

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

CULLARS FAMILY TIMBER FARM, LLLP,)
PRATER FAMILY PARTNERSHIP III,)
LLLP; and All Other Entities and Persons)
Similarly Situated,)

CIVIL ACTION FILE
NO. _____

CV 116 - 188

Plaintiffs,)

VS.)

WEYERHAEUSER COMPANY,)

Defendant.)

COMPLAINT – CLASS ACTION

NOW COME the plaintiffs, Cullars Family Timber Farm, LLLP (hereinafter “Cullars”) and Prater Family Partnership III, LLLP (“hereinafter “Prater III”) on behalf of themselves and all other entities and persons similarly situated (all collectively referred to herein as “Plaintiffs”) and bring this, their complaint, against Weyerhaeuser Company (hereinafter “Weyerhaeuser”) and, in support thereof, show:

Facts

1. Cullars is a limited liability limited partnership organized and existing under the laws of the State of Georgia. Its general partner is Kathryn P. Robinson.
2. Prater III is a limited liability limited partnership organized and existing under the laws of the State of Georgia. Its general partner is Jane G. Prater.
3. On or about December 16, 1959, Mrs. T. W. Cullars and others entered into a Lease Agreement and Timber Purchase Contract with The Mead Corporation. True and correct copies of

said Lease Agreement and the Timber Purchase Contract are attached hereto as Exhibits 1 and 2 respectively.

4. Cullars and Prater III are successors in interest by transfer to various Lessors and Sellers in said Lease Agreement and Timber Purchase Contract.

5. Through a series of assignments, said Lease Agreement and Timber Purchase Contract were assigned to Plum Creek Timberlands, L.P. Through a merger with Plum Creek Timber Company, Inc. and Plum Creek Timberlands, L.P., Weyerhaeuser is the successor in interest to said Lease Agreement and Timber Purchase Contract.

6. Weyerhaeuser is the Lessee in its own timber leases, and it is the successor in interest by virtue of the merger with Plum Creek Timber Company, Inc. to timber leases (all referred to herein as “the timber leases”), which were originally entered into by various persons and entities with other entities prior to being held by Weyerhaeuser by virtue of the aforesaid merger.

7. The timber leases at issue involve real estate within the State of Georgia.

8. The timber leases do not contain any terms or provisions which allow Weyerhaeuser and its Predecessors in Interest (Plum Creek Timberlands, L.P. and Plum Creek Timber Company, Inc.) to sublease to other individuals and entities the hunting rights on the properties subject to the timber leases.

9. The Lease Agreement and the Timber Purchase Contract attached to this complaint as Exhibits 1 and 2 do not contain any language which allowed Plum Creek Timberlands, L.P., Plum Creek Timber Company, Inc. (hereinafter “Predecessors in Interest”) and/or Weyerhaeuser to sublease the hunting rights.

Jurisdiction and Venue

10. Cullars and Prater III are limited liability limited partnerships organized and existing under the laws of the State of Georgia and are citizens of the State of Georgia as are its general and limited partners.

11. Weyerhaeuser is a corporation organized and existing under the laws of the State of Washington and does business in the State of Georgia and the Southern District of Georgia. Its principal place of business is in Washington State.

12. The facts giving rise to the claims of Cullars and Prater III arose in the United States District Court for the Southern District of Georgia (Augusta Division).

13. Jurisdiction in this action is based upon 28 U.S.C. § 1332, and this Court has jurisdiction of this matter.

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

15. The claims of the members of the whole class identified hereinafter in the aggregate exceed the sum of \$5,000,000.00 excluding any interest and costs.

Class Action Allegations

16. Cullars and Prater III bring this action on behalf of the Class hereinafter “the Class” that includes:

The Class

All members of the Class who have leased properties owned or controlled by them to Weyerhaeuser or its Predecessors in Interest and which timber leases do not contain language which authorized Weyerhaeuser and/or its said Predecessors in Interest to sublease hunting rights to other individuals and entities and which revenue from said sublease of hunting rights have not been paid to the Class, all in violation of the terms and provisions of the timber leases.

17. The Class includes far more than forty (40) persons and/or entities and are so numerous that joinder of all members of the Class would be impractical.

18. There are questions of law and fact common to the Class, including the central and controlling issues of law as to the interpretation of the timber leases as to the authority of Weyerhaeuser and its Predecessors in Interest to sublease hunting rights on the properties owned or controlled by members of the Class and to collect fees therefrom without remitting said sums to the members of the Class. These common issues of law and fact dominate over any individual issues.

19. The claims of Cullars and Prater III are typical of the claims being asserted on behalf of the Class. It is anticipated that Weyerhaeuser will assert defenses that will raise issues of both law and fact that will be common to the Class.

20. Weyerhaeuser and its Predecessors in Interest have acted in a manner common to the Class by collecting revenues under timber leases for subleasing hunting rights not authorized by the language of said timber leases, and such revenues should have been remitted to the members of the Class.

21. Declaratory and final injunctive relief as to the Class as a whole will be appropriate.

22. Cullars and Prater III and their attorneys will fairly and adequately represent the interests of the members of the Class.

23. The proposed Class and this action are manageable.

24. A class action is the superior procedure for resolution of the claims asserted in this action.

25. Prosecution of separate actions by individual members of the Class will create the risk of inconsistent or varying adjudications with respect to individual members of the Class that will establish inconsistent standards of conduct for Weyerhaeuser. Such adjudications could, as a

practical matter, be dispositive of the interests of other members not party to the adjudication and will substantially impair and impede their ability to protect their interests.

Causes of Action

26. Plaintiffs seek declaratory relief as provided by 28 U.S.C. § 2201.

27. The allegations of the complaint raise an action of controversy as to whether or not Weyerhaeuser and its Predecessors in Interest were allowed to sublease hunting rights under the terms and provisions of the timber leases entered into with its Predecessors in Interest and it on properties owned by Plaintiffs and whether or not Weyerhaeuser and its Predecessors in Interest could collect fees for the subleasing of said hunting rights and retaining funds therefrom without remitting same to Plaintiffs.

28. Plaintiffs have standing to bring this action in that Weyerhaeuser is continuing to sublease hunting rights on the properties owned and/or controlled by the Plaintiffs and is collecting fees for same without paying Plaintiffs for its unauthorized subleasing of the hunting rights on their properties.

29. Plaintiffs pray for declaratory relief declaring that Weyerhaeuser cannot sublease hunting rights on the properties owned and/or controlled by the Plaintiffs.

30. Plaintiffs pray for declaratory relief declaring that Weyerhaeuser cannot collect or retain monies when it lacked authority to do so under the terms and provisions of the timber leases on properties owned and/or controlled by Plaintiffs and that it lacked lawful authority to collect any remuneration from such subleases on properties leased by the Plaintiffs to Weyerhaeuser and its Predecessors in Interest.

31. Weyerhaeuser and its Predecessors in Interest acted unlawfully and without valid contracts under which it could collect fees for hunting rights subleased to others.

32. Weyerhaeuser and its Predecessors in Interest unlawfully collected monies for the subleasing of hunting rights on the properties owned and/or controlled by the Plaintiffs.

33. Plaintiffs are entitled to recover from Weyerhaeuser all fees that Weyerhaeuser and/or its Predecessors in Interest unlawfully collected from subleasing hunting rights on the properties owned and controlled by the Plaintiffs which are subject to timber leases entered into by Weyerhaeuser or now held by it as a result of the aforesaid merger.

34. Weyerhaeuser has breached the timber leases entered into by its Predecessors in Interest and it with the Plaintiffs.

35. As a result of said breaches of the timber leases, Weyerhaeuser is liable to the Plaintiffs for all fees collected from individuals and entities to whom its Predecessors in Interest have and it have subleased hunting rights without authority and in violation of the timber leases with the Plaintiffs.

36. By retaining monies obtained as a result of unlawfully subleasing hunting rights to others, Weyerhaeuser has converted sums due and owing to the Plaintiffs by converting same to its own use and in failing to pay such sums over to the Plaintiffs.

37. Plaintiffs are entitled to recover prejudgment interest on all sums unlawfully collected by Weyerhaeuser on properties owned and controlled by Plaintiffs for Weyerhaeuser's subleasing hunting rights without authority and in violation of the timber leases.

WHEREFORE, Plaintiffs demand:

- (a) that Weyerhaeuser be served with a copy of this complaint;
- (b) that this Court certify this action as a class action under Fed. R. Civ. P. 23(b)(2)

and (3);

(c) that this Court declare that Weyerhaeuser cannot collect or retain fees that its Predecessors in Interest and it have collected in violation of the timber leases when they lacked the authority under the timber leases to sublease hunting rights; that this Court declare and require Weyerhaeuser to repay all such sums collected by its Predecessors in Interest and it for subleasing hunting rights on properties subject to the timber leases on the properties owned and/or controlled by the Plaintiffs;

(d) that Plaintiffs recover from Weyerhaeuser all fees that Weyerhaeuser and its Predecessors in Interest unlawfully collected for subleasing hunting rights without authority;

(e) that Plaintiffs recover from Weyerhaeuser prejudgment interest on all sums unlawfully collected by Weyerhaeuser and its Predecessors in Interest from subleasing hunting rights on Plaintiffs' properties subject to the timber leases;

(f) that this Court restrain and enjoin Weyerhaeuser from continuing to collect fees for subleasing hunting rights on properties owned and/or controlled by the Plaintiffs;

(g) that Plaintiffs have trial by jury; and

(h) that this Court grant to the Plaintiffs such other and further relief as is just and equitable.

/s/ Samuel A. Fowler, Jr.

SAMUEL A. FOWLER, JR.

GA Bar No. 272175

Post Office Box 1620

Thomson, GA 30824-1150

706-595-8100

sammy17418@gmail.com

/s/ Thomas W. Tucker

THOMAS W. TUCKER

GA Bar No. 717975

ttucker@tuckerlong.com

/s/ John B. Long _____

JOHN B. LONG

GA Bar No. 457200

jlong@tuckerlong.com

OF COUNSEL:

TUCKER LONG, P.C.

Post Office Box 2426

Augusta, GA 30903

706-722-0771

Attorneys for Plaintiffs

LEASE AGREEMENT
FROM
MRS. T. W. CULLARS, ET AL.
TO
THE MEAD CORPORATION

TILLMAN & BRICE
ATTORNEYS
VALDOSTA, GEORGIA



THIS LEASE AGREEMENT, made and entered into this 16th day of December, 1957 by and between Mrs. T. W. Cullars, Mrs. Frances Cullars Prater, Fred R. Prater, Mrs. Peggy Cullars Guillebeau and Frank Dempsey Guillebeau, all hereinafter called "Lessors", and The Mead Corporation, an Ohio corporation, hereinafter called "Lessee",

W I T N E S S E T H: That,

WHEREAS, Lessors own all of the lands described in "Exhibit A" hereto attached and by reference made a part hereof, and the parties hereto have this day entered into a certain "Timber Purchase Contract" whereunder, among other things, the said Lessors have agreed to sell to Lessee and Lessee has agreed to buy certain quantities of timber from said described lands over and during the period commencing November 1, 1959 and ending December 31, 2025, unless the effective period of said Timber Purchase Contract be sooner terminated in a manner therein prescribed; and

WHEREAS, said Timber Purchase Contract contemplates that Lessee shall enter upon said lands at any time and from time to time during the effective period of said Timber Purchase Contract for the purpose of cutting and removing the timber which is to be bought and sold thereunder, for the purpose of protecting the said lands and the timber thereon from fire and other hazards, for purposes of reforestation and forest management, and for the several other purposes in said Timber Purchase Contract specified;

Now, the premises considered and in consideration of the annual rentals herein provided for and the mutual covenants herein set forth, and to facilitate Lessee's operations and the exercise of Lessee's rights under said Timber Purchase Contract, and for the several other purposes hereinafter indicated, Lessors hereby grant, lease and let to Lessee all of the said described lands, giving and granting unto Lessee, during the term hereof, exclusive possession of said lands and the right to occupy and use the said lands in such manner and to such extent as may be necessary or reasonably needful for Lessee to secure all of its rights herein or under said Timber Purchase Contract granted to Lessee and to perform all of its duties

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under said Timber Purchase Contract, including, but not limited to, Lessee's right to cut and remove from said lands the timber sold or agreed to be sold under said Timber Purchase Contract, and the right to permit timber purchased under or pursuant to said Timber Purchase Contract to stand, grow or remain upon said lands until such time or times as Lessee may cut and remove the same. Without limiting the foregoing provisions in any manner, Lessors specifically grant to Lessee the right, during the term hereof, to control said lands and the use thereof by others; to open, clear, construct, maintain and use such roads and bridges upon and through said lands as Lessee may reasonably deem necessary or convenient in connection with its operations hereunder or under said Timber Purchase Contract; to build, construct, place or install upon said lands such houses, mills, structures, machinery, equipment and facilities as Lessee may reasonably deem necessary or convenient for the purposes of Lessee's operations hereunder or under said Timber Purchase Contract, and to remove the same prior to the expiration or termination of the term hereof if Lessee is not then in default under said Timber Purchase Contract; and to occupy or otherwise use said improvements and facilities for the purposes of its operations hereunder or under the said Timber Purchase Contract.

The term of this Lease Agreement shall run concurrently with the term of said Timber Purchase Contract, that is to say from November 1, 1959 to and including December 31, 2025, but the term hereof shall automatically terminate and expire upon any sooner termination of the said Timber Purchase Contract or of the effective period thereof.

During the said term, Lessee and its successors and assigns are authorized and shall have the right, in the names of the Lessors, their heirs, executors, administrators, assigns and successors in title to said lands, or otherwise, to do any and all lawful things necessary or proper to prevent trespass upon said lands or damage to timber or to improvements thereon by others, and in the names of Lessors, their heirs, executors, administrators, assigns and successors in title to said lands, or otherwise, to institute and prosecute such

P. 2 actions, at law or in equity, as Lessee, its successors or assigns,

may deem necessary or proper to recover for any damage which may be done to said lands or to the timber or improvements thereon by others and/or prevent or enjoin any further trespasses thereon or damages thereto; provided, however, that the costs and expenses of any such acts or actions, including but not limited to reasonable attorney's fees, shall be recouped and deducted by Lessee from any sums thereby recovered, and the remainder of such recovered sums, if any, shall be divided between Lessors and Lessee in proportion to the damage involved to their respective interest, and should any dispute, arise between the parties regarding such division, such dispute, if not settled promptly by mutual agreement, shall be submitted to and settled by arbitration in the manner prescribed by paragraph 11 of said Timber Purchase Contract.

