

**APPENDIX 13 – RAYONIER CONTRACT
(TIMBER/SURFACE RIGHTS LEASE)**

#4057

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This document prepared by and should be returned to:

Dykes C. Everett, Esquire
Winderwee, Haines, Ward &
Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790

Public Records of
St. Johns County, FL
Clerk# 01-052379
O.R. 1661 PG 325
01:26PM 10/09/2001
REC \$129.00 SUR \$16.50
Doc Stamps \$32,326.00

FIRST RAYONIER SUPPLEMENT TO CONTRACT

THIS SUPPLEMENT, effective the 26th day of September, 2001, is made by and between **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes (hereinafter referred to as "DISTRICT"), whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429, on its own behalf and as agent for the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (hereinafter referred to as "TIITF"), whose mailing address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399 (DISTRICT and TIITF hereinafter referred to collectively as "Lessor") and **RAYONIER WOODLANDS, LLC**, a Delaware limited liability company, whose mailing address is Post Office Box 728, Fernandina Beach, Florida 32035 (hereinafter referred to as "Rayonier" or "Lessee");

WITNESSETH

WHEREAS, The Cummer Land Company, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Lime and Manufacturing Company) and The Cummer Company, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company) by Indenture dated December 28, 1959, entered into a Contract with Owens-Illinois, Inc., a corporation organized and existing under the laws of the State of Ohio (formerly Owens-Illinois Glass Company) (hereinafter called "Owens-Illinois"), which Contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, said Contract has been supplemented, amended or modified by Indentures dated as of January 1, 1962 (First Supplement to Contract); June 11, 1962 (Second Supplement to Contract); September 14, 1965 (Third Supplement to Contract); September 28, 1965 (Fourth Supplement to Contract); January 24, 1966 (Fifth Supplement to Contract); November 7, 1967 (Sixth Supplement to Contract); November 20, 1967 (Seventh Supplement to Contract); January 9, 1969 (Eight Supplement to Contract); May 29, 1969 (Ninth Supplement to Contract); December 23, 1969 (Tenth Supplement to Contract—re-executed as of December 30, 1969); January 4, 1979 (Eleventh Supplement to Contract); January 16, 1974 (First Container Supplement to Contract); January 19, 1981 (Second Container Supplement to Contract); July 12, 1983 (Third Container Supplement to Contract); November 16, 1987 (Fourth Container Supplement to Contract); November 1, 1989 (Fifth Container Supplement to Contract) (hereinafter all collectively referred to as the "Lease Agreement" or the "Contract"); and

WHEREAS, pursuant to said Tenth Supplement to Contract, Owens-Illinois assigned all of its rights and interest under the Contract, but solely as to the lands in St. Johns County, Florida, to Container Corporation of America, a corporation organized and existing under the laws of Delaware, which merged with and became known as Jefferson Smurfit Corporation (U.S.), a corporation organized and existing under the laws of the State of Delaware (hereinafter called "Jefferson"); and

WHEREAS, pursuant to the Eleventh Supplement to Contract, the Cummer Company set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to Cummer Land Company; and

WHEREAS, on or about June 29, 1979, Cummer Land Company liquidated and assigned to its shareholders all of its right, title and interest under the Contract, to the lands covered thereunder to its shareholders who in turn, on or about January 7, 1981, assigned all of their right, title and interest under the Contract to Cummer Land Trust, by and through its Trustees, Wellington W. Cummer, Robert H. Paul, III, and Howard W. Harrison, Jr. (hereinafter referred to as "Cummer"); and

WHEREAS, as of February 19, 2001, Cummer conveyed by Trustee's Deed, recorded in Official Records Book 1568, Page 482, Public Records of St. Johns County, Florida, to the DISTRICT, as to an undivided fifty percent (50%) interest, and TIITF, as to an undivided fifty percent (50%) interest, real property located in St. Johns County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, portions of the Property are encumbered by the Lease Agreement (the "Lease Agreement Lands"); and

WHEREAS, on or about February 19, 2001, under that certain Partial Assignment, Assumption and Indemnity Agreement, recorded in Official Records Book 1568, Page 512, Public Records of St. Johns County, Florida, Cummer assigned, transferred, set over and delivered to the DISTRICT and TIITF its rights, title and interest as lessor in and to the Lease Agreement to the extent the Lease Agreement encumbers the Property; and

WHEREAS, as a result of the aforementioned conveyance, the DISTRICT and TIITF are the Lessors under the Lease Agreement to the extent the Lease Agreement encumbers the Property; and

WHEREAS, under that certain Assignment of Timber Leases, Agreements and Rights Under Timber Deeds, recorded in Official Records Book 1451, Page 508, Public Records of St. Johns County, Florida, Jefferson's rights and interest under the Lease Agreement as Lessee to the lands in St. Johns County, Florida, have been subsequently assigned to R(1999) Timberlands LLC, which subsequently changed its name to RAYONIER WOODLANDS L.L.C., whose mailing address is P.O. Box 728, Fernandina Beach, Florida 32035 (hereinafter referred to as "RAYONIER"); and

WHEREAS, RAYONIER and the DISTRICT entered into an Agreement of Purchase and Sale dated April 18, 2001, together with a First Amendment to Agreement of Purchase and Sale dated as of July 31, 2001 (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement, RAYONIER has agreed to sell and the DISTRICT has agreed to buy, the existing standing timber ("Standing Timber"), and the rights to manage and harvest timber through the balance of the term of the Lease Agreement ("Future Harvest Rights"), and only those specific rights, owned by RAYONIER under the Lease Agreement over that portion of the Property as more particularly depicted as Parcel A in Exhibit "B" ("Parcel A of the Lease Agreement Lands"); and

WHEREAS, pursuant to the Agreement, RAYONIER has agreed to sell and the DISTRICT has agreed to buy, all rights held by RAYONIER under the Lease Agreement except the right to manage and selectively harvest existing planted pine timber in the future owned by RAYONIER under the Lease Agreement over that portion of the Property as more particularly depicted as Parcel B in Exhibit "B" ("Parcel B of the Lease Agreement Lands"); and

WHEREAS, pursuant to the Agreement, RAYONIER shall have the right to manage and harvest existing planted pine timber in the upland portions of Parcel B of the Lease Agreement Lands, provided a basal area of a minimum of forty (40) square feet is present after final harvest; and

WHEREAS, it is the mutual desire and it is to the mutual advantage of RAYONIER and the DISTRICT and TIITF, as successors in interest to the Lease Agreement, to further amend and supplement the Lease Agreement in the particulars hereinafter set forth:

NOW, THEREFORE, RAYONIER, DISTRICT and TIITF, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do, by these presents, further amend and supplement the Lease Agreement in the manner following, and do, by these presents, agree as follows:

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this First Rayonier Supplement to Contract ("Supplement").

2. **Sale of Timber and Use of Land.** RAYONIER agrees to sell and hereby sells to the DISTRICT and TIITF, and the DISTRICT and TIITF agree to purchase and hereby purchase from RAYONIER, as herein set forth: (a) all right, title and interest that RAYONIER may have in and to the wetland areas of Parcel B of the Lease Agreement Lands; (b) all rights, title and interest RAYONIER may have in and to the upland areas of Parcel B of Lease Agreement Lands; provided, however, subject to RAYONIER being entitled to manage and harvest the existing planted pine timber in the upland areas of Parcel B of the Lease Agreement Lands through the term of the Lease Agreement, provided a basal area of a minimum of forty (40) square feet is present after final harvest; (c) the existing standing timber and trees owned by RAYONIER under the Lease Agreement over Parcel A of the Lease Agreement Lands; and (d) all rights RAYONIER may have to plant, manage and harvest timber and trees through the balance of the term of the Lease Agreement over Parcel A of the Lease Agreement Lands; and (e) all rights as to any cord credits that RAYONIER has, may have or might accrue on Parcel A or Parcel B pursuant to the Lease Agreement.

3. **Release of Parcel A.** Except as expressly provided herein, any and all rights and interests of RAYONIER in and to the existing standing timber and trees owned by RAYONIER together with any and all present and future rights to plant, manage, cut, harvest or destroy any timber and trees on Parcel A of the Lease Agreement Lands are hereby remised, released, assigned and conveyed to the DISTRICT and TIITF, and the same are hereby terminated and released from the Lease Agreement.

4. **Release of Parcel B.** Except for the right to manage and harvest the existing planted pine timber in upland areas of Parcel B of the Lease Agreement Lands, any and all rights and interests of RAYONIER in and to Parcel B of the Lease Agreement Lands are hereby remised, released, assigned and conveyed to the DISTRICT and TIITF, and the same are hereby terminated and released from the Lease Agreement.

5. **Further Use and Control of Lands.** RAYONIER expressly reserves the right to manage and selectively harvest existing planted pine timber through the term of the Lease Agreement over the upland portions of Parcel B of the Lease Agreement Lands, as more particularly depicted as the upland portions of Parcel B in Exhibit "B", provided RAYONIER provides a basal area of a minimum of forty (40) square feet after final harvest. The requirement of a basal area of a minimum of forty (40) square feet after final harvest as to the upland portions of Parcel B of the Lease Agreement Lands satisfies the provisions of paragraph 12(b) of the Lease Agreement, and the provisions of paragraph 12(b) of the Lease Agreement shall not be applicable to the upland portions of Parcel B of the Lease Agreement Lands. RAYONIER shall retain all other existing rights under the Lease Agreement for Parcel A of the Lease Agreement Lands not expressly released or terminated pursuant to Paragraph 3 of this Supplement, including, but not limited to, hunting rights. Provided, however, RAYONIER, by Quit Claim Deed of even date herewith, has conveyed and released to District and TIITF any

and all oil, gas and mineral rights held by RAYONIER under the Lease Agreement for Parcels A and B of the Lease Agreement Lands. All silviculture operations relating to Parcel B of the Lease Agreement Lands shall be in accordance with Florida Best Management Practices for silviculture.

6. **Area of Lands.** It is hereby stipulated and agreed that the lands described herein have an area as follows: Parcel A of the Lease Agreement Lands contains 7,533.4 acres; Parcel B of the Lease Agreement Lands contains 377.9 acres, of which, 275.1 acres consist of uplands and 102.8 acres consist of wetlands. The total land area is 7,911.3 acres.

7. **Rent.** Except as to the lands and interests released or as otherwise provided herein, RAYONIER shall continue to pay rent on the lands and interests retained by or timber harvested by RAYONIER under the terms of the Lease Agreement. For those rights, powers, privileges, uses and options retained by RAYONIER in Parcel A of the Lease Agreement Lands, RAYONIER agrees to pay annually, in advance, as rent to the DISTRICT, for the use and benefit of the DISTRICT and TIITF, the fixed sum of \$0.25 for each acre of land within Parcel A of the Lease Agreement Lands. For the land within the upland areas of Parcel B of the Lease Agreement Lands remaining encumbered by the lease rights retained by RAYONIER under Paragraph 5 of this Agreement, RAYONIER shall continue to pay rent in accordance with the terms of the Lease Agreement, except that said Agreement is hereby modified to reflect that no cord credits or debits shall be taken into account on either a retroactive or prospective basis and that the calculation of rent pursuant to paragraph 6(b) of the Lease Agreement shall be on the basis of acres (i.e., \$3.50 per acre, rather than per cord), as adjusted pursuant to the remaining provisions of paragraph 6(b) of the Lease Agreement, and all references to cords, cord accounts, cord credits or cord debits in the Lease as a method of determining rental amounts or other amounts due from RAYONIER shall be deleted. Further, all cord credits or debits which may have accrued under prior years of the Lease Agreement for Parcels A and B of the Lease Agreement Lands are hereby otherwise released and terminated. RAYONIER represents that such cord credits shall not be transferable to other lands encumbered by the Lease Agreement, and the parties agree that any cord debits shall not be transferable to other lands encumbered by the Lease Agreement. Nothing in this Supplement, including but not limited to the sale of any standing timber or any harvesting by RAYONIER pursuant to this Supplement, shall operate or be considered timber harvesting for the purpose of any cord credit or debit as to any of the lands encumbered by the Lease Agreement. The parties further agree that no cord credit or debit bank will be maintained or claimed by either party on Parcels A or B of the Lease Agreement Lands. The intent of the parties hereto is that RAYONIER will pay rent for the 275.1 acres of uplands in Parcel B of the Lease Agreement Lands solely on the basis of the acreage and not on the basis of the number of cords on the land or cut from the land. Furthermore, after RAYONIER exercises its harvest rights on the planted pine timber in the Upland Areas of Parcel B of the Lease Agreement Lands, the acreage upon which such rights are exercised shall be terminated and released from the Lease Agreement and no further rental payments on such released acreage shall be due.

8. **Taxes.** RAYONIER covenants and agrees that RAYONIER will pay before delinquent and so as to obtain maximum discount, all ad valorem taxes and special assessments assessed against the lands not otherwise exempted due to the DISTRICT and TIITF'S exempt status, including but not limited to, any taxes levied as a result of the interests and rights retained by or improvements, structures and equipment utilized by RAYONIER on such lands during the term of the Lease Agreement. RAYONIER shall within a reasonable time after such payment, submit to the DISTRICT the official tax receipts therefor, or other proof of such payment acceptable to the DISTRICT. The DISTRICT reserves the right to make such payment. In the event the DISTRICT exercises such right, RAYONIER shall within thirty (30) days after notice of payment by the DISTRICT reimburse the DISTRICT for such taxes paid by the DISTRICT.

9. **Warranties of RAYONIER.** RAYONIER represents and warrants that, as of the effective date of this Supplement, RAYONIER is the sole and current Lessee of the Lease Agreement Lands, and that RAYONIER, or its predecessors in interest have not pledged, hypothecated, assigned or otherwise encumbered RAYONIER'S interest in said lands or the timber planted thereon and that said lands are free from all liens and encumbrances, except as hereinafter set forth, and RAYONIER will defend the same against the lawful claims of all persons whatsoever. Parcel A of the Lease Agreement Lands is subject to two hunt club leases, and Parcel B of the Lease Agreement Lands is subject to a billboard lease upon which notice of non-renewal has been provided by RAYONIER and as of January 31, 2002, the billboard is to be removed from Parcel B of the Lease Agreement Lands by the owner of the billboard. RAYONIER agrees to remove the billboard if the owner of the billboard has not removed same by January 31, 2002.

10. **Authority.** RAYONIER and the DISTRICT warrant and represent to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Supplement, and that, upon execution of this Supplement by all parties, the Supplement shall be valid, binding and enforceable against such parties and their respective successors and assigns.

11. **Indemnification.** RAYONIER agrees that it will indemnify and hold the DISTRICT and TIITF harmless and will be responsible, and will reimburse the DISTRICT and TIITF, for any and all losses, claims, demands, suits, expenses, damages, obligations and liabilities, of any kind or nature, including, without limitation, reasonable attorneys' fees, disbursements and court costs, suffered or incurred by the DISTRICT or TIITF by reason of any claim arising out of or based on the breach or inaccuracies of the warranties and representations contained herein.

12. **Captions.** The captions or paragraph headings of this Supplement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Supplement nor, unless provided for herein, otherwise replace similarly captioned headings in the Lease Agreement.

13. **Counterparts.** This Supplement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Supplement.

14. **Independent Parties.** RAYONIER, the DISTRICT and TIITF are not partners and this Supplement is not a joint venture and nothing in this Supplement shall be construed to authorize either RAYONIER, the DISTRICT or TIITF to represent or bind the other to matters not expressly authorized or provided in this Supplement.

15. **Non-Waiver of Regulatory Powers.** Nothing contained in this Supplement shall be construed as a waiver of or contract with respect to the regulatory and permitting powers of the DISTRICT or TIITF as they now or hereafter exist under applicable laws, rules and regulations.

16. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Supplement or in any instruments executed pursuant to the terms of this Supplement shall be construed as a waiver or attempted waiver by the DISTRICT or TIITF of their sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the DISTRICT or TIITF to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes, or any future statute or Act adopted by the Florida Legislature.

17. **Effect of Modifications.** The additions, modifications and revisions referred to in paragraphs 1 through 17 hereof shall be and become effective as of September 26, 2001. Except as herein amended, modified and revised, the said Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, RAYONIER, DISTRICT and TITF have caused this First Rayonier Supplement to Contract to be executed, this 26th day of September, 2001.

Signed, sealed and delivered
in the presence of:

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing
under Chapter 373, Florida Statutes, on
its own behalf and as agent for

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Sharon W. Lutzner
Print Name: SHARON W. LUTZNER

Sharon G. Carlin
Print Name: SHARON G. CARLIN

By: [Signature]
William W. Kerr, Chairman

Attest: [Signature]
Jeffrey K. Jennings, Secretary

For use and reliance only by
St. Johns River Water Management District,
Legal form and content Approved:

Winderweede, Haines, Ward & Woodman, P.A.

By: [Signature]
Dykes C. Everett

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was sworn to, subscribed and acknowledged before me this 26th day of September, 2001, by **WILLIAM W. KERR**, as Chairman of the Governing Board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me or ~~has produced~~ as identification.



Sandra L. Bertram
MY COMMISSION # CC694258 EXPIRES
January 29, 2002
BONDED THRU TROY FARM INSURANCE, INC.

Sandra L. Bertram
Notary Public
My Commission Expires: 1-29-2002

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was sworn to, subscribed and acknowledged before me this 26th day of September, 2001, by **JEFFREY K. JENNINGS**, as Secretary of the Governing Board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me or ~~has produced~~ as identification.



Sandra L. Bertram
MY COMMISSION # CC694258 EXPIRES
January 29, 2002
BONDED THRU TROY FARM INSURANCE, INC.

