

TIMBER SALE CONTRACT

STATE OF: ALABAMA COUNTY OF: JEFFERSON

THIS AGREEMENT made and entered into this 19th day of December, 19 90, by and between BUCK CREEK FOREST PRODUCTS, INC., hereinafter called SELLER, and CANAL WOOD CORPORATION OF MISSISSIPPI, hereinafter called BUYER.

WITNESSETH:

THAT, in consideration of the sum of One Dollar in hand paid to SELLER and the further sums herein agreed to be paid, and in consideration of the covenants, agreements and undertakings of the respective parties herein set forth, the parties hereto agree and contract as follows:

1.

SELLER does hereby grant, bargain, sell and convey unto BUYER, its successors and assigns, all of the merchantable trees, or any portion thereof, merchantable for any commercial purpose (including dead and down trees as well as trees which may hereinafter grow or which are now growing) which, at the time of cutting, shall measure six (6) inches and upward in diameter (outside bark measurement) at a height of N/A inches above ground level, now standing or growing on the following described real estate, to wit:

SE $\frac{1}{4}$ of NW $\frac{1}{4}$; and part of E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ north of Old Chelsea to Harpersville Road; All of above in Section 34, Township 19 South, Range 1 East. Situated in Shelby County, Alabama.

Also, Canal Wood Corporation of Mississippi will responsible for flagging property lines and for trees cut across property lines on another landowner.

2.

The consideration paid for this timber purchase contract and the trees to be cut thereunder is Eighteen Thousand and No/100 (\$18,000.00) Dollars, the sufficiency and receipt of which is hereby acknowledged by SELLER.

3.

The cutting term of this contract shall be the period of ten (10) Months commencing on the 19th day of December 19 90. The cutting term shall expire on October 16, 1991.

4.

During the cutting term, BUYER shall have, and is hereby granted the right, from time to time, to cut, remove, sell, use and/or otherwise dispose of all of the trees and timber hereinbefore described which shall be standing, growing or situated on said lands; and title to the same shall pass to BUYER, its successors or assigns, as the same is severed from the land. However, BUYER shall have no obligation to cut or remove any or all of the trees from said lands or otherwise clear said lands.

5.

BUYER, its successors and assigns, shall have the right of ingress and egress, and shall have the right to move machinery and equipment of every kind upon said property for the purpose of manufacturing said trees into lumber of other wood products, and shall have the right to remove the same and any previously cut and severed trees from said property within sixty (60) days after the right to cut and sever said trees has hereunder terminated.

BUYER shall have the further right to use the road to, from and within said property and to construct roads sufficient to cut and remove the trees off this tract or adjoining tracts. If fences are broken down or opened in the process of removing the trees the fences will be repaired.

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6.

SELLER hereby warrants (and, if more than one, Sellers jointly and severally warrant) that SELLER has good and merchantable fee simple title to the said lands and to all trees and timber standing or situate thereon; that SELLER has the legal right and authority to sell said trees and timber, to make this contract, and to grant and extend to BUYER all of the rights, privileges and authority herein sought to be granted or extended. SELLER covenants and agrees to save harmless and keep indemnified the BUYER, its successors and assigns, against any and all losses, costs, damages, adverse claims, tort claims, judgments, decrees and expenses which BUYER, its successors or assigns, may or shall suffer, incur, sustain or be subjected to by reason of any want or failure of, or defect in, or encumbrance upon any title, right, privilege or authority above warranted, or by reason of any occurrence or event upon the lands of SELLER resulting in injury or death of any person (other than an employee of BUYER) or resulting in any damage to or destruction to property of another unless caused solely by the negligence or wrongful act of the BUYER, its successors or assigns.

It is further understood and agreed that SELLER shall pay all ad valorem taxes upon the real estate and trees described herein.

7.

~~Neither SELLER nor BUYER shall be responsible for nonperformance or delay due to strike, lockout, riot, war, act of the public enemy, act of God or other causes (whether or not of a similar nature) beyond the reasonable control of the party. The terms of this contract shall be extended for an equivalent period of time as the performance of the party is excused; and, without limiting the foregoing, it is specifically agreed that should weather conditions be such as to prevent cutting operations after cutting operations have once commenced, then this contract shall be extended by the number of days equal to the number of days of impractical cutting operations after practical cutting operations have once recommenced by BUYER. BUYER is to be the sole judge as to what is to be considered impractical cutting operations due to weather and shall notify SELLER in writing of its decision when made. The final termination date of this contract shall be extended by the total number of days during which cutting operations were suspended under the aforementioned provisions.~~

8.

Any notice contemplated by this contract shall be deemed effectively given when mailed by U. S. registered or certified mail, with the required postage prepaid, addressed as follows:

If to SELLER, addressed to: BUCK CREEK FOREST PRODUCTS, INC.
P. O. Box 1752
Alabaster, Alabama 35007

If to BUYER, addressed to: CANAL WOOD CORPORATION OF MISSISSIPPI
P. O. Box 260
Wadley, Alabama 36276

or to such other address or addresses as the party to be notified may hereafter specify by written notice to the other party.

9.

This contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto, and shall be binding upon the successors in title to the said lands and/or to the timber thereon.

10.

SPECIAL PROVISIONS:

In the event any treetops are discarded on any adjoining lands, Buyer will promptly remove them.

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

Signed, sealed and delivered
in the presence of:

BUCK CREEK FOREST PRODUCTS, INC.

BY:

[Signature]
SELLER Its President

Tax ID #63-

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: AUG. 27, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Signed, sealed and delivered
in the presence of:

CANAL WOOD CORPORATION OF MISSISSIPPI

BY:

[Signature]
BUYER: Brenton W. Warr, Forester

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: AUG. 27, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

90 DEC 19 PM 12:58

[Signature]
JUDGE OF PROBATE

1. Deed Tax	18.00
2. Mtg. Tax	7.50
3. Recording Fee	5.00
4. Indexing Fee	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	24.50