

STATE OF ALABAMA

COUNTY OF BIBB & SHELBY

TIMBER DEED

This agreement made and entered into this the 26TH day of FEBRUARY, 2001, by and between RAY SISCO & KAY VERNON (hereinafter called the "Seller") and H.C. MOORE & SON, INC., (hereinafter called the "Buyer").

W I T N E S S E T H:

1. The Seller does hereby grant, bargain, sell and convey to the Buyer, and the Buyer does hereby purchase from the Seller the following timber and/or trees as designated below: 05/23/2001-21108

ALL MERCHANTABLE TIMBER

03:28 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CJ1 43.50

2. The above described timber and/or trees conveyed hereby are located on the following described real estate in BIBB & SHELBY County, Alabama, to-wit:

SEE EXHIBIT: A

Deed Tax	284.50
Recording Fee	18.50
TOTAL	303.00

3. The Buyer agrees to pay to the Seller for the timber and/or trees hereby conveyed as follows:

\$ 307,285.⁰⁰ (284,082.00-BIBB COUNTY); (\$23,203.00-SHELBY COUNTY)

4. The Seller expressly covenants and agrees to and with the Buyer that Seller is lawfully seized in fee simple of the timber and/or trees hereinabove described and conveyed; that the same is free from any and all liens, mortgages, and encumbrances; that Seller has a good and perfect right to sell and convey the same as aforesaid; and that Seller does and will, and their executors and administrators shall, forever, warrant and defend the title to said timber and/or trees, and the possession thereof, unto Buyer, its successors and assigns against the lawful claim or claims of any and all persons whomsoever.

5. The Seller hereby gives and grants unto the Buyer the right to enter into said above described lands and to cut and remove therefrom the timber and/or trees hereby conveyed, it being expressly understood, however, that in cutting and removing said timber and/or trees the Buyer shall not cut from or off of said lands any timber and/or trees other than those hereby conveyed, except such small timber and/or trees as may be necessary to cut and remove in felling, cutting and removing said timber and/or trees hereby conveyed, or in order to open up necessary roadways to enable the Buyer to haul from said land the timber and/or trees hereby conveyed.

6. All public utility lines, ditches, and fences located on the above described land shall be protected by the Buyer so far as possible in logging operations. Any damage to fences representing property lines will be repaired. Roads and trails shall as far as possible be kept free of logs, tops, brush, debris, etc. resulting from the Buyer's operations. The Buyer shall leave all existing roads in as good condition upon completion of the logging operation as they were at the beginning. The Buyer will be expected to take action as necessary to prevent excessive erosion to any new roads and skid trails made or constructed in connection