Sandra L. Bertram
Notary Public
My Commission Expires: 1-29-2002

RAYONIER WOODLANDS, LLC,
a Delaware limited liability company

By: RAYONIER TIMBERLANDS
MANAGEMENT, INC., a Delaware
corporation, as its Manager

Kathryn P. Tenbrunsel
Print Name: Kathryn P. Tenbrunsel

By: W. D. Erickson
W. D. Erickson, Vice President

Kenneth W. Gray
Print Name: Kenneth W. Gray

ATTEST: Tracy K. Arthur
Tracy K. Arthur,
Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25 day of September, 2001, by W. D. Erickson, as Vice President of RAYONIER TIMBERLANDS MANAGEMENT, INC., a Delaware corporation, as Manager of RAYONIER WOODLANDS, LLC., a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced



Daleene B. Goode
Notary Public : Daleene B. Goode
My Commission Expires:

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25 day of September, 2001, by TRACY K. ARTHUR, as Assistant Secretary of RAYONIER TIMBERLANDS MANAGEMENT, INC., a Delaware corporation, as Manager of RAYONIER WOODLANDS, LLC., a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced



Daleene B. Goode
Notary Public : Daleene B. Goode
My Commission Expires:

Sixth Supplemental
9/25/2001 (5:40 PM) 58

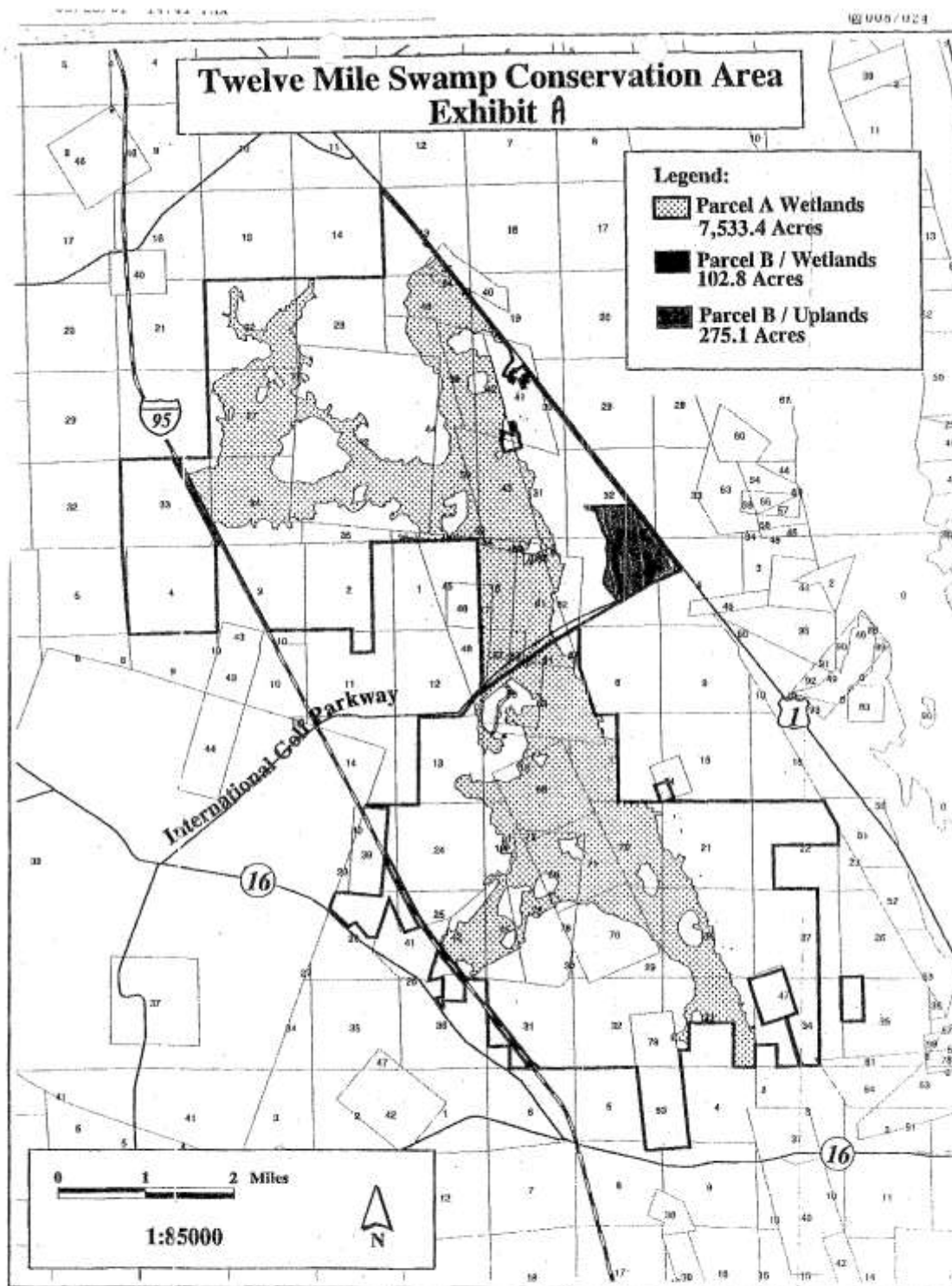


EXHIBIT "B"

RENT REFUND

9/26/2001 - 12/31/2001 = 97 days

Parcel A:

1/10/01 Payment		
7,533.4 acres @ \$3.50/acre = \$26,366.90 + 365 = 72,2381/day x 97 days =		\$ 7,007.10
2/1/01 Payment		
7,533.4 acres @ \$14.64/acre = \$110,298.96 + 365 = \$302.1616/day x 97 days =	28,309.68	
LESS 1/10/01 Payment	<u>7,007.10</u>	
DUE FOR 2/1/01.....		22,302.58
6/1/01 Payment		
7,533.4 acres @ \$14.66/acre = \$110,438.64 + 365 = \$302.5744/day x 97 days =	28,349.72	
LESS 1/10/01 Payment	<u>7,007.10</u>	
LESS 2/1/01 Payment	<u>22,302.58</u>	
DUE FOR 6/1/01.....		40.04

RECAP FOR PARCEL A

Due from 1/10/01 Payment	\$ 7,007.10
Due from 2/1/01 Payment	22,302.58
Due from 6/1/01 Payment	<u>40.04</u>
Refund due Seller for Parcel A.....	\$ 28,349.72

Parcel B:

1/10/01 Payment		
102.8 acres @ \$3.50/acre = \$359.80 + 365 = .9858/day x 97 days =		95.82
2/1/01 Payment		
102.8 acres @ \$14.64/acre = \$1,504.99 + 365 = \$4.1233/day x 97 days =	399.96	
LESS 1/10/01 Payment	<u>95.82</u>	
DUE FOR 2/1/01.....		304.34
6/1/01 Payment		
102.8 acres @ \$14.66/acre = \$1,507.06 + 365 = \$4.1289/day x 97 days =	400.50	
LESS 1/10/01 Payment	<u>95.82</u>	
LESS 2/1/01 Payment	<u>304.34</u>	
DUE FOR 6/1/01.....		.54
102.8 acres @ .25/acre = \$25.70 + 365 = .0704/day x 97 days =		18.27

RECAP FOR PARCEL B

Due from 1/10/01 Payment	\$ 95.82
Due from 2/1/01 Payment	304.34
Due from 6/1/01 Payment	<u>.54</u>
Subtotal	400.50
.25/acre	<u>18.27</u>
Refund due Seller for Parcel B.....	\$418.77

#4057

This document prepared by and
should be returned to:

Dykes C. Everett, Esquire
Winderweede, Haines, Ward &
Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790

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St. Johns County, FL
Clerk# 01-052379
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WHEREAS, said Contract has been supplemented, amended or modified by indentures dated as of January 1, 1962 (First Supplement to Contract); June 11, 1962 (Second Supplement to Contract); September 14, 1965 (Third Supplement to Contract); September 28, 1965 (Fourth Supplement to Contract); January 24, 1966 (Fifth Supplement to Contract); November 7, 1967 (Sixth Supplement to Contract); November 20, 1967 (Seventh Supplement to Contract); January 9, 1969 (Eight Supplement to Contract); May 29, 1969 (Ninth Supplement to Contract); December 23, 1969 (Tenth Supplement to Contract-re-executed as of December 30, 1969); January 4, 1979 (Eleventh Supplement to Contract); January 16, 1974 (First Container Supplement to Contract); January 19, 1981 (Second Container Supplement to Contract); July 12, 1983 (Third Container Supplement to Contract); November 16, 1987 (Fourth Container Supplement to Contract); November 1, 1989 (Fifth Container Supplement to Contract) (hereinafter all collectively referred to as the "Lease Agreement" or the "Contract"); and

WHEREAS, pursuant to said Tenth Supplement to Contract, Owens-Illinois assigned all of its rights and interest under the Contract, but solely as to the lands in St. Johns County, Florida, to Container Corporation of America, a corporation organized and existing under the laws of Delaware, which merged with and became known as Jefferson Smurfit Corporation (U.S.), a corporation organized and existing under the laws of the State of Delaware (hereinafter called "Jefferson"); and

WHEREAS, pursuant to the Eleventh Supplement to Contract, the Cummer Company set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to Cummer Land Company; and

WHEREAS, on or about June 29, 1979, Cummer Land Company liquidated and assigned to its shareholders all of its right, title and interest under the Contract, to the lands covered thereunder to its shareholders who in turn, on or about January 7, 1981, assigned all of their right, title and interest under the Contract to Cummer Land Trust, by and through its Trustees, Wellington W. Cummer, Robert H. Paul, III, and Howard W. Harrison, Jr. (hereinafter referred to as "Cummer"); and

WHEREAS, as of February 19, 2001, Cummer conveyed by Trustee's Deed, recorded in Official Records Book 1568, Page 482, Public Records of St. Johns County, Florida, to the DISTRICT, as to an undivided fifty percent (50%) interest, and TIITF, as to an undivided fifty percent (50%) interest, real property located in St. Johns County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, portions of the Property are encumbered by the Lease Agreement (the "Lease Agreement Lands"); and

WHEREAS, on or about February 19, 2001, under that certain Partial Assignment, Assumption and Indemnity Agreement, recorded in Official Records Book 1568, Page 512, Public Records of St. Johns County, Florida, Cummer assigned, transferred, set over and delivered to the DISTRICT and TIITF its rights, title and interest as lessor in and to the Lease Agreement to the extent the Lease Agreement encumbers the Property; and

WHEREAS, as a result of the aforementioned conveyance, the DISTRICT and TIITF are the Lessors under the Lease Agreement to the extent the Lease Agreement encumbers the Property; and

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WHEREAS, RAYONIER and the DISTRICT entered into an Agreement of Purchase and Sale dated April 18, 2001, together with a First Amendment to Agreement of Purchase and Sale dated as of July 31, 2001 (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement, RAYONIER has agreed to sell and the DISTRICT has agreed to buy, the existing standing timber ("Standing Timber"), and the rights to manage and harvest timber through the balance of the term of the Lease Agreement ("Future Harvest Rights"), and only those specific rights, owned by RAYONIER under the Lease Agreement over that portion of the Property as more particularly depicted as Parcel A in Exhibit "B" ("Parcel A of the Lease Agreement Lands"); and

WHEREAS, pursuant to the Agreement, RAYONIER has agreed to sell and the DISTRICT has agreed to buy, all rights held by RAYONIER under the Lease Agreement except the right to manage and selectively harvest existing planted pine timber in the future owned by RAYONIER under the Lease Agreement over that portion of the Property as more particularly depicted as Parcel B in Exhibit "B" ("Parcel B of the Lease Agreement Lands"); and

WHEREAS, pursuant to the Agreement, RAYONIER shall have the right to manage and harvest existing planted pine timber in the upland portions of Parcel B of the Lease Agreement Lands, provided a basal area of a minimum of forty (40) square feet is present after final harvest; and

WHEREAS, it is the mutual desire and it is to the mutual advantage of RAYONIER and the DISTRICT and TIITF, as successors in interest to the Lease Agreement, to further amend and supplement the Lease Agreement in the particulars hereinafter set forth:

NOW, THEREFORE, RAYONIER, DISTRICT and TIITF, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do, by these presents, further amend and supplement the Lease Agreement in the manner following, and do, by these presents, agree as follows:

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this First Rayonier Supplement to Contract ("Supplement").

2. **Sale of Timber and Use of Land.** RAYONIER agrees to sell and hereby sells to the DISTRICT and TIITF, and the DISTRICT and TIITF agree to purchase and hereby purchase from RAYONIER, as herein set forth: (a) all right, title and interest that RAYONIER may have in and to the wetland areas of Parcel B of the Lease Agreement Lands; (b) all rights, title and interest RAYONIER may have in and to the upland areas of Parcel B of Lease Agreement Lands; provided, however, subject to RAYONIER being entitled to manage and harvest the existing planted pine timber in the upland areas of Parcel B of the Lease Agreement Lands through the term of the Lease Agreement, provided a basal area of a minimum of forty (40) square feet is present after final harvest; (c) the existing standing timber and trees owned by RAYONIER under the Lease Agreement over Parcel A of the Lease Agreement Lands; and (d) all rights RAYONIER may have to plant, manage and harvest timber and trees through the balance of the term of the Lease Agreement over Parcel A of the Lease Agreement Lands; and (e) all rights as to any cord credits that RAYONIER has, may have or might accrue on Parcel A or Parcel B pursuant to the Lease Agreement.

3. **Release of Parcel A.** Except as expressly provided herein, any and all rights and interests of RAYONIER in and to the existing standing timber and trees owned by RAYONIER together with any and all present and future rights to plant, manage, cut, harvest or destroy any timber and trees on Parcel A of the Lease Agreement Lands are hereby remised, released, assigned and conveyed to the DISTRICT and TIITF, and the same are hereby terminated and released from the Lease Agreement.

4. **Release of Parcel B.** Except for the right to manage and harvest the existing planted pine timber in upland areas of Parcel B of the Lease Agreement Lands, any and all rights and interests of RAYONIER in and to Parcel B of the Lease Agreement Lands are hereby remised, released, assigned and conveyed to the DISTRICT and TIITF, and the same are hereby terminated and released from the Lease Agreement.

5. **Further Use and Control of Lands.** RAYONIER expressly reserves the right to manage and selectively harvest existing planted pine timber through the term of the Lease Agreement over the upland portions of Parcel B of the Lease Agreement Lands, as more particularly depicted as the upland portions of Parcel B in Exhibit "B", provided RAYONIER provides a basal area of a minimum of forty (40) square feet after final harvest. The requirement of a basal area of a minimum of forty (40) square feet after final harvest as to the upland portions of Parcel B of the Lease Agreement Lands satisfies the provisions of paragraph 12(b) of the Lease Agreement, and the provisions of paragraph 12(b) of the Lease Agreement shall not be applicable to the upland portions of Parcel B of the Lease Agreement Lands. RAYONIER shall retain all other existing rights under the Lease Agreement for Parcel A of the Lease Agreement Lands not expressly released or terminated pursuant to Paragraph 3 of this Supplement, including, but not limited to, hunting rights. Provided, however, RAYONIER, by Quit Claim Deed of even date herewith, has conveyed and released to District and TIITF any

and all oil, gas and mineral rights held by RAYONIER under the Lease Agreement for Parcels A and B of the Lease Agreement Lands. All silviculture operations relating to Parcel B of the Lease Agreement Lands shall be in accordance with Florida Best Management Practices for silviculture.

6. Area of Lands. It is hereby stipulated and agreed that the lands described herein have an area as follows: Parcel A of the Lease Agreement Lands contains 7,533.4 acres; Parcel B of the Lease Agreement Lands contains 377.9 acres, of which, 275.1 acres consist of uplands and 102.8 acres consist of wetlands. The total land area is 7,911.3 acres.

7. Rent. Except as to the lands and interests released or as otherwise provided herein, RAYONIER shall continue to pay rent on the lands and interests retained by or timber harvested by RAYONIER under the terms of the Lease Agreement. For those rights, powers, privileges, uses and options retained by RAYONIER in Parcel A of the Lease Agreement Lands, RAYONIER agrees to pay annually, in advance, as rent to the DISTRICT, for the use and benefit of the DISTRICT and TIITF, the fixed sum of \$0.25 for each acre of land within Parcel A of the Lease Agreement Lands. For the land within the upland areas of Parcel B of the Lease Agreement Lands remaining encumbered by the lease rights retained by RAYONIER under Paragraph 5 of this Agreement, RAYONIER shall continue to pay rent in accordance with the terms of the Lease Agreement, except that said Agreement is hereby modified to reflect that no cord credits or debits shall be taken into account on either a retroactive or prospective basis and that the calculation of rent pursuant to paragraph 6(b) of the Lease Agreement shall be on the basis of acres (i.e., \$3.50 per acre, rather than per cord), as adjusted pursuant to the remaining provisions of paragraph 6(b) of the Lease Agreement, and all references to cords, cord accounts, cord credits or cord debits in the Lease as a method of determining rental amounts or other amounts due from RAYONIER shall be deleted. Further, all cord credits or debits which may have accrued under prior years of the Lease Agreement for Parcels A and B of the Lease Agreement Lands are hereby otherwise released and terminated. RAYONIER represents that such cord credits shall not be transferable to other lands encumbered by the Lease Agreement, and the parties agree that any cord debits shall not be transferable to other lands encumbered by the Lease Agreement. Nothing in this Supplement, including but not limited to the sale of any standing timber or any harvesting by RAYONIER pursuant to this Supplement, shall operate or be considered timber harvesting for the purpose of any cord credit or debit as to any of the lands encumbered by the Lease Agreement. The parties further agree that no cord credit or debit bank will be maintained or claimed by either party on Parcels A or B of the Lease Agreement Lands. The intent of the parties hereto is that RAYONIER will pay rent for the 275.1 acres of uplands in Parcel B of the Lease Agreement Lands solely on the basis of the acreage and not on the basis of the number of cords on the land or cut from the land. Furthermore, after RAYONIER exercises its harvest rights on the planted pine timber in the Upland Areas of Parcel B of the Lease Agreement Lands, the acreage upon which such rights are exercised shall be terminated and released from the Lease Agreement and no further rental payments on such released acreage shall be due.

8. Taxes. RAYONIER covenants and agrees that RAYONIER will pay before delinquent and so as to obtain maximum discount, all ad valorem taxes and special assessments assessed against the lands not otherwise exempted due to the DISTRICT and TIITF'S exempt status, including but not limited to, any taxes levied as a result of the interests and rights retained by or improvements, structures and equipment utilized by RAYONIER on such lands during the term of the Lease Agreement. RAYONIER shall within a reasonable time after such payment, submit to the DISTRICT the official tax receipts therefor, or other proof of such payment acceptable to the DISTRICT. The DISTRICT reserves the right to make such payment. In the event the DISTRICT exercises such right, RAYONIER shall within thirty (30) days after notice of payment by the DISTRICT reimburse the DISTRICT for such taxes paid by the DISTRICT.

9. **Warranties of RAYONIER.** RAYONIER represents and warrants that, as of the effective date of this Supplement, RAYONIER is the sole and current Lessee of the Lease Agreement Lands, and that RAYONIER, or its predecessors in interest have not pledged, hypothecated, assigned or otherwise encumbered RAYONIER'S interest in said lands or the timber planted thereon and that said lands are free from all liens and encumbrances, except as hereinafter set forth, and RAYONIER will defend the same against the lawful claims of all persons whatsoever. Parcel A of the Lease Agreement Lands is subject to two hunt club leases, and Parcel B of the Lease Agreement Lands is subject to a billboard lease upon which notice of non-renewal has been provided by RAYONIER and as of January 31, 2002, the billboard is to be removed from Parcel B of the Lease Agreement Lands by the owner of the billboard. RAYONIER agrees to remove the billboard if the owner of the billboard has not removed same by January 31, 2002.

10. **Authority.** RAYONIER and the DISTRICT warrant and represent to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Supplement, and that, upon execution of this Supplement by all parties, the Supplement shall be valid, binding and enforceable against such parties and their respective successors and assigns.

11. **Indemnification.** RAYONIER agrees that it will indemnify and hold the DISTRICT and TIITF harmless and will be responsible, and will reimburse the DISTRICT and TIITF, for any and all losses, claims, demands, suits, expenses, damages, obligations and liabilities, of any kind or nature, including, without limitation, reasonable attorneys' fees, disbursements and court costs, suffered or incurred by the DISTRICT or TIITF by reason of any claim arising out of or based on the breach or inaccuracies of the warranties and representations contained herein.

12. **Captions.** The captions or paragraph headings of this Supplement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Supplement nor, unless provided for herein, otherwise replace similarly captioned headings in the Lease Agreement.

13. **Counterparts.** This Supplement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Supplement.

14. **Independent Parties.** RAYONIER, the DISTRICT and TIITF are not partners and this Supplement is not a joint venture and nothing in this Supplement shall be construed to authorize either RAYONIER, the DISTRICT or TIITF to represent or bind the other to matters not expressly authorized or provided in this Supplement.

15. **Non-Waiver of Regulatory Powers.** Nothing contained in this Supplement shall be construed as a waiver of or contract with respect to the regulatory and permitting powers of the DISTRICT or TIITF as they now or hereafter exist under applicable laws, rules and regulations.

16. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Supplement or in any instruments executed pursuant to the terms of this Supplement shall be construed as a waiver or attempted waiver by the DISTRICT or TIITF of their sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this paragraph shall not be construed as an attempt by the DISTRICT or TIITF to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes, or any future statute or Act adopted by the Florida Legislature.

17. **Effect of Modifications.** The additions, modifications and revisions referred to in paragraphs 1 through 17 hereof shall be and become effective as of September 26, 2001. Except as herein amended, modified and revised, the said Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, RAYONIER, DISTRICT and TJTF have caused this First Rayonier Supplement to Contract to be executed, this 26th day of September, 2001.

Signed, sealed and delivered
in the presence of:

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing
under Chapter 373, Florida Statutes, on
its own behalf and as agent for

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Sharon Whitener
Print Name: Sharon Whitener

Sharon G. Carlin
Print Name: SHARON G. CARLIN

By: [Signature]
William W. Kerr, Chairman

Attest: [Signature]
Jeffrey K. Jennings, Secretary

For use and reliance only by
St. Johns River Water Management District,
Legal form and content Approved:

Winderwesdie, Haines, Ward & Woodman, P.A.

By: [Signature]
Dykes C. Everett

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was sworn to, subscribed and acknowledged before me this 26th day of September, 2001, by WILLIAM W. KERR, as Chairman of the Governing Board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me or has produced _____ as identification.



