

STATE OF ALABAMA

COUNTY OF SHELBY

### TIMBER SALE AGREEMENT

THIS TIMBER SALE AGREEMENT made as of the 15th day of November, 1994 by and between DOUBLE MOUNTAIN, L.L.C., hereinafter referred to as "Seller", and KIMBERLY-CLARK CORPORATION, hereinafter referred to as "Buyer".

1. Seller agrees to sell and Buyer agrees to buy the following timber and pulpwood on the property described on Exhibit A hereto and shown on the map attached as Exhibit B hereto, which Exhibits A and B are incorporated herein by reference: (a) all pine timber and pulpwood in the planted pine areas marked by orange painted external lines, as delineated on the attached map, (b) all pine timber and pulpwood twelve inches in diameter and larger outside the bark at a six inch stump height in the natural timbered areas; and (c) all gum, oak and poplar timber twenty inches and larger in diameter outside the bark at a twelve inch stump height.
2. The consideration paid for this Agreement and the trees to be cut hereunder is the sum of Six Hundred Seventy-One Thousand and No/100 Dollars (\$671,000.00), cash in hand paid to the Seller by the Buyer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. Buyer agrees to utilize good forestry practices in harvesting all timber conveyed. Loading areas must be approved by Seller or its agents.
4. Buyer agrees that upon completion of Buyer's logging operations pursuant to this Agreement, all fences and roads damaged by Buyer's operations pursuant to this Agreement must be restored to the same condition as they existed prior to Buyer's use thereof. Water bars must be placed on temporary roads, new roads and major skid trails and these roads seeded with ground cover when logging is completed.

Buyer shall take all reasonable precautions and efforts not to cause forest fires that endanger the timber on the above-described or adjacent lands. Buyer will follow the "Best Management Practices" as set down by the Alabama Forestry Commission.

Buyer agrees to protect Seller, the lands of Seller, and the timber thereon, whether or not authorized to be cut hereunder, from and against all liens and claims of liens in any way arising out of any action or default upon Buyer's part.

Inst # 1994-34368

11/17/1994-34368  
104:24 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 21.00

5. Buyer agrees to use good logging practices in the cutting and removing of trees. Buyer, its agents, or employees will not leave trash in the woods and further agree to conduct the operation in a workmanlike manner. Upon completion of its operations hereunder, Buyer shall remove all tops and other logging debris from or in all ditches, roads, streams and game plots and Buyer will remove all equipment and fallen trees, tops, and limbs from existing roads at the end of every work day. Buyer is authorized to use roads necessary, desirable or expedient to conduct its operations hereunder, upon the lands described herein and upon other lands in the vicinity thereof as agreed between Owners of those roads, Seller and Buyer, all at Buyer's own risk. Any roads, structures and improvements built by Buyer on Seller's property necessary to transport the timber sold hereunder shall become the sole property of Seller at the termination of this Agreement. Seller makes no representations or warranties that any roads, bridges, or other improvements on the above-described property or any other property are safe or suitable for use by Buyer or those actions for or under Buyer, and all such parties may use any such roads, bridges or other improvements only at their own risk.
6. Buyer agrees to notify Hatcher & Eiland, Inc. prior to the initiation of cutting.
7. Seller grants Buyer the right of total and uninterrupted ingress and egress in, over and across the lands described herein and any adjoining lands owned by Seller. However, Buyer agrees to use existing roads where practicable.
8. Seller warrants clear marketable title to all timber on the above-described land and agrees to defend same at no cost to Buyer.
9. Seller is not associated or in any manner connected with the actual performance of this Agreement on the part of the Buyer, either as a partner, joint venturer, employer, principal or agent, or otherwise. Buyer is an independent contractor respecting the performance of this contract and is solely liable for all its acts and all labor and expenses in connection with its performance of this Agreement. Seller or Seller's agent shall, however, have the right to inspect the operations of Buyer to insure that only those trees designated for cutting are being cut, that proper forestry practices and other terms of this Agreement are being observed, but the direction of any and all of Buyer's operations shall at all times be with the Buyer, and Seller shall have no right to instruct, deal with, supervise or suggest the manner of carrying on the work of Buyer's employees, agents, servants or subcontractors.

Buyer agrees to indemnify and save harmless Seller from and against any and all liability, demands and claims, including, but not limited to, bodily injury to any person or damage to the property of any person whomsoever (including any employee or claimed employee of Buyer), in any way arising out of, in the course of, or in connection with the operations of Buyer hereunder.