In consideration of this Lease Agreement and the rights, privileges and options granted to Lessee hereunder and the covenants and agreements of the Lessors herein set forth, Lessee shall pay to Lessors on or before the 20th day of December 1960, and on or before the 20th day of each December thereafter during the effective period of this lease, an annual rental computed as follows: The rental becoming due in each of the years during the effective period hereof shall be in an amount equal to the sum of all ad valorem taxes assessed during and with respect to that year upon or against the said lands and the timber thereon and the improvements now located upon said lands or hereafter placed thereon by Lessee; provided, however, that during each such year and prior to the 1st day of December of each such year Lessors shall pay all of the said taxes assessed during or with respect to such year and submit to Lessee the official tax receipts therefor or other proof satisfactory to Lessee of such payment and of the amount of such taxes, and in this regard Lessors not only covenant to make such timely payment of said taxes and submit to Lessee said receipts or other satisfactory proof, but Lessors further covenant to make in their own names all required tax returns when or before such returns are due, to promptly transmit to Lessee copies of all such returns and all tax statements and other notices received by Lessors or any of them relating to such taxes,

and to cooperate with Lessee in every reasonable manner to minimize the tax assessments and the taxes levied against said properties during the term of this lease; provided, further, that Lessee, at its option, may make and file any or all such returns, sending to Lessors copies thereof, and, as well, may make any such annual payment or any part or parts thereof directly to the tax collection authorities, rather than to Lessors, in extinguishment of such taxes or any portion thereof; and provided still further that Lessee shall have the right to contest, either in the names of the Lessors, their heirs, executors, administrators, assigns, successors in title or otherwise, any such taxes or any portions thereof which in Lessee's opinion are excessive, illegal or improperly assessed, and any delay in the making of such an annual payment or any part thereof in order to afford Lessee an opportunity to make such contest, and any such delay continuing for a reasonable time after such contest shall not constitute a default on the part of Lessee, but Lessee shall hold Lessors harmless against any interest or penalties incurred by reason of Lessee's contest of any such taxes and delays in connection therewith. Should Lessee elect

to contest any such taxes or tax assessments and notify Lessors of such election, Lessors shall not pay the taxes involved in such contest, unless directed by Purchaser to do so, until such contest shall have been finally concluded, notwithstanding the foregoing provisions of this paragraph. In arriving at the amount of any such annual rental, no taxes shall be included or taken into consideration which do not constitute legal liabilities of the Lessors or of their successors in title to said lands or of one or more of them, and there shall be taken into consideration only one-fourth ($\frac{1}{4}$) of any ad valorem taxes assessed upon or by reason of any oil, gas or minerals upon or beneath said lands and only one-fourth ($\frac{1}{4}$) of any taxes resulting from any increase in the assessed valuation of said lands attributable to the presence or probable presence of oil, gas or minerals. Also there shall not be included in the said annual rentals the amount of any income, estate, inheritance, franchise, intangible or sales taxes.

The rentals hereinabove provided for shall be paid by Lessee, its successors or assigns, to Lessors, their heirs, executors, administrators, assigns or successors in title to said lands, or, at the election of Lessee, its successors or assigns, said rentals may be paid to the tax collection authorities in satisfaction of said taxes or to a Managing Representative or Trustee named in or appointed as contemplated by Paragraph 21 of said Timber Purchase Contract. Also, any and all notices, returns or other documents contemplated hereby to be given or sent to or served upon Lessors shall be deemed effectively given, sent or served if mailed to said Managing Representative or Trustee by registered or certified United States mail, postage prepaid. Should Lessee be authorized pursuant to said Paragraph 21 of said Timber Purchase Contract to withhold the payment of any sums accruing to Lessors or to any of them under said Timber Purchase Contract, Lessee shall be authorized to similarly withhold the payment of any annual rentals hereunder for the same length of time that Lessee is so authorized to withhold payments under said Timber Purchase Contract, and such withholding of said rental payments or of any part or parts thereof shall not constitute a default of the Lessee hereunder or subject Lessee to any liability for the payment of any interest or penalty.

In further consideration of the Lessee's covenant to pay the rentals herein provided for, Lessors hereby agree that Lessees shall have and be entitled to receive an undivided one-fourth interest in all of the oil, gas and minerals which shall be removed, pumped, or extracted from the described lands during the term of the lease; provided, however, that Lessors or their assigns or successors in title shall not be privileged to explore for, mine, drill, produce or remove any such oil, gas, or minerals except with the prior written authority of the Lessee, its successors or assigns.

Lessors, for themselves, their heirs, executors, administrators and successors in title, hereby covenant and agree that neither the Lessors, their heirs, executors, administrators, assigns, successors in title, nor any of them, shall sell the said

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lands or any part thereof or interest therein to any third party during the period commencing on the date hereof and ending upon the date of the expiration or termination of the term hereof, except during a ten month period immediately following the expiration of a sixty day option to Lessee in accordance with the following provisions: Should any one or more of Lessors desire to sell said lands or any part thereof or interest therein, Lessors shall in writing offer the same to Lessee for a price and upon such terms as Lessors may fix, and Lessee shall have an option to purchase the same for such price and upon such terms for a period of sixty (60) days from Lessee's receipt of such offer. If Lessee refuses or fails to exercise said option within said sixty-day period, Lessors shall be free, for a period of ten (10) months from the expiration of said sixty-day period, to negotiate with and sell said lands or said part thereof or interest therein to any third party at the same price for which the same was offered to Lessee, or at a greater price, and upon the same terms offered to Lessee or upon terms not more favorable to such third party; provided, however, that if Lessors fail so to sell the same to a third party within said ten-month period, Lessors shall not thereafter sell the same to a third party without again offering the same to Lessee and repeating the process aforesaid; and provided further that any sale to any third party shall be subject and subordinate to the said Timber Purchase Contract and the rights of Lessee thereunder and to the provisions of this Lease Agreement and the rights of Lessee hereunder. The provisions of this paragraph and all other agreements of the Lessors set forth herein constitute covenants running with the title to said lands and shall be binding upon and enforceable against any and all successors in title to said lands or to any part thereof or interest therein; and the foregoing provisions of this paragraph are intended to have the effect and shall be construed as having the effect of presently granting to Lessee an option or options to purchase said lands and each and every part thereof and interest therein at a price or prices and upon terms to be fixed in accordance with the foregoing provisions of this paragraph, provided, however, that such

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option or options may be exercised by Lessee only during a period or periods of sixty days beginning and expiring as provided by the foregoing provisions of this paragraph. Acceptance by Lessee in writing of any offer to sell made pursuant to the provisions of this paragraph, if given within such sixty day period to Lessors or to a Trustee or Managing Representative appointed in or as contemplated by paragraph 21 of said Timber Purchase Contract, shall constitute an exercise of an option hereby granted to Lessee, and such an offer and acceptance shall constitute a contract of purchase and sale binding both the Lessors and the Lessee to consummate such purchase and sale without unnecessary delay. Any such acceptance shall be deemed sufficiently and effectively made if mailed within said sixty day period by registered or certified United States mail, postage prepaid, addressed to the then owner or owners of the lands affected by the exercise of said option or to a Trustee or Managing Representative appointed in or as contemplated by paragraph 21 of said Timber Purchase Contract. As used in this paragraph the word "sell" shall ~~mean and include any sale, lease, mortgage, transfer, encumbrance or~~ other disposition of said lands or of any part thereof or interest therein not expressly permitted by the provisions of this agreement, and any sale, lease, mortgage, transfer, encumbrances or other disposition of said land~~s~~ or of any part thereof or interest therein shall be subordinate and subject to this Lease Agreement and said Timber Purchase Contract. Nevertheless the restrictions and options set forth in this paragraph shall not prevent or apply to any sale or transfer of any or all of said lands ~~or~~ of any interest therein among or between the Lessors themselves or between two or more subsequent owners of said lands or of a part or parts thereof or of an interest or interests therein who shall have become such owners in a manner not in violation of the provisions of this paragraph, or from Lessors or any of them or any such subsequent owner or owners to his, her or their spouse, spouses, child, children or heirs, or from the Lessors, or from such subsequent owners, or any one or more of

P. 7 them, to a trust of which the grantor, grantors, transferor or

transferors or his, her or their spouse, spouses, child, children or heirs is or are the sole or principal beneficiaries; Provided, however, that any such sale or transfer shall be subject and subordinate to all other provisions of this Lease Agreement and the provisions of said Timber Purchase Contract, and all of the provisions of this paragraph as well as all other provisions of this Lease Agreement and all of the provisions of said Timber Purchase Contract shall be binding upon the purchaser or transferee. Lessors covenant and agree that in making any sale or transfer of said lands or of any part thereof or interest therein and in making any lease or of encumbrance upon the same, express reference shall be made to the existence of this Lease Agreement and of said Timber Purchase Contract, and such sale, lease, transfer or encumbrance shall expressly be made subject and subordinate to the rights of Lessee hereunder and under said Timber Purchase Contract.

Notwithstanding any provisions hereof to the contrary, the option or options provided for in the next preceding paragraph ~~and the covenant and agreement of Lessors in the next preceding~~ paragraph not to sell the said lands or any part thereof or interest therein without first offering the same to Lessee and allowing Lessee a period of sixty days in which to accept such offer shall be binding upon Lessors and continue in force and effect only during the lives of the Lessors named herein and their children who are in life at the time of the execution and delivery of this instrument and during the life of the survivor of said named Lessors and their said children and for the period of twenty-one years next after the death of such survivor.

Portions of the said lands are at present subject to Soil Bank Conservation Reserve Contracts, copies of which contracts are attached to the above mentioned Timber Purchase Contract; and this lease agreement and each and every provision hereof are expressly made subject and subordinate to the said Soil Bank Conservation Reserve Contracts and subordinate to all rights of Lessors and/or of the United States Department of Agriculture under said soil bank contracts;

and the Lessors hereby reserve unto themselves such rights of control over and possession of the said lands affected by said Soil Bank Contracts as may be necessary to enable Lessors to carry out the said Soil Bank Contracts and fulfill their obligation thereunder.

Also, there are certain houses now located upon said lands, which, with their respective curtilages, are described or identified by a schedule thereof attached hereto and marked "Exhibit B"; and Lessors reserve the said described or identified houses and the said curtilages thereof for the use, possession and occupancy of tenants who are now or shall hereafter be in the employ of Lessors or any of them; provided, however, that said reservation shall expire and terminate with respect to any such house and its curtilage if and when the same shall continue to be unoccupied by such an employee and unused by such an employee for any continuous period of two years duration. Each of said reserved curtilages shall be staked off or otherwise identified upon the ground by Lessors to the satisfaction of Lessee within six months after the date hereof, at the expiration of which time all reserved rights to any house and the curtilage

thereof which is not so staked off or identified shall terminate. At any time while any such house is reserved by Lessors under the foregoing provision, Lessors may destroy the same or remove it from the said lands and thus salvage the same or the materials thereof.

Subject to the reservations herein set forth, Lessors further grant into Lessee the right, during the entire effective period of this lease, to use as Lessee may see fit any and all houses, buildings and other improvements now upon said lands, to rent or sublet the same to others, and to destroy or remove the same from the lands and salvage for itself the materials thereof, expressly relieving the Lessee, its successors and assigns, from any obligation or maintain said improvements or to return the same to Lessors, their successors in title ~~or~~ assigns, at the termination or expiration of the term hereof.

At the time of making this Lease Agreement, Lessors, in common and/or individually, own various tracts or parcels of timber

lands in Lincoln, Wilkes and McDuffie Counties, Georgia, in addition to those described in or identified by Exhibit A hereto; and Sellers hereby jointly and severally covenant and agree that should they or their successors in title, or any one or more of them, hereafter decide to sell the said additional lands or any part or parcels thereof, Lessee shall be given the first opportunity to purchase the same, and, should Lessee express an interest in making such purchase, Lessors shall in good faith negotiate with Lessee and attempt to sell to Lessee the said lands, or such part of parcels thereof, at a price and upon terms satisfactory to Lessors, before selling or attempting to sell the same to any other party.

The obligations of all of the covenants of the Lessors herein set forth shall be binding upon their respective heirs, executors, administrators, assigns and successors in title to said lands; the obligations of all of the covenants of the Lessee herein set forth shall be binding upon its assigns and successors in title to its leasehold estate in said lands created hereby; and the benefits of said covenants shall likewise run with the title to said lands or with the title to said leasehold estate, as the case may be.

Nevertheless no transfer, assignment or conveyance of this Lease Agreement by the Lessors or any of them or of any of Lessors' rights, authority, interest, privileges, duties or responsibilities hereunder shall be binding upon or affect the interest of the Lessee until written notice thereof shall be given to and received by the Lessee; and in the event of an assignment or transfer by the Lessee of this Lease Agreement or of any or all of the Lessee's rights or interest hereunder, the Lessee shall be relieved of its obligations and duties hereunder only to the extent that such obligations are fulfilled and such duties are performed by the assignee or transferee.

Lessors jointly and severally warrant that they have good, merchantable and unencumbered fee simple title to all of the lands described in Exhibit A hereto, and Lessors jointly and severally covenant to defend their said title and, as well, the possession and P. 10 rights herein granted to Lessee, against the lawful claims of all

persons whomsoever. However, this Lease Agreement and all of the covenants and options herein set forth and the rights herein granted are expressly made subject and subordinate to all existing public utility easements and railroad rights of way now upon said lands and to the rights of the public and of governmental agencies to use and maintain any and all public roads and highways now upon said lands.

Should any part or parts of the lands described in Exhibit A hereto be released or removed from the effect of said Timber Purchase Contract pursuant to the provisions of paragraph 15 thereof, the same shall thereupon be released and removed from the effect of this Lease Agreement and taxes thereafter assessed with respect thereto shall not be included in the rentals therein provided for. Upon such a release and removal of any part of said lands, Lessee agrees to execute and deliver to Lessors such quit-claim deeds or other recordable instruments as Lessors may reasonably request to evidence the fact that Lessee has and makes no further claim to the part or parts of said lands so released and removed from the further effect of said ~~Timber Purchase Contract and this Lease Agreement.~~

In addition to other methods provided for in this Lease Agreement or otherwise available under law, this Lease Agreement may from time to time be amended by an appropriate instrument or instruments executed by Lessors, their heirs, executors, administrators, assigns or successors in title to said lands, and by Lessee, its successors or assigns.

Any such amending instrument shall be binding upon all Lessors if it bears the signatures of those among Lessors who are then available, competent adults. Any adult who is beyond the continental limits of the United States or is so seriously ill or otherwise so physically incapacitated as to be unable to sign such instrument shall not be deemed available, and any adult who lacks testamentary capacity shall not be deemed competent. A doctor's certificate that a person is so seriously ill or otherwise so physically incapacitated as to be unable to sign an instrument or P. 11 that a person lacks testamentary capacity shall be conclusive proof

of such fact.

Lessors declare that it is their intention to grant hereby a power coupled with an interest. To this end, Lessors hereby, for themselves, their heirs, devisees, executors, administrators, successors and assigns, irrevocably designate and appoint those among Lessors who from time to time may be available, competent adults to be their agents and attorneys-in-fact to execute from time to time on behalf of Lessors any instrument or instruments amending this Lease Agreement.

As used in this Lease Agreement the term "Lessors", when appropriate, shall be deemed to include or refer to the heirs, executors, administrators and successors in title of the respective Lessors named herein, and the term "Lessee", when appropriate, shall be deemed to include or refer to the successors and assigns of the Lessee named herein.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed these presents on the day and year first above written.

Mrs. J.W. Cullars (SEAL)
Mrs. Peggy Cullars Guillbeau (SEAL)
Mrs. Brown Cullars Prater (SEAL)
Frank Dempsey Guillbeau (SEAL)
LESSORS

Signed, sealed and delivered by each of the Lessors in Walker County, Georgia, in the presence of:

[Signature]
Caro L. Hayes
Notary Public

THE MEAD CORPORATION

By: D.F. Morris
President

ATTEST: W. Walker Lewis Jr.
Secretary

LESSEE

Signed, attested, sealed and
delivered on behalf of Lessee in
Montgomery County Ohio,
in the presence of:

Ruth L. Kemper
Lillian M. Umminger
Notary Public

LILLIAN M. UMMINGER, Notary Public
in and for Montgomery County, Ohio
My Commission Expires June 5, 1960

E X H I B I T A

LAND DESCRIPTIONS

All those certain tracts or parcels of land, containing in the aggregate 10,986 acres, more or less, described or identified as follows:

1. Three tracts or parcels of land containing an aggregate of 699 acres, more or less, in Wilkes County, Georgia, and being the same lands which were conveyed by Mrs. Ruby D. Cullars to Mrs. Peggy Ruth G. Guillebeau by deed dated September 18, 1959, recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, pages 578 and 579.

2. Two tracts or parcels of land containing an aggregate of 144.93 acres, more or less, in Wilkes County, Georgia, and being the same lands which were conveyed by Mrs. Ruby D. Cullars to Mrs. Peggy Ruth G. Guillebeau by deed recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, folio 578.