Sandra L. Bertram
MY COMMISSION # CC694258 EXPIRES
January 29, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public
My Commission Expires: 1-29-2002

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was sworn to, subscribed and acknowledged before me this 26th day of September, 2001, by JEFFREY K. JENNINGS, as Secretary of the Governing Board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me or has produced _____ as identification.



Sandra L. Bertram
MY COMMISSION # CC694258 EXPIRES
January 29, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public
My Commission Expires: 1-29-2002

RAYONIER WOODLANDS, LLC,
a Delaware limited liability company

By: RAYONIER TIMBERLANDS
MANAGEMENT, INC., a Delaware
corporation, as its Manager

Kathryn P. Terwilliger
Print Name: Kathryn P. Terwilliger

By: W. D. Ericksen
W. D. Ericksen, Vice President

Kenneth W. Gray
Print Name: Kenneth W. Gray

ATTEST: Tracy K. Arthur
Tracy K. Arthur,
Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25 day of September, 2001, by W. D. Ericksen, as Vice President of RAYONIER TIMBERLANDS MANAGEMENT, INC., a Delaware corporation, as Manager of RAYONIER WOODLANDS, LLC., a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Deleene B. Gooden
Notary Public : Deleene B. Gooden
My Commission Expires:

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25 day of September, 2001, by TRACY K. ARTHUR, as Assistant Secretary of RAYONIER TIMBERLANDS MANAGEMENT, INC., a Delaware corporation, as Manager of RAYONIER WOODLANDS, LLC., a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.



Deleene B. Gooden
Notary Public : Deleene B. Gooden
My Commission Expires:

6:26 PM 9/25/2001 (5:40 PM) 5:38 PM

EXHIBIT "B"

RENT REFUND

8/26/2001 - 12/31/2001 = 97 days

Parcel A:

1/10/01 Payment
7,533.4 acres @ \$3.50/acre = \$26,366.90 + 365 = 72,238.1/day x 97 days = \$ 7,007.10

2/1/01 Payment
7,533.4 acres @ \$14.64/acre = \$110,288.96 + 365 = \$302,161.6/day x 97 days = 29,309.68
LESS 1/10/01 Payment 7,007.10
DUE FOR 2/1/01 22,302.58

6/1/01 Payment
7,533.4 acres @ \$14.66/acre = \$110,439.64 + 365 = \$302,574.4/day x 97 days = 29,349.72
LESS 1/10/01 Payment 7,007.10
LESS 2/1/01 Payment 22,302.58
DUE FOR 6/1/01 40.04

RECAP FOR PARCEL A

Due from 1/10/01 Payment \$ 7,007.10
Due from 2/1/01 Payment 22,302.58
Due from 6/1/01 Payment 40.04
Refund due Seller for Parcel A \$ 29,349.72

Parcel B:

1/10/01 Payment
102.8 acres @ \$3.50/acre = \$359.80 + 365 = .9858/day x 97 days = 95.62

2/1/01 Payment
102.8 acres @ \$14.64/acre = \$1,504.89 + 365 = \$4,123.3/day x 97 days = 399.96
LESS 1/10/01 Payment 95.62
DUE FOR 2/1/01 304.34

6/1/01 Payment
102.8 acres @ \$14.66/acre = \$1,507.06 + 365 = \$4,128.9/day x 97 days = 400.50
LESS 1/10/01 Payment 95.62
LESS 2/1/01 Payment 304.34
DUE FOR 6/1/01 .54

102.8 acres @ .25/acre = \$25.70 + 365 = .0704/day x 97 days = 18.27

RECAP FOR PARCEL B

Due from 1/10/01 Payment \$ 95.62
Due from 2/1/01 Payment 304.34
Due from 6/1/01 Payment .54
Subtotal 400.50
.25/acre 18.27
Refund due Seller for Parcel B \$418.77

CERTIFICATE

WE, W. D. ERICKSEN, as Vice President, and TRACY K. ARTHUR, as Assistant Secretary of RAYONIER TIMBERLANDS MANAGEMENT, INC., a Delaware corporation ("RTMI"), the sole Manager of RAYONIER WOODLANDS, LLC., a Delaware limited liability company ("Company"), do hereby certify as follows:

1. That the Company is the sole Lessee under that certain Contract dated December 28, 1959, between Cummer Lime and Manufacturing Company and Cummer Sons Cypress Company as Lessors, and Owens-Illinois Glass Company as Lessee, as supplemented, amended or modified by Indentures dated as of January 1, 1962 (First Supplement to Contract); June 11, 1962 (Second Supplement to Contract); September 14, 1965 (Third Supplement to Contract); September 28, 1965 (Fourth Supplement to Contract); January 24, 1966 (Fifth Supplement to Contract); November 7, 1967 (Sixth Supplement to Contract); November 20, 1967 (Seventh Supplement to Contract); January 9, 1969 (Eight Supplement to Contract); May 29, 1969 (Ninth Supplement to Contract); December 23, 1969 (Tenth Supplement to Contract—re-executed as of December 30, 1969); January 4, 1979 (Eleventh Supplement to Contract); January 16, 1974 (First Container Supplement to Contract); January 19, 1981 (Second Container Supplement to Contract); July 12, 1983 (Third Container Supplement to Contract); November 16, 1987 (Fourth Container Supplement to Contract); November 1, 1989 (Fifth Container Supplement to Contract), as subsequently assigned to Company (collectively, the "Lease Agreement").

2. That, to the best of our knowledge after due diligence and inquiry, attached hereto, and incorporated hereby by reference, is a correct and complete copy of the Lease Agreement, which includes all amendments thereto adopted through the date of this Certificate.

3. To the best of Affiant's knowledge, no party under the Lease Agreement is in default under the terms, covenants, conditions or provisions of the Lease Agreement.

4. That, as of the date hereof, as to Parcels A & B of the lands in the Lease Agreement which are the subject matter of that certain First Rayonier Supplement to Contract executed contemporaneously with this Certificate, a depiction of which lands is attached hereto as Exhibit "A" and incorporated by reference, (i) Company is the sole and current Lessee under the Lease Agreement, except for those certain hunting leases with Pacetti Hunt Club and 12 Mile Hunting Club, and that certain billboard lease with Ripley's, (ii) Company, or its predecessors in interest, have not pledged, hypothecated, assigned or otherwise encumbered Company's interest in the lands which are the subject matter of the Lease Agreement or the timber planted hereon, (iii) said lands are free from all liens and encumbrances associated with Company, and (iii) Company will defend the same against the lawful claims of all persons whatsoever.

5. The Lease Agreement is in full force and effect and has not been modified except as is attached hereto and as by the First Rayonier Supplement to Contract of even date herewith.

6. This Certificate is being furnished to St. Johns River Water Management District, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and Winderweede, Haines, Ward & Woodman, P.A., with the knowledge that it will be used in connection with the sale of an interest in the Lease Agreement owned by Company.

DATED this 16th day of September, 2001.

RAYONIER WOODLANDS, LLC,
a Delaware limited liability company

By: RAYONIER TIMBERLANDS
MANAGEMENT, INC., a Delaware
corporation, as its Manager

By: W. D. Ericksen
W. D. Ericksen, Vice President

ATTEST: Tracy K. Arthur
Tracy K. Arthur,
Assistant Secretary

Twelve Mile Swamp Conservation Area EXHIBIT A

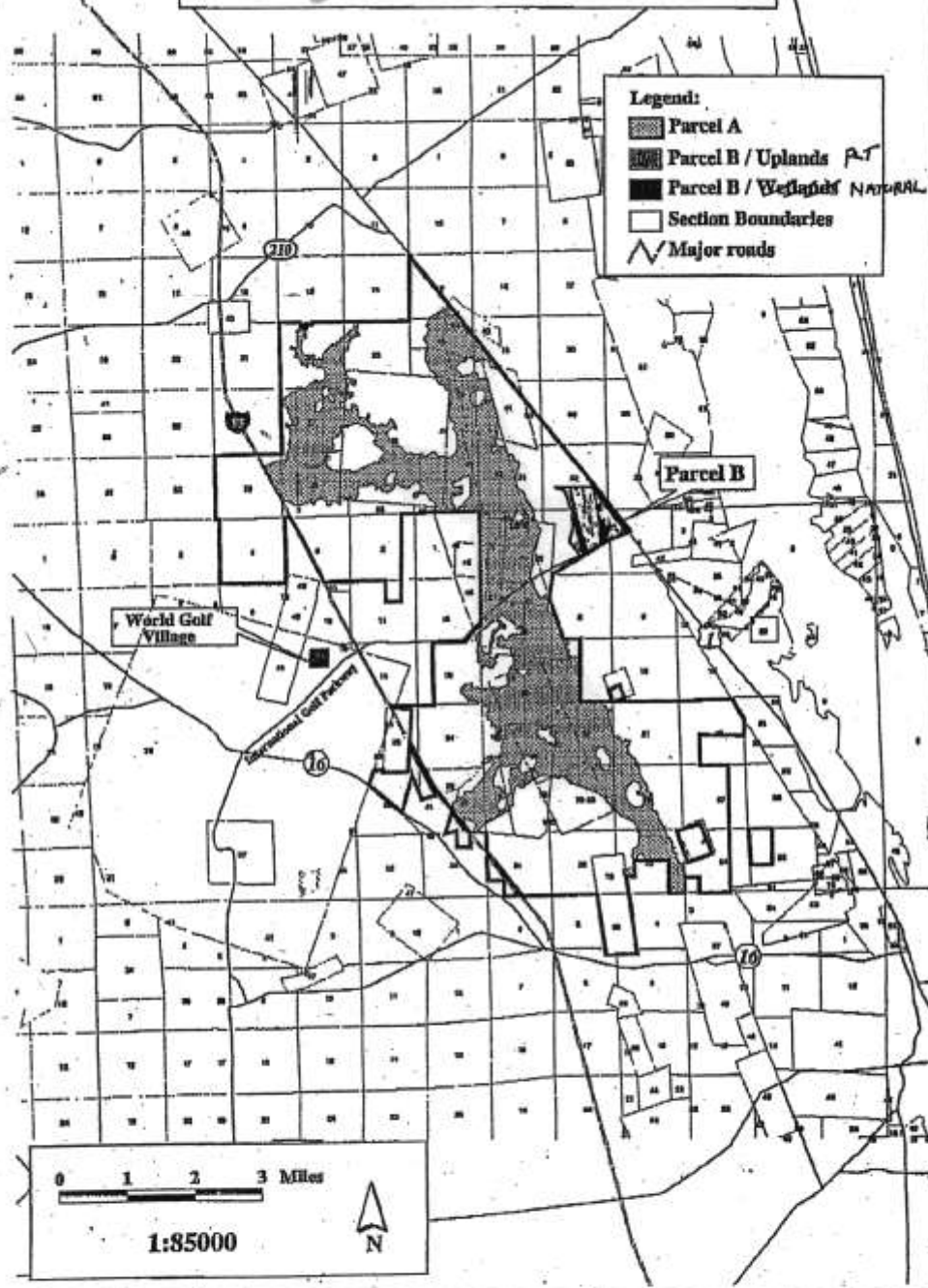


EXHIBIT D

(Rayonier Lease and Amendments / Supplements)



(Office Copy)

COPY ORIGINAL CONTRACT &
SUPPLEMENTS: OWENS-ILLINOIS, INC.

DATED: December 28, 1959

TIMBER TRACT DATED FEBRUARY 22, 1922, BETWEEN
JUNGER LIME AND MANUFACTURING COMPANY, JUNGER
MONT CYPRUS COMPANY, AND OWENS-ILLINOIS GLASS
CORPORATION.

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Page 35 SCHEDULE "A"

<u>ATTACHMENTS:</u>					
	First Supplement to Contract,	1/1/62	"Change in Acreage/	and acreage"	
Second	"	6/11/62	ditto		
Third	"	9/14/65	ditto		
Fourth	"	9/28/65	ditto		
Fifth	"	1/24/66	ditto		
Sixth	"	11/7/67	"Assignment of Contr.		
Seventh	"	11/20/67	"Conoco Mining Lease		
Eighth	"	1/9/69	"Change in Acreage"		
Ninth	"	5/29/69	ditto		
Tenth	"	12/23/69	"Assignment-St. Johns		
	(Includes "re-execution)		Co. lands to "Container"		
	First Container Supplement to Contract	1/16/74	"Elimination of		
			63.52 a. "		

(A short form of this Contract is recorded in St. Johns County
Deed Book 255, Page 441. Copy attached hereto.)

C O N T R A C T

THIS INDENTURE, Executed in duplicate as of the 28 day of December, 19 59, by and between CUMMER LIME AND MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, and CUMMER SCOS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", and OWENS-ILLINOIS GLASS COMPANY, a corporation organized and existing under the laws of the State of Ohio, post office address: 405 Madison Avenue, Toledo 4, Ohio, party of the second part, hereinafter called "Owens-Illinois";

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

In consideration of the sum of Ten Dollars and other valuable considerations in hand paid by Owens-Illinois to Owner at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definition of Owner. In the event there is more than one party of the first part hereto, the term "Owner" shall refer to each of such parties of the first part, who shall be jointly and severally bound by each of the covenants, terms and conditions referred to herein. The use of the masculine pronoun in referring to the Owner shall also include the feminine and neuter.

2. Warranties of Owner. Owner represents and warrants that he has the unrestricted right to enter into this agreement; that CUMMER LIME AND MANUFACTURING COMPANY is the owner in fee simple of Parcel I of the lands described in Schedule A attached hereto; that CUMMER BONS CYPRESS COMPANY is the owner in fee simple of Parcel II of said lands; that all lands (both parcels) are free from all liens and encumbrances, except as hereinafter set forth, and Owner will defend the same against the lawful claims of all persons whomsoever.

3. Sale of Timber and Use of Lands. Owner hereby sells and agrees to sell to Owens-Illinois, and Owens-Illinois hereby purchases and agrees to purchase from Owner, to the extent of and subject to the terms and conditions herein set forth, all of the timber now growing and to grow during the term hereof upon the lands described in Schedule A, which is attached hereto and made a part hereof by reference, together with all and singular the complete and exclusive use and control of said lands (except as hereinafter provided), and the rights, members, hereditaments and appurtenances thereof (all of which are hereinafter called the "Lands"), and including (without in any way limiting the generality of the foregoing, save as may be hereinafter particularly set forth) all timber and other products, growing or to grow on the Lands, together with the right to construct, use, maintain and occupy such buildings, structures and improvements which, in the opinion of Owens-Illinois, shall be necessary or convenient in the carrying out of its operations thereon, with and including all surface rights upon the Lands needed from time to time by Owens-Illinois in the development of

the Lands, as herein contemplated, including free and unlimited logging privileges, right of ingress and egress for Owens-Illinois' agents and employees, and the right to build and operate railroads, roads, bridges, canals and other facilities upon and over the Lands as in the opinion of Owens-Illinois may be necessary for the purpose of growing and removing timber and other products therefrom, and for the transporting of supplies, equipment and employees over and across the Lands, and with the right, but not the obligation, at any time during the continuance of this Contract, and for six (6) months after termination, by whatever means, to remove any and all buildings, structures and improvements of any nature whatsoever, whether now in existence or hereafter placed thereon or constructed or erected, and any and all machinery, equipment and property of any nature whatsoever placed, constructed or erected thereon by Owens-Illinois, whether or not so fixed to the Lands as to be regarded in law as a part thereof.

TO HAVE AND TO HOLD the Lands, subject to the terms, provisions and conditions hereof, unto Owens-Illinois for and during a term commencing on the 1st day of January, 1960, and expiring on the 31st day of December, 2015.

4. Further Use and Control of Lands. Owens-Illinois shall have and is hereby granted the right to cut and remove from the Lands the pine, cypress and hardwood timber growing and to grow thereon, and to work the pine trees upon the Lands, whether now growing or hereafter to grow, for naval stores purposes, subject to the terms, conditions and limi-

tations herein contained. In addition to such timber rights Owens-Illinois is granted the complete and exclusive use of the Lands for water power, water, grazing, farming, hunting, and all other privileges included in the complete and exclusive use and control of the Lands, except as herein otherwise provided.

5. Area of Lands. It is hereby stipulated and agreed that the Lands have an area of 47,911.44 acres subject to this contract; in the computation of such area, rights-of-way for railroads, paved highways, telephone and telegraph intercity lines and power transmission lines have been excluded.

6. Terms of Timber Sale.

(a) Owner has this day sold, and Owens-Illinois has this day purchased 200,000 cords of timber from said Lands at the fixed price of \$3.75 per cord. Owens-Illinois has this day paid Owner the sum of \$220,000.00 in cash, and Owens-Illinois covenants to pay Owner the further sum of \$280,000.00 each January 10, 1960, and the further sum of \$250,000.00 each January 10, 1961, both without interest. The said payments made and to be made by Owens-Illinois under the provisions of this paragraph 6 (a) aggregate \$750,000.00 and are in full payment for said 200,000 cords. For the purposes of this Contract, said 200,000 cords shall be treated as a credit of prepaid stumpage belonging to Owens-Illinois, thus constituting a backlog of timber not cut at the beginning of the term of this contract, to which backlog shall be added the annual purchases of timber for which provision is herein-after made.

(b) It is the considered judgment of the parties hereto that under normal circumstances, following good and accepted forestry practices, the Lands will, on the average, grow approximately one cord per acre per year. The term "year" as used in this Contract shall mean (a) the twelve-month period commencing January 1, 1960, or (b) any twelve-month period during the existence of this Contract commencing January 1st. In addition to the present sale of timber referred to in paragraph 6 (a) above, Owens-Illinois agrees to purchase annually from Owner one cord for each acre of land from time to time covered hereby, and to pay for the same annually in advance, on or before January 10, of each year, at the rate of \$3.50 per cord, PROVIDED, however, that if the average of the wholesale Price Index for all Commodities (1947-1949 equals 100) as published by the U. S. Department of Labor, Bureau of Labor Statistics, for any calendar year, beginning with the calendar year 1960, shall be as much as five per cent (5%) greater or less than the index figure of 119.5, then the payment by Owens-Illinois to Owner (being the purchase price per cord) for the next succeeding year shall be increased or decreased by the same percentage as such wholesale Price Index for all Commodities shall be greater or less than such index figure of 119.5; and provided further, that at no time shall such payment hereunder be computed or paid at less than \$2.93 per cord. Should said wholesale Price Index for All Commodities as published by the U. S. Department of Labor, Bureau of Labor Statistics, be abandoned or no longer published, or should said index fail to reflect fairly and reasonably changes in the average

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wholesale prices, then, and in either event, adjustments in the payments due by Owens-Illinois to Owner hereunder shall be in accordance with such other index or sliding scale as will fairly and reasonably reflect such changes in wholesale prices. Should the parties hereto fail to, by mutual agreement, select such other index or sliding scale, then the matter shall be settled by arbitration as provided in Paragraph 22 hereof. Owens-Illinois has paid Owner, and Owner hereby acknowledges receipt of the following amount:

\$167,690.04 in payment for 47,911.44
cords for the year beginning January 1, 1950.

As of date hereof, Owens-Illinois has a total backlog of credits equal to 247,911.44 cords.

7. Term of Lease. Owner has this day demise and leased to Owens-Illinois, for the term hereinbefore provided, all of the land described in Schedule A attached hereto, subject to the terms and conditions herein set forth. For all the rights, powers, privileges, uses and options, other than timber cutting rights, that is to say, for all remaining rights, powers, privileges, uses and options herein contained, Owens-Illinois agrees to pay annually, in advance, to Owner, as rent, the fixed sum of \$0.25 for each acre of land from time to time covered hereby. Owens-Illinois has paid Owner, and Owner hereby acknowledges receipt of the following amount:

\$11,977.86 in payment for rent for
47,911.44
January 1, 1950. acres for the year beginning

8. Measurement of Timber and Conversion Factors.

(a) As used in this Contract, the word "cord" means a rack of rough pine wood 128 cubic feet stacked compactly. For the purpose of computing the volume of wood which may be hereafter cut and removed by Owens-Illinois under the provisions of this Contract, that is, may be utilized commercially by Owens-Illinois, but for no other purpose, 1-1/2 cords of hardwood or cypress shall be the equivalent of one cord of pine and shall be treated as such, viz: 128 cubic feet of pine shall equal one cord, whereas, 192 cubic feet of hardwood or cypress shall equal one cord. Likewise, for the purpose of this Contract, each 1,000 board feet (Scribner Decimal C Scale) of pine timber used or sold as saw timber shall be treated as the equivalent of three cords of pine pulpwood; each 1,000 cross ties 7" x 9", 8-1/2 feet long, shall be treated as the equivalent of 40 cords of pulpwood; each 1,000 lineal feet of poles or piling shall be treated as the equivalent of three cords of pulpwood.

