

PREPARED BY:
ABBEVILLE FOREST PRODUCTS INC.
POST OFFICE BOX 210
ABBEVILLE, MISSISSIPPI 38601
TELEPHONE 662-234-4300

STATE OF MISSISSIPPI
COUNTY OF DESOTO

TIMBER WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **GEORGE TIMSLEY RICKS AND WIFE, GLADYS P. RICKS, OF**, of 3353 Clifton Rd., Hernando, MS 38632, telephone no. 662-429-7482, hereinafter called the **GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Warrant unto **ABBEVILLE FOREST PRODUCTS INC., of P. O. Box 210, ABBEVILLE, MS 38601, telephone no. 662-234-4300**; hereinafter called **GRANTEE**, all hardwood sawtimber, except trees marked with blue paint, as shown on the attached map marked ("Exhibit A"), located on the following land and property located and situated in Desoto County, Mississippi, described as follows, to-wit:

IN THE NORTHWEST QUARTER AS MARKED FROM THE FOLLOWING DESCRIBED TRACT OF LAND.

NW/4 33 NW/4
INDEXING: Part of the North Half of Section 33, Township 3 South, Range 8 West, Desoto County, Mississippi, and being more particularly described as follows, to wit:

COMMENCING at the Northwest Corner of Said Section 33 (N-1923436.34, E-2378661.03); thence run North 89 degrees 44 minutes 31 seconds East a distance of 2662.87 feet along the

North line of said Section 33 to the North Quarter Corner of said Section 33; thence run North 89 degrees 54 minutes 24 seconds East a distance of 107.90 feet along said North Section line to the Northwest Corner of the Elizabeth A. Burton property as recorded in Deed Book 394 on Page 276 of the Chancery records of DeSoto County; thence run South 00 degrees 05 minutes 36 seconds East a distance of 430.00 feet along the West line of said Burton property to a point; thence run South 89 degrees 54 minutes 24 seconds West a distance of 85.00 feet along said Burton West line to a point; thence run South 00 degrees 05 minutes 36 seconds East a distance of 270.00 feet along said Burton West line to the Southwest Corner of said property; thence run North 89 degrees 54 minutes 24 seconds East a distance of 160.00 feet along the South line of said Burton property to the Southeast Corner of said property; thence run North 00 degrees 05 minutes 36 seconds East a distance of 700.00 feet along the East line of said Burton property to a point on said North line of Section 33; thence run North 89 degrees 54 minutes 24 seconds East a distance of 305.00 feet along said Section line to the Northwest Corner of the George Timsley Ricks property as recorded in Deed Book 127, on Page 78 of said Chancery records; thence run South 00 degrees 05 minutes 36 seconds East a distance of 795.00 feet along the West line of said Ricks property to the Southwest Corner of said property; thence run North 89 degrees 54 minutes 24 seconds East a distance of 555.00 feet along the South line of said Ricks property to the Southeast Corner of said property; thence run North 00 degrees 05 minutes 36 seconds West a distance of 795.00 feet along the East line of said property to a point on said North Section line; thence run North 89 degrees 54 minutes 24 seconds East a distance of 746.54 feet along said North Section line to a point; thence run South 00 degrees 16 minutes 33 seconds West a distance of 88.52 feet to a half-inch steel bar; thence run South 39 degrees 17 minutes 55 seconds West a distance of 288.68 feet to a corner fence post; thence run South 01 degree 12 minutes 11 seconds West a distance of 216.07 feet to a half-inch steel bar; thence run South 00 degrees 10 minutes 53 seconds East a distance of 567.93 feet to a half-inch steel bar; thence run South 83 degrees 20 minutes 27 seconds West a distance of 532.42 feet to a fence post; thence run South 29 degrees 58 minutes 51 seconds West a distance of 565.96 feet to a fence post; thence run South 36 degrees 48 minutes 33 seconds West a distance of 1150.18 feet to a point on the South line of the North half of said Section 33; thence run South 89 degrees 46 minutes 07 seconds West a distance of 2773.04 feet along said half-Section line to the West Quarter Corner of said Section 33; thence run North 00 degrees 24 minutes 09 seconds West a distance of 44.33 feet along the West line of said half Section to a point; thence run North 00 degrees 10 minutes 52 seconds East a distance of 2611.19 feet along said West Section line to the POINT OF BEGINNING and containing 217.42 acres, more or less. Bearing and coordinates shown are based on Mississippi State Plane Coordinates, West Zone (NAD 83). The above description was written from a plat of survey by Danny S. Rutherford, P.E.L.S. dated August 22, 2005. Being situated in the Northwest Quarter and Northeast Quarter.