3. That parcel of land in the 180th District, G.M., Wilkes County, Georgia, containing 52 acres, more or less, and being the same land which was conveyed by Mrs. Ruby D. Cullars to Mrs. Peggy Ruth G. Guillebeau by deed recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, folio 577.

4. That parcel of land in the 132nd District, G.M., McDuffie County, Georgia, containing 660 acres, more or less, and being all of the lands which were conveyed by Mrs. Ruby D. Cullars and Mrs. Frances G. Prater to Mrs. Peggy Ruth G. Guillebeau by deed recorded upon the deed records of McDuffie County, Georgia, in Deed Book 47, folio 206, excepting 216.6 acres, more or less, heretofore acquired by the United States of America.

5. That parcel of land in the 182nd District, G.M., Lincoln County, Georgia, containing 115 acres, more or less, and being all of the tract of land which was conveyed by T. W. Cullars to Peggy Cullars by deed recorded upon the deed records of Lincoln County, Georgia, in P. 1 Deed Book 13, folio 273, excepting the 386.52 acres heretofore acquired

by the United States of America.

6. That parcel of land in the 188th District, G.M., Lincoln County, Georgia, containing 118.1 acres, more or less, which was conveyed by James Burton to Mrs. Peggy Ruth C. Guillebeau by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 21, folio 39.

7. That parcel of land in the 185th District, G.M., Lincoln County, Georgia, containing 142 acres, more or less, depicted upon, and described by reference to, a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 7 at page 41.

8. That parcel of land in the 185th District, G.M., Lincoln County, Georgia, containing 101.5 acres, more or less, depicted upon, and described by reference to, a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 7, page 72.

9. That parcel of land in the 185th District, G.M., Lincoln County, Georgia, containing 446 acres, more or less, and being all of the land conveyed to Mrs. Peggy Ruth C. Guillebeau by Mrs. Ruby D. Cullars et al., dated August 2, 1956 and recorded upon the public records of Lincoln County, Georgia in Deed Book 18, folio 554, except 46.98 acres heretofore condemned by the United States.

10. Fifty (50) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy Ruth C. Guillebeau by Mrs. Ruby D. Cullars, et al. by deed recorded upon the public records of Lincoln County, Georgia, in Deed Book 18, folio 557.

11. Fifty (50) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy C. Guillebeau by W. C. Jones by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 524.

12. Fifty-two (52) acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy Cullars Guillebeau by Mrs. Ruby D. Cullars by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book P. 2 17, folio 130.

13. Sixty-six (66) acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being all of the tract of land which was conveyed to Mrs. Peggy Gullars Guillebeau by Mrs. Ruby D. Gullars by deed recorded upon the deed records of Lincoln County, Georgia in Deed Book 17, folio 134, except 14 acres which has been selected and identified as a house site.

14. Two Hundred Sixteen (216) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy Ruth G. Guillebeau by Mrs. Ruby D. Gullars, et al., by deed recorded upon the deed records of Lincoln County, Georgia in Deed Book 18, folio 553.

15. One Hundred Seventy-Five (175) acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being all of the 176 acres tract heretofore conveyed to Mrs. Peggy Ruth G. Guillebeau by Mrs. Ruby D. Gullars, et al., by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 552 except one acre heretofore disposed of by the said Mrs. Guillebeau.

16. One Hundred (100) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being all of the land lying West of the Public Road and depicted upon a plat of a 229 acre tract recorded upon the public records of Lincoln County, Georgia in Deed Book 7, folio 63.

17. Ninety-Five (95) acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being all of the lands conveyed to Mrs. Peggy Ruth G. Guillebeau by Lincoln County by deed recorded upon the public records of Lincoln County, Georgia, in Deed Book 10, folio 313-314 except 39.6 acres acquired by the United States by deed recorded upon said records in Deed Book 16, folio 100.

18. 78.2 acres, more or less, in the 185th District, G.M., Lincoln County, Ga., being the same land which was conveyed to Peggy G. Guillebeau by Mrs. Mossely Howard by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 73.

19. One Hundred Seventy-Five (175) acres, more or less, in the P. 3 187th District, G.M., Lincoln County, Georgia, being the land described

in the deed from Mrs. Ruby D. Cullars, et al., to Mrs. Peggy Ruth G. Guillebeau recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 555.

20. 128 $\frac{1}{2}$ acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, depicted upon a plat thereof recorded upon the public records of Lincoln County, Georgia, in Plat Book 1, folio 188.

21. 160 acres, more or less, in the 183rd District, G.M., Lincoln County, Georgia, being the land conveyed to Mrs. Peggy Ruth Cullars Guillebeau by Mrs. Ruby D. Cullars by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 16, folio 358.

22. 106 acres, more or less, in the 183rd District, G.M., Lincoln County, Georgia, being all of the land conveyed to Mrs. Frances C. Prater by Mrs. Mary Lissie Reese, et al., by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 191-192, except 49 acres acquired by the United States by deed recorded upon said records in Deed Book 14, folio 410-411.

23. 100.5 acres, more or less, in the 186th District, G.M., Lincoln County, Georgia, being all of the land described in the deed from T. P. Lovelace to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 191, except 59.45 acres acquired by the United States by deed recorded upon said records in Deed Book 16, folio 18.

24. 465.7 acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being all of the lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the public records of Lincoln County, Georgia, in Deed Book 18, folio 510-511.

25. 123 $\frac{1}{2}$ acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 8, folio 69.

26. Fifty (50) acres, more or less, in the 184th District, G.M., Lincoln County, Georgia, being the land described in the deed from P.4 B. M. Aycock, et al. to Mrs. Frances C. Prater recorded upon the deed

records of Lincoln County, Georgia, in Deed Book 15, folio 185.

27. 187.7 acres, more or less, in Lincoln County, Georgia, being the lands quit-claimed by Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 503.

28. 214 $\frac{1}{2}$ acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 10, folio 392.

29. 117 acres, more or less, in Lincoln County, Georgia, being the same lands which were conveyed by T. W. Cullars to Mrs. Frances Cullars Prater by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 13, folio 209.

30. 100 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 11, folio 23.

31. 100 acres, more or less, in the 187th District, G.M.,

Lincoln County, Georgia, being the lands described in the deed from Mrs. Ruby D. Cullars to Mrs. Frances Cullars Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 16, folio 358.

32. 102 acres, more or less, in the 269th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 4, folio 127.

33. 49 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land described in the deed from H. A. Ware to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 10, folio 499.

34. 175 acres, more or less, in Wilkes County, Georgia, being the same lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Wilkes P. 5 County, Georgia, in Deed Book A73, folio 461.

35. 82 acres, more or less, in the 184th District, G.M., Lincoln County, Georgia, being the same land described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 506. Also the right-of-way which was conveyed by Job Wellmaker to Thomas D. Crook on September 5, 1901.

36. 220 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 508.

37. 387.38 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being all of the lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia in Deed Book 18, folio 503.

38. 110 acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being the lands described in the deed from Mrs. Ruby D. Cullars, et al. To Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 507.

39. 175 acres, more or less, in the 186th District, G.M., Lincoln County, Georgia, being the land described in the deed from M. H. Hogan to Mrs. Fred R. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 11, folio 85.

40. 103.5 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the land described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 504.

41. 252.5 acres, more or less, in the 184th District, G. M., Lincoln County, Georgia, being the lands described in the deed from Mrs. W. D. Higdon to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 190.

42. 148 acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat P. 6 thereof recorded upon the public records of Lincoln County, Georgia, in

Deed Book 16, folio 196.

43. 84 acres, more or less, in the 186th District, G.M., Lincoln County, Georgia, being the lands described in the deed from T. W. Cullars to Mrs. Frances Cullars Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 256.

44. 282.75 acres, more or less, in the 167th District, G. M., Wilkes County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Wilkes County, Georgia, in Deed Book A46, folio 313.

45. 250 acres, more or less, in the 182nd and 269th Districts, G.M., Lincoln County, Georgia, being all of the 450 acre tract described in the deed from J. H. Ashmore to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 13, folio 183, except 283.29 acres thereof heretofore acquired by the United States of America.

46. 77.75 acres, more or less, in the 166th District, G.M., Wilkes County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Wilkes County, Georgia, in Deed Book A66, folio 462.

47. 1067 acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, bound on the North and East by lands of the United States, on the South by lands of J. W. Rhodes, and on the West by lands of M. G. & J. J. Dorn, Inc., and being ~~also~~ the tracts described as 321 acres, 321 acres, 550 acres and 1097 acres by deeds recorded upon the deed records of Lincoln County, Georgia, in Deed Book 13 at pages 23, 27 and 199 and Deed Book 11 at page 108, respectively, excepting, however, the 1219.03 acres acquired by the United States by deed recorded upon said records in Deed Book 16, folio 91.

48. 293 acres, more or less, in the 177th District, G.M., Wilkes County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Wilkes County, Georgia, in Deed Book A49, folio 412.

49. 66 acres, more or less, in the 180th District, G.M., Wilkes P. 7 County, Georgia, being the lands described in the deed from C. D. Pullen

to Mrs. T. W. Cullars recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, folio 69-70.

50. 127 acres, more or less, in Lincoln County, Georgia, being the same lands described in the deed from Ira Brinkley to Mrs. T. W. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 3, folio 214.

51. 180 acres, more or less, in the 184th District, G.M., Lincoln County, Georgia, consisting of three tracts of 125 acres, 50 acres and 5 acres as described by deeds recorded upon the deed records of Lincoln County, Georgia, in Deed Book P, folio 149-150, Deed Book P, folio 205, and Deed Book 16, folio 242-243.

52. 166 acres, more or less, in the 180th District, G.M., Wilkes County, Georgia, particularly described by reference to a plat thereof recorded upon the deed records of Wilkes County, Georgia, in Deed Book A-48, folio 42.

53. 83 acres, more or less, lying principally in the 180th District, G.M., Wilkes County, Georgia, but partially in the 188th Dist., G.M., Lincoln County, Georgia, and particularly described by reference to a plat thereof recorded upon the public records of Wilkes County, Georgia, in Deed Book A65, folio 68.

54. 30 acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being the lands described in the deed from Mrs. Peggy Ruth C. Guillebeau, et al. to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 538.

55. Two tracts of land aggregating $388\frac{1}{2}$ acres, more or less, in Wilkes County, Georgia, being the same lands referred to in the deed from Mrs. Peggy Ruth C. Guillebeau, et al. to Mrs. Ruby D. Cullars recorded upon the deed records of Wilkes County, Georgia, in Deed Book A73, folio 84 (said lands being erroneously described in said deed as being in Lincoln County, Georgia).

56. 92 acres, more or less, in the 187th District, G.M.,
P. 8 Lincoln County, Georgia, being the lands described in the deed from Mrs.

Lou Haynes to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 13, folio 210.

57. 94 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 3, folio 451.

58. 10 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the land described in the deed from Mrs. Clayton Oliver, et al. to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 576.

59. 104 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 3, folio 450.

60. 50 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the land described in the deed from C. W. Wells, Sr. to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 21, folio 40.

61. 120 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the land described in the deed from Mrs. J. N. Jones, et al. to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 565.

62. 107.25 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the land described in the deed from Mrs. Mattie House Bufford to Mrs. T. W. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 373.

63. 82.5 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 11, folio 22.

64. 132.5 acres, more or less, in the 183rd District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in

P. 9

Plat Book 1, folio 109.

65. 94.2 acres, more or less, in the 186th District, G.M., Lincoln County, Georgia, being the land described in the deed from Lavina Glaze to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 267.

66. Three tracts of land aggregating 273 3/4 acres, more or less, in the 269th District, G.M., Lincoln County, Georgia, being the lands described in the deed from B. F. Guillebeau to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 566.

67. 177.4 acres, more or less, in the 269th District, G.M., Lincoln County, Georgia, being the lands described in the deed from B. M. Aycock, et al, to Mrs. Ruby D. Cullars recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 567.

68. 75.66 acres, more or less, in the 183rd District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 14, folio 51.

E X H I B I T B

RESERVED HOUSES

(1) One house and the curtilage thereof, not exceeding five acres, located upon the 288 acre tract of land in Wilkes County, Georgia, known as the Loflin Place and described in a deed recorded in Deed Book A73, folio 83.

(2) ~~Two~~^{One} houses and the curtilages thereof, not exceeding one acre each, located upon the 252½ acre tract of land in Lincoln County, Georgia, known as the Mrs. W. D. Higdon Place and described in a deed recorded in Deed Book 18 folio 305.

(3) One house and its curtilage, not exceeding one acre, located upon the 110 acre tract of land in Lincoln County, Georgia, known as the Brooks Parks Place and described in a deed recorded in Deed Book 18, folio 507.

(4) ~~Two~~^{three} houses and the curtilages thereof, not exceeding ~~six~~^{eight} acres in the aggregate, located upon the 210 acre tract of land in Lincoln County, Georgia, known as the W. Z. Florence Place and described in a deed recorded in Deed Book 18, folio 553.

(5) One house and its curtilage, not exceeding ~~two~~^{three} acres, located upon the 100 acre tract of land in Lincoln County, Georgia, known as the ~~Gullans~~^{W.T. House} (Home Place) and described in a deed recorded in Deed Book 11, folio 23.

(6) Two houses and the curtilages thereof, not exceeding two acres in the aggregate. Located upon the 84 acre tract of land in Lincoln County, Georgia, known as the Zedrick Leverint Place and described in a deed recorded in Deed Book 12, folio 210.

(7) One house and its curtilage, not exceeding two acres, located upon the 175.3 acre tract of land in Lincoln County, Georgia, known as the Aycock Brothers Place and described in a deed recorded in Deed Book 17, folio 567.

(8) One house and its curtilage, not exceeding one acre, located upon the 698 acre tract of land in Wilkes County, Georgia, known as P. 1 the Union Central Place and described in a deed recorded in Deed

Book A66, folio 67.

(9) ^{Three} ~~Two~~ houses and the curtilages thereof, not exceeding ^{Asst} ~~three~~ acres
in the aggregate, located upon the 1.067 acre tract of land in Lincoln
County, Georgia, known as the McCord Place and described in a deed
recorded in Deed Book 11, folio 108.

* * * * *

Conservation Reserve

04-07-59

EXHIBIT B

Soil Bank

U. S. DEPARTMENT OF AGRICULTURE COMMODITY STABILIZATION SERVICE SOIL BANK CONSERVATION RESERVE CONTRACT	8P-190-R 8P-139-R 9P-9-L 8P-77-L 8P-189-R 8P-192-L 8P-51-R, 8P-52-R, 8P-72-L, 8P-73-L, 8P-171-L, 8P-75-L	FORM APPROVED BUDGET BUREAU NO. 40-18889, I ACRES IN FARM 27,705 STATE Georgia COUNTY AND FARM NO. 57-091-32035	COUNTY Lincoln CONTRACT NO. 18-58-68A
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PART I - FARM IDENTIFICATION AND ACREAGE DATA

1. LOCATION OF FARM	2. FARM SOIL BANK NAME ACRES Regular Base 1258.0 Follow Regular System: Odd years Even years
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PART II - CONSERVATION RESERVE ACREAGE, PRACTICES, AND ANNUAL PAYMENT

FIELD IDENTIFICATION (A)	PRACTICE DESCRIPTION (DETAILS ON FORM COM-111 SOIL BANKS)				CONTRACT PERIOD		ANNUAL PAYMENT RATE PER ACRE				MAXIMUM DOLLARS
	CHECK ONE OPTIONAL AND FARM	MAINT. TAXES	NO.	PRACTICE NAME	BEVIN (1)	YEAR (2)	REGULAR		NON- DIVERSION		
							ACRES (3)	RATE (4)	ACRES (5)	RATE (6)	
1. Fields 1a, 1b, 1c, 2a, 3a, 3b, 4, 5, 6a, 6b, 7a, 7b, 8a, 8b, 8c, 9a, 10	X		A-7	Tree Cover, Loblolly Pines	57-091	1967	42.6	8.00			340.80
Fields 1a, 1b, 4, 5, 6, 7, 1c	X		A-7	Tree Cover, "	"	"	15.3	8.00			122.40
2. Fields 2b, 2c, 2d, 2e, 8, 9, 10a, 10b, 10c	X		A-7	Tree Cover, "	"	"	21.4	8.00			171.20
3. Fields 5, 6, 8	X		A-7	Tree Cover, "	"	"	8.1	8.00			64.80

PART III - PRODUCERS SIGNATURE, CERTIFICATION AND ANNUAL PAYMENTS SHARES

The undersigned producers hereby agree to the terms and conditions of this contract and certify that all the producers having any control of the farm during the entire contract period and all of the producers who are entitled to payment under this contract are shown in this Part III, or on the continuation sheet attached hereto, and each undersigned producer certifies that he has not entered into conservation reserve contracts, including this contract, under which the aggregate of his shares of the annual payments for any year for all farms in which he has an interest will exceed \$5,000.00, or such larger amount as may be authorized by the Secretary of Agriculture.