(b) Anything herein to the contrary notwithstanding, Owens-Illinois shall be privileged from time to time to determine by weight the number of cords (either pine, hardwood or cypress) which may be hereafter cut and removed by Owens-Illinois under the provisions hereof. In the event Owner becomes dissatisfied with the conversion factor or conversion factors (number of pounds per cord) which may hereafter from time to time be adopted by Owens-Illinois, then Owner may refer such matter to arbitration in accordance with the provisions of Paragraph 23 hereof. Should Owens-Illinois utilize any of the timber commercially in a manner which, in the

opinion of Owens-Illinois, renders it impractical to measure the volume in cords by any of the conversion factors set forth in this Paragraph 8, and the parties are unable to agree upon an additional conversion factor or conversion factors, then such matter shall be settled by arbitration in accordance with the provisions of Paragraph 23 hereof.

9. Accounting for Timber Cut. Owens-Illinois shall scale and, on the basis of its scale, account to Omer in terms of cords for all pulpwood, poles, piling, cross ties, and saw timber removed annually from the Lands (being all timber utilized commercially), and payment shall be made to Omer in accordance with the terms hereof. Should Owens-Illinois during any one or more years fail for any reason to cut, remove or otherwise utilize commercially such timber at the rate of one cord per acre, being the amount Owens-Illinois is required to purchase annually, then Owens-Illinois shall be entitled to cut, remove or otherwise utilize commercially during subsequent years of the term of this Contract the timber so paid for but not cut or otherwise utilized commercially in prior years. Should in any year Owens-Illinois cut or utilize commercially an aggregate volume in excess of one cord per acre and Owens-Illinois shall have a credit for wood paid for but not cut during prior years, then such excess cut shall be charged against such credit for prior years, to the extent that the credit exists. Should Owens-Illinois, during any year, cut or otherwise utilize commercially from the Lands wood in excess of one cord per acre in the aggregate and not have sufficient credits from prior years to cover such excess cutting, then on January 10 of the succeeding year Owens-Illinois

shall pay to Owner for such excess cut at the rate of \$3.50 per cord (the price shall be computed according to the sliding scale in this Contract set forth), and in addition shall pay to Owner the payment due annually computed on the basis of one cord per acre per year. Thereafter, should Owens-Illinois, at the termination of any year, have a backlog of credits of wood paid for but not cut equal to 7,500 cords or more, it may take credit for the excess stumpage paid for in prior years by deducting the excess payment, or any part thereof, from any annual payment due Owner, so long as the amount paid Owner is not reduced below one cord per acre per year average over the term of this Contract.

✓ 10. Title Examination and Establishment.

(a) It is an obligation of Owner, at his sole expense, to deliver complete abstracts of title covering the Lands to the attorneys designated by Owens-Illinois within the time limit set forth in the agreement between Owens-Illinois and Owner to enter into this Contract. The abstracts shall be prepared and certified by a person acceptable to Owens-Illinois. Owens-Illinois shall cause the title to the Lands to be examined by its attorneys, and if Owner's title to any part of the Lands shall be so defective, in the opinion of Owens-Illinois or its attorneys, as to render hazardous the cutting of timber thereon, then, and in such event, Owens-Illinois may, at its option, and on or before July 1, 1930, give written notice to Owner eliminating such lands from this Contract and specifying the defects in the title thereof, and thereupon the payments hereunder to Owner shall be stated as of the date

hereof as to such eliminated lands. Should at any time during the duration of this Contract the title of Owner to any of the Lands be or become so defective as, in the opinion of Owens-Illinois or its attorneys, to render hazardous the cutting of timber thereon, then, and in such event, Owens-Illinois may give written notice to Owner eliminating such lands from this Contract and specifying the defects in the title thereof, and thereupon the payments payable hereunder to Owner shall be abated as of the date of such notice as to such eliminated lands.

(b) In the event that Owner shall perfect the title to any of the lands which may be eliminated from this Contract pursuant to Paragraph 10 (a) above, then Owner shall give notice to Owens-Illinois of the perfecting of the title to said lands and, if requested by Owens-Illinois, shall furnish to Owens-Illinois such evidence as may be reasonably required of the perfecting of such title, and if the title thereto be then approved by Owens-Illinois, then and thereafter such lands shall be subject to the terms hereof, and the payments hereunder to Owner shall be increased according to the acreage of such lands, such increased payments to begin as of the date of such approval by Owens-Illinois.

(c) Each party agrees with the other, if so requested by the other party, to join in the execution of supplemental agreements eliminating lands from the operation of this Contract, as provided in Paragraph 10 (a) above, or in bringing lands under the operation of this Contract, as provided in Paragraph 10 (b) above.

11. Additional Rights and Conditions of Timber Operating.

Owens-Illinois shall have and is hereby granted the exclusive right to manage, control and operate the Lands and the timber thereon, to cut and remove said timber, and Owens-Illinois agrees that it will, at its cost and expense, manage and operate the Lands for the production of timber in such manner as shall, in the opinion of Owens-Illinois, be in accord with the best forestry practices from time to time prevailing.

12. Cruise of Timber and Cutting Limitations.

(a) Owens-Illinois has, pursuant to Paragraph 6 (a) hereof, this day purchased from Owner 200,000 cords of merchantable timber upon said Lands, and it is stipulated and agreed by the parties that Owens-Illinois is now the absolute and unconditional owner of said 200,000 cords now growing upon said lands with the right to cut and remove the same at any and all times during the term of this Contract. Owens-Illinois has heretofore caused the remaining timber on the Lands to be cruised, and a copy of such cruise has been furnished to Owner. Owner shall have the right, within 180 days of date hereof, at Owner's sole expense, to have the Lands cruised by a recognized timber cruiser, and if such cruise is completed and a written report of such cruise furnished Owens-Illinois within said 180-day period, then the quantity of merchantable timber shown by each of such cruises shall be averaged and such average shall be deemed to be the quantity of merchantable timber now standing and growing upon the Lands. Owens-Illinois will not accept any timber cruise furnished by Owner unless it is furnished within the time herein specified, is in the form or substantially the form of the cruise this

day handed Owner by Owens-Illinois, is signed by the party making the cruise, and is a current cruise showing the volume of merchantable timber on the Lands at a date subsequent to October 1, 1935. Further, the cruise must cover the entire tract of Lands, that is, Owner is not privileged to have only a portion of such tract cruised, nor is Owner privileged to have different people cruise different portions of such tract. Further, said cruise must except the 200,000 cords of timber this day purchased by Owens-Illinois under the provisions of Paragraph 6 (a) above. The term "merchantable timber" as used in this Contract is defined to mean all pine timber 4 inches and over in diameter, breast high (that is, four and one-half feet above the ground), and all hardwood and cypress timber 6 inches and over in diameter, breast high (four and one-half feet above the ground). The timber cruise of the Lands heretofore made by Owens-Illinois shows the volume of (the merchantable timber) on the Lands to be 108,729 cords, and this shall be deemed to be the volume of such timber now standing and growing upon the Lands, unless Owner, within the time and under the terms herein provided, shall cause such additional cruise to be made as above provided.

(b) Owens-Illinois covenants and agrees that, notwithstanding any other provision hereof, it will not, during the last five (5) years of the term of this Contract, cut and remove timber from the Lands to such an extent as will reduce the standing and growing merchantable timber to less than 100 per cent of the total number of cords now

standing and growing upon the Lands, to be computed as hereinabove set forth (see last sentence of Paragraph 12 (a) above for total number of cords); PROVIDED, however, that in the event of damage to timber by fire, blight, disease, infestation or other casualty, Owens-Illinois may cut and remove such damaged timber notwithstanding that the quantity of standing and growing timber upon the Lands may thereby be reduced below the aforesaid permitted percentage of merchantable timber now upon the Lands. In the event that at any time during the last five (5) years of the term of this Contract the quantity of merchantable timber shall become, from any cause whatsoever, less than 100 per cent of the quantity of such timber now standing and growing upon the Lands (to be computed as hereinabove provided), Owens-Illinois shall thereupon cease cutting and removing said timber from the Lands, except and only to the extent permitted by good forestry practices, until there shall be standing and growing upon the Lands in excess of 100 per cent of the quantity of such merchantable timber now thereon. In the event the area of the Lands subject to this Contract shall be increased or decreased, the quantity of merchantable timber which may be cut and removed pursuant to the aforesaid provisions shall be increased or decreased in proportion thereto. At the termination of this Contract should there be standing upon the Lands an average of less than 2.27 cords per acre of merchantable timber (being 100 per cent of the present average volume of merchantable timber per acre) as a result of any cause other than fire, windstorm, blight, disease, infestation, or other casualty, then Owens-Illinois shall pay Owner for such deficit at the rate of three times the price per cord then due Owner hereunder.

✓ 13. Exceptions to Title. This Contract is subject to all existing rights-of-way for roads, railroads, power lines, communication lines and any and all other visible encumbrances.

✓ 14. Rights in Oil, Gas and Minerals. Owner hereby grants and conveys to Owens-Illinois a one-half undivided interest in all of the oil, gas and minerals owned by Owner upon and beneath the Lands, together with the right to explore for, mine, drill for, produce, remove, use and sell such oil, gas and minerals and the right to make leases or other agreements granting said rights or any part thereof to others; provided however, that no such exploring, mining, drilling, producing or removal of any such oil, gas or minerals upon or beneath the Lands shall be done during the term hereof by Owens-Illinois, its successors or assigns, or by Owner, his successors in title, assigns, or any of them, without the prior written authority and approval of Owens-Illinois, its successors or assigns, and of Owner or his assigns or successors in title to the Lands, but such written authority and approval shall not be unreasonably or arbitrarily withheld; and provided further, that the title to all of the gas, oil and minerals remaining in place upon or beneath the Lands at the expiration or termination of the term hereof shall thereupon be divested from Owens-Illinois, its successors and assigns, and revert to Owner, his successors in title to the Lands or assigns.

✓ 15. Taxes. Owner covenants and agrees that he will pay before delinquent and so as to obtain maximum discount, all ad valorem taxes assessed against said Lands during the

term hereof, the timber thereon and improvements, structures and equipment hereafter placed upon the Lands by Owens-Illinois. Owner shall within a reasonable time after such payment, submit to Owens-Illinois the official tax receipts therefor, or other proof of such payment, acceptable to Owens-Illinois, and Owens-Illinois shall within 30 days after receipt of said tax receipts or other satisfactory proof, reimburse Owner for such taxes against said Lands so paid by Owner. Owner not only covenants to make such timely payments of said taxes and furnish to Owens-Illinois said receipts or other satisfactory proof, but owner further covenants to make in his own name all required tax returns when and before such returns are due; to promptly transmit to Owens-Illinois all tax statements and other notices received by Owner relating to such taxes, and to cooperate with Owens-Illinois in every reasonable manner to minimize the tax assessments and the taxes levied against said Lands during the term hereof. Anything herein to the contrary notwithstanding, Owens-Illinois shall have the right to contest, either in the name of the Owner or otherwise, any such taxes or any portion thereof which, in Owens-Illinois' opinion, are excessive, illegal or improperly assessed, and should Owens-Illinois elect to contest any such taxes or assessments and notify Owner, in writing, of such election, Owner shall not pay the taxes involved in such contest without Owens-Illinois' consent, until such contest shall have been finally concluded. Except for additional taxes, interests and penalties accruing after written notice

to Owner of Owens-Illinois' intention to contest such taxes or a portion thereof, Owens-Illinois' duty to reimburse Owner for taxes paid by Owner is limited to such amount as Owner would have paid had Owner paid such taxes so as to have obtained maximum discount, and provided further, that Owens-Illinois shall not pay or be charged with any taxes upon (1) any oil, gas or mineral rights, except as to its interests therein; or (2) any income tax, inheritance tax or intangible tax assessed or charged against Owner.

16. Right of First Refusal. In the event that Owner shall desire to sell and convey the Lands, or stock, or any part thereof, or any interest therein, he shall submit to Owens-Illinois an offer in writing setting forth the price and terms upon which he is willing to make such sale, and Owens-Illinois shall have the continuing right to accept such offer at any time during a period of three (3) months from the date of its receipt by Owens-Illinois at the price and upon the terms set forth in such offer, or, at the further option of Owens-Illinois, for cash. In the event that Owens-Illinois shall fail, neglect or refuse to accept such offer within such time limit, then Owner may sell and convey the Lands or such part thereof or interest therein, or enter into a contract for the sale and conveyance thereof, at any time within one (1) year from the date of the delivery of the aforesaid offer to Owens-Illinois, but only at a price not less and upon terms not less favorable to Owner than the price and terms offered to Owens-Illinois. Only that part of or interest in the Lands (if less than the whole) which was the subject of the aforesaid offer to Owens-Illinois may be so sold. After the expiration of one year from the date

If the owner makes an offer to Owens-Illinois, Owner shall not sell the lands or any part thereof, or any interest therein, without again submitting another offer to Owens-Illinois, who shall thereupon have the same rights as are set out above. All of the capital stock of Owner, as well as such corporation or corporations as may succeed to the assets of Owner, shall be and remain subject to the option to purchase herein in this paragraph contained, and Owner represents that prior to the execution of this instrument Owner has caused all such stock now outstanding to be endorsed on the face thereof, in bold type, with the following:

"This stock is subject to option to purchase in favor of Owens-Illinois Glass Company, 405 Madison Avenue, Toledo 4, Ohio, in accordance with Contract dated the 26 day of December, 1959."

Owner further represents and agrees that all such stock which may be hereafter issued will, at time of issue, have stamped upon the face thereof such notice of Owens-Illinois' option to purchase, viz:

"This stock is subject to option to purchase in favor of Owens-Illinois Glass Company, 405 Madison Avenue, Toledo 4, Ohio, in accordance with Contract dated the 26 day of December, 1959."

In the event of the dissolution of Owner corporation, the stockholders shall hold the title to said property subject to the option to purchase in favor of Owens-Illinois herein in the paragraph contained. Nothing herein shall be taken or construed as preventing a conveyance of said lands or any part thereof, or of an undivided interest in all or part of said lands, or a conveyance of the stock of Owner corporation, with or without valuable consideration by or among the Owners, (including the beneficiaries of the Owner Trust), the present officers of Owner, and their spouse or spouses, and their lineal descendants, without offering to sell and convey the lands or stock in Owner corporation or part

thereof or interest therein to Owens-Illinois. The aforesaid provisions shall be binding upon each and every person who shall acquire the title to or any interest in the Lands, or any part thereof, or any stock of Owner corporation, or any interest in such stock, by devise or descent, or who shall otherwise acquire the title to or interest in the Lands or stock, without the Lands or part thereof or interest therein or stock being offered to Owens-Illinois at hereinafter provided. The option hereby granted to Owens-Illinois shall continue and remain in full force during the lives of the present officers of Owner and the lineal descendants of said present officers of Owner now living, and until twenty-one (21) years after the death of the last survivor of them, or until the termination of this Contract, whichever period shall be the longer; PROVIDED, however, that the sale and conveyance of the Lands or any part thereof, or any interest therein, or stock, after the same shall have been offered to Owens-Illinois and it shall have failed, neglected or refused to purchase the Lands or part thereof or interest so offered, or stock, then such land or interest so conveyed, or said stock, shall no longer be subject to the aforesaid option. Any sale or conveyance made by Owner, or any person claiming by, through or under him, shall be subject to the terms and provisions of this Contract.

17. Bankruptcy or Receivership of Owens-Illinois - Cessation of Timber Operations. In the event that (a) Owens-Illinois shall file a voluntary proceeding in bankruptcy, (b) Owens-Illinois should be adjudicated a bankrupt upon an involuntary petition, and such adjudication shall not be vacated or set aside within ninety (90) days, or (c) a receiver should be appointed for any of Owens-Illinois' rights or interests hereunder or of any of its properties which directly affect the fulfillment of its obligations hereunder,

and such receivership shall not be vacated or dismissed within ninety (90) days, then, in any such event, Owens-Illinois shall refrain from the cutting of timber from any of the Lands until such time as any voluntary proceedings in bankruptcy shall have been dismissed or the adjudication of bankruptcy upon an involuntary petition shall have been vacated or set aside, or the receivership vacated or dismissed.

✓ 18. Default, Bankruptcy or Receivership of Owens-Illinois. In the event (a) Owens-Illinois should default in making any payment herein required to be made to Owner, and should such default continue for thirty (30) days after written notice of default to Owens-Illinois, (b) Owens-Illinois should default in any of its other covenants, obligations or liabilities hereunder, or of any term or provision hereof (except as herein otherwise provided), and should such default continue and not be removed or corrected within a reasonable time after written notice thereof from Owner to Owens-Illinois, (c) any proceeding in bankruptcy or any proceeding under any State or Federal law relating to bankruptcy or for the relief of debtors should be filed by Owens-Illinois, (d) Owens-Illinois should be adjudicated bankrupt upon an involuntary petition and should such adjudication not be vacated or set aside within ninety (90) days, or (e) a receiver should be appointed for any of Owens-Illinois' rights or interests hereunder, or of any of its properties which directly affect the fulfillment of its obligations hereunder, and should such receivership be not vacated or dismissed within ninety (90) days, then, in any

such event, Owner may, at his option, terminate this agreement in its entirety, or, without terminating this agreement, Owner may, at his option, terminate the right of Owens-Illinois to cut and remove or otherwise utilize such timber and take possession of the Lands and the improvements and timber thereon and may sell, lease or otherwise dispose of such timber and timber rights acquired and to be acquired by Owens-Illinois hereunder, and the proceeds of any such sale, lease or other disposition shall be applied on the obligation of Owens-Illinois accrued and to accrue hereunder during the term of this Contract, and Owens-Illinois shall remain liable for and hereby promises to pay any deficiency thereof accruing at any time during the term of this Contract and remaining after such application, or Owner may, at his option, treat such default as a repudiation of this Contract by Owens-Illinois and hold Owens-Illinois liable for the difference between the moneys agreed to be paid by Owens-Illinois hereunder during the full term of this Contract and the then fair value of the Lands and timber rights for the remainder of the term hereof. All rights, powers, remedies and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law. In the event Owens-Illinois should default in making any payment herein required to be made to Owner, such payment shall not begin to bear interest until the twentieth (20th) day after the receipt from Owner of written notice of default.

13. Notice. The giving of any written notice as herein contemplated or required may be made by mailing notice by registered or certified mail to Owner at P. O. Box 4640, Jacksonville, Florida, or at such other address as Owner shall, by written notice to Owens-Illinois, direct;

and by mailing notice by registered or certified mail to Owens-Illinois at 495 Madison Avenue, Toledo 4, Ohio, and Post Office Box 1620, Jacksonville, Florida, or at such other address as Owens-Illinois shall, by written notice to Owner, direct; and such mailing shall be in full compliance herewith unless and until notice is given of a different address for the purpose of the service of such notices.

20. Assignment. This Contract, and all of the terms, provisions and covenants hereof, and all of the rights, titles, powers, privileges and options herein contained, shall be binding upon and shall inure to the benefit of, and may be exercised by, the heirs, executors, administrators, successors and assigns of the parties hereto, and by the grantees and successors in title of Owner, subject, however, to the provisions of Paragraph 16 hereof. This Contract may be assigned, sold, or pledged, either in whole or in part, by Owens-Illinois or Owner, as the case may be; provided, however, no transfer, assignment, sale, or other disposition of this Contract, or any part thereof, by either party, shall relieve such party of its obligations or liabilities hereunder, unless otherwise agreed in writing.

