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TIMBER SALE AND PURCHASE CONTRACT

STATE OF ALABAMA)
SHELBY COUNTY)

THIS CONTRACT is entered into on *OCT. 1*, 1999,
By John Rudolph Jr., Jim Rudolph and Francis R. Wilkinson
("Seller"), and Jimmy Thornton Timber Co. ("Purchaser").

Seller, for and in consideration of the sum of Seventy
five thousand dollars and no cents (\$ 75,000.00) paid by
Purchaser, the receipt whereof is hereby acknowledged,
Seller hereby grants, bargains, sells and conveys unto
Purchaser all merchantable pine timber except for the
small pines screening the access road now standing on the
following described real estate (the "Timber"):

The SE 1/4 of the NE 1/4 of Section 25, Township 18
South, Range 2 West; lying south of the Little Cahaba
River as shown on the attached Exhibit "A" together with
the right of ingress, egress and regress for Purchaser,
its agents, servants, contractors, employees, successors
and assigns, over, across and along said lands, for the
purpose of cutting and removing the timber, the parties
hereto agree as follows:

1. The Seller covenants with the Purchaser that it is
free from all encumbrances unless otherwise noted , that
they have a good right to sell and convey the timber from
said land, and they will warrant and defend the Purchasers
right to cut and remove said timber from the above
described land against lawful claims of all persons.

2. Title to the Timber shall revert to Seller if any
of the Timber is not removed from said lands within one
year from the date of signing.

3A. Purchaser shall provide and maintain at its
expense the following insurance protecting it, and the
Seller to extent of all indemnification obligations
hereunder, from claims arising out of or resulting from

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Purchaser's operations hereunder.

(a) Workers' Compensation in statutory requirements and Employer's Liability with limits of liability of not less than One Hundred Thousand Dollars (\$100,000.00) per accident.

(b) Commercial General Liability including Blanket Contractual Coverage, Broad Form Property Damage, and Personal Injury, with not less than Five Hundred Thousand Dollars (\$500,000.00) general aggregate limit per policy year for bodily injury or property damage.

(c) Business Automobile Liability covering owned, hired, leased and non-owned vehicles, with not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit for bodily injury or property damage per occurrence.

(d) The policies of insurance shall be written on an occurrence basis and shall include a provision for severability of interest to the extent of any indemnification obligations of Purchaser under this Agreement.

Prior to the commencement of the removal of the Timber, Purchaser shall furnish Seller with certificates of insurance providing evidence of the insurance required. Such certificates shall provide for ten (10) days prior written notice to Seller of either cancellation or material alteration of the above types or amounts of insurance.

3B. The Purchaser agrees to protect, defend, indemnify and hold the Seller free and harmless from and against any and all losses, claims, liens, demands, liabilities and causes of action of every kind and character including, but not limited to, the amount of any judgments, penalties, interest, court costs and legal fees incurred by the Seller in defense of same, or arising in favor of any party, occurring, or in anywise incident to, or in connection with or arising directly or indirectly

out of the Purchaser's operations hereunder and caused by any act or omission of the Purchaser, its agents and employees and subcontractors, regardless of whether or not such is caused in part by the Seller.

4. Purchaser shall conduct cutting, logging and all other operations hereunder in a careful and prudent manner and in such a way as to not unreasonably damage or destroy growing timber not sold to Purchaser, shall pay to Seller twice the stumpage rate of \$ 244/ M Doyle scale for hardwood sawtimber and \$ 13/ cord for hardwood pulpwood for timber not sold to Purchaser that may be willfully or negligently cut, or destroyed by Purchaser or its agents, servants, employees or contractors; not including, however non-conveyed trees the removal of which is necessary for reasonable entrance to the lands above described. The Purchaser, or its agents, employees or contractors will remove from the Seller's property all containers, paper, cans, bottles, cable or other manmade debris they produce while removing this timber. The asphalt road will be left in as good a condition as at the start of logging and be kept in a condition that is passable by passenger cars during the course of logging. Purchaser will be expected to comply with Alabama Best Management Practices.