THE TERMS AND CONDITIONS CONTAINED IN PART V HEREOF ARE A PART OF THIS CONTRACT

(FOLD HERE)

NAMES AND ADDRESSES OF PRODUCERS (A)	ANNUAL PAYMENT SHARE				SIGNATURES OF PRODUCERS (F)	DATE (G)
	LINE 1 (B)	LINE 2 (C)	LINE 3 (D)	LINE 4 (E)		
1. Mrs. Ruby D. Oullars, Rte. 4, Lincoln, Ga.	33.33	33.33	33.33	33.33		4-7-59
6. Mrs. Frances Prater, Lincoln, Ga, Rte 4	33.33	33.33	33.33	33.33		4-7-59
7. Mrs. Peggy Guilbeau, Lincoln, Ga, Rte 4	33.33	33.33	33.33	33.33		4-7-59

PART IV - APPROVAL FOR SECRETARY OF AGRICULTURE

SECRETARY OF AGRICULTURE:

By J. S. Strothor 4-7-59
(COUNTY COMMITTEEMAN) (DATE)

PART V - TERMS AND CONDITIONS

1. Each of the owners or operators (hereinafter referred to as "contract signer") whose signature appears in Part III above hereby agrees to participate in the Conservation Reserve Program and fully understands that his participation therein is subject not only to all the provisions of this contract, but also to all of the provisions of the regulations issued by the Secretary governing the Conservation Reserve Program. Such regulations, which are hereby made a part of this contract, are hereinafter referred to as "the Regulations". No amendment or revision of, or supplement to, the Regulations which becomes effective after the date that this contract is executed shall be applicable to this contract if such amendment, revision, or supplement imposes any obligation on the contract signer greater than or in addition to the obligations set forth herein and discharges the obligations of the Secretary hereunder.

2. (a) The tract(s) of land identified under "Field Identification" in Part II hereof shall be the conservation reserve.
 (b) (1) If a conservation practice is to be carried out on the conservation reserve, as shown in Part II above, the contract signer shall carry out the practice as soon as practicable after the execution of this contract and in accordance with the specifications which shall be obtained from the office of the county committee, and shall maintain the practice in accordance with good farming practice during the entire contract period.
 (2) If an approved cover is already established on the conservation reserve, as shown in Part II above, the contract signer shall maintain the cover in accordance with good farming practice during the entire contract period.

(Continued on reverse)

Sheet 2

FORM 600-1 (2011) (2011) (2011) U. S. DEPARTMENT OF AGRICULTURE COMMODITY STABILIZATION SERVICE SOIL BANK CONSERVATION RESERVE CONTRACT	FORM APPROVED SUBJECT BUREAU NO. 40-R-1889-1 ACRES IN FARM: 27,705 STATE: Georgia COUNTY: Lincoln ANNUAL PRACTICE NO.: CODE AND FARM NO.: 57-091-32035 CONTRACT NO.: 18-58-68A See sheet No. 1
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PART I - FARM IDENTIFICATION AND ACREAGE DATA

A. LOCATION OF FARM	B. FARM SOIL BANK RANK ACRE# 1258.0 Regular Rank Public Resource System OAI #1889 EYES 215071
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PART II - CONSERVATION RESERVE ACREAGE, PRACTICES, AND ANNUAL PAYMENT

FIELD IDENTIFICATION (SEE INSTRUCTIONS)	PRACTICE DESCRIPTION (DETAILS ON FORM 600-115 (SOIL BANK))				CONTRACT PERIOD		ANNUAL PAYMENT RATE PER ACRE				MAXIMUM DOLLARS
	CHECK ONE		PRACTICE	BEGIN.	THRU	ACRES	RATE	ACRES	RATE		
	REWARD-ELIGIBLE PRACTICE	MAINT. PRACTICE								NO.	
5. Fields 1a,2a,2b,3,4,5 8P-171-L	X		A-7	Tree Cover, Loblolly Pine	5859	1967	72.5	8.00			580.00
6. Fields 8a,8b,8d,17,18,19 8P-75-L	X		A-7	Tree Cover "	"	"	19.7	8.00			157.60
7. Fields 1,3a,3b,4a,5a 8P-192-L	X		A-7	Tree Cover "	"	"	29.2	8.00			233.60
8. Fields 1,2,3,4,5 9P-9-L	X		A-7	Tree Cover "	3959	1958	23.2	8.00			220.40

PART III - PRODUCERS SIGNATURES, CERTIFICATION AND ANNUAL PAYMENTS SHARES

The undersigned producers hereby agree to the terms and conditions of this contract and certify that all the producers having any control of the farm during the entire contract period and all of the producers who are entitled to payment under this contract are shown in this Part III, or on the continuation sheet attached hereto, and each undersigned producer certifies that he has not entered into conservation reserve contracts, including this contract, under which the aggregate of his shares of the annual payments for any year for all farms in which he has an interest will exceed \$5,000.00, or such larger amount as may be authorized by the Secretary of Agriculture.

THE TERMS AND CONDITIONS CONTAINED IN PART V HEREOF ARE A PART OF THIS CONTRACT

(FOLD HERE)

NAMES AND ADDRESSES OF PRODUCERS (SEE INSTRUCTIONS)	ANNUAL PAYMENT SHARE				SIGNATURES OF PRODUCERS (SEE INSTRUCTIONS)	DATE
	LINE 1 (181)	LINE 2 (177)	LINE 3 (191)	LINE 4 (191)		
1. Mrs. Ruby D. Cullars, Rte 4, Lincolnton, Ga <small>OWNER OF OTHER THAN OPERATION</small>	33.33	33.33	33.33	33.33		4-7-59
4. Mrs. Frances Frater, Rte 4, Lincolnton, Ga	33.33	33.33	33.33	33.33		4-7-59
1. Mrs. Peggy Guillebeau, Rte 4, Lincolnton, Ga	33.33	33.33	33.33	33.33		4-7-59

PART IV - APPROVAL FOR SECRETARY OF AGRICULTURE

SECRETARY OF AGRICULTURE:

By J. S. Strother 4-7-59
(SEE COUNTY COMMISSIONER) (DATE)

PART V - TERMS AND CONDITIONS

1. Each of the owners or operators (hereinafter referred to as "contract signer") whose signature appears in Part III above hereby agrees to participate in the Conservation Reserve Program and fully understands that his participation therein is subject not only to all the provisions of this contract, but also to all of the provisions of the regulations issued by the Secretary governing the Conservation Reserve Program. Such regulations, which are hereby made a part of this contract, are hereinafter referred to as "the Regulations". No amendment or revision of, or supplement to, the Regulations which becomes effective after the date that this contract is executed shall be applicable to this contract if such amendment, revision, or supplement imposes any obligation on the contract signer greater than or in addition to the obligations set forth herein or diminishes the obligations of the Secretary hereunder.

2. (a) The tract(s) of land identified under "Field Identification" in Part II hereof shall be the conservation reserve.
 (b) (1) If a conservation practice is to be carried out on the conservation reserve, as shown in Part II above, the contract signer shall carry out the practice as soon as practicable after the execution of this contract and in accordance with the specifications which shall be obtained from the office of the county committee, and shall maintain the practice in accordance with good farming practices during the entire contract period.
 (2) If no approved cover is already established on the conservation reserve, as shown in Part II above, the contract signer shall maintain the cover in accordance with good farming practices during the entire contract period.

(Continued on reverse)

SOIL BANK
CONSERVATION RESERVE CONTRACT

U. S. DEPARTMENT OF AGRICULTURE
CONSERVATION STABILIZATION SERVICE

FORM APPROVED
BUDGET BUREAU NO. 45-78899-1

ACRES IN FARM 27.705	STATE Georgia	COUNTY Lincoln
AERIAL PHOTO. NO. See sheet No. 1.	ODDS AND FARM NO. 57-091-32035	CONTRACT NO. 18-58-68-A

PART I - FARM IDENTIFICATION AND ACREAGE DATA

A. LOCATION OF FARM

B. FARM SOIL BANK DATA

Regular Base **1258.0** ACRES
 Other Reserves System
 Old Years
 New Years

PART II - CONSERVATION RESERVE ACREAGE, PRACTICES, AND ANNUAL PAYMENT

FIELD IDENTIFICATION (1)	PRACTICE DESCRIPTION (DETAILS ON FORM CAP-115 (SOIL BANK)) (2)		CONTRACT PERIOD		ANNUAL PAYMENT RATE PER ACRE				MAXIMUM DOLLARS (3)
	CHECKONE ESTABLISH MAINTAIN (4)	PRACTICE NAME (5)	BEGIN. (6)	THRU (7)	REGULAR		NON-DIVERSION		
					ACRES (8)	RATE (9)	ACRES (10)	RATE (11)	
1. 9. Fields 1,2,3,4,5,6,7,8 8P-77-L	X	A-7 Tree Cover. Pine	1959	1968	27.6	9.50			262.20
2. 10. Fields 1,2,3,4,5,6 8P-189-R	X	A-7 Tree Cover.			15.8	9.50			150.10
3. 11. Fields 1,7 8P-139-R	X	A-7 Tree Cover.			12.2	9.50			115.90
4. 12. 11, 12a, 13, 15, 16 8P-75-L	X	A-7 Tree Cover.			64.7	9.50			614.65

PART III - PRODUCERS SIGNATURES, CERTIFICATION AND ANNUAL PAYMENTS SHARES

The undersigned producers hereby agree to the terms and conditions of this contract and certify that all the producers having any control of the farm during the entire contract period and all of the producers who are entitled to payment under this contract are shown in this Part III, or on the continuation sheet attached hereto, and each undersigned producer certifies that he has not entered into conservation reserve contracts, including this contract, under which the aggregate of his shares of the annual payments for any year for all farms to which he has an interest will exceed \$5,000.00, or such larger amount as may be authorized by the Secretary of Agriculture.

THE TERMS AND CONDITIONS CONTAINED IN PART V HEREOF ARE A PART OF THIS CONTRACT

(FOLD HERE)

NAMES AND ADDRESSES OF PRODUCERS (1)	ANNUAL PAYMENT SHARE				SIGNATURES OF PRODUCERS (2)	DATE (3)
	LINK 1 (4)	LINK 2 (5)	LINK 3 (6)	LINK 4 (7)		
1. Mrs. Ruby D. Cullars, Rte 4, Lincoln, Ga. <small>OWNER (IF OTHER THAN OPERATOR)</small>	33.34	33.34	33.34	33.34		4-7-59
4. Mrs. Frances Prater, Rte 4, Lincoln, Ga.	33.33	33.33	33.33	33.33		4-7-59
7. Mrs. Peggy Guillebeau, Rte 4, Lincoln, Ga.	33.33	33.33	33.33	33.33		4-7-59

PART IV - APPROVAL FOR SECRETARY OF AGRICULTURE

SECRETARY OF AGRICULTURE:

By J. S. Strother 4-7-59
SAND COUNTY COMMISSIONER (NAME)

PART V - TERMS AND CONDITIONS

1. Each of the owners or operators (hereinafter referred to as "contract signer") whose signature appears in Part III above hereby agrees to participate in the Conservation Reserve Program and fully understands that his participation therein is subject not only to all of the provisions of this contract, but also to all of the provisions of the regulations issued by the Secretary governing the Conservation Reserve Program. Such regulations, which are hereby made a part of this contract, are hereinafter referred to as "the Regulations". No amendment or revision of, or supplement to, the Regulations which becomes effective after the date that this contract is executed shall be applicable to this contract if such amendment, revision, or supplement imposes any obligation on the contract signer greater than or in addition to the obligations set forth herein or discharges the obligations of the Secretary hereunder.

2. (a) The tract(s) of land identified under "Field Identification" in Part II hereof shall be the conservation reserve.
 (b) (1) If a conservation practice is to be carried out on the conservation reserve, as shown in Part II above, the contract signer shall carry out the practice as soon as practicable after the execution of this contract and in accordance with the specifications which shall be obtained from the office of the county committee, and shall maintain the practice in accordance with good farming practices during the entire contract period.
 (2) If an approved cover is already established on the conservation reserve, as shown in Part II above, the contract signer shall maintain the cover in accordance with good farming practices during the entire contract period.

(Continued on reverse)

Sheet 4

U. S. DEPARTMENT OF AGRICULTURE COMMODITY STABILIZATION SERVICE SOIL BANK CONSERVATION RESERVE CONTRACT	FORM APPROVED BUDGET BUREAU NO. 46-28069, 1		
	ACREAGE IN FARM 27,705	STATE Georgia	COUNTY Lincoln
	AERIAL PHOTO. NO. See sheet No. 1	CODE AND FARM NO. 57-091-32035	CONTRACT NO. 18-58-68A

PART I - FARM IDENTIFICATION AND ACREAGE DATA

A. LOCATION OF FARM	B. FARM BOB, MAKE BASED Regular Base 1288,0 Follow Rotation System Odd years Even years
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PART II - CONSERVATION RESERVE ACREAGE, PRACTICES, AND ANNUAL PAYMENT

FIELD IDENTIFICATION (a)	PRACTICE DESCRIPTION (OBTAIN ON FORM 1586-011 (SOIL BANK)) (b)				CONTRACT PERIOD		ANNUAL PAYMENT RATE PER ACRE				MAXIMUM DOLLARS (c)
	CHECK ONE		NO.	NAME	BEGIN.	THRU	REGULAR		NON-DIVERSION		
	ESTABLISH LIMB MAIN- TAIN	MAINT- TAIN					ACRES (1)	RATE (2)	ACRES (3)	RATE (4)	
1. 13. Field la	BP-190-R	X	A-7	Loblolly Tree Cover, Pine	1959	1968	6.5	9.50			61.75
2.											
3.											
4.											

PART III - PRODUCERS SIGNATURES, CERTIFICATION AND ANNUAL PAYMENTS SHARES

The undersigned producers hereby agree to the terms and conditions of this contract and certify that all the producers having any control of the farm during the entire contract period and all of the producers who are entitled to payment under this contract are shown in this Part III, or on the continuation sheet attached hereto, and each undersigned producer certifies that he has not entered into conservation reserve contracts, including this contract, under which the aggregate of his shares of the annual payments for any year for all farms in which he has an interest will exceed \$5,000.00, or such larger amount as may be authorized by the Secretary of Agriculture.

THE TERMS AND CONDITIONS CONTAINED IN PART V HEREOF ARE A PART OF THIS CONTRACT.