21. Inability to Perform. Should either party be unable to perform any of its obligations or undertakings hereunder or to obtain any of the benefits hereof by reason of (a) war, (b) acts of the public enemy, (c) restrictions or prohibitions of any state or federal government, or any of their respective agencies, (d) failure of the title of Owner to the Lands or any part thereof, or (e) the condemnation of the title to or use of Lands

or any part thereof or of the timber thereon, such party shall be relieved from its obligations hereunder to the extent and for the time only it is so prevented from the performance of such obligations or the receipt of such benefits.

22. Recovery for Damage to Lands. In the event of any loss, damage or injury to the Lands or the Timber thereon, Owner agrees to join with Owens-Illinois in any suit, action or proceeding for the recovery from another or others for the damage resulting to the Lands or timber, if so requested by Owens-Illinois, but without any liability on the part of Owner for any of the costs, charges or expenses of the presentation or maintenance of such suit, action or proceeding, and the net amount of any recovery, after deducting the costs, fees, charges and expenses, including attorneys' fees, shall be divided between Owner and Owens-Illinois as their respective interests may appear.

23. Arbitration. Should there at any time be any dispute between the parties hereto as to (a) whether Owens-Illinois has cut and removed timber from the Lands to an extent in excess of the quantity permitted by Paragraph 12 (b) hereof, (b) whether Owens-Illinois is managing and operating the Lands and timber in accordance with the provisions of Paragraph 11 hereof, (c) whether either party or both parties are relieved of the performance of any of their obligations or undertakings pursuant to Paragraph 21 hereof, or if so entitled, the extent to which either or both parties shall be relieved of their obligations or

undertakings as provided in said Paragraph 21 hereof, (d) whether the Wholesale Price Index for all Commodities as published by the U. S. Department of Labor, Bureau of Labor Statistics, properly reflects changes in the Wholesale Price Index for all Commodities, and if not, which index or sliding scale should be substituted therefor; or (e) whether conversion factor or conversion factors other than those set forth in Paragraph 8 (a) and (b) hereof should be used to measure the volume in cords of wood to be thereafter cut and removed by Owens-Illinois, and if so, which conversion factor or factors should be used, and said dispute is not settled by mutual agreement, then, and in any such event, either party may notify the other party of the dispute and appoint one disinterested arbitrator in writing, and the other party shall, within thirty (30) days, appoint one disinterested arbitrator in writing, and the arbitrators so appointed shall select a third disinterested arbitrator, who shall be a practicing industrial forester, and the decision, in writing, of such arbitrators, or 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 to appoint such arbitrator, or should the two arbitrators so selected fail to select such third arbitrator within thirty (30) days after their appointment, then, in either event, the State Forester of Florida, or if there is no such officer, or if he refuses to appoint, then the United States Regional Forester of the region in which the Lands lie shall appoint such second and/or third arbitrator. Such third arbitrator,

in any case, shall be a practicing industrial forester. If necessary for the determination of any question submitted to them, the arbitrators may make or procure a cruise of the timber upon the Lands or any part thereof. The finding and award, in writing, of a majority of said arbitrators shall be binding upon each of the parties hereto. No default hereunder shall be declared with respect to any matter or thing subject to arbitration as herein provided until the findings and award of the arbitrators have been made and a reasonable time has expired for compliance therewith. Each party shall bear the costs and expenses of the arbitrator appointed by or for it, and the other costs, including a reasonable compensation for the third arbitrator, shall be borne by the parties equally.

✓ 24. Designation of Payee. The moneys payable hereunder shall be paid to Cummex Lumber and Manufacturing Company and Cummex Sons Cypress Company jointly, or such person, firm or corporation as may be designated in writing by Owner to receive payment. Cummex Lumber and Manufacturing Company and Cummex Sons Cypress Company may jointly request the issuance of separate checks to each company, but Owens-Illinois shall be under no duty to issue more than two checks. In the event of such joint request for separate checks, Owens-Illinois shall divide payment due Owner in proportion to their ownership of the Lands, as shown on Schedule A attached hereto. Payment to Owner, or such person, firm or corporation as may be designated in writing by Owner to receive payment shall fully acquit and discharge Owens-Illinois of and from its liability hereunder for such payment, and Owner shall indemnify and save harm-

less Owens-Illinois from any and all liability which may arise out of payment to any such person, firm or corporation so designated by Owner to receive payment.

25. Records of Timber Operations. Owens-Illinois shall keep accurate books and records in regard to its timber operations and the management, control and use of the Lands and of the timber cut and removed therefrom, and Owner shall have the right at any reasonable time, through such agents or attorneys as Owner may select, to examine such books and records. Upon written request of Owner, but not more frequently than annually, Owens-Illinois shall furnish Owner with a written report showing the volume of timber cut and removed by Owens-Illinois hereunder during the preceding year, and the total credits, if any, at the end of such year. Owner and his agents and employees shall have access to and the right to enter upon the Lands at all times for the purpose of determining whether or not Owens-Illinois is complying with the obligations on its part herein contained.

26. Default of Owner. In the event Owner shall fail to pay as and when due any lien owed by him against the Lands, and Owens-Illinois shall pay such lien, then such payment shall bear interest at the rate of six per cent (6%) per annum until Owner reimburses Owens-Illinois therefor, and Owens-Illinois shall have the right to deduct from any annual payment due Owner hereunder any moneys so paid in satisfaction or reduction of any such lien. In the event Owner defaults in the payment of any amount due Owens-Illinois under this Contract, and such default shall continue

and not be removed or corrected within twenty (20) days following the receipt by Owner of written notice of default, such amount shall thereafter bear interest at the rate of six per cent (6%) per annum until paid, and Owens-Illinois shall have the right to deduct from any annual payment due Owner hereunder any such amount plus such accrued interest. All rights, powers, remedies and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.

27. Indemnification of Owens-Illinois. If Owens-Illinois shall be held liable in damages in any proceeding in any court for the use, detention or occupation of the Lands, or for the cutting, removing or using of any timber or other products from the Lands, then Owner agrees to pay to Owens-Illinois promptly all such damages, court costs and expenses of Owens-Illinois in defending any such litigation and in satisfying any judgment or decree rendered therein, and Owner agrees to hold Owens-Illinois harmless from the payment of any such items. Owens-Illinois shall promptly notify Owner of any action being commenced against Owens-Illinois hereunder, and Owner shall have the right, within ten (10) days after the mailing of such notice, in which to select counsel, acceptable to Owens-Illinois, to defend said action, at the expense of Owner. Pending action by Owner, and/or should Owner fail, within said ten-day period, to employ counsel acceptable to Owens-Illinois, then Owens-Illinois shall be privileged to defend such action through any counsel it may select.

28. Recording It is contemplated by the parties hereto that this instrument will not be recorded without the written consent of Owens-Illinois or its successors or assigns, unless, in the opinion of Owner or his successors or assigns, such recording is necessary for the protection or enforcement of a legal right under this Contract; Owens-Illinois may cause this Contract to be recorded at any time it deems the recording thereof necessary for the protection of or enforcement of its rights hereunder. The parties will simultaneously with the execution hereof execute a recordable document describing the Lands, which document shall include notice that Owner has executed to Owens-Illinois a cutting contract commencing with date hereof and expiring December 31, 2025, with conditional option to purchase the Lands. Should it become necessary to affix Documentary Stamps to this Contract, then it is the responsibility of Owner to purchase and affix such stamps, both State and Federal, as may be required.

29. Additional Terms of Timber Sale. As set forth in Paragraph 6 (a) hereof, for a separate consideration of \$750,000.00, Owens-Illinois has purchased and is now the absolute and unconditional owner of 200,000 cords of merchantable timber. Should this Contract be terminated prior to its expiration for any reason whatsoever, Owens-Illinois shall nonetheless have the right to cut and remove the portion of such 200,000 cords which has not been cut and removed, as of the date of such termination, for a period of five (5) years after such termination, or until December 31, 2025, whichever period is shorter, and upon the expiration of said

shorter period, title to any of such 200,000 cords which remains uncut shall revert to owner; PROVIDED, however, that, for the purposes of this paragraph only, the first timber to be cut from said lands hereinafter by Owens-Illinois shall be considered to apply against said 200,000 cords, and all timber so cut by Owens-Illinois shall be so applied until the said total of 200,000 cords shall have been cut and removed by Owens-Illinois.

30. Hunting and Fishing Privileges. The present officers of Owner hereby reserve unto themselves, for their lifetimes, and for the lifetime of the survivor of them, the nonexclusive privilege to hunt and fish upon the Lands; PROVIDED, however, that no person shall be permitted to hunt or fish upon the Lands under this reservation unless he shall be the owner of, or have an undivided interest in, the fee ownership of the Lands upon which such hunting or fishing is conducted, or he shall be the owner of stock in a corporation having the fee ownership of the Lands upon which hunting or fishing is conducted or is the invited guest, accompanied while so hunting or fishing, by a person having such fee ownership. Owens-Illinois may, but shall not be required to prevent unauthorized hunting or fishing upon said Lands, and Owens-Illinois may, but shall not be required to enter into a cooperative game management plan or plans with the State of Florida and/or the United States Government with respect to said Lands, anything herein to the contrary notwithstanding. In the exercise of the hunting and fishing privileges referred to herein, the present officers of Owner, and the invited guests of either of them shall use and exercise a high

degree of care and caution to avoid injury or damage to, or destruction of, the timber upon said Lands by fire or otherwise, and they, the said present officers of Owner, shall promptly reimburse Owens-Illinois for any damage resulting to said property from the exercise of the hunting and fishing privileges referred to herein; and Owner will indemnify and hold Owens-Illinois harmless from any and all claims of every nature which may arise out of or from the exercise by the present officers of Owner, and their said invited guests, of said hunting and fishing privileges.

31. Grazing Rights. The parties understand that Owner at the present has approximately 400 head of cattle on the Baker County Lands, and 140 head of cattle on the St. Johns County Lands. On and after date hereof, Owner shall not move or permit any additional cattle to be moved upon the Lands in Baker County or the Lands in St. Johns County. Owner covenants and agrees, at Owner's expense, to remove or cause all cattle to be removed from all of the Lands in St. Johns County, Florida on or before June 1, 1960, and to remove or cause all cattle to be removed from all of the Lands in Baker County, Florida on or before December 31, 1960. Any cattle not removed from the St. Johns County Lands by June 1, 1960, together with any cattle not removed from the Baker County Lands by December 31, 1960, shall be and become the property of Owens-Illinois. During the said periods of time said cattle are permitted to remain upon said Lands, Owner shall not build any fences on or around said Lands without the written consent of Owens-Illinois. Owens-Illinois shall not be liable

under this paragraph to Owner for any loss or damage to livestock, property, or for personal injuries sustained by Owner, its employees or agents, irrespective of the cause thereof. Owner shall at all times exercise a high degree of care and caution to prevent fire and other damage to the Lands, timber and improvements thereon, and Owner will indemnify and hold Owens-Illinois harmless from any and all claims of every nature which may arise out of or from the exercise by Owner of the grazing rights permitted under this paragraph. The parties understand that Owens-Illinois is engaged in the business of growing and producing timber. The rights granted Owner herein are without charge to Owner and are on condition that Owner, in the exercise of the rights granted it hereunder, will so use said property as not to interfere with the growing of trees and timber thereon; that is to say, Owner's limited grazing rights are subordinate to the rights reserved by Owens-Illinois to use said Lands for the production of trees and timber.

32. Indemnification of Owner. Owens-Illinois shall indemnify and hold Owner harmless of and from all liability for injury or damage to third persons and their property resulting from any negligent act or negligent omission by Owens-Illinois or its agents, servants or employees, in the conduct of Owens-Illinois' operations upon the Lands of Owner.

33. Right to Eliminate Land for Industrial Use.
Anything herein to the contrary notwithstanding, Owner

expressly reserves the right at any time during the term hereof to eliminate from this Contract the following described Land in St. Johns County, Florida, to-wit:

That portion of the lands in Schedule "A" hereof lying within 1,000 feet West of, adjacent and parallel to the center line of the F.E.C. Railroad, the center line of said F.E.C. Railroad being the center of the East track.

In the event Owner desires to eliminate from this Contract the land hereinabove in this paragraph specifically described, or any part thereof, Owner must first comply with the provisions of Paragraph 16 hereof. Should Owens-Illinois fail, neglect or refuse to purchase or enter into an agreement with Owner to purchase said property as offered Owens-Illinois within three (3) months from the date of receipt of such offer by Owens-Illinois, then Owens-Illinois covenants and agrees to execute a good and sufficient release of said property from the lien, effect and operation of this Contract upon Owner first promptly complying with the following conditions and each of them:

(a) Owner shall, without cost to Owens-Illinois, provide Owens-Illinois with good and sufficient rights-of-way for access roads across the property to be released.

(b) Owens-Illinois shall be permitted to remove all improvements, including but not limited to fences and timber, from the property to be released.

(c) Owens-Illinois shall be fully compensated for all loss (exclusive of anticipated profits) it may

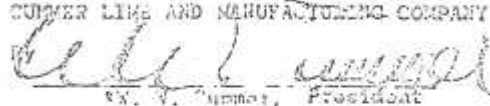
sustain by reason of eliminating said property from this Contract.

(d) Owens-Illinois shall be given a reasonable length of time in which to remove the items referred to in subparagraph (b) above. If the parties are unable to agree either as to what period of time constitutes a reasonable length of time, or what amount of money should be paid Owens-Illinois by Owner to fully compensate Owens-Illinois as provided in subparagraph (c) above, then the matter or matters shall be settled by arbitration as provided in Paragraph 23 hereof.


IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their corporate names by their Presidents or Vice Presidents, and their corporate seals to be affixed, attested by their Secretaries, at Jacksonville, Florida, and Owens-Illinois has caused these presents to be executed in its corporate name by its Vice President, and its corporate seal to be affixed, attested by its Assistant Secretary, at Toledo, Ohio, as of the 28th day of December, 1959.

CUMMER LINE AND MANUFACTURING COMPANY

(Corporate Seal)


E. V. Sumner, President

WITNESSES:


R. W. Baker, Secretary

(Corporate Seal)

CUMMER SONS CYPRUSS COMPANY

W. W. CUMMER
W. W. CUMMER, Vice President

ATTEST:

R. W. Bailey
R. W. Bailey, Secretary

Signed, sealed and delivered
in the presence of:

Glenn C. Dwyer
Delaware K. Brown
As to Cummey Lins and Manufac-
turing Company and Cummey Sons
Cypress Company

OWENS-ILLINOIS GLASS COMPANY

By C. C. McLaren
C. C. McLaren, Vice President

(Corporate Seal)

ATTEST

D. H. Morehead
D. H. Morehead, Assistant
Secretary

Signed, sealed and delivered
in the presence of:

Glenn C. Dwyer
Delaware K. Brown
As to Owens-Illinois Glass
Company

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, a Notary
Public in and for said County and State, personally appeared
W. W. CUMMER and R. W. BAILEY, as President and Secretary,

respectively, of CUDDER LUMBER AND MANUFACTURING COMPANY, a corporation, and W. W. CUDDER and R. W. BRIDEN, as Vice President and Secretary, respectively, of CUDDER SOBB CYPRESS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations; and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County last aforesaid, this 28 day of December, A. D. 1959.

R. J. Downing
Notary Public

(Notarial Seal)

My commission expires:

STATE OF OHIO
COUNTY OF LUCAS

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared C. G. McLAREN and D. H. MOREHEAD as Vice President and Assistant Secretary, respectively, of OWENS-ILLINOIS GLASS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 21 day of December, A. D. 1959.

Notary Public

(Notarial Seal)

My commission expires:

12-22-59

SCHEDULE "A"

CONTRACT FROM CUMMER LINE AND MANU-
FACTURING COMPANY and CUMMER SONS
CYPRESS COMPANY to OWENS-ILLINOIS
GLASS COMPANY

PARCEL I

Cummer Line and Manufacturing Company lands

Baker County, Florida

TOWNSHIP 3 SOUTH - RANGE 21 EAST

- Section 21: S $\frac{1}{2}$ of the SE $\frac{1}{4}$
- Section 24: All of the SE $\frac{1}{4}$ lying South of
graded road and West of State
Road 23; all of the SE $\frac{1}{4}$ lying
East of State Road 23 EXCEPT
a strip 400 feet wide along the
East side of said State Road 23.
- Section 25: All
- Section 26: All
- Section 27: All
- Section 28: S $\frac{1}{2}$ E $\frac{1}{4}$
- Section 34: All
- Section 35: All
- Section 36: All

TOWNSHIP 4 SOUTH - RANGE 21 EAST

- Section 1: All
- Section 2: Government Lot 1 and the S $\frac{1}{2}$
of Government Lots 2 and 3

TOWNSHIP 2 SOUTH - RANGE 22 EAST

- Section 36: All East of the A.C.L. Railroad *1st loop + 2nd A*

TOWNSHIP 3 SOUTH - RANGE 22 EAST

- Section 1: All East of the A.C.L. Railroad 1st 1/2 Sec + 17 x 1/2 R
- Section 2: All South and East of the A.C.L. Railroad
- Section 10: All South of the A.C.L. Railroad
- Section 11: All South of the A.C.L. Railroad 1st 1/2 Sec + 17 x 1/2 R
- Section 12: All 1st 1/2 Sec + 17 x 1/2 R
- Section 13: NW 1/4 of NE 1/4 and the W 1/2 EXCEPT SE 1/4 of SW 1/4
- Section 14: All 1st 1/2 Sec + 17 x 1/2 R
- Section 15: All 1st 1/2 Sec + 17 x 1/2 R
- Section 16: All
- Section 17: All EXCEPT the W 1/2 of the W 1/2 of the W 1/2
- Section 19: All East of State Road 23 EXCEPT a strip 400 feet wide along the East side of State Road 23.
- Section 20: All 1st 1/2 Sec + 17 x 1/2 R
- Section 21: All 1st 1/2 Sec + 17 x 1/2 R
- Section 22: All 1st 1/2 Sec + 17 x 1/2 R
- Section 23: W 3/4
- Section 26: W 1/2 of NE 1/4; the W 1/2 and the West 16 chains of SE 1/4
- Section 27: All
- Section 28: All
- Section 29: All 1st 1/2 Sec + 17 x 1/2 R
- Section 30: All
- Section 31: All
- Section 32: All
- Section 33: All

TOWNSHIP 3 SOUTH - RANGE 22 EAST (Cont.)

Section 34: All

Section 35: The West 16 chains of the E 3/4
of the W 1/2 of the E 1/2 and the W 1/2

TOWNSHIP 4 SOUTH - RANGE 22 EAST

Section 6: All

Red figures are taken from O-1 1968 class Rep.

St. Johns County, Florida

TOWNSHIP 5 SOUTH - RANGE 27 EAST

Section 2: E 1/2 of NW 1/4

81.71

TOWNSHIP 5 SOUTH - RANGE 28 EAST

Section 2: All of the SW 1/4 of SW 1/4 South and
West of the F.E.C. Railroad

4.43

Section 3: NE 1/4 of SW 1/4; S 1/2 of SW 1/4 and SE 1/4
South and West of the F.E.C.
Railroad

242.62

Section 4: All of the W 1/2 South of County
Road No. 5 and SE 1/4

383.38

Section 5: NE 1/4 South of County Road No. 5;
NW 1/4 of NW 1/4 South of County Road
No. 5; the S 1/2 of NW 1/4 and the S 1/2

562.60

Section 6: All of the E 1/2 South of County
Road No. 5

231.

Section 7: The N 1/2 of NE 1/4 and SE 1/4 of NE 1/4

122.25

Section 8: All fractional

322.76

Section 9: All fractional

487.33

Section 10: All

15.19

651.10

621.29

29.81

621.29

Section 11: All West of the F.E.C. Railroad

335.06

Section 13: All fractional West of the F.E.C.
Railroad

233.12

*also contains
R/W STR #210*

TOWNSHIP 5 SOUTH - RANGE 28 EAST (Cont.)

