

STATE OF ALABAMA
COUNTY OF SHELBY

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, That LAKE CHARLESTON ESTATES, INC. A CORPORATION for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to LAKE CHARLESTON ESTATES, INC. (hereinafter called "Grantors") in hand paid by Inland Container Corporation, a Delaware Corporation with its principal office in Floyd County, Georgia, (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey unto said Inland Container Corporation, the following described timber, to-wit:

ALL MERCHANTABLE UNMARKED PINE TIMBER.

Said timber now being, standing, and growing upon the following described lands, situated in the County of SHELBY, and State of ALABAMA, to-wit:

THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AS SHOWN ON MAP ATTACHED AS EXHIBIT "A".

together with the right of ingress, egress, and regress for said Inland Container Corporation, its agent, servants, contractors, employees, successors, and assigns, over, across, and along said lands, and any other lands owned by undersigned for the purpose of cutting, removing and manufacturing said timber and the right to install on said lands machinery, equipment, roads and bridges, and structures that may be useful, necessary, or convenient in the business of logging, sawing, and removing said timber together with the right to remove same within 60 days after final date for cutting and removal hereunder. At the expiration of said 60 days, all rights of the parties growing out of the execution of this contract shall terminate. The Grantee shall have until NOVEMBER 30, 1996 to cut and remove said timber, and all timber remaining on said lands at the expiration of said time shall then revert to and vest in the Grantors, LAKE CHARLESTON ESTATES, INC., or its heirs or assigns. It is understood and agreed that the exercise of grantee's rights hereunder, including the work of harvesting the timber herein conveyed and its removal from the property hereinabove described, will, because of the very nature of such work and the use of the machinery and equipment which must be used to accomplish such work with reasonable efficiency, inevitably cause some alteration and damage to said property as well as damage to understory and small tress not to be cut. Such alteration and damage to said property and damage to understory and small trees not to be cut has been taken into consideration by grantor in agreeing to the amount of the consideration to be paid by grantee to grantor hereunder at the time of the execution and delivery of this indenture. In no event shall grantee be liable for any such

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St Clair Land

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alteration or damage to said property or damage to understory or smaller trees not to be cut, nor shall grantee bear any responsibility for restoring or attempting to restore such property to its condition as same existed prior to grantee's commencing the exercise of the rights granted it hereunder.

BY ACCEPTANCE OF THIS DEED, INLAND CONTAINER CORPORATION AGREES TO THE FOLLOWING:

A. GRANTEE AGREES AND WARRANTS THAT IT WILL AT ALL TIMES INDEMNIFY AND SAVE HARMLESS GRANTOR AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION, FOR INJURY OR DEATH OF ANY PERSON OR PERSONS, OR DAMAGE TO THE PROPERTY OF ANY THIRD PERSON OR PERSONS, WHICH MAY BE DUE IN ANY MANNER TO OPERATIONS OF GRANTEE UNDER THIS INSTRUMENT UPON SAID LANDS OR ANY OTHER LANDS OF GRANTOR. GRANTEE MUST BE SUFFICIENTLY INSURED INCLUDING BUT NOT LIMITED TO WORKMAN'S COMPENSATION AND SHOW PROOF OF INSURANCE TO COVER INJURIES AND DAMAGES.

B. ALL ROADS ON PROPERTY USED TO HARVEST TIMBER WILL BE SMOOTHED AND CLEARED AFTER LOGGING IS FINISHED.

C. BUYER SHALL EXERCISE DUE CARE TO AVOID UNREASONABLE DAMAGE TO TO THE TIMBER NOT BEING CUT, AND WRONGFULLY CUTTING OF MARKED TREES. ALL UNDESIGNATED TREES WHICH ARE UNREASONABLY DAMAGED OR CUT IN THE COURSE OF BUYER'S OPERATIONS SHALL BE MARKED BY SELLER OR ITS AGENT AND PAID FOR AT DOUBLE PRICES WHICH ARE CONSIDERED TO BE FAIR COMPENSATION FOR THE STUMPAGE VALUE, EXPENSE INCURRED ON ACCOUNT OF THE DAMAGE AND FUTURE GROWTH LOSS OF THE DAMAGED TREES. UNREASONABLE DAMAGE WILL BE CONSIDERED AS BREAKAGE TO THE MAIN STEM, UPROOTING, OR ANY ABRASION WHICH RESULTS IN DAMAGE TO ONE-THIRD OR MORE OF THE CIRCUMFERENCE OF THE MAIN STEM WHICH COULD HAVE BEEN AVOIDED IN THE COURSE OF LOGGING OPERATION.