(FOLD HERE)

NAMES AND ADDRESSES OF PRODUCERS (a)	ANNUAL PAYMENT SHARE				SIGNATURES OF PRODUCERS (c)	DATE (d)
	LINE 1 (1)	LINE 2 (2)	LINE 3 (3)	LINE 4 (4)		
1. Mrs. Ruby D. Gullars, Rte 4, Lincoln, Ga	33.34	33.34	33.34	33.34		4-7-59
2. Mrs. Frances Erater, Rte 4, Lincoln, Ga	33.33	33.33	33.33	33.33		4-7-59
3. Mrs. Peggy Gullebeau, Rte 4, Lincoln, Ga	33.33	33.33	33.33	33.33		4-7-59
4.						

PART IV - APPROVAL FOR SECRETARY OF AGRICULTURE

SECRETARY OF AGRICULTURE:

By J. S. Strother
(AS COUNTY COMMITTEE MAN)

4-7-59
(DATE)

PART V - TERMS AND CONDITIONS

1. Each of the owners or operators (hereinafter referred to as "contract signer") whose signature appears in Part III above hereby agrees to participate in the Conservation Reserve Program and fully understands that his participation therein is subject not only to all the provisions of this contract, but also to all the provisions of the regulations issued by the Secretary governing the Conservation Reserve Program. Such regulations, which are hereby made a part of this contract, are hereinafter referred to as "the Regulations". No amendment or revision of, or supplement to, the Regulations which becomes effective after the date that this contract is executed shall be applicable to this contract if such amendment, revision, or supplement imposes any obligation on the contract signer greater than or in addition to the obligations set forth herein or diminishes the obligations of the Secretary hereunder.

2. (a) The tract(s) of land identified under "Field Identification" in Part II hereof shall be the conservation reserve.
 (b) (1) If a conservation practice is to be carried out on the conservation reserve, as shown in Part II above, the contract signer shall carry out the practice as soon as practicable after the execution of this contract and in accordance with the specifications which shall be obtained from the office of the county committee, and shall maintain the practice in accordance with good farming practices during the entire contract period.
 (2) If an approved cover is already established on the conservation reserve, as shown in Part II above, the contract signer shall maintain the cover in accordance with good farming practices during the entire contract period.

(Continued on reverse)

U. S. DEPARTMENT OF AGRICULTURE COMMODITY STABILIZATION SERVICE SOIL BANK CONSERVATION RESERVE CONTRACT		FORM APPROVED BUDGET BUREAU NO. 40-42288-1		
ACRES IN FARM	STATE	COUNTY		
1275.0	Georgia	Wilkes		
AERIAL PHOTO. NO.	CODE AND FARM NO.	CONTRACT NO.		
7P-171R 7P-171R	57-159-22023	36A-58-68		

A. LOCATION OF FARM 179 & 180 District 10 miles Northeast of Washington, Ga. on Dargburg Road across from Lindsey Store		B. FARM SOIL BANK FARM Acres 105.0 Follow District System Old FWS New FWS
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FIELD IDENTIFICATION	PRACTICE DESCRIPTION (DETAILS OF FARM GOVERNOR (SOIL NAME))				CONTRACT PERIOD		ANNUAL PAYMENT			
	CHECK ONE		NO.	PRACTICE NAME	SERIAL NO.	YEAR	RATE PER ACRE		MAXIMUM DOLLARS	
	REGULAR	NON-DIVERSION					ACRES	RATE		ACRES
1. Fields # 1A, 2, 3, 4, 5, 6, 7, 8, on photo # 7p-170R	X		A-7 OR	Tree Cover (pine)	59	1967	30.68	0.00		244.80
2. Fields # 1, 2, 3, on photo # 7p-171R	X		A-7 OR	Tree Cover (pine)	1959	1968	26.8	13.50		361.80
3.										
4.										

PART III - PRODUCERS SIGNATURES, CERTIFICATION AND ANNUAL PAYMENTS SHARES

The undersigned producers hereby agree to the terms and conditions of this contract and certify that all the producers having any control of the farm during the entire contract period and all of the producers who are entitled to payment under this contract are shown in this Part III, or on the continuation sheet attached hereto, and each undersigned producer certifies that he has not entered into conservation reserve contracts, including this contract, under which the aggregate of his shares of the annual payments for any year for all farms in which he has an interest will exceed \$5,000.00, or such larger amount as may be authorized by the Secretary of Agriculture.

THE TERMS AND CONDITIONS CONTAINED IN PART V HEREOF ARE A PART OF THIS CONTRACT

(FOLD HERE)

NAMES AND ADDRESSES OF PRODUCERS	ANNUAL PAYMENT SHARE				SIGNATURES OF PRODUCERS	DATE
	SHARE # 1	SHARE # 2	SHARE # 3	SHARE # 4		
1. Mrs. Ruby D. Cullars, #4, Lincolnton, Ga.	100%	100%			/s/ Mrs. Ruby D. Cullars	1-21-59
6.						
7.						
8.						

PART IV - APPROVAL FOR SECRETARY OF AGRICULTURE

SECRETARY OF AGRICULTURE:

By /s/ Gary W. Bailey 1-27-59
 (ALSO COUNTY COMMITTEEMAN)

PART V - TERMS AND CONDITIONS

1. Each of the owners or operators (hereinafter referred to as "contract signers") whose signature appears in Part III above hereby agree to participate in the Conservation Reserve Program and fully understands that his participation therein is subject not only to all the provisions of this contract, but also to all of the provisions of the regulations issued by the Secretary governing the Conservation Reserve Program. Such regulations, which are hereby made a part of this contract, are hereinafter referred to as "the Regulations". No amendment or revision of, or supplement to, the Regulations which becomes effective after the date that this contract is executed shall be applicable to this contract if such amendment, revision, or supplement imposes any obligation on the contract signers greater than or in addition to the obligations set forth herein or diminishes the obligations of the Secretary hereunder.

2. (a) The tract(s) of land identified under "Field Identification" in Part II hereof shall be the conservation reserve.
 (b) If a conservation practice is to be carried out on the conservation reserve, as shown in Part II above, the contract signer shall carry out the practice as soon as practicable after the execution of this contract and in accordance with the specifications which shall be obtained from the office of the county committee, and shall maintain the practice in accordance with good farming practices during the entire contract period.
 (c) If an approved cover is already established on the conservation reserve, as shown in Part II above, the contract signer shall maintain the cover in accordance with good farming practices during the entire contract period.

(Continued on reverse)

FORM 909-01 (SOIL BANK) (4-25-57) U. S. DEPARTMENT OF AGRICULTURE COMMODITY STABILIZATION SERVICE SOIL BANK CONSERVATION RESERVE CONTRACT	FORM APPROVED BUDGET BUREAU NO. 40-21889-1 ACRE IN FARM 140.0 AGRICULTURAL FARM NO. 6P-140-L	STATE Georgia COUNTY Lincoln CONTRACT NO. 13-58-67
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PART I - FARM IDENTIFICATION AND ACREAGE DATA	
A. LOCATION OF FARM 4 miles West of Lincolnton on Lovelace Road	B. FARM SOIL CLASSIFICATION ACRES 18.0 Regular Drain Fallow Rotation System OMS PLAN OTHER PLAN

PART II - CONSERVATION RESERVE ACREAGE, PRACTICES, AND ANNUAL PAYMENT											
FIELD IDENTIFICATION (A)	PRACTICE DESCRIPTION (DETAILS ON FORM CSR-110 (SOIL BANK)) (B)				CONTRACT PERIOD		ANNUAL PAYMENT RATE PER ACRE				MAXIMUM PAYABLE (C)
	PRACTICE				BEGIN. (D)	TERM (E)	REGULAR		NON-DIVERSION		
	CHECK ONE PRACTICE TYPE (1)	MAINT. TAX (2)	NO. (3)	NAME (4)			ACRES (6)	RATE (7)	ACRES (8)	RATE (9)	
1. Fields 1b, 2b, 3b, and 2A ₁	X		A-7	Tree Cover, Pines	1958	1967	13.1	800	9.7	240	128.08
2.											
3.											
4.											

PART III - PRODUCERS SIGNATURES, CERTIFICATION AND ANNUAL PAYMENTS SHARES

The undersigned producers hereby agree to the terms and conditions of this contract and certify that all the producers having any control of the farm during the entire contract period and all of the producers who are entitled to payment under this contract are shown in this Part III, or on the continuation sheet attached hereto, and each undersigned producer certifies that he has not entered into conservation reserve contracts, including this contract, under which the aggregate of his shares of the annual payments for any year for all farms in which he has an interest will exceed \$5,000.00, or such larger amount as may be authorized by the Secretary of Agriculture.

THE TERMS AND CONDITIONS CONTAINED IN PART V HEREOF ARE A PART OF THIS CONTRACT

(FOLD HERE)

NAMES AND ADDRESSES OF PRODUCERS (A)	ANNUAL PAYMENT SHARE				SIGNATURES OF PRODUCERS (C)	DATE (D)
	LINE # (1)	SHARE # (2)	SHARE # (3)	SHARE # (4)		
OPERATOR Ruby D. Gullars Rte. 4, Lincolnton, Georgia	100					4-11-58
OWNER (IF OTHER THAN OPERATOR)						
6.						
7.						
8.						

PART IV - APPROVAL FOR SECRETARY OF AGRICULTURE

SECRETARY OF AGRICULTURE:

 By J. S. Strother 4-28-58
(SAC COUNTY COMMITTEEMAN) (DATE)

PART V - TERMS AND CONDITIONS

1. Each of the owners or operators (hereinafter referred to as "contract signer") whose signature appears in Part III above, hereby agrees to participate in the Conservation Reserve Program and fully understands that his participation therein is subject not only to all of the provisions of this contract, but also to all of the provisions of the regulations issued by the Secretary governing the Conservation Reserve Program. Such regulations, which are hereby made a part of this contract, are hereinafter referred to as "the Regulations". No amendment or revision of, or supplement to, the Regulations which becomes effective after the date that this contract is executed shall be applicable to this contract if such amendment, revision, or supplement imposes any obligations on the contract signer greater than or in addition to the obligations set forth herein or diminishes the obligations of the Secretary.

2. (a) The tract(s) of land identified under "Field Identification" in Part II hereof shall be the conservation reserve.
 (b) (1) If a conservation practice is to be carried out on the conservation reserve, as shown in Part II above, the contract signer shall carry out the practice as soon as practicable after the execution of this contract and in accordance with the specifications which shall be obtained from the office of the county committee, and shall maintain the practice in accordance with good farming practices during the entire contract period.
 (2) If an approved cover is already established on the conservation reserve, as shown in Part II above, the contract signer shall maintain the cover in accordance with good farming practices during the entire contract period.

(Continued on reverse)

TIMBER PURCHASE CONTRACT
BETWEEN
THE MEAD CORPORATION
AND
MRS. T. W. GULLARS, ET AL.

TILLMAN & BRICE
ATTORNEYS
VALDOSTA, GEORGIA



THIS TIMBER PURCHASE CONTRACT, made, executed and delivered this 14th day of December, 1959, by and between The Mead Corporation, a corporation organized and existing under the laws of the State of Ohio, hereinafter called the "Purchaser", and Mrs. T. W. Cullars, of Lincoln County, Georgia, Mrs. Frances Cullars Prater and her husband, Fred R. Prater, both of Lincoln County, Georgia, and Mrs. Peggy Cullars Guillebeau and her husband, Frank Dempsey Guillebeau, both of Fulton County, Georgia, hereinafter called the "Sellers",

WITNESSETH: That for and in consideration of the sum of One Dollar to the Sellers in hand paid, and in consideration of the further sums hereinafter agreed to be paid and the mutual covenants, agreements and undertakings hereinafter set forth, the parties hereto agree and contract with each other as follows:

1. SALE. Sellers hereby agree to sell to Purchaser, and Purchaser hereby agrees to buy from Sellers, during the term beginning November 1, 1959, and continuing to and through the last day of December, 2025, unless this contract be sooner terminated, all timber standing and growing or which shall be standing and growing during said term upon the lands described in "Exhibit A" hereto attached and hereby made a part hereof, containing 10,986 acres, more or less, and located in McDuffie, Wilkes and Lincoln Counties, Georgia, upon the terms and conditions and subject to the restrictions and limitations hereinafter set out, but only to the extent that purchaser is herein authorized to cut and remove such timber from the said lands. However, portions of said lands, consisting in the aggregate of 262.2 acres, are at present reserved for pine tree practices under Soil Bank Conservation Reserve Contracts which expire December 31, 1967; and portions of said lands, consisting in the aggregate of 176.8 acres, are at present reserved for pine tree practices under similar Soil Bank contracts which expire December 31, 1968. Copies of said Soil Bank contracts are attached hereto and marked "Exhibit B". For convenience, the lands so reserved under the said Soil Bank contracts (totaling 439 acres) are herein referred to as "soil bank lands"; and, notwithstanding the foregoing P. 1 provisions of this contract and the descriptions set forth in Exhibit A

hereto, each parcel of the said soil bank lands (together with the timber now or hereafter standing or growing thereon) is expressly excluded and excepted from this contract and from the effect of the various provisions hereof during the term of the said Soil Bank contract which affects such parcel of land. However, on January 1 next following the expiration of the term of any one or more of said Soil Bank contracts each parcel of said soil bank lands theretofore affected by such an expired Soil Bank contract (together with all timber then or thereafter standing or growing upon said parcel of land) shall automatically be and become subject to this contract and fully affected by each and every provision hereof. As used in this contract the term "contract year" shall mean a period of twelve months commencing on January 1 and ending on December 31 next following, and occurring during the said term of this contract.

2. CORD CREDIT ACCOUNT. Purchaser agrees that it will keep in a suitable permanent record book a timber account with respect only to the lands described in Exhibit A hereof, which account is hereinafter referred to as the "cord credit account", and upon which account there shall be credited 11,133 cords of pine pulpwood as of the first day of November, 1959, and within fifteen (15) days after the complete execution and delivery of this contract, Purchaser shall pay to Sellers as a part of the purchase price of timber to be bought and sold hereunder a sum equal to the price of the said 11,133 cords of pine pulpwood computed in accordance with paragraph 4 hereof. Also, there shall be credited upon said cord credit account 19,922 cords of pine pulpwood on or as of the first day of January, 1960, and within thirty (30) days after the complete execution and delivery of this contract, Purchaser shall pay to Sellers as a part of the purchase price of timber to be bought and sold hereunder a sum equal to the price of the said 19,922 cords of pine pulpwood computed in accordance with paragraph 4 hereof. Also, there shall be credited upon said cord credit account 10,547 cords of pine pulpwood on or as of the first day of each contract year after the year 1960 and until and including P. 2 the year 1967, and on or before January 15 of each such contract year

(after the year 1960 and before 1968) Purchaser shall pay to Sellers as a part of the purchase price of timber to be bought and sold hereunder a sum equal to the price of the said 10,547 cords of pine pulpwood ~~so credited on or as of the first day of such contract year,~~ which price shall be computed in accordance with paragraph 4 hereof. Also, there shall be credited upon said cord credit account 10,809 cords of pine pulpwood on or as of the first day of January, 1968, and on or before January 15, 1968, Purchaser shall pay to Sellers as a part of the purchase price of timber to be bought and sold hereunder a sum equal to the price of said 10,809 cords of pine pulpwood computed in accordance with paragraph 4 hereof. Also, there shall be credited upon said cord credit account 10,986 cords of pine pulpwood on or as of the first day of each contract year after the year 1968, and on or before January 15 of each such contract year (beginning with the year 1969) Purchaser shall pay to Sellers as a part of the purchase price of timber to be bought and sold hereunder a sum equal to the price of said 10,986 cords of pine pulpwood ~~so credited on or as of the first day of such contract year,~~ which price shall be computed in accordance with paragraph 4 hereof. Subject to the restrictions upon the Purchaser herein set forth, Purchaser shall have the right to cut and remove from said lands at any time or times during the term of this contract such quantities of timber as shall produce the number of cords of pine pulpwood (or the equivalent thereof) as shall be then standing as a credit balance upon said cord credit account, at all times debiting the said cord credit account with the number of cords of pine pulpwood equal to the quantity of timber cut from the said lands. All such debits shall be made with reasonable promptness after any such timber is cut and removed from the said lands. It is expressly understood and agreed that title to timber cut pursuant to this contract shall pass from Sellers to Purchaser as and when such timber is severed from the land; that the purchase price payments required by the foregoing provisions of this paragraph and elsewhere in this contract shall constitute the purchase price of

P. 3 timber to be bought, sold, out and removed hereunder (and not the

purchase price of cords of wood as such); and that the provisions hereof relating to the said cord credit account, the conversion factors referred to in paragraph 5 hereof, and the use of "cords" as a unit of measurement are merely for convenience in accounting and in determining the purchase price to be paid for timber sold or to be sold hereunder and the quantities of timber which Purchaser cuts or has the right to cut from time to time.