Section 14: All

Section 15: All

Section 16: A narrow strip around the North-
west corner of Government Lot 7
described as:

Commence at a 4" x 4" concrete
monument set at a point where the
Northerly line of said Section 16
intersects the Southeasterly boundary
line of the Jos. Peavett Grant, Sec-
tion 46, and run South 89 degrees 55
minutes 30 seconds East along the
Northerly line of Section 16, 1211.4
feet to stake; run thence South 1
degree 5 minutes East 13 feet to a
stake set in a fence; run thence
South 89 degrees 11 minutes West
along a fence 1152.6 feet to a fence
corner; run thence South 58 degrees
16 minutes West 166.4 feet to a fence
corner; run thence South zero degrees
6 minutes East along a fence 1230
feet to a fence corner; run thence
West a distance of 32.8 feet to a
point in the line dividing Section
16 from Section 17, Township and
Range aforementioned; run thence North
1 degree 5 minutes West along the line
dividing said Sections, a distance of
1268.08 feet to a 4" x 4" concrete
monument set where said dividing line
intersects the Southeasterly boundary
of the aforesaid Jos. Peavett Grant;
run thence North 60 degrees 4 minutes
30 seconds East along the Southeasterly
boundary of said Grant 158.4 feet TO
THE POINT OF BEGINNING.

Section 17: All of Government Lot 1 EXCEPT the
South 20 chains; all of Government
Lot 2 EXCEPT a parcel described as:

Beginning at the Southwest corner of
the Northeast quarter of Section 17
and running North on the quarter sec-
tion line, one-fourth the distance to
the Northwest corner of the SW $\frac{1}{4}$ of the
NE $\frac{1}{4}$ of said Section; thence East to the
East line of said Lot 2; thence South
along the East line of said Lot 2 to the
Southeast corner of said Lot 2; thence
West along the South line of said Lot 2
TO THE POINT OF BEGINNING.

638.87

642.40

C = 4.60!

647.10
642.40
4.70

1.91

82.05

TOWNSHIP 5 SOUTH - RANGE 28 EAST (Cont.)

646.40	Section 22: All	646.40
	Section 23: All fractional	530.53 522.65 7.88
12.50	Section 24: All fractional West of F.E.C. Railroad	12.08
619.78	Section 27: All fractional	619.78
641.	Section 33: All	599.42
1-95 2 BP #3 9.70 A Haul Rd .46 A	Section 34: All fractional	569.99
	Section 35: All fractional	134.70
	Section 36: All fractional	22.49
3.18! 1195 82 191.82 3.18	Section 37: All fractional West of F.E.C. Railroad (A. Gay Grant)	27.84
62.50	Section 38: All fractional (A. Gay Grant)	191.82
	Section 39: All fractional (John Ginoply Grant)	62.50
	Section 40: All fractional (F. J. Fatio Grant)	149.91
2048.00 2042.24 5.76	Section 42: All fractional (Phillip R. Yonge Grant)	2042.24
5.32	Section 43: All fractional (Zeph Kingsley Grant)	25.25
	Section 44: All fractional (George Ginoply Grant)	697.07
656.92 647.07 9.85	Section 45: All fractional West of F.E.C. Railroad (Emanuel Ginoply Grant)	312.07
9.85!	Section 46: All fractional (Jos. Peavett Grant)	465.96

TOWNSHIP 6 SOUTH - RANGE 28 EAST

Section 2:	All EXCEPT the E $\frac{1}{2}$ of E $\frac{1}{2}$	481.11
Section 3:	All fractional	565.19
Section 4:	All	634.64
Section 5:	A triangular strip on the East side within Francis Fence described as: Commencing at the Northeast corner and run thence West 4.33 chains to a point	

SSS:scb
12-22-59

TOWNSHIP 6 SOUTH - RANGE 28 EAST (Cont.)

Section 5:	(Cont.) on the North line, thence running Southeasterly to the Southeast corner of said Section, thence North on the East line of said Section to the North- east corner of said Section and THE POINT OF BEGINNING.	17.07
Section 10:	All fractional	326.81
Section 11:	NW $\frac{1}{4}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$ EXCEPT SE $\frac{1}{4}$ of SW $\frac{1}{4}$	315.81
Section 14:	All of Government Lot 3 Northwest of 9-Mile Road	3.01
Section 15:	All fractional	13.30
Section 31:	All fractional	87.02
Section 43:	All fractional (Zeph Kingsley Grant)	260.77

TOWNSHIP 7 SOUTH - RANGE 28 EAST

Section 39:	All fractional North of Picolata Road EXCEPT E $\frac{1}{2}$ of SE $\frac{1}{4}$ (Miguel Papy Grant)	355.40
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TOWNSHIP 5 SOUTH - RANGE 29 EAST

Section 19:	All of Government Lot 4 EXCEPT 10 acres in the Northeast corner	+ Lot 5 27.7134.16 Total
Section 29:	All South and West of F.E.C. Rail- road	+ 27.1000 Top Bldg 44. acres
Section 30:	All of Government Lots 2 and 3 West of F.E.C. Railroad	47.4000 Land Bldg
Section 31:	All fractional	(See Page 5 251.267 Section 1
Section 32:	All West of F.E.C. Railroad	401.15
Section 42:	All fractional EXCEPT: Commencing at the Southeast corner of A. Gay Grant, Section 42, Town- ship 5 South, Range 29 East, and run	401.15

TOWNSHIP 5 SOUTH - RANGE 29 EAST (Cont.)

Section 42: (Cont.)

thence Northerly on the Grant line 9 chains; thence Westerly parallel with the South boundary of the said Grant 12 chains; thence Southerly parallel with the East boundary of said Grant 9 chains to the South boundary line of said Grant; thence on said boundary line Easterly TO THE POINT OF BEGINNING, containing 10.80 acres, more or less. (A. Gay Grant)

193.48

Section 43: All fractional EXCEPT:

Commencing at the Northeast corner of J. Ginoply Grant, Section 43, Township 5 South, Range 29 East, and run thence Southerly on the said Grant line 4 chains; thence Westerly parallel with the North boundary line of said Grant 12 chains; thence Northerly parallel with the East boundary line of said Grant 4 chains to the North line of said Grant; thence Easterly along the North line of said Grant 12 chains TO THE POINT OF BEGINNING, containing 4.80 acres, more or less. (J. Ginoply Grant)

378.58

TOWNSHIP 6 SOUTH - RANGE 29 EAST

Section 4: All lying North of 9 Mile Road and West of F.E.C. Railroad

40.26

Section 5: All lying North of 9 Mile Road and West of F.E.C. Railroad

410.40

Section 6: All fractional

33.18

Section 21: All $\frac{1}{2}$

639.80

Section 22: Government Lots 1, 2, 3, 4, 5, 6, 7, 11 and 12

378.14

Section 27: Government Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14 and 15

451.91

Section 28: All $\frac{1}{2}$

639.11

Section 33: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 13 and 16

399.94

TOWNSHIP 6 SOUTH - RANGE 29 EAST (Cont.)

Section 34:	Government Lots 2, 3, 6, 7, 8, 10 and 11	294.98
Section 35:	Government Lots 4 and 5	80.
Section 46:	All fractional (Ginoply or Kingsley Grant)	27.45
" 47		7.50
Section 58:	All fractional (John Ginoply Grant)	10.
Section 59:	All fractional (Ginoply, Bushnell or Kingsley Grant)	4.80
Section 60:	All fractional (Ginoply or Bushnell Grant)	1.56
Section 51:	All fractional North of 9 Mile Road (Bushnell or Kingsley Grant)	343.90
Section 62:	All fractional North of 9 Mile Road (E. Bushnell Grant)	128.35
Section 63:	All fractional North of 9 Mile Road (Zeph Kingsley Grant)	40.63
Section 64:	All fractional (Kingsley, Bushnell or Ingersoll Grant)	36.65
Section 65:	All fractional North of 9 Mile Road (Schofield, Bushnell or Kingsley Grant)	3.80
Section 66:	All fractional North of 9 Mile Road (Schofield and Kingsley Grant)	80.20
Section 67:	All fractional (Kingsley or Ingersoll Grant)	63.20
Section 77:	All fractional (Cape or Kingsley Grant)	44.48
Section 100:	All fractional (Zeph Kingsley Grant)	127.30

TOWNSHIP 7 SOUTH - RANGE 29 EAST

Section 16:	Government Lot 2	66.20
Section 20:	E $\frac{1}{2}$ of NE $\frac{1}{4}$	80.40
Section 21:	Government Lot 2	84.

SSK: sch
12-22-59

TOWNSHIP 7 SOUTH - RANGE 29 EAST (Cont.)

Section 39: All fractional (Antonio Proctor Grant)	177.82
Section 44: All fractional (P. M. Arredondo Grant)	174.06
Section 53: All fractional (Martin Hernandez Grant)	307.24

Parcel I contains 18,588.41 acres in BAKER COUNTY, FLORIDA, and 21,924.55 acres in ST. JOHNS COUNTY, FLORIDA, aggregating 40,512.96 acres, more or less.

PARCEL II

Cummer Sons Cypress Company lands

St. Johns County, Florida

TOWNSHIP 6 SOUTH - RANGE 28 EAST

Section 12: All of Government Lot 4 lying South and East of 9 Mile Road	Replat 12.20
Section 13: All fractional EXCEPT $W\frac{1}{2}$ of $W\frac{1}{2}$	475.00
Section 23: Government Lots 1, 2, 3 and 4 Ex. R/W Road #1-95	80.20
Section 24: All Ex. R/W Road #1-95	631.70
Section 25: Government Lots 1, 2 and 3 Ex. R/W Road #1-95	170.00
Section 26: Government Lots 1, 2 and 3; All of Government Lot 4 lying North of Road 16; Government Lot 5 EXCEPT approximately 9-1/2 acres in Government Lots 4 and 5 on which there is presently located a veneer mill described as follows:	150.91 X

Commencing at a point where the Easterly right-of-way line of State Road 16

TOWNSHIP 6 SOUTH - RANGE 28 EAST (Cont.)

Section 26: (Cont.)

Intersects the South line of Lot 5
FOR A POINT OF BEGINNING; thence run
Southwesterly along said right-of-
way a distance of 963 feet to a point;
thence run Southeasterly along an
existing fence 475 feet; thence run
Southeasterly along an existing fence
1128 feet to the Southeast Corner of
Lot 5; thence westerly along the South
line of Lot 5, 437 feet TO THE POINT
OF BEGINNING.

Section 36: Government Lot 2 and that part of
Government Lots 3 and 5 described
as follows:

Beginning on the quarter Section line
dividing Lots 2 and 3, Section 36, Town-
ship 6 South, Range 28 East, 250 feet
north of the southeast corner of Lot 3,
run thence South along quarter Section
line 953 feet to center of Mill Creek
Road; thence North 35 degrees 15 minutes
West 1,064 feet; thence North 79 1/2 degrees
East 624 feet TO PLACE OF BEGINNING, con-
taining 6.75 acres, more or less.

Section 42: All fractional (G. W. Perrell Grant)
Ex. R/W Road 1-95

Section 48: All fractional South of 9 Mile Road
(John Kingsley Grant)

TOWNSHIP 6 SOUTH - RANGE 29 EAST

Section 17: Government Lots 3, 4, 5, 10, 11 and 12 *215.08*

Section 18: All fractional *184.22*

Section 19: All fractional *152.22*

Section 20: All fractional *392.22*

Section 29: All fractional *152.22*

Section 30: All fractional *215.08*

Section 31: All fractional EXCEPT the SW 1/4 of
SW 1/4, access roads across the South-
east corner of the SW 1/4 of SW 1/4
215.92
Ex. R/W Road 1-95

TOWNSHIP 6 SOUTH - RANGE 29 EAST (Cont.)

Section 32:	All fractional	501.00
Section 61:	All fractional South of 9 Mile Road (Bushnell or Kingsley Grant)	70.00
Section 62:	All fractional South of 9 Mile Road (Heirs of E. Bushnell Grant)	10.00
Section 63:	All fractional South of 9 Mile Road (Zeph Kingsley Grant)	522.00
Section 65:	All fractional South of 9 Mile Road (Schofield, Bushnell or Kingsley Grant)	2.00
Section 66:	All fractional South of 9 Mile Road (Schofield or Kingsley Grant)	212.00
Section 68:	All fractional (Duncan I. Clinch Grant)	465.45
Section 69:	All fractional (Fontane or Gay Grant)	234.64
Section 70:	All fractional (J. M. Fontane Grant)	465.75
Section 71:	All fractional (J. M. Fontane Grant)	465.91
Section 72:	All fractional (A. Gay Grant)	495.12
Section 73:	All fractional (Gay or Clinch Grant)	35.50
Section 75:	All fractional (C. W. Perpall Grant)	286.70
Section 76:	All fractional (Fontane or Gay Grant)	34.80
Section 78:	All fractional (Martin Hernandez Grant)	175.76
		<u>7302.60</u>

TOWNSHIP 7 SOUTH - RANGE 29 EAST

Section 6:	Access road across the NE corner of Government Lot 4	120
		<u>7302.80</u>

Parcel II contains 7,398.43 acres, more or less.

Said Parcels I and II contain in the aggregate 47,911.44 acres, more or less. (18,588.41 acres in Baker County, Florida, and 29,323.03 acres in St. Johns County, Florida).

C2B:brk
2/27/62

FIRST SUPPLEMENT TO CONTRACT

Answer Count

WHEREAS, CUMMER LINE AND MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, and CUMMER SONS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS GLASS COMPANY, a corporation organized and existing under the laws of the State of Ohio, post office address P. O. Box 1035, Toledo, Ohio, party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to amend and supplement said Contract in the particulars hereinafter set forth.

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do, by these presents, amend and supplement said Contract as follows:

WELLS
1/19/62

1. Page 12 of Schedule "A" of said Contract dated December 20, 1959, shows Parcel 1, owned by Cummis Lumber and Manufacturing Company in Baker County, Florida, to contain 10,508.41 acres. By deeds dated July 13, 1961, and recorded in Deed Book 26, pages 25 and 26, and Deed Book 26, pages 28 and 29, public records of Baker County, Florida, Atlantic Coast Line Railroad Company relinquished and conveyed to Cummis Lumber and Manufacturing Company a right-of-way of said Railroad through:

TOWNSHIP 2 SOUTH - RANGE 12 EAST

Section 26: 5.13 acres

TOWNSHIP 1 SOUTH - RANGE 12 EAST

Section 1:	17.22 acres
Section 11 & 14:	22.63 acres
Section 12:	8.01 acres
Section 13:	15.73 acres
Section 20:	0.94 acres
Section 21:	20.00 acres
Section 22:	4.51 acres
Section 23:	0.25 acres

Total 94.01 acres

which said 94.01 acres is covered by and subject to all of the terms and conditions of said Contract dated December 20, 1959. Therefore, the area shown on Page 12 of Schedule "A" to said Contract of lands belonging to Cummis Lumber and

1/2/75
1/2/75

Manufacturing capacity is increased as follows:

(c) Area in Baker County, Florida is increased
from 13,000.41 acres to 13,000.41 acres.

(d) Total area of Parcel 1 is increased from
10,111.75 acres to 41,500.01 acres.

5. Also Paragraph 5 of said Contract shall be, and
the same is hereby, revoked, cancelled and stricken from
said Contract, and in lieu thereof there is inserted and
substituted a new Paragraph 5 as follows:

"5. Area of Land. It is hereby stipulated
and agreed that the Lands have an area of 48,000.41
acres subject to this contract; in the computation
of such area, rights-of-way for railroads, paved
highways, telephone and telegraph intercity lines
and power transmission lines have been excluded."

6. Also the last sentence of Paragraph 17 (a) of said
Contract shall be, and the same is hereby, revoked, can-
celled and stricken from said Contract, and in lieu thereof
there is inserted and substituted a new last sentence of
said Paragraph 17 (a) as follows:


"The timber cruise of the Lands heretofore
made by Cushman-Lillie, Jr. shows the volume of
the merchantable timber on the Lands to be
100,000 cords, and this shall be deemed to
be the volume of such timber now standing and
growing upon the Lands, unless Owner, within
the time and under the terms herein provided,
shall cause such additional cruise to be made
as may be required."

2/27/62

4. The additions, changes and revisions referred to in paragraphs 1 through 3 hereof shall be and become effective as of January 1, 1962. Except as herein amended and modified, the said contract of December 23, 1959, shall remain unchanged and in full force and effect.

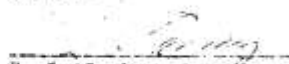
IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their corporate names by their Presidents or Vice Presidents, and their corporate seals to be affixed, attested by their Secretaries at Jacksonville, Florida, and Owens-Illinois has caused these presents to be executed in its corporate name by its Vice President, and its corporate seal to be affixed, attested by its Secretary, at Toledo, Ohio, as of January 1, 1962.

CUMMER LIME AND MANUFACTURING COMPANY


W. W. Cummer, President

(Corporate Seal)

ATTEST:

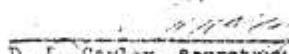

D. L. Cawley, Secretary

CUMMER BONE CYPRESS COMPANY


W. W. Cummer, Vice President

(Corporate Seal)

ATTEST:


D. L. Cawley, Secretary

Signed, sealed and delivered
in the presence of:

C. G. McLaren

Alan C. Boyd

As to Cummer Lime and Manufac-
turing Company and Cummer Sons
Cypress Company

OWENS-ILLINOIS GLASS COMPANY

By *C. G. McLaren*
C. G. McLaren, Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

Alan C. Boyd
Alan C. Boyd, Assistant
Secretary

Signed, sealed and delivered
in the presence of:

James H. High

James H. High
As to Owens-Illinois Glass
Company

STATE OF FLORIDA)

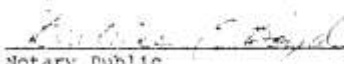
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a notary
public in and for said County and State, personally appeared
W. W. CUMMER and D. L. Cawley, as President and Secretary
respectively of CUMMER LIME AND MANUFACTURING COMPANY, a
corporation, and W. W. CUMMER and D. L. CAWLEY, as Vice
President and Secretary respectively of CUMMER SONS CYPRESS
COMPANY, a corporation, to me well known to be the persons
who executed the foregoing instrument, and they acknowledged
before me that they executed the same freely and voluntarily

as such officers for the purposes therein expressed- that they are authorized to execute said instrument that they affixed thereto the corporate seal of said corporation and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Jacksonville,

County last aforesaid, this 14th day of March, 1962.


Notary Public

My Commission Expires: Aug 3, 1964


STATE OF OHIO)

COUNTY OF LUCAS)

I HEREBY CERTIFY that on this day, before me, a notary public in and for said County and State, personally appeared J. H. McMAVEN and ALAN C. ROYD, as Vice President, Forest Products Division, and Assistant Secretary respectively of FOREST PRODUCTS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed and that they are authorized to execute said instrument; that they affixed thereto the corporate seal of said corporation and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and

County last aforesaid, this 11th day of ^{MARCH} ~~MARCH~~, 1962.


Notary Public

My Commission Expires:

(Notarial Seal)

BEVERLY BACON
Notary Public, Lucas County, Ohio
My Commission Expires May 5, 1963

CEB:brk
2/19/63

SECOND SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LIME AND MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, and CUMMER SONS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS GLASS COMPANY, a corporation organized and existing under the laws of the State of Ohio, post office address P. O. Box 1035, Toledo, Ohio, party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by indenture dated as of January 1, 1962, a First Supplement to said Contract was executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth.

