

STATE OF ALABAMA
COUNTY OF SHELBY



This indenture made this 8th day of October, 2010, between
Jacquelyn H. Cates as Executrix under the Will of John L. Cates, deceased,
Probate Case #38-036 in the Probate Court of Shelby County, Alabama

of the State of Alabama, and County of Shelby, hereinafter called
First Party, and Lomax Pulpwood & Lumber Co., Inc.

WITNESSETH, that First Party, for and in consideration of the sum of Thirty Thousand Dollars and

00/100 (\$30,000.00)

All of the following described timber and trees, including saplings and tops suitable for pulpwood purposes, to-wit:

The above described timber and trees are standing, growing, or fallen on the following described land, to-wit:

All N 1/2 of the NE 1/4 of Section 24, Township 21 South, Range 1 West lying west of State Highway 25 except property described in Instrument # 2001-44030. All SE 1/4 of the SE 1/4 lying west of Highway 25 and apart of the NE 1/4 of the SE 1/4 lying on the South side of said 1/4-1/4 being surrounded by pasture located in Section 13, Township 21 South, Range 1 West.
60 foot buffer on Highway 25.

Shelby County, AL 10/12/2010
State of Alabama
Deed Tax : \$30.00



20101012000337720 1/2 \$45.00
Shelby Cnty Judge of Probate, AL
10/12/2010 10:05:00 AM FILED/CERT

Also the right of ingress and egress over said lands and any adjacent lands of First Party for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Second Party's independent contractors, their servants, agents, and workmen, in, through, over, and upon the said lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and improve existing roads upon the lands described herein and, where necessary, to construct haul roads and to obtain borrow material for such purpose close to the area where such material is needed; also the right to go upon said lands with men, cars, trucks, and other vehicles for the purpose of cutting, harvesting, logging, and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lumber and logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

The term of this contract shall be 1 year from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time. To end October 31, 2011.

And it is expressly agreed between the parties hereto that this conveyance and sale embraces not only the trees and timber, including pulpwood saplings and trees within the description herein contained at the date hereof but all that may grow to the measure of such description during the term of this contract.

20101012000337720 2/2 \$45.00
Shelby Cnty Judge of Probate, AL
10/12/2010 10:05:00 AM FILED/CERT

TO HAVE AND TO HOLD the said bargained trees, timber, and pulpwood rights to Second Party as above set out; and the title to the said property and the privileges the said First Party will warrant and defend against the lawful claims of all persons whomsoever.

All agreements, covenants, duties, rights, privileges, and powers herein made, imposed, granted, or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, First Party has signed, sealed, and delivered these presents, the day and year first above written.

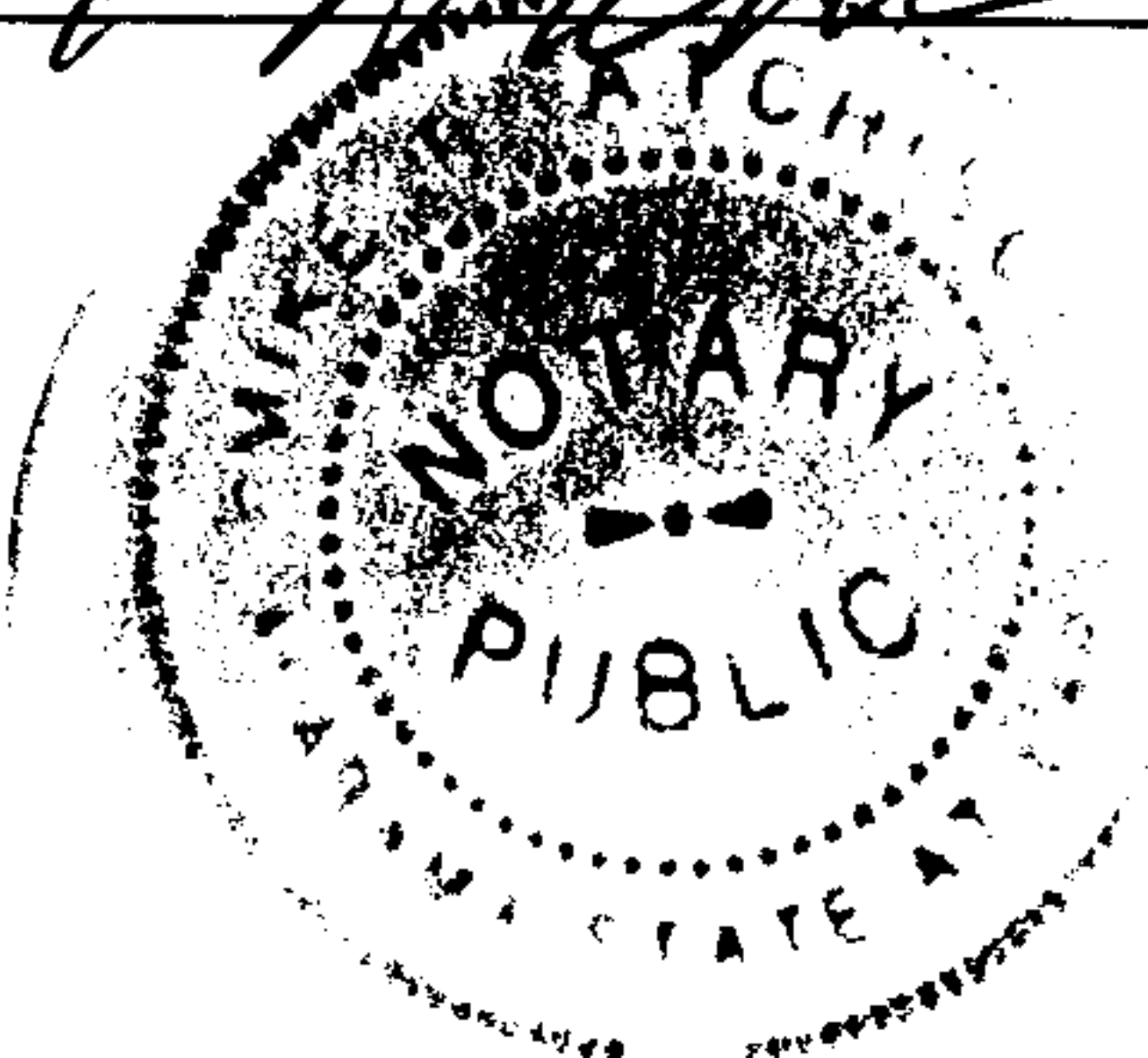
x Jacquelyn H Cates as ex (L.S.)
____ (L.S.)

STATE OF ALABAMA
Shelby COUNTY

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that Jacquelyn H. Cates as Execurtix under the Will of John L. Cates, deceased, Probate Case #38-036 in the Probate Court, Shelby County, Alabama. 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of October A.D., 2010

Mike T. Atchison



My Commission Expires: 10-16-12 Notary Public.