside of the sale area and not herein conveyed. Should this portion of the contract be broken, the Seller or his Agent or Agents may enter upon said land and suspend logging operations without notice to the Buyer. Thereupon the Buyer shall be required to pay an amount equal to twice the value of the illegal stumpage cut or removed from the land and wrongfully or needlessly destroyed by poor timber cutting or logging practices as liquidated damages for the breach of this contract before the Buyer shall have the right to continue cutting and removing the remaining portion of the conveyed timber. The term of this contract shall be extended for a period of time comparable to any period of suspension of operations under this paragraph. For purposes of this contract, the diameter of all such trees shall be measured at the stump, inside bark, and shall be scaled by the Scribner Scale for sawtimber, Form Class 78 for pine and 76 for hardwood; and in Standard Cords for Pulpwood and Chip-'N-Saw trees, the stumpage value for the pine sawtimber being set at \$150/M board feet, and hardwood sawtimber at \$40/M board feet, Pine Chip-'N-Saw at \$25/cord, and standing pine and

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hardwood pulpwood at \$12 and \$3/standard cord, respectively. Any miscut trees with a stump diameter in excess of 10" and 12" shall be considered as pine or hardwood sawtimber, respectively, and any tree between 8" and 10" shall be considered as Chip-N-Saw and trees smaller than 8" shall be considered as pulpwood. The unit volume of the miscut or unnecessarily damaged trees outside the sale area shall be taken from a sample cruise of uncut timber in the vicinity of the miscut timber.

5. 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 in the timber sale area for the purpose of removing said conveyed timber only as long as the existing woods roads or woods trails cannot suffice for this purpose and the crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting of any standing merchantable timber for trails and loading areas is avoided. Crossing of any fields is prohibited. All operating equipment and machinery shall be removed from the property within ten (10) days following the expiration date of this contract. Buyer shall keep all fences or other property improvements in full repair as a consequence of any use or damage as a result of any operation.

6. 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 Seller 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 the same, of every nature whosoever arising out of or resulting from in any manner the operation of the Buyer or any contracting

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third party, employee, assignee, or sub-contractor under this agreement, and to pay or have paid all severance taxes, wages and Workmen's Compensation claims. Buyer shall not be liable for any acts or negligence of Seller.

7. 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., when their operation shall commence on said property and when it is either completed or delayed for any extended period in excess of two weeks' time.

8. 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.

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

TO HAVE AND TO HOLD the said bargained trees, timber, and pulpwood rights to Buyer as above set out; and the title to the said property and the privileges the said Seller will warrant and defend against the lawful claims of all persons whomsoever.

All agreements, covenants, duties, rights, privileges, and powers herein made, imposed, granted or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, the parties have executed and delivered these presents, the day and year first above written.

SHELBY SPRINGS STOCK FARM, INC.

By Howard Hall
Howard Hall -- President and sole
Stockholder

Attest _____

UNION CAMP CORPORATION

NSM
By John Smith II
Vice President

Attest Thompson
Assistant Secretary

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Howard Hall whose name as President of Shelby Springs Stock Farm, Inc., a corporation, is signed to the foregoing timber deed, 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 seal of office this 10th day of May, 1983.

[Signature]
Notary Public

STATE OF GEORGIA)
COUNTY OF CHATHAM)