SOURCE DEED: This is the same property conveyed to **GEORGE TIMSLEY RICKS AND WIFE, GLADYS P. RICKS** by virtue of a Quitclaim Deed from George T. Ricks, Jr. And wife, Elma Lee Fry Ricks, dated September 28, 2005 and recorded in Land Deed Book 511, at Page 377 in the office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT:

COMMENCING at the Northwest Corner of Section 33, Township 3 South, Range 8 West, DeSoto County, Mississippi; thence South 0 degrees 00 minutes 00 seconds East a distance of 1320.00 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 1180.00 feet to the POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds East along said line, a distance of 680.00 feet; thence South 0 degrees 00 minutes 00 seconds East a distance of 300.00 feet; thence South 28 degrees 48 minutes 39 seconds West a distance of 684.76 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 350.00 feet; thence North 0 degrees 00 minutes 00 seconds East a distance of 900.00 feet to the POINT OF BEGINNING; said described tract containing 11.78 acres, more or less and being situated in the Northwest Quarter.

The above described property is part of the property conveyed to Grantors by George T. Ricks, Jr. Et ux, by Quitclaim Deed recorded in Deed Book 511, Page 377 of the land deed records of the Chancery Clerk of DeSoto County, Mississippi.

SOURCE DEED: This is a part of the same property conveyed to GEORGE TIMSLEY RICKS AND WIFE, GLADYS P. RICKS, LAURA DELL RICKS EASLEY AND HUSBAND, R. THOMAS EASLEY, as tenants in common by virtue of a Quitclaim Deed from George Timsley Ricks And wife, Gladys P. Ricks, dated December 6, 2007 and recorded in Land Deed Book 574, at Page 374 in the office of the Chancery Clerk of DeSoto County, Mississippi.

SUBJECT TO: A right of way Instrument to Entergy Mississippi Inc. Recorded in Book 320, at Page 633.

SUBJECT TO: Powers of Attorney recorded in Book 108, Page 311 and Book 108, Page 317.

SUBJECT TO: Rights of way and easements for public utilities: and this property is subject to lack of public access.

Exhibit "A" is the map of the above described timber. In lieu of a survey description, the said map is made a part hereof in order to describe the timber, which is to be cut.

ALSO:

The right of ingress and egress for grantee, its successors and assigns, and its agents, servants, contractors and employees, over and across said lands, and any other property owned by grantor(s) for the purpose of cutting, removing and manufacturing said timber, and the right to install, on said lands, machinery, equipment and structures useful, necessary or convenient in the business of logging, sawing and removing said timber, together with the right to remove the same.

SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. This Timber Deed shall expire at midnight 24 months from the date of this deed at which time

ownership of all trees and timber remaining on the property at the expiration of this Timber Deed shall revert to Grantor; however, if logging is suspended at any time during the period of this timber deed by the DeSoto County Board of Supervisors, this contract will be extended by a sufficient number of days to cover the days of suspension and said extended days shall be days in which the weather is suitable for logging.

2. Grantee does hereby release the Grantor, his officers, agents, employees, heirs and assigns from any and all liabilities arising out of the cutting and removing of said timber and forestry products by the Grantee, his successors, employees or assigns during the term of this contract. . Grantee binds and obligates itself, and will bind and obligate its agents and independent contractors to carry:

- 1) Worker's Compensation and Employer's Liability fully covering Grantee and any other contractor's operations hereunder.
- 2) Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations.
- 3) Automobile liability coverage at minimum combined single limits of \$1,000,000 each occurrence.

