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STATE OF ALABAMA

COUNTY OF SHELBY

This contract made and entered into the 6th day of November, 1991, between LOMAX PULPWOOD & LUMBER CO., INC., whose address is 4030 7th Street North, Clanton, Alabama 35045, hereinafter called the Seller, and CANAL WOOD CORPORATION OF MISSISSIPPI, INC., D/B/A MID-SOUTH WOOD, whose address is 102 East Walnut, Sylacauga, Alabama, hereinafter called the Purchaser, witnesseth:

1. The Seller has hereby sold to the Purchaser all merchantable timber less and except all timber in SMZ along creek less pine timber measuring 12" at the stump and larger. Said timber is located on the following described land area, to wit: (Enter legal description.)

SURFACE RIGHTS ONLY IN AND TO:

The SE 1/4 of SE 1/4, Section 9; and that portion of the SW 1/4 of SW 1/4, Section 10 that lies West of I-65, all in Township 22 South, Range 2 West, Shelby County, Alabama.

Subject to a sixty foot (60 foot) wide non-exclusive right-of-way for a road, being more particularly described as follows: Commence at the Southeast corner of Section 9, Township 22 South, Range 2 West, and run West along the South line of said Section a distance of 1,262.93 feet to the point of beginning; then continue West along the South line of said Section a distance of 60 feet to the Southwest corner of the SE 1/4 of SE 1/4 of said Section; then turn right 89 deg. 33 min. 15 sec. and run North along the West line of said 1/4 1/4 Section a distance of 999.18 feet; then turn right and run East parallel with the South line of said 1/4 1/4 Section a distance of 60 feet; then turn right and run South parallel to the West line of said 1/4 1/4 Section a distance of 999.18 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

2. The Seller warrants and guarantees the title and the rights herein granted to the Purchaser, and agrees to defend said title and the rights against any and all claims, taxes, mortgages, or any other legitimate encumbrance, and from any hostile title at his expense.

3. The Purchaser has hereby paid to the Seller, the sum of \$57,830.00, as the purchase price of the timber herewith sold on the area of land above described, and this cash payment with the covenants and agreements of the Purchaser which are contained herein, are the consideration for the execution of this conveyance by the Seller.

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4. Unless written extension of time is granted, all timber conveyed by this contract shall be cut and removed from off the above described land area on or before one year from the date of this agreement, after which date the title to the standing timber on the above described land area shall revert to the Seller and all rights and privileges herein granted to the Purchaser shall terminate.

5. Periodic inspections of the cutting and logging operations during the life of this contract will be made by Ty Sockwell, or his representative. Purchaser shall notify Ty Sockwell, Lomax Pulpwood & Lumber Co., Inc.; 4030 7th Street North, Clanton, Alabama 35045, in writing at the beginning and conclusion of operations for the removal of the timber covered by this conveyance.

6. Purchaser shall indemnify and hold Seller harmless from and against any and all liability whatsoever for damages to any person or thing, and from any loss, damage or expense, including reasonable attorney's fees and other costs of litigation, arising out of or connected with the cutting, logging or other operations of purchaser under this agreement or of purchasers agents, assignees servants, employees, contractors or subcontractors.

7. In the event any damage is done to any fences, roads, bridges, terraces, pastures, or any other improvements on said land area, by the Purchaser, his agent, employee, or contractor, during the life of this contract, said damage shall be repaired to a state of condition that is at least equally as good as it was prior to the damage. This includes the primary access road leading from the North West corner of the tract out to Alabama State Highway 31.

8. Purchaser shall use all reasonable precautions to keep all fire lanes, roads, pastures, and creeks open and free from obstruction during the life of this contract.

9. Purchaser shall use all reasonable precautions to prevent fires on said lands, and to prevent the spreading of any fires that may occur thereon. In the event a fire burns on lands covered by this contract, Purchaser agrees to promptly notify Seller of such fire, if possible, and to have its employees, agents, or assigns who might be carrying on operations on these lands, control or assist in controlling the said fires.

10. Forest Best Management Practices: Buyer Shall conduct all of his operations in compliance with forestry best management practices, more particularly described in Exhibit "A" attached hereto and incorporated by reference.

11. Purchaser agrees to pick up all oil cans, filters, cans and litter from meals and snacks, and any other debris or

materials that are generally used in the care and maintenance of equipment or personnel, and remove same from premises.

12. In the event of a dispute between the Seller and Purchaser herein, arising under this instrument, the matter in controversy shall be referred to two arbitrators, one to be selected by the Seller, and one to be selected by the Purchaser. In the event the two arbitrators shall disagree, then said two arbitrators shall select a third arbitrator and the decision of the majority of the three arbitrators shall be final. All of said arbitrators shall be graduate Foresters. Should rights or privileges granted by this instrument be delayed or abated or denied because of such arbitration, then the time provided in this instrument for the exercise of such rights and privileges shall be extended for an equal period of time as was delayed or abated or denied because of such arbitration.

13. Except to the extent caused by cutting and removing timber pursuant to the provisions of this agreement, Purchaser, in the exercise of the rights herein granted, shall not in any way interfere with the reasonable use by the Seller of the property or with the reasonable use by grantees, contractors, or agents of the Seller or any portion of the property under rights heretofore or hereafter granted by the Seller.

14. The Seller expressly grants to the Purchaser the right of ingress and egress in, over, and across and upon the land heretofore described, for use by Purchaser in conveniently and economically handling, cutting, and removing timber hereby sold.