3. CUTTING IN EXCESS OF CORD CREDITS. Should there be upon said lands at any time or times during the term of this contract any merchantable timber available for cutting in excess of the quantity of timber then authorized to be cut pursuant to paragraph 2 hereof, Purchaser shall have the right and option to cut and remove the same from the said lands, debiting the cord credit account with the number of cords of pine pulpwood equal to the quantity of such excess timber so cut and removed; provided, however, that should the cutting of timber by Purchaser pursuant to this paragraph and paragraph 2 hereof and the debits made with respect thereto result in a debit balance upon said cord credit account as of the end of any contract year,

Purchaser shall credit to said cord credit account as of the last day of such contract year the number of cords of pine pulpwood required to balance said account as of that date, and within thirty (30) days after the close of such contract year Purchaser shall pay to Sellers the price of said number of cords of pine pulpwood which price shall be computed in accordance with paragraph 4 hereof. However, the provisions of this paragraph shall not be applicable to salvage cutting of damaged timber referred to in paragraph 7 hereof.

4. PURCHASE PRICE. The purchaser shall pay to Sellers, at the times prescribed in paragraphs 2 and 3 hereof, a purchase price for all timber represented by cord credits made to said cord credit account pursuant to said paragraphs 2 and 3 computed at the rate of Four Dollars (\$4.00) per cord of pine pulpwood or its equivalent; provided, however, that if the average of wholesale commodity prices as determined and reported in the Revised Wholesale Price Index (all P. 4 commodities, 1947-1949 = 100) published by the United States Department

of Labor, Bureau of Labor Statistics, for any contract year after the year 1960 shall be greater or less than the average level of said index of 119.7 as of the month of June, 1959, then the said purchase price of such part of the timber sold hereunder as shall be represented by credits made to said cord credit account during or with respect to said contract year shall be adjusted by the percentage that the average of said index for said contract year is more or less than said level of 119.7; provided, however, that except as decreased pursuant to the provisions of paragraphs 9, 13 and/or 15 hereof, the total sum payable by Purchaser to Sellers as such purchase price shall not in any event be less than Forty Two Thousand One Hundred Eighty-Eight Dollars (\$42,188.00) with respect to the quantities of timber credited to said cord credit account pursuant to paragraph 2 hereof with respect to any one contract year. Such adjustments, if any, shall be made within thirty (30) days after the average index figure for such contract year is available. The average index figure for each contract year shall be computed as soon as may be practical after the final or revised average index figures for each of the twelve months of such contract year are available by adding together said twelve monthly figures as reported by the Bureau of Labor Statistics and by dividing the sum thereof by twelve. Should said revised Wholesale Price Index be abandoned or no longer published, or should the basis or the base period of said index be so changed that said index thereafter does not fairly and reasonably represent changes in the average of wholesale commodity prices for any such contract year as compared with the average wholesale commodity prices during the month of June, 1959, then adjustments in the purchase price hereunder shall thereafter be made in accordance with such other index as will fairly and reasonably reflect such changes. Such substitute index shall be selected or constructed by the parties hereto by mutual agreement, or, if the parties fail to agree, then by arbitration as provided for in paragraph 11 hereof.

5. CONVERSION FACTORS. For the purposes of this contract:
P. 5 each cord of hardwood pulpwood shall be treated as the equivalent of

one-third ($1/3$) of one cord of pine pulpwood; each one thousand (1000) board feet of pine or poplar saw timber, pole or piling timber, cross-tie timber or veneer block timber (as measured by Scribner Decimal C. Scale) shall be treated as the equivalent of three (3) cords of pine pulpwood; and each one thousand (1000) board feet of hardwood saw timber pole or piling timber, cross-tie timber or veneer block timber, other than poplar, (as measured by Scribner Decimal C. Scale), shall be treated as the equivalent of one and one-half ($1\frac{1}{2}$) cords of pine pulpwood. Should any of said timber be utilized by purchaser in a manner which renders impossible or impractical the computation of the quantity of timber utilized by means of the conversion factors herein set forth, an additional conversion factor, or conversion factors, for determining the equivalent of cords of pine pulpwood so utilized shall be fixed by mutual agreement between the parties, or, if they fail to agree, then by arbitration as provided for in paragraph 11 hereof. The conversion factors for hardwood above set forth are intended to give substantial effect to the present differences between the values of hardwood stumpage and pine stumpage, and should the market price for hardwood stumpage in the vicinity of said lands generally increase or decrease proportionally more than the market price of pine stumpage in that vicinity, and should such increase or decrease be so substantial as to make said hardwood conversion factors clearly inequitable, the Sellers and Purchaser shall negotiate in good faith to arrive at new and different hardwood conversion factors which will fairly reflect the market value of hardwood stumpage as compared with the market value of pine stumpage in that vicinity and at that time; and should said parties fail to agree upon such new hardwood conversion factors, their dispute in that regard shall be submitted to and settled by arbitration as provided for in paragraph 11 hereof; provided, however, that in no event shall a quantity of hardwood be treated as greater than the same quantity of pine. Once any such new hardwood conversion factors are so arrived at by agreement or arbitration, the same shall be effective for the purposes of this

P. 6 contract in lieu of the hardwood conversion factors herein set forth

until and unless hardwood conversion factors are thereafter fixed anew pursuant to the provisions of this paragraph; provided, however, that no such new conversion factor shall become effective until the first of the contract year after the year in which such new conversion factor is finally fixed by agreement or award of arbitrators.

6. CORD. As used in this contract the word "cord" shall mean one hundred twenty-eight (128) cubic feet of stacked sticks of wood measuring approximately five feet and three inches in length, with the bark on, or the equivalent thereof.

7. FOREST MANAGEMENT. As an inducement to Sellers to enter into this long-term executory sale of timber, Purchaser covenants and agrees that at its own expense, and without cost to the Sellers, Purchaser will manage and operate said lands and protect and utilize the timber thereon in accordance with good forestry practices from time to time prevailing, including, but not limited to, the restocking of areas cut over or burned when and where good forestry practices require and such fire protection practices as good forestry practices may require. Also, Purchaser shall conduct its logging operations upon said lands in a manner usual and customary in commercial logging operations and shall use reasonable care to avoid unnecessary damage to the remaining timber. Purchaser covenants that if and when any area of said lands amounting to one hundred acres or more is burned and the merchantable timber thereon damaged by fire to such extent that a majority of it will be lost unless soon cut and salvaged, and if and when any area of said lands amounting to one hundred acres or more has the majority of the merchantable timber thereon felled by storm, Purchaser will, insofar as may be practical, cut and salvage such felled or damaged merchantable timber without unreasonable delay. All merchantable timber so salvaged by Purchaser pursuant to this paragraph shall be debited against said cord credit account, and should such timber salvage cutting result in a debit balance upon said cord credit account Purchaser shall cut no further timber from said lands until said debit balance is eliminated by credits to said cord credit account made pursuant to paragraph 2 hereof, except,

Firebreak

Control
Burning

100
Acres

P. 7

however, that notwithstanding any such debit balance, Purchaser may cut and remove timber from said lands when authorized by, and pursuant to, the provisions of paragraph 3 hereof, or for salvage purposes pursuant to the above provisions of this paragraph. Nevertheless, any timber which is not cut and removed from said lands for commercial use or for sale but which is cut from or destroyed upon said lands for thinning purposes or pursuant to other good forestry practices shall not be debited against said cord credit account or otherwise accounted for or paid for by Purchaser. For the purposes of this contract, forestry practices which are or which shall be from time to time employed generally by competitors of the Purchaser upon lands similar in location and character to the lands herein referred to or generally employed by Purchaser upon its own timber lands similar in location and character to the lands herein referred to shall be deemed to be good forestry practices, and logging methods or logging practices similar to those which shall be carried on generally by competitors of the Purchaser in similar operations or generally by Purchaser upon its own timber lands similar in location and character to the lands referred to herein shall be deemed to be good, usual and customary logging operations for the purposes of this contract.

8. PURCHASER'S EXPENSES AND COVENANT TO SAVE SELLERS HARMLESS. Purchaser shall pay all costs and expenses of its operations hereunder and of its management and protection of the said lands and the timber thereon, including, but not limited to, fire protection and reforestation, and Purchaser shall indemnify and save harmless the Sellers of and from all liability for injury or damage to third persons or their property resulting from any act or omission by the Purchaser or its agents, servants, or employees, or others acting under its authority, in the conduct of Purchaser's operations upon said lands; provided, however, that Purchaser shall not be obligated to indemnify or save harmless the Sellers from or with respect to liability attributable to failure of, defect in or encumbrance upon Sellers' title to the said lands or to timber thereon.

P. 8

9. SURVEY. In arriving at the annual credits to the cord

credit account provided for in paragraph 2 hereof, the parties hereto are assuming that the lands described in said Exhibit A consist of 10,986 acres. However, the acreage of said lands for the purposes of this contract is to be determined in the following manner:

Purchaser shall, at its own cost and expense, cause the lands to be surveyed and a plat thereof made and furnished to Sellers by a competent surveyor (who may or may not be an employee of Purchaser) before December 31, 1961, and the total acreage established by such survey and plat shall be final and binding upon the parties for the purposes of this contract unless Sellers shall be dissatisfied with the results of said survey or plat and shall so notify Purchaser in writing within thirty (30) days after receipt of such plat. In case of such dissatisfaction and notice to Purchaser as aforesaid, Sellers, at their own expense and within sixty (60) days after receiving such plat, shall select and employ another competent surveyor, and shall cause such other surveyor to proceed without unnecessary delay to resurvey said lands or such portions thereof that he and Sellers may deem necessary to determine the correctness of or errors in said first survey or plat and to make a new plat of said lands showing the acreage thereof. Such new plat shall be furnished by Sellers to Purchaser on or before July 1, 1962, and, if the same is not so furnished by said date, the first mentioned plat shall be and remain final and binding upon the parties for all purposes of this contract. In making such second survey and plat said other surveyor may accept and use such facts and figures shown by said first plat as may appear to be satisfactory to Sellers. The total acreage established by such second survey and plat, if the same is furnished to Purchaser on or before July 1, 1962, shall be final and binding upon the parties for the purposes of this agreement unless Purchaser shall be dissatisfied with the results thereof and shall so notify Sellers in writing within thirty (30) days after receiving the said second plat. In the event of such last mentioned notice from Purchaser to Sellers, the total acreage of said lands and the proper legal description thereof shall

P. 9 be determined and established by arbitration pursuant to paragraph 11

hereof. In such an arbitration the arbitrators shall have authority to have a survey or surveys made of the said lands or of the part or parts thereof with respect to which the acreage or description is in dispute, and the costs of such surveys shall be considered a part of the costs of the arbitration. Should the acreage of said lands be fixed or determined pursuant to the foregoing provisions of this paragraph 9 at a total in excess of or less than said assumed acreage, the figures "10,986", "10,547" and "10,809" wherever said figures or any of them appear in paragraphs 1 or 2 hereof, and the minimum total sum payable with respect to any one contract year fixed by paragraph 4 hereof, shall be increased or decreased, as the case may be, by the same percentage thereof that the acreage of said lands as fixed or determined by the above provided method is more or less than the said assumed acreage of 10,986 acres, and the figures "11,133" and "19,922" appearing in paragraph 2 hereof, shall each be increased or decreased, as the case may be, by the same number (but not the same percentage) that the figure "10,547" is thus increased or decreased. Such increases or decreases shall be made as of the beginning of the term of this contract if said acreage is so fixed or determined prior to January 1, 1963; otherwise such increases or decreases shall be effective only with respect to the contract year in which said acreage is so fixed or determined and with respect to the two preceding and all subsequent contract years. The cord credit account shall be adjusted accordingly and adjustments (without interest) shall be made between the parties with respect to payments theretofore made hereunder and affected by such increases or decreases by the making of a further payment by Purchaser to Sellers or by deductions from the payment or payments next accruing hereunder, according to whether said fixed or determined acreage is more or less than the said assumed acreage.

Once the acreage and description of the said lands are determined pursuant to the foregoing provisions of this paragraph 9, Purchaser shall cause to be prepared an amendment to this contract, and amendments to any and all related documents which contain a P. 10 description of said lands, correctly describing said lands for all

purposes of this contract and such related documents in accordance with the final plat or plats, or the award of the arbitrators, above referred to in this paragraph 9.

10. ROADS, EASEMENTS AND SOIL BANK CONTRACTS. This contract and the rights and authority of the Purchaser hereunder are expressly made subject and subordinate to all existing public utility easements and railroad rights of way now upon said lands and to the rights and authority of the public and of governmental agencies to use and maintain any and all public roads and highways now upon said lands. The areas within the rights of way of public utility easements or within the rights of way of state or federal highways or railroads shall be excluded from the acreage which may be fixed or determined pursuant to paragraph 9 hereof, but rights of way of other public roads, where bound on both sides by lands described in Exhibit A hereto, shall not be so excluded. This contract and the rights and authority of the Purchaser hereunder are also subject to the restrictions imposed upon Sellers by the said Soil Bank Contracts, copies of which are attached hereto as Exhibit B.

11. ARBITRATION. (a) Should there at any time be any dispute between Sellers and Purchaser as to what constitutes good forestry practices or customary commercial logging practices hereunder, or as to whether the index at any time being used in determining the purchase price to be paid for timber hereunder has been so changed as no longer fairly to represent changes in wholesale commodity prices, and, if so, what index should fairly represent such changes, or as to any additional conversion factor or factors as provided for in paragraph 5 hereof, or as to any other matter with respect to which arbitration is provided for herein, and said dispute is not settled by mutual agreement, then either party may in writing notify the other party of the dispute and in said notice name and appoint one arbitrator, and the other party shall within thirty (30) days by a responding notice name and appoint one arbitrator, and the two arbitrators so appointed shall select a third arbitrator giving written notice to the parties hereto of their selection, and the decision of said three arbitrators, or of

P. 11

a majority of them, shall be final. Should either party fail or refuse to appoint an arbitrator within thirty (30) days after such notice from the other party of the dispute, or should the two arbitrators first appointed fail to select such third arbitrator within thirty (30) days after the appointment of such second arbitrator, then, in either of said events the controversy shall be submitted to and settled by arbitration under the rules of the American Arbitration Association then in effect. In all cases, however, the third arbitrator shall be a practicing industrial forester, if the controversy involves forestry questions. Each party shall bear the costs and expenses of the arbitrator appointed by it or for it, and the other costs of the arbitration shall be borne by the parties equally.

(b) Once any such dispute is settled or determined by mutual agreement of the parties or by award of arbitrators, such agreement or award shall be and remain in force and effect as a supplement or amendment to this contract until altered by further mutual agreement of the parties or by subsequent award of arbitrators.

(c) No delay in the making of any payment required hereunder or in the performing of any other act or obligation hereunder shall constitute a default within the meaning of paragraph 16 hereof so long as such payment or the performance of such act or obligation is involved in an arbitration under this paragraph 11 or is dependent upon a matter involved in such an arbitration, and in all such cases the Purchaser shall be allowed a reasonable time in which to comply with any arbitration award before being considered in default under this contract.