Buyer shall maintain insurance that will protect it from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws. Buyer shall furnish to Seller written confirmation and evidence of such insurance.

Seller, its agents and assignees shall have the right to go upon said lands and to perform any acts or operations thereon that will not interfere with the rights of the Buyer under this Agreement. Buyer shall pay all severance taxes, all licenses and excises required by law to be paid on account of the timber felling and logging operations hereunder.

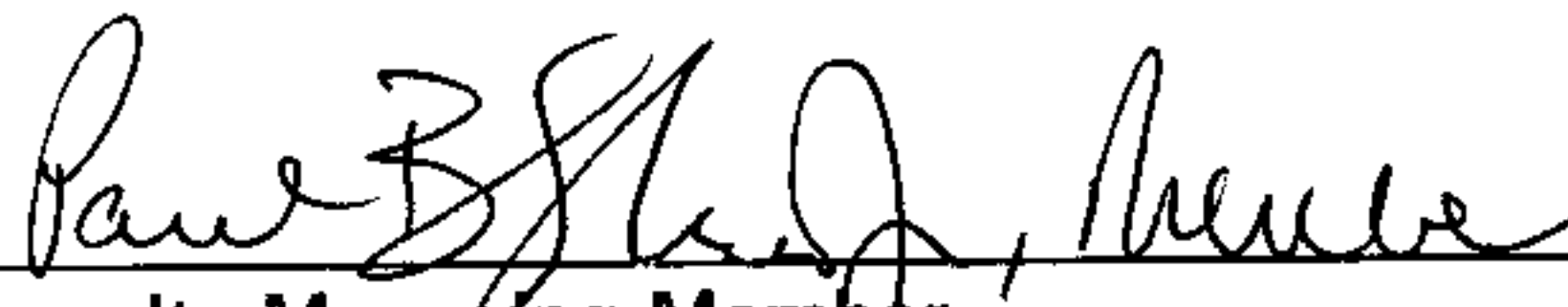
Buyer shall exercise reasonable care to avoid unreasonable damage to the timber not being cut and wrongfully cutting of undesignated trees. In the event that undesignated trees are unreasonably damaged or cut in the course of Buyer's operations as a result of Buyer's failure to exercise reasonable care, such undesignated trees shall be marked by Seller or its agent and Buyer shall compensate Seller therefor at double prices, which are considered to be fair compensation for their stumpage value and shall be Seller's sole compensation for loss, expenses, damages and loss of future growth for Buyer's cutting or damage to such undesignated trees. As used herein, "unreasonable damage" shall mean breakage to the main stem, uprooting, or any abrasion which affects one-third or more of the circumference of the main stem.

10. All trees conveyed herein shall be cut and removed by November 30, 1997, at which time this Agreement shall expire, except for any obligation of Buyer hereunder to indemnify Seller, which shall survive until the earlier of the date on which such obligations have been fulfilled or two years from the Buyer's completion of logging operations.
11. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and successors entitled to the land and/or trees thereon.

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

**SELLER:**

**DOUBLE MOUNTAIN, L.L.C.**

By   
Its Managing Member

**BUYER:**

**KIMBERLY-CLARK CORPORATION**

By B. H. Knight  
Its President, U.S. Pulp and Newsprint

STATE OF Alabama )

COUNTY OF Jefferson )

I, Jamie A. Mathews, a Notary Public in and for said County in said State, hereby certify that Paul B. Shaw, Jr., whose name as Managing Member of Double Mountain, L.L.C., a limited liability company, 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 Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 14<sup>th</sup> day of November, 1994.

[NOTARIAL SEAL]

Jamie A. Mathews  
Notary Public  
My commission expires: 9-19-98

STATE OF ALABAMA )

COUNTY OF TALLADEGA )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. H. Knight, whose name as President of Kimberly-Clark Corporation, an Alabama 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 this the 15<sup>th</sup> day of November, 1994.

[NOTARIAL SEAL]

Kim H. Warren  
Notary Public  
My commission expires: 9-23-98

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

The following property situated in Township 20 South, Range 2 West in Shelby County, Alabama:

All of the South half of Section 11 lying South and East of Double Mountain, as designated by a blue painted line.

The Southwest Quarter of the Northeast Quarter of Section 13.

The Northwest Quarter of Section 13.