5. Seller or his agent will be notified before logging is begun and one week before logging is completed. Representatives of Seller will make periodic inspections of cutting and logging operations hereunder during the term of this contract, and Purchaser agrees, promptly upon demand therefore, to correct any violations hereunder which such inspections may disclose.

6. All risks of loss or damage to the Timber shall be on the Purchaser from and after the date of this contract, and no damage to or destruction of the Timber shall relieve Purchaser of any of its options hereunder. As agent for the Seller, Jon R. Ingram R.F. will hold a performance bond of \$ 5000.00 and will determine the

Purchaser's satisfactory completion of cutting and removal operations or in the event any damage is done to subject property by Purchaser or his agent or assign, part or all of bond may be used to repair damage or forfeited as liquidated damages.

7. Purchaser shall pay all severance and like taxes on the Timber and all ad valorem taxes on its machinery and equipment on the land.

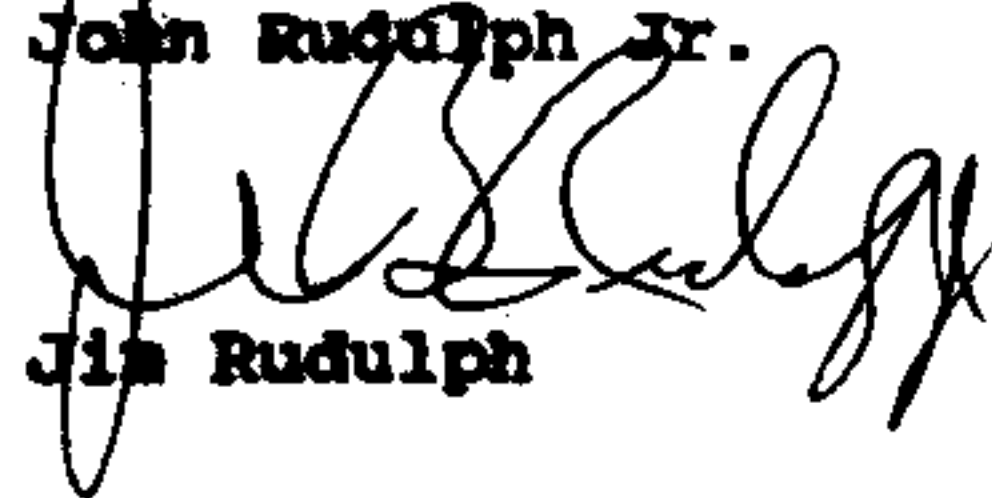
8. This contract and all the terms and provisions and covenants hereof and all the rights, title, powers and options herein contained shall be binding upon and shall inure to the benefit of and be exercised by the successors and assigns of the respective parties and the Grantees and successors in title of the Seller. This contract and the rights, benefits, powers and privileges hereunder may be assigned or transferred by either party hereto, but no such assignment or transfer by Purchaser shall release Purchaser from any of its obligations under this contract.

9. If any restriction by law or governmental regulation or of any action or any threatened action from a state, federal or local governmental agency prevents Purchaser from cutting and removing the timber purchased hereunder, Seller hereby agrees to reimburse Purchaser for the value as of the date hereof of the volume that is standing on the tract as a result of such regulation, action or threatened action. Such volume to be determined by joint cruise by Purchaser and Seller.

In witness whereof, the parties hereto have executed
this contract on the day and year first written above.

Seller:

John Rudolph Jr.


Jim Rudolph

Francis R. Wilkinson

Purchaser:

Jimmy Thornton Timber Co

In witness whereof, the parties hereto have executed
this contract on the day and year first written above.

Seller:

John Rudolph Jr.

Jim Rudolph

Francis R. Wilkinson



Purchaser:

Jimmy Thornton Timber Co

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FOR

*****ACTIVITY REPORT*****



In witness whereof, the parties hereto have executed
this contract on the day and year first written above.

Seller:
John Rudolph Jr.

Buyer:

James G. Rudolph Jr.

Francis R. Wilkinson

Francis R. Wilkinson

Purchaser:

George Champion Timber Co

George Champion

John B. Rudolph

John B. Rudolph

Charlotte G. Rudolph 10/6/99
Charlotte G. Rudolph

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