12. RECORDS AND STATEMENTS. Purchaser shall keep accurate and detailed books and records in regard to its said cord credit account and the timber cut and removed by Purchaser from said lands, and Sellers shall have the right at all reasonable times, through such agents or attorneys as they may select, to examine such books and records. Purchaser, within sixty (60) days after the close of each P. 12 contract year of the term of this contract, shall furnish Sellers

with a statement showing the quantities of timber cut and removed during such year and the current status of the cord credit account.

13. CONTINGENCIES. Should Purchaser be unable to perform any of its obligations or undertakings hereunder (other than the making of the purchase price payments required by paragraph 2 hereof) by reason of (a) war, (b) act of the public enemy, (c) labor strikes, (d) restrictions or prohibitions of local, state or federal governments or of any of their respective agencies, (e) the condemnation of title to or use of said lands or any part thereof or timber thereon, (f) adverse claim or claims made against Sellers' title to said lands or to any part thereof or timber thereon, (g) the exploration or drilling for, or mining or production of oil, gas or other minerals, or operations incident thereto, (h) weather conditions or other acts of God, and/or (i) disease or blight of timber or insect attacks upon timber of epidemic proportions and beyond Purchaser's control, Purchaser shall be relieved, to the extent and for the time it is so prevented, from the performance of such obligations and undertakings, and should Purchaser, because of any of said reason (other than labor strikes, weather conditions, or explorations or drilling for, or mining or production of oil, gas or other minerals, or operations incident thereto), be prohibited or rendered unable to cut, remove or use timber from said land, or from any part thereof, for pulpwood purposes, or should such cutting, removal or use of any such timber be or become hazardous in the reasonable opinion of Purchaser by reason of any defect in or adverse claim against Sellers title to said lands or to any part thereof or timber thereon, Purchaser shall have the right to reduce the annual credits to the cord credit account directed by paragraph 2 hereof in the same proportion that Purchaser is so prevented from cutting, removing or using timber from said lands for said purposes and in the same proportion that Purchaser in good faith reduces its cutting and removal of timber due to any defect in or adverse claim against Sellers' title deemed by Purchaser to be hazardous, and the purchase price payments provided for in paragraph 2 hereof (as adjusted pursuant P. 13 to paragraphs 9 and/or 15 hereof) and the minimum total sum payable

with respect to any one contract year pursuant to paragraph 4 hereof shall be correspondingly reduced. Should any dispute arise between the parties hereto with regard to whether Purchaser is relieved, pursuant to this paragraph, from the performance of any of its obligations or undertakings or with regard to the period of time it is so relieved or to what extent it is so relieved, or should any dispute arise between the parties with regard to what reduction, if any, should be made in the annual credits to the cord credit account or in the annual payments hereunder or for what period of time such reduction should continue pursuant to the provisions of this paragraph, and should any such dispute or disputes not be settled by mutual agreement, the same shall be submitted to and settled by arbitration in the manner prescribed by paragraph 11 hereof.

14. WARRANTY OF TITLE. Sellers jointly and severally warrant that they have good and merchantable title to the lands described in Exhibit A hereof and to the timber thereon, subject only to the easements, rights-of-way and public roads herein referred to; and jointly and severally warrant that they have the legal right to sell the timber herein agreed to be sold and to grant the rights and authority herein extended or agreed to be extended to the Purchaser; and Sellers will defend their said title and rights and, as well, all of the rights herein extended or agreed to be extended to Purchaser, against the lawful claims of all persons whomsoever. Should Sellers, in Purchaser's opinion, fail adequately to defend their said titles or any of said rights pursuant to the foregoing warranty, Purchaser shall be authorized to make such defense either in its own name or in Sellers' names, or both, and Sellers will indemnify Purchaser for any and all losses and reasonable expenses incurred by Purchaser as a result of claims herein warranted against, including, but not limited to, reasonable attorney's fees incurred by Purchaser in making such defense and any sums which Purchaser may be required to pay as compensation or damages to any person or persons by reason of any defect in, encumbrance upon or failure of Sellers' title to any part or parts of said lands or

P. 14 to the timber thereon; and Purchaser shall have the right to set-off

against and deduct from payments accruing to Sellers hereunder any and all such losses and expenses.

15. REDUCTIONS DUE TO ACREAGE LOSSES. (a) If at any time or times during the term of this contract, Purchaser shall lose or be denied the right to cut and remove timber pursuant to the provisions hereof from any part or parcels of the said lands by reason of any encumbrance upon, adverse claim against, defect in, or failure of Sellers' title to such part or parcels or to timber thereon, or by reason of explorations for or mining, drilling, or producing oil, gas or minerals upon said lands or operations incidental thereto, then, and in such event or events, Purchaser may, at its option, permanently eliminate and remove from the further effect of this contract any such part or parcels of said lands by giving written notice of such elimination and removal to the Sellers. Also, should Purchaser lose the right to cut and remove timber pursuant to the provisions hereof from any part or parcels of said lands by reason of condemnation of the title thereto or of an interest therein or of an easement over the same by any government or other entity having the right of eminent domain, or by reason of a conveyance of title thereto or of an interest therein or a grant of an easement over the same by Sellers to any government or other entity having the right of eminent domain, which conveyance or grant is made in lieu of a pending or probable condemnation (and such conveyances and grants shall be made only with the written consent of the Purchaser), then, and in any such event, the said part or parcels of said lands shall be, without notice, automatically eliminated and removed from the further effect of this contract. After the removal of any part or parcels of said lands from the effect of this contract in a manner mentioned in the foregoing provisions of this paragraph 15, the annual credits to the cord credit account pursuant to paragraph 2 hereof and the annual payments required to be made with respect thereto and the minimum total sum payable with respect to the credits to the cord credit account made during or with respect to any one year shall be reduced in the same proportion that

P. 15 the acreage of the part or parcels of said lands so eliminated and

removed bears to the total acreage of the lands affected by this contract immediately prior to such elimination and removal; provided, however, that the said reductions shall become effective as of the first day of the contract year next following such elimination and removal; and provided further that nothing herein shall affect the right of either party hereto to recover, collect and receive from a condemner consequential damages and/or the value of such party's rights, interest and/or title condemned.

(b) Also, in the event that any such part or parcels of said lands is or are so removed from the effect of this contract, Sellers shall reimburse Purchaser for any and all investments which Purchaser shall then have in timber or growing stock upon such part or parcels of said lands except to the extent that Purchaser receives payment therefor from a condemner, provided, however, that where such part or parcels is or are removed from the effect of this contract because of a condemnation thereof resulting in an actual trial and recovery by the Sellers, in which trial the Purchaser is either a party or is given a reasonable opportunity to participate, Sellers' liability for such reimbursement to Purchaser shall be in an amount not in excess of the recovery by Sellers in such condemnation proceeding. Sellers shall also reimburse Purchaser for any and all other losses and damages Purchaser shall sustain by reason of any such encumbrance, adverse claim, title defect, title failure. Should the parties fail to agree upon the amount of any reimbursement due to Purchaser under this paragraph (b) or upon the amount of any reductions above provided for in this paragraph 15, their dispute in that regard shall be settled by arbitration pursuant to the provisions of paragraph 11 hereof.

(c) It is anticipated that Purchaser may, at its expense, cause the Sellers' record title to said lands to be examined by attorneys of its choice. Should such title examination disclose any defect in or encumbrance upon the Sellers' title to any part or parcels of said lands which in Purchaser's opinion renders hazardous the Purchaser's operations contemplated by this contract upon such part
P. 16 or parcels, Purchaser shall notify the Sellers of such defect or

encumbrance and Sellers shall thereupon make every reasonable effort to cure such defect or eliminate such encumbrance, and unless such defect is promptly cured or such encumbrance is promptly eliminated, Purchaser shall have the right and option to treat such defect or encumbrance as an adverse claim of title which denies to Purchaser its right to cut and remove timber from said part or parcels of the lands for the purposes of the foregoing provisions of this paragraph 15 and/or for the purposes of paragraph 13 hereof.

(d) If, due to any one or more of said causes, Purchaser shall lose or be denied the right to cut and remove timber pursuant to the terms hereof from as much of said lands as amounts to fifty per cent (50%) or more of the true acreage of said lands as determined pursuant to paragraph 9 hereof, Purchaser shall have the right and option to terminate the term of this contract by giving to Sellers written notice of Purchaser's election to terminate the said term; provided, however, that said notice, to be effectual, must be given to Sellers within twelve months after Purchaser loses or is denied the right to cut and remove timber from the last of said fifty per cent (50%) of said acreage; and provided, further, that such termination shall become effective at the expiration of the contract year in which such notice is given. If, after losing or being denied the right to cut and remove timber from fifty per cent of said acreage, Purchaser fails to exercise its said option to terminate by giving to Sellers said notice, Purchaser in like manner and upon like terms shall have a similar option to terminate the term of this contract when and if Purchaser loses or is denied the right to cut and remove timber from seventy-five per cent (75%) of said true acreage.

16. DEFAULTS OF PURCHASER. Should Purchaser default in making any payment herein required to be made to Sellers, and such default continue for thirty (30) days after delivery or service of written notice of default from the Sellers to the Purchaser, or should Purchaser default in any of its other covenants, obligations or liabilities hereunder and such default continue and not be removed or corrected within a reasonable time after delivery or service of

P. 17

written notice thereof from Sellers to Purchaser; or should any proceeding in bankruptcy or under any State or Federal law relating to bankruptcy or for the relief of debtors be filed by Purchaser, or should the Purchaser be adjudicated a bankrupt upon an involuntary petition and such adjudication not be vacated or set aside within ninety (90) days, or should a receiver be appointed of any of Purchaser's rights or interest hereunder or of any of its properties which directly affect the fulfillment of its obligations hereunder, and such receivership be not vacated or dismissed within ninety (90) days; then and in any such event Sellers may, at their option, immediately or at any time during the continuation of such default, terminate this agreement in its entirety. All rights, powers, remedies and privileges conferred hereunder upon the parties by this paragraph or elsewhere in this contract shall be cumulative, but not restrictive of those given by law, except that the parties hereto shall be bound to resort to the remedy provided for in paragraph 11 hereof in all cases in which arbitration is provided for herein, and any award of arbitrators made as contemplated by paragraph 11 hereof shall be conclusive upon all parties and shall be final until altered by mutual agreement of the parties or by further award of arbitrators made pursuant to paragraph 11 hereof.

17. **SATISFACTION OF ENCUMBRANCES.** Sellers covenant to pay or otherwise satisfy, promptly when due, any and all debts, obligations or claims or any installment thereof, which is or shall be secured by, or which in any manner shall constitute a lien or encumbrance upon, any of the said lands or any of the timber now or hereafter thereon. Should any such debt, obligation or claim, or installment thereof, not be paid or satisfied by Sellers promptly when due, Purchaser may, at its option, pay or satisfy the same and thereafter recover the amount of such payment and costs of such satisfaction, together with interest thereon at the rate of six per cent (6%) per annum, by deducting the same from payments subsequently accruing to Sellers hereunder.

guarantees that upon the expiration or termination of the term of this contract the lands immediately theretofore covered or affected by this contract will be left by Purchaser well stocked with growing pine trees to the following extent, to-wit: At least seventy-five [REDACTED] lands affected by this contract immediately prior to such expiration or termination which are suitable for the growing of pine trees thereon shall have standing and growing thereon, and well distributed over the same, an average [REDACTED] [REDACTED] (as determined by a sampling method then generally accepted and employed by practicing industrial foresters) [REDACTED] [REDACTED] for the growing of pine [REDACTED] [REDACTED] affected [REDACTED] [REDACTED] termination of the term of this contract, a dispute shall arise between the parties with regard to whether or not the Purchaser has violated the provisions of this paragraph or with regard to what damages Sellers shall have sustained by reason of such a violation, such dispute or disputes shall be submitted to and settled by arbitration pursuant to the provisions of paragraph 11 hereof.

19. NOTICES. Any notice, report, statement, map or other document contemplated by this contract to be given to or served upon Purchaser shall be deemed sufficiently given or served for the purposes of this contract if mailed by registered or certified United States mail, postage prepaid, addressed to "The Mead Corporation, Piedmont Forest Farms Division, P. O. Box 1626, Station A. Anderson, South Carolina", unless and until Purchaser shall have furnished to Sellers, in writing, a different address to be thereafter used for the purposes of this paragraph; provided, however, that if such notice or other document concerns a default by Purchaser in the making of any payment required hereunder, such notice or other document shall also be mailed by registered or certified United States mail, postage prepaid, addressed to "The Mead Corporation, 118 West First Street, Dayton 2, P. 19 Ohio, Attention of the Treasurer". Any such notice or document

contemplated by this contract to be given to or served upon Sellers shall be deemed sufficiently given or served for the purposes of this contract if mailed by registered or certified United States mail, postage prepaid, addressed to "Mrs. T. W. Cullars, Lincolnton, Georgia", unless and until Sellers shall have furnished to Purchaser, in writing, a different address to be thereafter used for the purposes of this paragraph. The furnishing of a different address as contemplated by this paragraph shall be deemed effected if mailed in the manner provided in this paragraph for the giving of other notices.

20. TRANSFERS AND SUCCESSORS. This contract and all the terms and provisions and covenants hereof and all the rights, powers and options set forth herein shall be binding upon and inure to the benefit of and be exercised by the respective heirs, executors, administrators, successors and assigns of the parties hereto; however, no transfer, assignment or conveyance of this contract by the Sellers or any of them or of any of Sellers' rights, authority, interest, privileges, duties or responsibilities hereunder shall be binding upon or affect the interest of the Purchaser until written notice thereof shall be given to and received by the Purchaser; and in the event of an assignment or transfer by the Purchaser of this contract or of any or all of the Purchaser's rights or interest hereunder, the Purchaser shall be relieved of its obligations and duties hereunder only to the extent that such obligations are fulfilled and such duties are performed by the assignee or transferee. When appropriate, the term "Sellers" as used herein shall be deemed to include or refer to the heirs, executors, administrators or assigns of the Sellers named at the outset hereof or to their successors in title to the said lands, and the term "Purchaser" shall be deemed to include the Purchaser named at the outset hereof and its successors and assigns.