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party

CEB:brk
2/19/63

hereto, the receipt of which is hereby acknowledged, do,
by these presents, further amend and supplement said
Contract as follows:

1. That the following described lands in St. Johns
County, Florida, conveyed by Cummer Lime and Manufacturing
Company by Right-of-way Deed to St. Johns County, dated
June 11, 1962, be, and the same are hereby, released from
said Contract, viz:

A parcel of land in Section 34, Township 6
South, Range 29 East, St. Johns County, Florida,
more particularly described as follows:

Commencing at a monument that marks the South-
easterly corner of Section 47, Township 6 South,
Range 29 East; thence running South $72^{\circ} 53'$ West
on the South line of said Section 47 a distance
of 686.19 feet TO THE POINT OF BEGINNING of the
herein described parcel of land; thence running
South $15^{\circ} 57'$ East on the Easterly line of the
herein described parcel of land a distance of
2,864.66 feet to a point; thence running North
 $74^{\circ} 03'$ East 10 feet to the point of a curve
to the left having a central angle of $74^{\circ} 03'$,
a chord bearing of South $52^{\circ} 58' 30"$ East, and
a radius of 247.94 feet; thence on said curve
an arc distance of 320.43 feet to the end of
said curve; thence running due East on a line
located 40 feet North of and parallel with the
South line of said Section 34, a distance of
265.70 feet; thence running due South 10 feet;
thence running due East on a line located 30
feet North of and parallel with the South line
of said Section 34 a distance of 807.07 feet
to the West line of Section 81, Township 6 South,
Range 29 East; thence running South $57^{\circ} 03'$ East
a distance of 35.75 feet to a monument set on
the South line of said Section 34; thence running
due West on said South line of Section 34 a dis-
tance of 1,259.37 feet to a point on a curve to
the Northwest, having a central angle of $43^{\circ} 55'$
and a radius of 332.94 feet; thence on said curve
an arc distance of 255.19 feet to the end of said
curve; thence running tangent to said curve North

DESCRIPTION APPROVED
w/ [signature] 3/25/63

CEB:brk
2/19/63

15° 57' West a distance of 2,863.13 feet to the South line of said Section 47, thence running North 72° 53' East on said South line of Section 47, a distance of 75.02 feet TO THE POINT OF BEGINNING, containing 6.35 acres, more or less;

and Owens-Illinois expressly subordinates its said Contract to the rights of St. Johns County under drainage easement dated June 11, 1962, from Cummer Lime and Manufacturing Company to said St. Johns County, as to the following described lands in St. Johns County, Florida, to-wit:

A strip of land in Section 34, Township 6 South, Range 29 East, St. Johns County, Florida, being 30 feet in width lying 15 feet on each side of the following described center line:

Commencing at a concrete monument at the intersection of the South line of said Section 34 with the Westerly line of Section 81, Township 6 South, Range 29 East, thence due West on said South line of Section 34 a distance of 1,259.37 feet to a point on a curve concave to the Northeast with radius of 332.94 feet and bearing to the center of the curve from the last named point, being North 30° 08' East; thence on said curve Northwesterly and Northerly through a central angle of 43° 55' an arc distance of 255.19 feet; thence North 74° 03' East 45 feet TO THE POINT OF BEGINNING of the herein described center line; thence South 27° 45' West 235.97 feet to the Southerly end of said strip of land at the South line of said Section 34; excepting therefrom all that portion of said strip of land lying Northeasterly of the arc of said curve with radius of 332.94 feet, containing 0.12 acres, more or less;

TOGETHER WITH a 20 foot strip of land for ingress and egress along the West and South side of the above described property for maintenance purposes.

DESCRIPTION APPROVED
w/ 2/20/64. by 3/13/63

4.32
12
10.4

CEB:brk
2/19/63

2. That the following described lands in St. Johns County acquired by Cummer Lime And Manufacturing Company from St. Johns County by Deed dated the 15th day of May, 1962, and recorded in Official Records Book 24, page 725, of the public records of St. Johns County, Florida, be, and the same are hereby, added to and covered by all of the terms and conditions of said Contract in the place and stead of the lands described in Paragraph 1 hereof, viz:

A strip of land 150 feet in width and 2,178 feet more or less in length in the grant to John Ayrhault, Section 47, Township 6 South, Range 29 East, St. Johns County, Florida, said strip of land being more particularly described as follows:

Beginning at the Northeast corner of said Section 47, thence South $17^{\circ} 30'$ East on the Easterly line of said Section 47, a distance of 150 feet; thence South $72^{\circ} 30'$ West parallel with the Northerly line of said Section 47 a distance of 2,178 feet, more or less, to the Westerly line of said Section 47; thence North $17^{\circ} 30'$ West on said Westerly line of Section 47 a distance of 150 feet to the Northwest corner of said Section 47; thence North $72^{\circ} 30'$ East on the Northerly line of said Section 47, a distance of 2,178 feet, more or less, TO THE POINT OF BEGINNING; and containing 7.50 acres, more or less.

3. That the following described lands in St. Johns County, Florida, owned by Cummer Lime And Manufacturing Company, be, and the same are hereby, released from said Contract, viz:

CEB:brk
2/19/63

TOWNSHIP 5 SOUTH - RANGE 29 EAST

Section 19: All of Government Lot 4, except
10 acres in the Northeast corner

and in lieu thereof the following described lands in
St. Johns County, Florida, owned by Cummer Lime And Manu-
facturing Company, are hereby added to and covered by all
of the terms and conditions of said Contract in the place
and stead of all said lands hereinabove in this Paragraph
3 described:

TOWNSHIP 5 SOUTH - RANGE 29 EAST

Section 19: That part of Government Lot 4 and
that part of Government Lot 5, lying
South and West of F.E.C. Railroad
right-of-way.

4. That the following described lands in St. Johns
County, Florida, owned by Cummer Sons Cypress Company be,
and the same are hereby released from said Contract, viz:

TOWNSHIP 6 SOUTH - RANGE 28 EAST

Section 26: Government Lots 1, 2 and 3; All
of Government Lot 4 lying North
of Road 16; Government Lot 5, EXCEPT
approximately 9-1/2 acres in Govern-
ment Lots 4 and 5 on which there is
presently located a veneer mill
described as follows:

Commencing at a point where the Easterly
right-of-way line of State Road 16
intersects the South line of Lot 5
FOR A POINT OF BEGINNING, thence run
Northwesterly along said right-of-way
a distance of 963 feet to a point;
thence run Northeasterly along an
existing fence 475 feet; thence run
Southeasterly along an existing fence
1128 feet to the Southeast corner of
Lot 5; thence Westerly along the South
line of Lot 5, 437 feet TO THE POINT
OF BEGINNING.

DESCRIPTION APPROVED
W. L. BROWN, JR. 3/25/63

CEB:brk
2/19/63

and in lieu thereof the following described lands in St. Johns County, Florida, owned by Cummer Sons Cypress Company, are hereby added to and covered by all of the terms and conditions of said Contract in the place and stead of said lands hereinabove in Paragraph 4 described;

TOWNSHIP 6 SOUTH - RANGE 28 EAST

Section 26: Government Lots 1, 2 and 3; all of Government Lot 4 lying North of Road 16; Government Lot 5 EXCEPT 1 acre in Government Lot 4 described as follows, to-wit:

Commencing at the Southeast corner of Government Lot 4, Section 26, Township 6 South, Range 28 East; thence run North on the East line of said Lot 4 to the center of State Road No. 16; thence run Northwesterly down the center of State Road No. 16 a distance of 390.4 feet to a point and the point of beginning of this description; thence run North 42 degrees East 270 feet to a stake; thence run North 48 degrees West 172 feet to a stake; thence run Southwesterly along an existing fence and extension thereof 272.5 feet to the center of State Road No. 16; thence run Southeasterly down the center of State Road No. 16, 210 feet TO THE POINT OF BEGINNING.

EXCEPTING from the above described property any portion thereof which lies within the right-of-way of State Road No. 16, as now located.

5. That the following described lands in Baker County, Florida, owned by Cummer Lime And Manufacturing Company be, and the same are hereby, released from said Contract, viz:

CEB:brk
2/19/63

TOWNSHIP 3 SOUTH - RANGE 22 EAST

Section 17: All EXCEPT $W\frac{1}{2}$ of $W\frac{1}{2}$ of $W\frac{1}{2}$

and in lieu thereof the following described lands in Baker County, Florida, owned by Cummer Lime And Manufacturing Company are hereby added to and covered by all of the terms and conditions of said Contract in the place and stead of said lands hereinabove in this Paragraph 5 described:

TOWNSHIP 3 SOUTH - RANGE 22 EAST

Section 17: All EXCEPT W-5/8 of $W\frac{1}{2}$ of $W\frac{1}{2}$

6. The deletions, additions and substitutions of lands referred to herein in this Second Supplement to Contract act to decrease the total acreage of Cummer Lime And Manufacturing Company's lands by 25.49 acres, and to increase the total acreage of Cummer Sons Cypress Company's lands by 8.50 acres, wherefore, the area shown on Page 12 of Schedule "A" to said Contract of lands belonging to Cummer Lime And Manufacturing Company is amended as follows:

- (a) Area in Baker County, Florida is decreased from 18,682.42 acres to 18,662.46 acres (a decrease of 19.96 acres);
- (b) Area in St. Johns County, Florida is decreased from 21,924.53 acres to 21,919.02 acres (a decrease of 5.53 acres);

that the area shown on Page 14 of Schedule "A" to said Contract of lands belonging to Cummer Sons Cypress Company is amended as follows:

CEB:brk
3/5/63

- (a) Area in St. Johns County, Florida is increased from 7,398.48 acres to 7,406.98 acres (an increase of 8.50 acres).

7. That Paragraph 5 of said Contract shall be, and the same is hereby, revoked, cancelled and stricken from said Contract, and in lieu thereof there is inserted and substituted a new Paragraph 5 as follows:

"5. Area of Lands. It is hereby stipulated and agreed that the lands have an area of 47,988.46 acres subject to this contract; in the computation of such area, rights-of-way for railroads, paved highways, telephone and telegraph intercity lines and power transmission lines have been excluded."

8. That the last sentence of Paragraph 12 (a) of said Contract shall be, and the same is hereby, revoked, cancelled, and stricken from said Contract, and in lieu thereof there is inserted and substituted a new last sentence of Paragraph 12 (a) as follows:

"The timber cruise of the Lands heretofore made by Owens-Illinois shows the volume of the merchantable timber on the Lands to be 108,903 cords, and this shall be deemed to be the volume of such timber now standing and growing upon the Lands, unless Owner, within the time and under the terms herein provided, shall cause such additional cruise to be made as above provided."

9. The substitution of lands, additions, changes and revisions referred to in Paragraphs 1 through 4 and 6 through 8 hereof shall be and become effective as of June 11, 1962; the substitution of lands referred to in Paragraph 5 hereof shall be and become effective as of the date of said Contract, viz, December 28, 1959. Except as herein amended and modified, the said Contract of

CEB:brk
2:19:63

December 28, 1959, as heretofore amended and modified
by First Supplement To Contract dated as of January 1,
1962, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties of the first part
have caused these presents to be executed in their corpor-
ate names by their Presidents or Vice Presidents, and
their corporate seals to be affixed, attested by their
Secretaries, at Jacksonville, Florida, and Owens-Illinois
has caused these presents to be executed in its corporate
name by its Vice President, and its corporate seal to be
affixed, attested by its Assistant Secretary, at Toledo,
Ohio, as of June 11, 1962.

(Corporate Seal)

CUMMER LIME AND MANUFACTURING COMPANY

By

W. W. Cummer, President

ATTEST:

D. L. Cawley, Secretary

(Corporate Seal)

CUMMER SONS CYPRESS COMPANY

By

W. W. Cummer, Vice President

ATTEST:

D. L. Cawley, Secretary

CEB:brk
2/19/63

Signed, sealed and delivered
in the presence of:

Ed. P. Pense
John T. Richards
As to Cummer Lime And Manu-
facturing Company and Cummer
Sons Cypress Company

OWENS-ILLINOIS GLASS COMPANY

By C. G. McLaren
C. G. McLaren, Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

Alan C. Boyd
Alan C. Boyd
Assistant Secretary

Signed, sealed and delivered
in the presence of:

Ann Campbell
Dorothy Deacon
As to Owens-Illinois Glass
Company

STATE OF FLORIDA)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a notary public in and for said County and State, personally appeared W. W. CUMMER and D. L. CAWLEY, as President and Secretary respectively of CUMMER LIME AND MANUFACTURING COMPANY, a corporation, and W. W. CUMMER and D. L. CAWLEY, as Vice President and Secretary respectively of CUMMER SONS CYPRESS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations; and that the execution of said instrument is the act and deed of said corporations.

CEB:brk
2/19/63

WITNESS my hand and official seal at Jacksonville,
State and County last aforesaid, this 28 day of February,
A. D. 1963.

Bentley E. Boyd
Notary Public
My commission expires: Aug. 3, 1964
Notary Public, State of Florida at Large
My Commission Expires Aug. 3, 1964
Bonded by American Surety Co. of N. Y.

(Notarial Seal)

STATE OF OHIO)
 :
COUNTY OF LUCAS)

I HEREBY CERTIFY that on this day, before me, a notary public in and for said County and State, personally appeared C. G. McLaren and Alan C. Boyd, as Vice President and Assistant Secretary respectively of OWENS-ILLINOIS GLASS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and
County last aforesaid, this 28th day of February, A. D. 1963.

Beverly Dacon
Notary Public
My commission expires:
BEVERLY DACON
Notary Public, Lucas County, Ohio
My Commission Expires May 5, 1968

(Notarial Seal)

THIRD SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LIME AND MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, and CUMMER SONS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS GLASS COMPANY, a corporation organized and existing under the laws of the State of Ohio, post office address P. O. Box 1035, Toledo, Ohio, party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by indenture dated as of January 1, 1962, a First Supplement to said Contract was executed by the parties thereto, and

WHEREAS, by indenture dated as of June 11, 1962, a Second Supplement to said Contract was executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth:

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do, by these presents, further amend and supplement said Contract as follows:

1. That the following described lands in St. Johns County, Florida, to be conveyed by ~~Owner~~ to Texaco, Inc. be, and the same are hereby released from said Contract, to-wit:

That certain tract or parcel of land, being a portion of the PATIO GRANT, Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as commencing at the Northwest corner of said Section 40; thence North 89 degrees 03 minutes 10 seconds East along the Northerly boundary of said Section 40, 415.41 feet; thence South 3 degrees 03 minutes 06 seconds East, 97.29 feet to a point in the Southerly right-of-way line of State Road No. 210 at its intersection with the Westerly limited access right-of-way line of Interstate 95, said point being the Westerly extremity of No Access along said Southerly right-of-way line, for a POINT OF BEGINNING; thence South 86 degrees 51 minutes 54 seconds West along the Southerly right-of-way line of said State Road No. 210, 128.33 feet to a point of curve; thence along said curve being to the left and having a radius of 1096.28 feet, a distance of 71.67 feet as measured along a chord bearing South 84 degrees 59 minutes 30 seconds West; thence South 1 degree 08 minutes 50 seconds East approximately parallel to the Westerly line of said Section 40, 500 feet; thence North 88 degrees 51 minutes 10 seconds East, 454.63 feet to the Westerly right-of-way line of said Interstate 95; thence North 14 degrees 26 minutes 14 seconds West along said right-of-way line, 477.06 feet; thence continue along said Interstate 95 right-of-way line, North 73 degrees 55 minutes 59 seconds West, 152.01 feet TO THE POINT OF BEGINNING, containing 197,097.30 square feet or 4.52 acres.

2. That the lands for right-of-way, borrow pits and haul roads heretofore taken by the State of Florida in the following suits, to-wit:

- (a) State Road Department of Florida vs. Capo et al.;
- (b) State Road Department of Florida vs. Horne et al.;
- (c) State Road Department of Florida vs. Hill et al.; and
- (d) State Road Department of Florida vs. Bailey et al.,

aggregating 409.62 acres be, and the same are hereby released from said Contract. Reference must be made to the Final Decrees as amended in said suits for the particular descriptions of said lands. The lands being deleted on account of said condemnation suits were owned:

301.99 acres
301.99 acres by CUMMER LIME AND MANUFACTURING COMPANY (Horne and Hill suits), and
107.63 acres
107.63 acres by CUMMER SONS CYPRESS COMPANY (Capo and Bailey suits).

3. That a .78 acre in St. Johns County, Florida, as the property of CUMMER LIME AND MANUFACTURING COMPANY, be released from said Contract as having been acquired as a right-of-way for Florida Power & Light Company. Reference to the Easement to said Power Company must be made to obtain the correct description of said land. Trile 28

4. That the following described lands in St. Johns County, Florida, to be conveyed by Owner to Griffin be, and the same are hereby released from said Contract, to-wit:

That certain tract or parcel of land, being a portion of the Fatio Grant, Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as commencing at the Northwest corner of said Section 40; thence North 89 degrees 03 minutes 10 seconds East along the Northerly boundary of said Section 40, 415.41 feet; thence South 3 degrees 08 minutes 06 seconds East 97.29 feet to a point in the Southerly right-of-way line of State Road No. 210 at its intersection with the Westerly limited access right-of-way line of Interstate 95, said point being the Westerly extremity of No Access along said Southerly right-of-way line; thence South 86 degrees 51 minutes 54 seconds West along the Southerly right-of-way line of State Road No. 210, 128.33 feet to a point of curve; thence along said curve, being to the left and having a radius of 1096.28 feet, a distance of 71.67 feet as measured along a chord bearing South 84 degrees 59 minutes 30 seconds West to a point for the point of beginning; thence South 1 degree 08 minutes 50 seconds East, approximately parallel to the Westerly line of said Section 40, 500 feet; thence North 88 degrees 51 minutes 10 seconds East, 454.63 feet to the Westerly right-of-way line of said Interstate 95; thence South 14 degrees 26 minutes 14 seconds East along said right-of-way line 51.38 feet; thence South 88 degrees 51 minutes 10 seconds West 684.3 feet to an intersection with the Westerly line of said Section 40; thence North 1 degree 33 minutes 40 seconds West along the Westerly boundary of said Section 40, 505.04 feet to an intersection with the Southerly right-of-way line of said State Road No. 210; thence North 73 degrees 19 minutes 10 seconds East along said right-of-way line 38.88 feet to a point of curve; thence along said curve, being to the right and having a radius of 1096.28 feet a distance of 187.26 feet as measured along a chord bearing North 78 degrees 13 minutes 08 seconds East to the point of beginning; Containing 3.18 acres, more or less.

5. The deletions and amendments referred to herein in this Third Supplement to Contract act to decrease the total acreage of Cummer Lime and Manufacturing Company's lands in St. Johns County, Florida, by 310.47 acres and to decrease the total acreage of Cummer Sons Cypress Company's lands in St. Johns County, Florida, by 107.63 acres, wherefore the area shown on page 12 of Schedule "A" to said

Contract as lands belonging to CUMMER LIME AND MANUFACTURING COMPANY is amended as follows:

(a) Area in Baker County, Florida, remains 18,662.46 acres;

(b) Area in St. Johns County, Florida, is decreased from 21,919.02 acres, to 21,608.55 acres;

that the area shown on page 14 of Schedule "A" to said Contract as lands belonging to CUMMER SONS CYPRESS COMPANY is amended as follows:

(a) Area in St. Johns County, Florida, is decreased from 7,406.98 acres to 7,299.35 acres.

6. That Paragraph 5 of said Contract shall be, and the same is hereby, revoked, cancelled and stricken from said Contract, and in lieu thereof there is inserted and substituted a new Paragraph 5 as follows:

"5. Area of Lands. It is hereby stipulated and agreed that the lands have an area of 47,570.36 acres subject to this Contract; in the computation of such area, rights-of-way for railroads, paved highways, telephone and telegraph intercity lines and power transmission lines have been excluded."

7. That the last sentence of Paragraph 12 (a) of said Contract shall be, and the same is hereby, revoked, cancelled, and stricken from said Contract, and in lieu thereof there is inserted and substituted a new last sentence of Paragraph 12 (a) as follows:

"The timber cruise of the lands heretofore made by Owens-Illinois shows the volume of the merchantable timber on the lands to be 107,954 cords, and this shall be deemed to be the volume of such timber now standing

and growing upon the lands, unless Owner, within the time and under the terms herein provided, shall cause such additional cruise to be made as above provided."

8. The deletions and amendments referred to herein in this Third Supplement To Contract shall be and become effective as of September 14, 1965. Except as herein amended and modified the said Contract of December 28, 1959 as heretofore amended and modified by the said First and Second Supplements, shall remain unchanged and in full force and effect.