3. Grantee hereby agrees that, upon completion of his timber harvesting operations, he will execute to the Grantor a release of any further rights under this Timber Deed whether or not the full term of this Timber Deed shall have expired.

4. Grantee agrees to protect and repair any and all fences, pastures, bridges, roads, creek crossings or other improvements so as to leave them in substantially the same condition as prior to the timber harvesting operation. Grantee agrees that all logging and post-harvest remedial work shall be in accordance with the "Mississippi Best Management Practices (BMP Guidelines)". Grantor agrees that winter logging will be permitted provided that logging will not be carried out during wet weather if it causes excessive rutting of the land. Grantee agrees that it will repair all roadways, including those of third parties, over which timber is hauled under grants of easements, as nearly as practicable tot he same condition as when entered upon by the grantee. Grantee shall maintain the roads during the logging operation and have road maintenance equipment and capability to repair damage to roads on a timely basis. Water bars, dips, or other diversions will be installed as needed to dissipate surface runoff and minimize erosion on all primary skid trails and temporary roads. Grantee agrees that stream channels will be left free of fill and tree tops used for temporary crossings. No logging slash or debris will be left piled or pushed up within 100 feet of the boundaries as a result of staging areas being located within close proximity tot he boundaries. All litter resulting from the logging operation will be removed from the tract. Exterior fences will be repaired or rebuilt if damaged.

5. Grantee agrees that at least 48 hours prior to harvesting, a pre-logging plan will be coordinated between the purchaser or his designated representative, and the agent forester. It must include carefully selected roads, skid trails and landings. Grantee agrees to notify Grantor or its agent prior to commencing harvesting operations and within three (3) full week-days prior to completion of said operations. Should it be necessary for Grantee to cease harvesting on a temporary basis and move its harvesting equipment from the site, Grantee agrees to give the above notifications each time

harvesting operations are temporarily halted.

6. Arbitration Clause - It is agreed and understood between the Grantor and the Grantee herein its Successors and Assigns, that should any dispute arise as to the terms and conditions of this instrument, said matter will be settled by arbitration of three (3) arbitrators whose majority decision shall be final and binding upon the parties hereto. Said arbitrators shall be selected in the following manner: Grantor shall select one (1) arbitrator, Grantee shall select one (1) arbitrator, and the two (2) arbitrators so selected shall select the third arbitrator. Said arbitrators shall be licensed Registered Foresters of Mississippi and have a minimum of 5 years experience in the State of Mississippi. Each party shall bear the expense of its arbitrator so selected, but the expense of the third arbitrator shall be equally shared by the Grantor and Grantee. Arbitration proceedings shall be conducted in accordance with the rules set forth in the Mississippi Codes. The selection of the arbitrators shall be commenced not later than thirty (30) days following any dispute that may arise and shall be completed within sixty (60) days of said dispute arising. In the event harvesting is halted due to a dispute, the period allowed herein for cutting and removal of timber shall be extended automatically for the number of days required for the selection of arbitrators and the completion of the arbitration of the dispute. Said extended days shall be days in which the weather is suitable for logging.

TO HAVE AND TO HOLD THE SAME TO THE SAID GRANTEE, its successors and assigns forever; and grantors and assigns for grantors, their heirs, executors, administrators, and assigns, that grantors are lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances, and that grantors have a good right to sell and convey the same; and that grantors, their heirs, executors and administrators shall warrant and defend the same to grantee, its successors and assigns forever, against the lawful claims of all persons.

WITNESS THE OFFICIAL SIGNATURES OF SAID LIMITED LIABILITY COMPANY,
this the 32 day of Nov. 2010.


GEORGE TIMSLEY RICKS


GLADYS P. RICKS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 22 day of November, 2010 within my jurisdiction, the within named **GEORGE TIMSLEY RICKS AND WIFE, GLADYS P. RICKS**, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

Sondra A. Pugh

NOTARY PUBLIC
(SEAL)

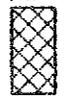
MY COMMISSION EXPIRES JUNE 21, 2012



EXHIBIT "A"

Ricks Tract Timber Analysis

Legend



PROPERTY LINE
Out

Sale Area

Trees marked with blue paint are not to be cut.