An equitable adjustment to the purchase price shall be made and refunded by SELLER to BUYER in the event that endangered or threatened species (as defined by the Endangered Species Act and the rules and regulations promulgated pursuant thereto) are discovered upon the Land which adversely affect or prohibit the harvesting of part or all of the timber purchased herein, and to the extent such species were not disclosed by SELLER to BUYER prior to execution of this Timber Deed. The portion or amount of Land and timber affected by the presence of the endangered or threatened species shall be determined by applying the guidelines then in effect and adopted by BUYER and as applied by BUYER to timber management and harvesting practices upon its own land and as required by federal, state or local law or regulation. In the event BUYER and SELLER can not agree upon an equitable adjustment, such adjustment shall be determined by binding arbitration conducted according to the rules of the American Arbitration Association.

TO HAVE AND TO HOLD the same to the said Inland Container Corporation, its successors and assigns forever. And we do, for ourselves and our heirs, executors, and administrators, covenant with the same Inland Container Corporation, its successors and assigns, that we are lawfully seized in fee simple of the property herein conveyed; that we shall continue to pay all ad valorem taxes against the above described land the trees located thereon; that it is free from all encumbrances; and that we have a good right to sell and convey the said property; that we will and our successors and assigns, and our heirs, executors, and administrators shall warrant and defend the same to the said Inland Container Corporation, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Given under my hand and seal this the 21 day of December, 1995.

LAKE CHARLESTON ESTATES, INC.

BY: C-S-V
AS ITS PRESIDENT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHARLES GIVIANPOUR as _____ of LAKE CHARLESTON ESTATES, INC., whose name 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 on the day the same bears date.

Given under my hand and official seal this the 21 day of December, 1995.

Jane E. Ray
Notary Public

(02391-95)

Hatcher



Eiland

Foresters

Acting as agent for the Mr. Charles Givianpour, we solicit bids on 120 \pm acres located in Section 13, T18S, R1W, Shelby County, Alabama as shown on the attached map. All unmarked trees are to be cut from the sale area. Leave trees are marked with blue paint.

We have made a careful estimate of the pulpwood and chip-n-saw size trees and our estimate of their volume is:

Pine Pulpwood	734.1	Standard Cords
Hardwood Pulpwood	178.5	Standard Cords
Pine Chip-N-Saw	<u>416.8</u>	Standard Cords
TOTAL	1329.4	Standard Cords

We made a careful estimate of the sawtimber-size trees. Our estimate of their volume is:

Pine Sawtimber	211,100	Board Feet - Doyle Scale
Hardwood Sawtimber	<u>53,300</u>	Board Feet - Doyle Scale
TOTAL	264,400	Board Feet - Doyle Scale

Since our reputation is at stake, we tallied the number of these trees with utmost care and estimated their volume in accordance with the most prevalent scaling practice in the area. We cannot guarantee them, however, because utilization practices vary too widely. Bidders should assume that they will pay any severance taxes due. All roads and fences must be maintained and restored to their original condition when logging is completed. Successful bidder must agree to fully comply with states BMP's. Caution must be taken to make certain marked trees are not damaged. The sale agreement will provide penalties to cover cutting or damage of non-sale trees. A period of time until November 30, 1996 will be allowed to cut and remove the timber.

Only sealed bids will be accepted, and owner reserves the right to reject any or all bids. **BIDS SHOULD BE MAILED TO:** Mr. Charles Givianpour, c/o Hatcher & Eiland, Inc., 213 Gadsden Highway, Suite 231, Birmingham, Alabama 35235. Bids must be made on a lump-sum basis and must be received at this address not later than 10:00 p.m. on 1 December 1995. We will accept a telephone bid @ 205-833-5290 providing bidder agrees to mail bid the same day.

Please feel free to call on us for further information or assistance.