15. Seller agrees to give and grant to the Purchaser the right to operate all machinery, logging equipment, and any other materials or equipment necessary for cutting and removing timber hereby sold. It is hereby agreed that Purchaser shall have the right to remove said machinery or materials, whether fixture or not, for off the land area any time within 30 days after the termination of this contract.

16. Purchaser shall report and pay to the State of Alabama the Forest Products Severance Tax for timber and pulpwood cut under this agreement. The parties intend for Purchaser to pay and be fully responsible for all severance and like taxes imposed on account of the cutting of the timber under this agreement.

17. Purchaser agrees to remove only pine timber 12" and larger at the stump where cut from the streamside management zone located on the eastern side of the property running north and south. The area is delineated by orange paint.

18. In the event buyer cuts or unnecessarily damages residual trees not herein conveyed, buyer agrees to pay seller a penalty fee equal to twice the stumpage value.

19. Purchaser shall deposit with Seller upon the execution of this agreement the sum of Two Thousand and No/100 (\$2,000.00) Dollars, to secure Purchaser's performance of all obligations of Purchaser. Purchaser shall maintain the Two Thousand and No/100 (\$2,000.00) Dollars deposit of security with Seller until all obligations due Seller from Purchaser have been satisfied.

IN WITNESS WHEREOF, the Seller and the Purchaser has hereby set his hand and seal, this the 6th day of November, 1991.

Attest:

SELLER:

LOMAX PULPWOOD & LUMBER COMPANY, INC.

Cadyne R. Sockwell
Secretary

By Ty Sockwell Jr.
Its President

Attest:

PURCHASER:

CANAL WOOD CORPORATION OF MISSISSIPPI,
INC. D/B/A MID-SOUTH WOOD

By Brenton W. Warr
Its Procurement Forester

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority a Notary Public in and for said County in said State, hereby certify that Ty Sockwell whose name as President of Lomax Pulpwood & Lumber Co., Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 6th day of November, 1991.

Lawrence H. Jolley Jr.
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority a Notary Public in and for said County in said State, hereby certify that Brenton W. Warr whose name as procurement forester of Canal Wood Corporation of Mississippi, Inc. d/b/a Mid-South Wood, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 6th day of November, 1991.

Lawrence H. Jolley Jr.
Notary Public

FORESTRY BEST MANAGEMENT PRACTICES

1. Forestry Best Management Practices have been developed by the State of Alabama. Seller requires Buyer to fully comply with Best Management Practices applicable to Buyer's operations hereunder, including, but not limited to, the following:

(A) Seller has designated by painted sale lines within the sale lands certain Streamside Management Zones (SMZ's). SMZ's are protected areas bordering lakes, streams or water courses where only limited harvesting operations will be permitted and only in such a manner so as to protect the integrity, water quality, wildlife habitat and other values of lakes, stream courses, stream beds and banks. Felling, skidding, stream crossings, temporary roads, landing locations and associated operations will strictly conform to the recommendations set forth in the Best Management Practices and shall specifically include the following:

- (i) All trees within or bordering SMZ's shall be felled so that tree tops land away from water bodies and stream courses and in a way to minimize skidder maneuvering within the SMZ.
- (ii) Buyer shall immediately remove any debris from water bodies or stream courses that result from its harvesting operations.
- (iii) Buyer shall skid felled trees in a perpendicular manner away from water bodies or stream courses.
- (iv) Buyer shall not operate skidders within 50 feet of active streams or other water bodies.
- (v) Stream courses will not be used for skidding operations, even when they are temporarily dry.
- (vi) All stream crossings and logging road locations must have prior approval of Seller.
- (vii) After completing operations, Buyer agrees to promptly remove all temporary fill materials and restore lake and stream bank contours at all crossings.

(B) Before any extended interruption in harvesting operations and upon completion of its operation, Buyer agrees to condition primary skid trails, stream crossings and landings so as to prevent erosion. Such conditioning shall include the construction of water bars, dips, diversion ditches, revegetation and such other measures as are outlined in the detailed instructions issued and made a part of this Agreement or are otherwise appropriate under the conditions.

J. R. S. W.

(C) Buyer agrees to prohibit and prevent the discarding and accumulation of any litter, trash or by-products associated with Buyer's operations or presence on the sale lands including, but not limited to, equipment servicing materials.

(D) Buyer shall use all possible care while conducting the harvesting of the timber conveyed hereunder so as not to materially damage the land on which the timber is situated, such as not logging when the site is abnormally wet.

(E) Operational Provisions:

2. In the event Buyer violates any of the requirements set forth above, Seller shall have the right to order that Buyer immediately stop its harvesting operations and demand that Buyer repair the damage resulting from the violation. The operations will be allowed to continue only after Buyer has repaired the damage and provided Seller with satisfactory evidence that Buyer will and can comply with the provisions contained herein. Buyer shall repair any damage and provide such satisfactory evidence as soon as practicable, which in no event shall exceed thirty (30) days unless Seller agrees, in writing, to an extension, which agreement shall not be withheld unreasonably. If Buyer fails or refuses to meet these obligations, Seller shall have the option to immediately terminate Buyer's right to enter upon the lands and harvest the timber therefrom.

3. Seller's right to terminate as set forth in paragraph 2 above shall be a right in addition to collection of any actual or consequential damages, including cost of repair, sustained by Seller which arise out of or result from Buyer's breach of the provisions contained herein. The remedies provided for in this paragraph are in addition to any other remedies permitted in this Agreement or allowed by law.

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

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EXHIBIT A
SUITE 4
OF PROBATE

BUYER:

(2)

1. Deed Tax	\$ 58.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 15.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 77.00

W.W.
J. R. L.