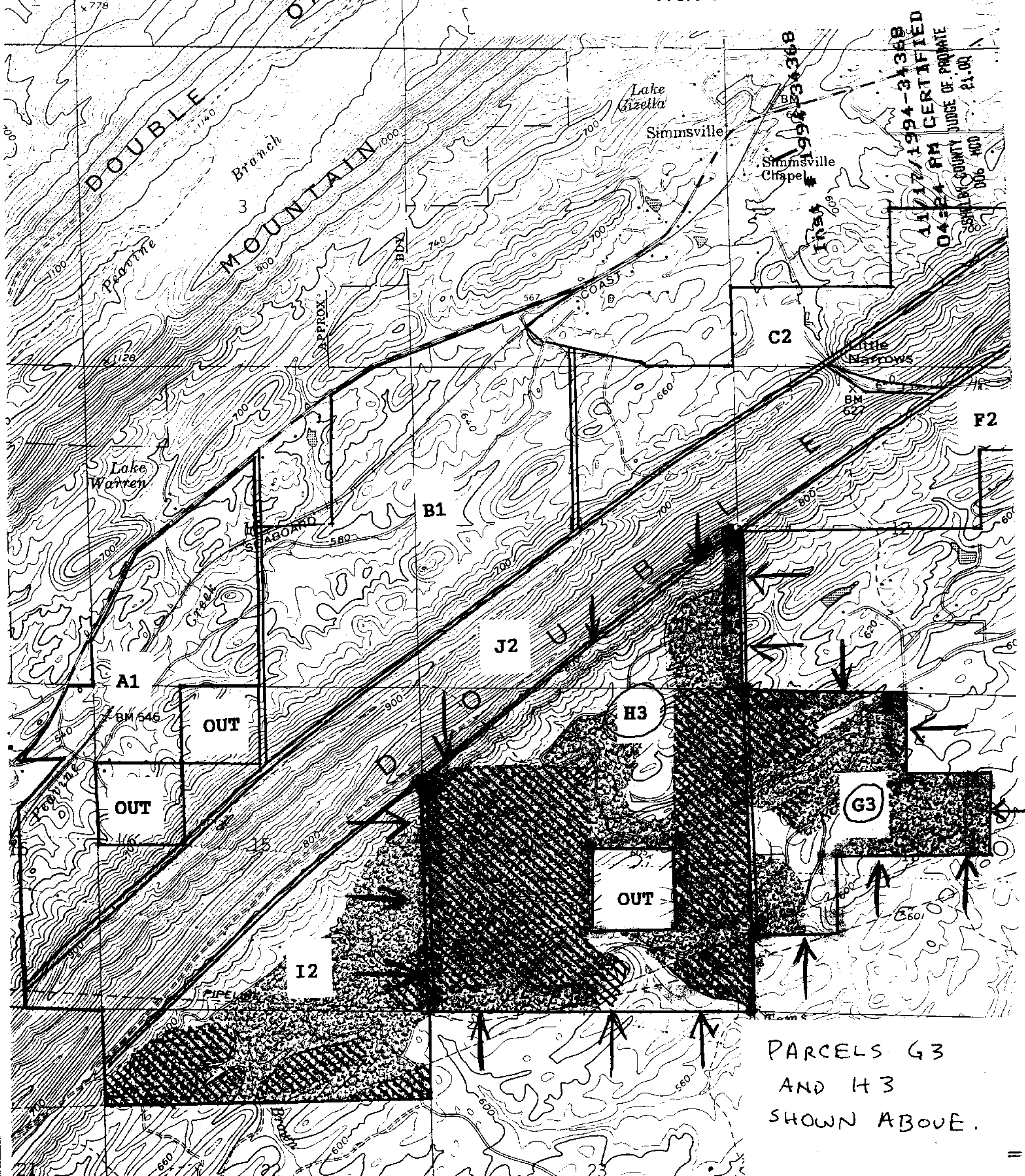
The Northwest Quarter of the Southwest Quarter of Section 13.

All of Section 14 lying South and East of Double Mountain, as designated by a blue painted line, less and except the Northwest Quarter of the Southeast Quarter.

**EXHIBIT B**

**DOUBLE MOUNTAIN TRACT  
4080.13 ACRES  
SALE BLOCKS T19S & 20S, R1 & 2W  
SHELBY COUNTY, ALABAMA  
9/8/94**

near  
Lake



PARCELS G3  
AND H3  
SHOWN ABOVE.