21. SELLERS' MANAGING REPRESENTATIVE. In order to facilitate the administration of this contract and the giving of notices and the making of payments hereunder, the said Mrs. T. W. Cullars is hereby named and constituted the Managing Representative of the Sellers for
P. 20 the purposes of this contract, and as such is authorized and empowered

(a) to collect and receive all sums payable or owing to Sellers hereunder and to distribute the same among Sellers in accordance with their interest therein, (b) to receive and acknowledge any and all notices and other documents contemplated hereby to be given to or served upon Sellers, and to give to or serve upon Purchaser any and all notices and other documents contemplated hereby to be given to or served upon Purchaser, (c) to compromise, settle and/or adjust any claim or demand by or against Sellers under this contract or relating to the subject matter hereof, (d) to waive strict compliance with the terms and provisions hereof, and to agree to and effect any modifications or revision of the provisions hereof, (e) to appoint arbitrators on behalf of Sellers in connection with any arbitration hereunder and to take any other action, at law or otherwise, on behalf of Sellers relating to matters arising under this contract, (f) to agree to or take any other action with regard to any reorganization, merger, consolidation, bankruptcy or other proceedings or procedure affecting this contract or the rights of Sellers hereunder, (g) to employ on behalf of Sellers the services of auditors, attorneys at law, foresters and other persons deemed by said Representative to be needed in connection with matters arising hereunder, and (h) generally to represent the Sellers hereunder, administering this contract on behalf of the Sellers and protecting and securing their rights hereunder. Any act or acts of Sellers' Managing Representative authorized hereby shall be binding on the Sellers, and Purchaser may rely upon such authority of said Representative. Also, Purchaser shall not be required to look to the application of the proceeds of any payment made to the Sellers' Managing Representative, and payment to such Representative shall be tantamount to payment to Sellers insofar as Purchaser is concerned. Sellers' Managing Representative shall not be liable to Sellers or to any of them for any loss or damage resulting from any act or acts of said Representative authorized hereby if such act or acts are done in good faith and with reasonable care. Sellers reserve the right from time to time to appoint other persons, firms or corporations to serve

P. 21 as Sellers' Managing Representative hereunder in lieu of the said

Mrs. T. W. Cullars, and upon the making of such an appointment and the giving of written notice thereof to the Purchaser, the successor Managing Representative then appointed by Sellers shall succeed to all of the authority, rights and privileges and all of the duties and responsibilities hereinabove prescribed for the Managing Representative herein appointed. Sellers further reserve the right to assign and transfer this contract and all of Sellers' interest therein and rights and authority thereunder to a trustee by an appropriate trust instrument which shall prescribe the rights, authority, duties and responsibilities of such trustee, and upon the appointment of such a trustee or upon such an assignment or transfer to such a trustee and written notice thereof to the Purchaser the said trustee shall succeed to all of the authority, rights and privileges and all of the duties and responsibilities hereinabove prescribed for the Managing Representative. Notwithstanding the appointment of such Managing Representative or the appointment of and transfer to a trustee as herein contemplated, the Sellers named herein and their respective heirs, executors, administrators, assigns and successors in title shall not be thereby relieved of any of their obligations or liabilities under or resulting from the Sellers warranties or covenants herein set forth. If at any time during the term of this contract there shall exist no Managing Representative or trustee properly authorized to exercise the rights and authority and to perform the duties and responsibilities hereinabove prescribed for the Managing Representative, the Sellers, or their successors and assigns, shall promptly take such action as may be necessary to appoint such a Managing Representative or trustee with the authority aforesaid, all to the end that at all times there shall be such a trustee or representative of the Sellers with whom the Purchaser may deal for the purposes in this paragraph indicated without seeking out each of the Sellers and their respective heirs, executors, administrators, successors and assigns. If at any time during the term of this contract there shall not be available any competent trustee or Managing Representative as contemplated by this paragraph

P. 22 who, in Purchaser's opinion, is clearly and legally authorized to

receive for the Sellers the payments accruing to Sellers or to any of them hereunder, and if, due to that situation, Purchaser is uncertain about who is entitled to such payment, or if for any cause Purchaser has reasonable cause to fear that a payment if made may not discharge Purchaser's liability to Sellers with respect to the sums so paid, Purchaser may withhold such payment until such a trustee or Representative with clear legal authority to receive such payment for Sellers is made available and until such cause for fear is eliminated; Provided, however, that funds so withheld by Purchaser shall be deposited by Purchaser, separately from other funds of the Purchaser, in a special bank account in Purchaser's name with a national bank located within the State of Georgia. Such deposit may or may not bear interest, and during the time such funds are so withheld no liability shall accrue against Purchaser for interest upon such funds except such interest as such special account shall earn and receive from such bank. Notwithstanding any other provisions of this contract, the withholding of payments pursuant to the provisions of this paragraph shall not constitute a default on the part of the Purchaser.

22. FURTHER INSTRUMENTS. When requested by Purchaser, Sellers shall execute and deliver to Purchaser any and all further instruments, in form satisfactory for recording, necessary by law or reasonably deemed to be necessary by Purchaser to give or constitute legal notice to third parties of Purchaser's rights hereunder; and upon the expiration or any sooner termination of the term of this contract Purchaser will execute and deliver to Sellers any and all releases, quit-claims, cancellations or other instruments reasonably requested by Sellers to evidence such expiration or termination and Purchaser's lack of further interest in or rights to the said lands or the timber or improvements thereon.

23. ADDITIONAL LANDS. It is understood that the Sellers now own timber lands in addition to those described in Exhibit A hereof, and may hereafter acquire other such lands; and Sellers hereby jointly and severally covenant and agree that should they, or P. 23 any one or more of them, hereafter decide to make any long term

contract (that is a contract having a term or effective period of more than ten years) whereunder timber from any of said additional lands, now owned or hereafter acquired, is to be sold, cut or otherwise disposed of, Sellers will first attempt in good faith to negotiate such long term contract with the Purchaser herein before attempting to make such contract with any other party.

24. AMENDMENTS. In addition to other methods provided for in this contract or otherwise available under law, this contract may from time to time be amended by an appropriate instrument or instruments executed by Sellers, their heirs, executors, administrators, assigns or successors in title to said lands, and by Purchaser, its successors or assigns.

Any such amending instrument shall be binding upon all Sellers if it bears the signatures of those among Sellers who are then available, competent adults. Any adult who is beyond the continental limits of the United States or is so seriously ill or otherwise so physically incapacitated as to be unable to sign such instrument shall not be deemed available, and any adult who lacks testamentary capacity shall not be deemed competent. A doctor's certificate that a person is so seriously ill or otherwise so physically incapacitated as to be unable to sign an instrument or that a person lacks testamentary capacity shall be conclusive proof of such fact.

Sellers declare that it is their intention to grant hereby a power coupled with an interest. To this end, Sellers hereby, for themselves, their heirs, devisees, executors, administrators, successors and assigns, irrevocably designate and appoint those among Sellers who from time to time may be available, competent adults to be their agents and attorneys-in-fact to execute from time to time on behalf of Sellers any instrument or instruments amending this contract.

25. GEORGIA CONTRACT. This instrument has been executed in the State of Georgia and shall be construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have duly executed

and sealed these presents in duplicate as of the day and year first above written.

Mrs. T. W. Cullars (SEAL)
Mrs. Peggy Cullars Guillbeau (SEAL)
Mrs. Frances Cullars Prater (SEAL)
Frank R. Prater (SEAL)
Frank Dempsey Guillbeau (SEAL)

SELLERS

Signed, sealed and delivered by each of the Sellers in Meigs County Georgia, on the 16th day of December, 1959, in the presence of:

Walter S. Hays
Anna L. Hays
 Notary Public

THE MEAD CORPORATION

By D. F. Morris
President

ATTEST: W. Walker Lewis Jr.
Secretary

PURCHASER

Signed, sealed and delivered on behalf of The Mead Corporation in Montgomery County, Ohio on the 16th day of December, 1959, in the presence of:

Ruth L. Kemper
Lillian M. Umminger
 Notary Public

LILLIAN M. UMMINGER, Notary Public
in and for Montgomery County, Ohio
My Commission Expires June 5, 1962

E X H I B I T A

LAND DESCRIPTIONS

All those certain tracts or parcels of land, containing in the aggregate 10,986 acres, more or less, described or identified as follows:

1. Three tracts or parcels of land containing an aggregate of 699 acres, more or less, in Wilkes County, Georgia, and being the same lands which were conveyed by Mrs. Ruby D. Cullars to Mrs. Peggy Ruth C. Gullebeau by deed dated September 18, 1959, recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, pages 578 and 579.

2. Two tracts or parcels of land containing an aggregate of 144.93 acres, more or less, in Wilkes County, Georgia, and being the same lands which were conveyed by Mrs. Ruby D. Cullars to Mrs. Peggy Ruth C. Gullebeau by deed recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, folio 578.

3. That parcel of land in the 180th District, G.M., Wilkes County, Georgia, containing 52 acres, more or less, and being the same land which was conveyed by Mrs. Ruby D. Cullars to Mrs. Peggy Ruth C. Gullebeau by deed recorded upon the deed records of Wilkes County, Georgia, in Deed Book A74, folio 577.

4. That parcel of land in the 132nd District, G.M., McDuffie County, Georgia, containing 660 acres, more or less, and being all of the lands which were conveyed by Mrs. Ruby D. Cullars and Mrs. Frances C. Prater to Mrs. Peggy Ruth C. Gullebeau by deed recorded upon the deed records of McDuffie County, Georgia, in Deed Book 47, folio 206, excepting 216.6 acres, more or less, heretofore acquired by the United States of America.

5. That parcel of land in the 182nd District, G.M., Lincoln County, Georgia, containing 115 acres, more or less, and being all of the tract of land which was conveyed by T. W. Cullars to Peggy Cullars by deed recorded upon the deed records of Lincoln County, Georgia, in P. 1 Deed Book 13, folio 273, excepting the 386.52 acres heretofore acquired

by the United States of America.

6. That parcel of land in the 188th District, G.M., Lincoln County, Georgia, containing 118.1 acres, more or less, which was conveyed by James Burton to Mrs. Peggy Ruth C. Guillebeau by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 21, folio 39.

7. That parcel of land in the 185th District, G.M., Lincoln County, Georgia, containing 142 acres, more or less, depicted upon, and described by reference to, a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 7 at page 41.

8. That parcel of land in the 185th District, G.M., Lincoln County, Georgia, containing 101.5 acres, more or less, depicted upon, and described by reference to, a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 7, page 72.

9. That parcel of land in the 185th District, G.M., Lincoln County, Georgia, containing 446 acres, more or less, and being all of the land conveyed to Mrs. Peggy Ruth C. Guillebeau by Mrs. Ruby D. Cullars et al., dated August 2, 1956 and recorded upon the public records of Lincoln County, Georgia in Deed Book 18, folio 554, except 46.98 acres heretofore condemned by the United States.

10. Fifty (50) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy Ruth C. Guillebeau by Mrs. Ruby D. Cullars, et al. by deed recorded upon the public records of Lincoln County, Georgia, in Deed Book 18, folio 557.

11. Fifty (50) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy C. Guillebeau by W. C. Jones by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 524.

12. Fifty-two (52) acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy Cullars Guillebeau by Mrs. Ruby D. Cullars by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book

13. Sixty-six (66) acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being all of the tract of land which was conveyed to Mrs. Peggy Cullars Guillebeau by Mrs. Ruby D. Cullars by deed recorded upon the deed records of Lincoln County, Georgia in Deed Book 17, folio 134, except 14 acres which has been selected and identified as a house site.

14. Two Hundred Sixteen (216) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land which was conveyed to Mrs. Peggy Ruth C. Guillebeau by Mrs. Ruby D. Cullars, et al., by deed recorded upon the deed records of Lincoln County, Georgia in Deed Book 18, folio 553.

15. One Hundred Seventy-Five (175) acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being all of the 176 acres tract heretofore conveyed to Mrs. Peggy Ruth C. Guillebeau by Mrs. Ruby D. Cullars, et al., by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 552, except one acre heretofore disposed of by the said Mrs. Guillebeau.

16. One Hundred (100) acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being all of the land lying West of the Public Road and depicted upon a plat of a 229 acre tract recorded upon the public records of Lincoln County, Georgia in Deed Book 7, folio 63.

17. Ninety-Five (95) acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being all of the lands conveyed to Mrs. Peggy Ruth C. Guillebeau by Lincoln County by deed recorded upon the public records of Lincoln County, Georgia, in Deed Book 10, folio 33-314, except 39.6 acres acquired by the United States by deed recorded upon said records in Deed Book 16, folio 100.

18. 78.2 acres, more or less, in the 185th District, G.M., Lincoln County, Ga., being the same land which was conveyed to Peggy C. Guillebeau by Mrs. Mosely Howard by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 17, folio 73.

19. One Hundred Seventy-Five (175) acres, more or less, in the P. 3 187th District, G.M., Lincoln County, Georgia, being the land described

in the deed from Mrs. Ruby D. Gullars, et al., to Mrs. Peggy Ruth C. Guillebeau recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 555.

20. 128½ acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, depicted upon a plat thereof recorded upon the public records of Lincoln County, Georgia, in Plat Book 1, folio 188.

21. 160 acres, more or less, in the 183rd District, G.M., Lincoln County, Georgia, being the land conveyed to Mrs. Peggy Ruth Gullars Guillebeau by Mrs. Ruby D. Gullars by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 16, folio 358.

22. 106 acres, more or less, in the 183rd District, G.M., Lincoln County, Georgia, being all of the land conveyed to Mrs. Frances C. Prater by Mrs. Mary Lissie Reese, et al., by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 191-192, except 49 acres acquired by the United States by deed recorded upon said records in Deed Book 14, folio 410-411.

23. 100.5 acres, more or less, in the 186th District, G.M., Lincoln County, Georgia, being all of the land described in the deed from T. P. Lovelace to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 191, except 59.45 acres acquired by the United States by deed recorded upon said records in Deed Book 16, folio 18.

24. 465.7 acres, more or less, in the 188th District, G.M., Lincoln County, Georgia, being all of the lands described in the deed from Mrs. Ruby D. Gullars, et al. to Mrs. Frances C. Prater recorded upon the public records of Lincoln County, Georgia, in Deed Book 18, folio 510-511.

25. 123½ acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 8, folio 69.

26. Fifty (50) acres, more or less, in the 184th District, G.M., Lincoln County, Georgia, being the land described in the deed from P.4 B. M. Aycock, et al. to Mrs. Frances C. Prater recorded upon the deed

records of Lincoln County, Georgia, in Deed Book 15, folio 185.

27. 187.7 acres, more or less, in Lincoln County, Georgia, being the lands quit-claimed by Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 503.

28. 214 $\frac{1}{2}$ acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 10, folio 392.

29. 117 acres, more or less, in Lincoln County, Georgia, being the same lands which were conveyed by T. W. Cullars to Mrs. Frances Cullars Prater by deed recorded upon the deed records of Lincoln County, Georgia, in Deed Book 13, folio 209.

30. 100 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 11, folio 23.

31. 100 acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being the lands described in the deed from Mrs. Ruby D. Cullars to Mrs. Frances Cullars Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 16, folio 358.

32. 102 acres, more or less, in the 269th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat thereof recorded upon the public records of Lincoln County, Georgia, in Deed Book 4, folio 127.

33. 49 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the same land described in the deed from H. A. Ware to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 10, folio 499.

34. 175 acres, more or less, in Wilkes County, Georgia, being the same lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Wilkes P. 5 County, Georgia, in Deed Book A73, folio 461.

35. 82 acres, more or less, in the 184th District, G.M., Lincoln County, Georgia, being the same land described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 506. Also the right-of-way which was conveyed by Job Wellmaker to Thomas D. Crook on September 5, 1901.

36. 220 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 508.

37. 387.38 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being all of the lands described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia in Deed Book 18, folio 503.

38. 110 acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, being the lands described in the deed from Mrs. Ruby D. Cullars, et al. To Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 507.

39. 175 acres, more or less, in the 186th District, G.M., Lincoln County, Georgia, being the land described in the deed from M. H. Hogan to Mrs. Fred R. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 11, folio 85.

40. 103.5 acres, more or less, in the 185th District, G.M., Lincoln County, Georgia, being the land described in the deed from Mrs. Ruby D. Cullars, et al. to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 18, folio 504.

41. 252.5 acres, more or less, in the 184th District, G. M., Lincoln County, Georgia, being the lands described in the deed from Mrs. W. D. Higdon to Mrs. Frances C. Prater recorded upon the deed records of Lincoln County, Georgia, in Deed Book 12, folio 190.

42. 148 acres, more or less, in the 187th District, G.M., Lincoln County, Georgia, particularly described by reference to a plat P. 6 thereof recorded upon the public records of Lincoln County, Georgia, in

CV 116-188

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Cullars Family Timber Farm, LLP, Prater Family Partnership, III, LLP and all other entities and persons similarly situated,

(b) County of Residence of First Listed Plaintiff Wilkes County, GA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Samuel A. Fowler, Jr., P.O. Box 1620, Thomson, GA 30824 706-595-8100 Thomas W. Tucker, John B. Long, Tucker Long, P.C., P.O. Box 2426, Augusta, GA 30903 706-722-0771

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER-STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC Sections 1332 and 2201

Brief description of cause: unauthorized collection of revenues by defendant under timber lease

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Hunting Rights Class Action Filed Against Weyerhaeuser Company](#)