Sincerely,

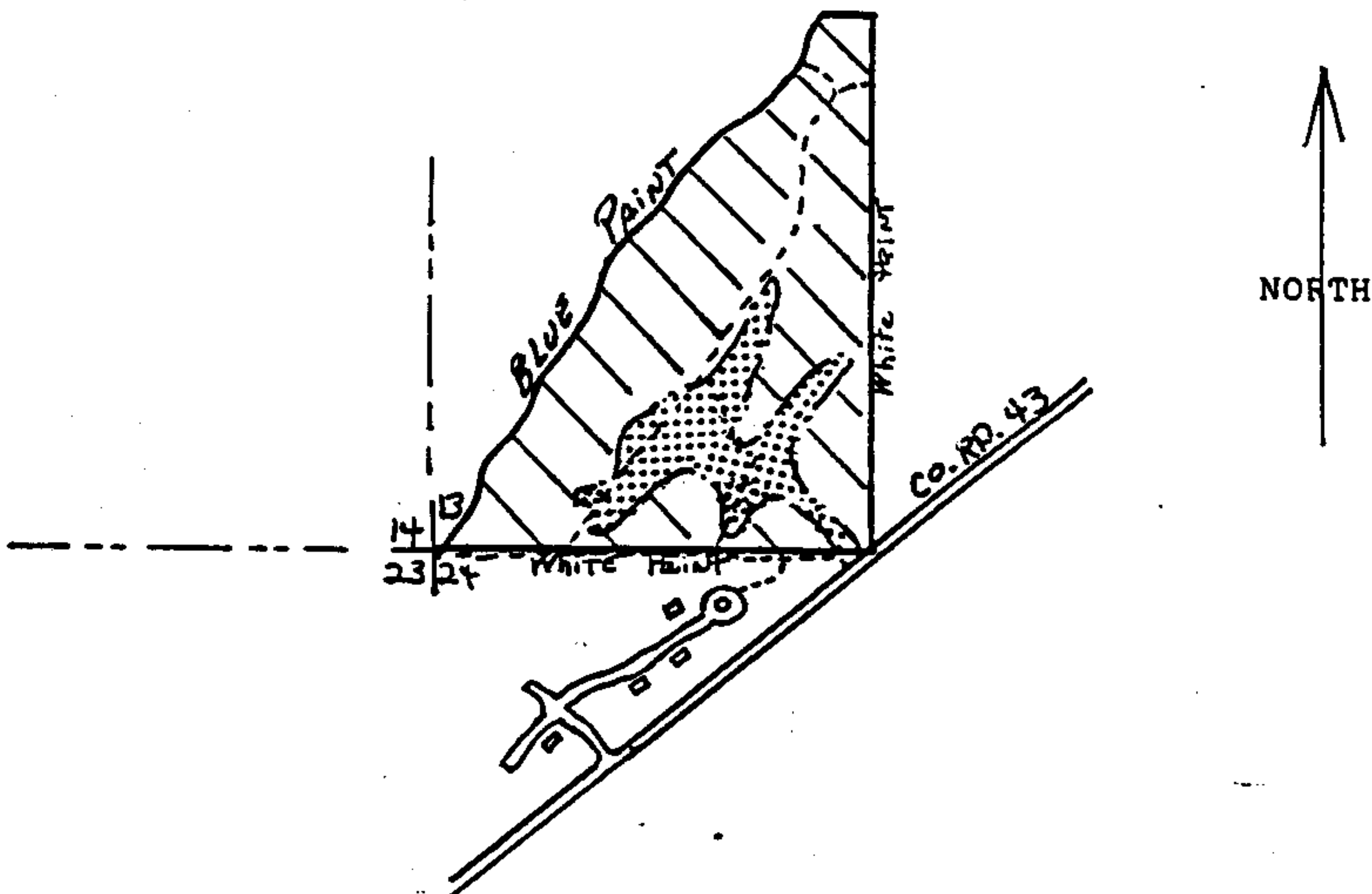
Joe W. Eiland
AL REG FOR #900

Hatcher & Eiland, Inc.

Robert D. Hatcher 2265 Roswell Rd. NE, S-305, Marietta, GA 30062 (770) 971-8740 (770) 509-4833 FAX.
Joe W. Eiland 213 Gadsden Highway, S-231, Birmingham, AL 35235 (205) 833-5290 (205) 833-5290 FAX

EXHIBIT "A"

GIVIANPOUR PROPERTY
T18s, R1W, Shelby Co.
ALABAMA



LEGEND

PAVED ROAD
WOODS ROAD
HOUSE

LAKE SITE
(all merchantable
timber to be cut)
LEAVE TREE THIN AREA
(unmarked trees to
be cut, leave trees
in blue paint)

Scale - 1 inch=1320 ft

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