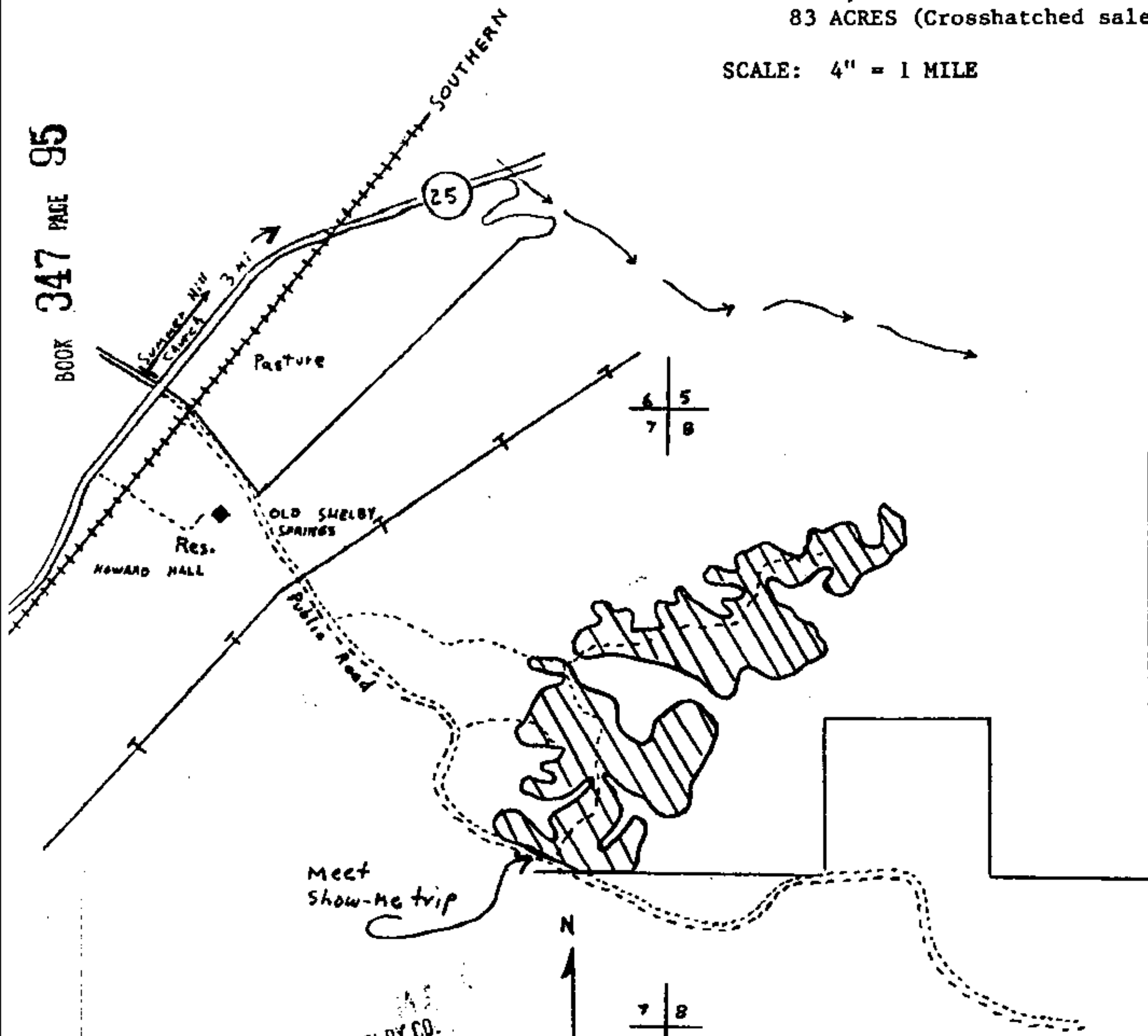
I, Debra Lynn Farnay, a Notary Public, in and for said County, in said State, hereby certify that J. G. McGowan, II whose name as Vice President of Union Camp Corporation, a corporation, is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed 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 seal of office this 28th day of April, 1983.

Debra Lynn Farnay
Notary Public
My Comm. Expires 12/31/84

TIMBER SALE AREA MAP
 HOWARD HALL PROPERTY
 SHELBY COUNTY, ALABAMA
 TOWNSHIP 22 SOUTH, RANGE 1 WEST
 MARCH, 1983
 83 ACRES (Crosshatched sale area)

SCALE: 4" = 1 MILE



STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1983 MAY 10 PM 2:44

Thomas A. Shumaker, Jr.
 CLERK OF PROBATE

deed tax - 43.50
 Rec. 10.50
 And 1.00
55.00