The name of OWENS-ILLINOIS GLASS COMPANY has been changed to OWENS-ILLINOIS, INC. and OWENS-ILLINOIS, INC. is now the owner and holder of said Contract.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their corporate names by their Presidents or Vice Presidents, and their corporate seals to be affixed, attested by their Secretaries, at Jacksonville, Florida, and Owens-Illinois has caused these presents to be executed in its corporate name by its Vice President, and its corporate seal to be affixed, attested by its Assistant Secretary, at Toledo, Ohio, as of September 14, 1965.

CUMMER LIME AND MANUFACTURING COMPANY

(Corporate Seal)


W. W. Cummer, President

ATTEST:


D. Lee Cauley, Secretary

(Corporate Seal)

CUMMER SONS CYPRESS COMPANY
W. W. Cummer
W. W. Cummer, Vice President

ATTEST:

D. Lee Cawley
D. Lee Cawley, Secretary

Signed, sealed and delivered
in the presence of:

Beatrice Boyd
As to Cummer Lime And Manufacturing
Company and Cummer Sons Cypress
Company.

OWENS-ILLINOIS, INC.

By C. G. McLaren
C. G. McLaren, Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

Alan C. Boyd
Alan C. Boyd, Asst. Secretary

Signed, sealed and delivered
in the presence of:

Clayton E. Brown
Clayton E. Brown
As to Owens-Illinois, Inc.

STATE OF FLORIDA)

COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. CUMMER and D. Lee Cawley, as President and Secretary respectively of CUMMER LIME AND MANUFACTURING COMPANY, a corporation, and W. W. CUMMER and D. Lee Cawley, as Vice President and Secretary respectively of CUMMER SONS CYPRESS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they

executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations; and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County last aforesaid, this 6th day of ~~October~~^{September}, A. D. 1965.

[Signature]
Notary Public
My Commission expires: July 1, 1968

(Notarial Seal)

STATE OF OHIO }
 :
COUNTY OF LUCAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared C. G. McLAREN and ALAN C. BOYD, as Vice President, and Assistant Secretary respectively of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 2nd day of September, A. D. 1965.

[Signature]
Notary Public
My Commission expires:

(Notarial Seal)

BEVERLY BACON
Notary Public, Lucas County, Ohio
My Commission Expires May 5, 1968

FOURTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LIME AND MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, and CUMMER SONS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS GLASS COMPANY, a corporation organized and existing under the laws of the State of Ohio, post office address P. O. Box 1035, Toledo, Ohio, party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by indenture dated as of January 1, 1962, a First Supplement to said Contract was executed by the parties thereto, and

WHEREAS, by indenture dated as of June 11, 1962, a Second Supplement to said Contract was executed by the parties thereto, and

WHEREAS, by indenture dated as of September 14, 1963, a Third Supplement to said Contract was executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth;

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do, by these presents, further amend and supplement said Contract as follows:

1. That the following described land in St. Johns County, Florida, to be conveyed by Owner to Humble Oil & Refining Company, a corporation, be, and the same are hereby released from said Contract, to-wit:

PARCEL "A": A part of Section 40, Township 5 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows: Commencing at the Northwesterly corner of said Section 40, thence run North $88^{\circ} 57' 54''$ East along the Northerly line of said Section 40, a distance of 1,562.70 ft. to its intersection with the projection of the Westerly right-of-way line of Service Road No. 2 (a 66 foot right-of-way as established by the Florida State Road Department); thence run South $2^{\circ} 13' 06''$ East along said projection of said right-of-way line a distance of 10.34 ft. TO THE POINT OF BEGINNING; thence continue South $2^{\circ} 13' 06''$ East along said Westerly right-of-way line a distance of 431.95 ft. to a point; thence run South $86^{\circ} 51' 54''$ West a distance of 319.02 ft. to a point on the Easterly right-of-way line of Ramp "B" as established by the Florida State Road Department under Project No. I-95-4 (17) 315; thence run North $7^{\circ} 56' 30''$ East along said Easterly right-of-way line of Ramp "B" a distance of 360.30 ft. to a point; thence continue along said Easterly right-of-way line North $63^{\circ} 47' 09''$

East a distance of 135.83 ft. to its intersection with the Southerly right-of-way line of State Road S-210 (a 100 foot right-of-way as now established); thence run along said Southerly right-of-way line of S. R. S-210 along a curve to the left, said Curve having a radius of 724.07 feet to a point having a chord bearing of North $76^{\circ} 03' 54''$ East and a chord distance of 133.65 ft., said point being the POINT OF BEGINNING; said Parcel containing 2.61 acres, more or less.

PARCEL "B": A part of Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows: Commencing at the Northwesterly corner of said Section 40; thence run North $88^{\circ} 57' 54''$ East along the Northerly line of Section 40, a distance of 1562.7 ft. to its intersection with the projection of the Westerly right-of-way line of Service Road No. 2 (a 66 foot right-of-way as established by the Florida State Road Department); thence run South $2^{\circ} 13' 06''$ East along said projection and said Westerly right-of-way line, a distance of 442.29 ft. TO THE POINT OF BEGINNING; thence continue South $2^{\circ} 13' 06''$ East along said Westerly right-of-way line a distance of 50.01 ft. to a point; thence run South $86^{\circ} 51' 54''$ West a distance of 328.0 ft. to a point on the Easterly right-of-way line of Ramp "B" as established by the Florida State Road Department under Project No. I-95-4 (17) 315; thence run North $7^{\circ} 56' 30''$ East along said Easterly right-of-way line of Ramp "B" a distance of 50.95 ft. to a point; thence run North $86^{\circ} 51' 54''$ East a distance of 319.02 ft. TO THE POINT OF BEGINNING, said Parcel containing 0.37 acres more or less.

(Parcel "B" above containing 0.37 acre has heretofore been condemned by the State Road Department of Florida, and the acreage, viz.: 0.37 acre, has been earlier deducted from the "Area of Lands" referred to in Paragraph 3 of this Supplement)

2. The deletions and amendments referred to herein in this Fourth Supplement to Contract act to decrease the total acreage of Cummer Lime And Manufacturing Company's lands in St. Johns County, Florida, by 2.61 acres, wherefore the area shown on page 12 of Schedule "A" to said Contract

as lands belonging to CUMMER LIME AND MANUFACTURING
COMPANY is amended as follows:

- (a) Area in Baker County, Florida,
remains 18,662.46 acres;
- (b) Area in St. Johns County, Florida,
is decreased from 21,608.55 acres
to 21,605.94 acres.

3. That Paragraph 5 of said Contract shall be, and
the same is hereby, revoked, cancelled and stricken from
said Contract, and in lieu thereof there is inserted and
substituted a new Paragraph 5 as follows:

"5. Area of lands. It is hereby
stipulated and agreed that the lands have
an area of 47,567.75 acres subject to this
Contract; in the computation of such area,
rights-of-way for railroads, paved highways,
telephone and telegraph intercity lines and
power transmission lines have been excluded."

4. That the last sentence of Paragraph 12 (a) of
said Contract shall be, and the same is hereby, revoked,
cancelled, and stricken from said Contract, and in lieu
thereof there is inserted and substituted a new last sen-
tence of Paragraph 12 (a) as follows:

"The timber cruise of the lands heretofore
made by Owens-Illinois shows the volume of
the merchantable timber on the lands to be
107,948 cords, and this shall be deemed to
be the volume of such timber now standing
and growing upon the lands, unless Owner,
within the time and under the terms herein
provided, shall cause such additional cruise
to be made as above provided."


5. The deletions and amendments referred to herein
in this Fourth Supplement To Contract shall be and become
effective as of September 28, 1965. Except as herein amended

and modified the said Contract of December 28, 1959 as heretofore amended and modified by the said First and Second and Third Supplements, shall remain unchanged and in full force and effect.

The name of OWENS-ILLINOIS GLASS COMPANY has been changed to OWENS-ILLINOIS, INC. and OWENS-ILLINOIS, INC. is now the owner and holder of said Contract.

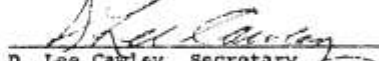
IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their corporate names by their Presidents or Vice Presidents, and their corporate seals to be affixed, attested by their Secretaries, at Jacksonville, Florida, and Owens-Illinois has caused these presents to be executed in its corporate name by its Vice President, and its corporate seal to be affixed, attested by its Assistant Secretary, at Toledo, Ohio, as of September 28, 1965.

CUMMER LIME AND MANUFACTURING COMPANY

By 
W. W. Cummer, President

(Corporate Seal)

ATTEST


D. Lee Cawley, Secretary

CED:lmh
10/6/65

CUMMER SONS CYPRESS COMPANY

W. W. Cummer
W. W. Cummer, Vice President

(Corporate Seal)

ATTEST:

D. Lee Cawley
D. Lee Cawley, Secretary

Signed, sealed and delivered
in the presence of:

W. W. Cummer

W. W. Cummer
As to Cummer Lumber and Manufacturing
Company and Cummer Sons Cypress
Company.

OWENS-ILLINOIS, INC.

By C. G. McLaren
C. G. McLaren, Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

Alan C. Boyd
Alan C. Boyd, Asst. Secretary

Signed, sealed and delivered
in the presence of:

Alan C. Boyd

Alan C. Boyd
As to Owens-Illinois, Inc.

CER:lkx
10/8/65

STATE OF FLORIDA)
:
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. CUMMER and D. LEE CAWLEY, as President and Secretary respectively of CUMMER LIME AND MANUFACTURING COMPANY, a corporation, and W. W. CUMMER and D. LEE CAWLEY, as Vice President and Secretary respectively of CUMMER SCNS CYPRESS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations; and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County last aforesaid, this 1st day of November, A. D. 1965.

(Notarial Seal)

Notary Public
My Commission expires: July 1, 1966
Notary Public, State of Florida at Large
My Commission Expires July 1, 1966
Authorized by American Surety Co. of N. Y.

STATE OF OHIO)
:
COUNTY OF LUCAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared C. G. McLAREN and ALAN C. BOYD, as Vice President and Assistant Secretary respectively of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 26th day of October, A. D. 1965.

(Notarial Seal)

Notary Public
My Commission expires:

BEVERLY BACON
Notary Public, Lucas County, Ohio
My Commission Expires May 9, 1966

FIFTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida, (formerly Cummer Lime and Manufacturing Company), Barnett National Bank Building, Jacksonville, Florida, and CUMMER SONS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio, 43601 (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965 and September 28, 1965, four Supplements to said Contract have been executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth,

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations

to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement said Contract as follows:

1. (a) That the following described land in St. Johns County, Florida, conveyed by Cummer Lime and Manufacturing Company to James W. Caulk, be, and the same is hereby released from said Contract, to-wit:

That part of Section 40, Patio Grant, Township 5 South, Range 28 East, lying North of State Road No. 210 Right-of-Way, St. Johns County, Florida,

Containing 0.05 acres, more or less.

(b) That Owens-Illinois expressly subordinates its said Contract to that certain agreement dated January 24, 1966 between Cummer Sons Cypress Company, as Seller, and Zinke-Smith, Incorporated, as Buyer, wherein Buyer was permitted to remove soil and sand from the following described land in St. Johns County, Florida:

Commencing at the Southeast corner of Section 31, Township 6 South, Range 29 East; thence run South $89^{\circ} 18' 47''$ West along the South boundary of said Section 31, a distance of 2564.79 ft. to an intersection with the centerline of Interstate Highway No. 95, said intersection being at I-95 centerline Sta. 8294+59.21; thence North $38^{\circ} 29' 40''$ West along said centerline 390.71 ft.; thence departing from said centerline North $51^{\circ} 30' 20''$ East a distance of 450.00 ft. TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING thus described continue North $51^{\circ} 30' 20''$ East a distance of 494.90 ft.;

thence North $38^{\circ} 29' 40''$ West a distance of 843.52 ft.; thence run South $59^{\circ} 56' 30''$ West a distance of 500.31 ft.; thence run South $38^{\circ} 29' 40''$ East a distance of 916.92 ft. TO THE POINT OF BEGINNING. All being in St. Johns County, Florida and

Containing 10.000 acres, more or less.

2. (a) The deletion referred to in Paragraph 1.(a) above acts to decrease the total acreage of Cummer Land Company's (formerly Cummer Lime and Manufacturing Company) lands in St. Johns County, Florida, by 0.05 acres; wherefore, the area shown on Page 12 of Schedule "A" to said Contract as lands belonging to Cummer Lime and Manufacturing Company is amended to read as follows:

Area in Baker County, Florida,
remains 18,662.46 acres.

Area in St. Johns County, Florida,
is decreased from 21,605.94 acres
to 21,605.89 acres.

(b) Owens-Illinois shall be relieved of making any further payments to Cummer Sons Cypress Company with respect to the 10 acres described in Paragraph 1. (b) above for the remainder of the term of said Contract. Wherefore, the total acreage of Cummer Sons Cypress Company's lands in St. Johns County, Florida, as shown on Page 14 of Schedule "A" to said Contract is amended to read as follows:

Area in St. Johns County, Florida,
is decreased from 7,299.35 acres
to 7,289.35 acres.

3. That Paragraph 5 of said Contract shall be, and the same is hereby revoked, cancelled and stricken from said Contract, and in lieu thereof there is inserted and substituted a new Paragraph 5 as follows:

"5. Area of Lands. It is hereby stipulated and agreed that the lands have an area of 47,557.70 acres subject to this Contract; in the computation of such area, rights-of-way for railroads, paved highways, telephone and telegraph intercity lines and power transmission lines have been excluded."


4. That the last sentence of Paragraph 12 (a) of said Contract shall be, and the same is hereby revoked, cancelled, and stricken from said Contract, and in lieu thereof there is inserted and substituted a new last sentence of Paragraph 12 (a) as follows:

"The timber cruise of the lands heretofore made by Owens-Illinois shows the volume of the merchantable timber on the lands to be 107,925 cords, and this shall be deemed to be the volume of such timber now standing and growing upon the lands, unless Owner, within the time and under the terms herein provided, shall cause such additional cruise to be made as above provided."

5. The deletions and amendments referred to herein in this Fifth Supplement To Contract shall be and become effective as of January 24, 1966. Except as herein amended and modified, the said Contract of December 28, 1959, as heretofore amended and modified by the said First, Second, Third and Fourth Supplements, shall remain unchanged and in full force and effect.

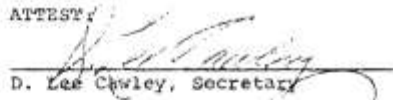
IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their corporate names by their Presidents or Vice Presidents, and their corporate seals to be affixed, attested by their Secretaries, at Jacksonville, Florida, and Owens-Illinois has caused these presents to be executed in its corporate name by its Vice President, and its corporate seal to be affixed, attested by its Assistant Secretary, at Toledo, Ohio, as of January 24, 1966.

CUMMER LAND COMPANY


by 
W. W. Cumber, President

(Corporate Seal)

ATTEST:

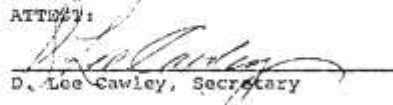

D. Lee Cawley, Secretary

CUMMER SONS CYPRESS COMPANY

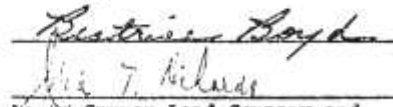
by 
W. W. Cumber, Vice President

(Corporate Seal)

ATTEST:


D. Lee Cawley, Secretary

Signed, sealed and delivered
in the presence of:


B. T. Richards
As to Cumber Land Company and
Cummer Sons Cypress Company.

OWENS-ILLINOIS, INC.

By _____
R. J. Lanigan, Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

A. C. Boyd, Assistant Secretary

Signed, sealed and delivered
in the presence of:

As to Owens-Illinois, Inc.

STATE OF FLORIDA)
 :
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. CUMMER and D. LEE CAWLEY, as President and Secretary respectively of CUMMER LAND COMPANY, a corporation, and W. W. CUMMER and D. LEE CAWLEY, as Vice President and Secretary respectively of CUMMER SONS CYPRESS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County last aforesaid, this 29th day of November, A. D. 1966.

 H. S. P.
Notary Public
My Commission expires: July 1, 1970

(Notarial Seal)

STATE OF OHIO)
)
COUNTY OF LUCAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared R. J. LANIGAN and A. C. BOYD, as Vice President and Assistant Secretary respectively of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this ____ day of November, A. D. 1966.

Notary Public

My Commission expires:

(Notarial Seal)

NO CONTRACT

OWENS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Lime and Manufacturing Company), Barnett National Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company), Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "C", by indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS GLASS CO., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo 1, Ohio (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, the above dated _____, 1962,
June 11, 1 _____, 1965,
and January _____, 1965, have supplied the above contract
have been _____ the parties thereto,

mutual advantage of the parties to signing the
supplements and conduct in the particular hereinafter
set forth.

...the said ... and in consid-
eration ... and other valuable

Considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement said Contract as follows:

1. Paragraph 20 of said Contract provides as follows:

"20. Assignment. This Contract, and all of the terms, provisions and covenants hereof, and all of the rights, titles, powers, privileges and options herein contained, shall be binding upon and shall inure to the benefit of, and may be exercised by, the heirs, executors, administrators, successors and assigns of the parties hereto, and by the grantees and successors in title of Owner, subject, however, to the provisions of Paragraph 16 hereof. This Contract may be assigned, sold, or pledged, either in whole or in part, by Owens-Illinois or Owner, and the same may be; provided, however, no transfer, assignment, sale or other disposition of this Contract, or any part thereof, by either party, shall relieve such party of its obligations or liabilities hereunder, unless so agreed in writing."

Paragraph 21 of said Contract provides in part as follows:

"21. Unability to Perform. Should either party be unable to perform any of its obligations or undertakings hereunder or to obtain any of the benefits hereof by reason of (a) restrictions or prohibitions of any state or federal government, or any of their respective agencies; . . . such party shall be relieved from its obligations hereunder to the extent and for the time only it is so prevented from the performance of such obligations or the receipt of such benefits."

Since the decision of said Court, a Final Judgment was entered by the United States District Court for the Northern District of Ohio, Western Division, in a case entitled, "United States of America, Plaintiff, vs.

Owens-Illinois Glass Company, Defendant," under the terms of which Owens-Illinois must under certain conditions dispose of the lands in St. Johns County, Florida, covered by said Contract. By the execution of this Supplement, the parties hereto agree that in the event Owens-Illinois, for any reason, assigns said Contract as to all of the lands in St. Johns County, Florida, covered by said Contract at the time of the execution of said assignment, and the assignee specifically assumes all of the obligations of Owens-Illinois under said Contract as to the St. Johns County lands,

- (a) The instrument assigning the said Contract shall show the total backlog of credits in cords (pine equivalents) of wood paid for but not cut from the St. Johns County land as of a date within 60 days from the date of said Assignment. The parties hereto stipulate that as of June 30, 1967, such backlog with respect to said St. Johns County land was 108,055.34 cords. Owens-Illinois will compute the number of cords of lumber, to be inserted in said Assignment by adding credits which may accumulate in St. Johns County subsequent to June 30, 1967, and by deducting therefrom the cords cut in St. Johns County subsequent to June 30, 1967.

- (b) Owens-Illinois shall, subject to the terms of said Decree of said Federal Court, be permitted

to reserve and not assign the full or a lesser undivided interest in the oil, gas and minerals conveyed to Owens-Illinois in said Contract (Paragraph 14) subject to all of the terms, conditions, and limitations contained in said Contract. Any such reservation by Owens-Illinois of said oil, gas and minerals shall include the right for Owens-Illinois, its successors and assigns, to explore for, mine by strip method or otherwise, drill for, produce, remove, use and sell such oil, gas and minerals, and the right to make leases or other agreements granting said rights, or any part thereof, to others, and shall include the right for Owens-Illinois to use so much of the surface of the lands and such surface rights in the lands as may be needed in exercising such oil, gas and mineral rights, upon the payment to the assignee of such damages to the timber, improvements and surface rights of assignee as may be sustained by assignee as a result of the exercise of such rights, or upon such other terms and conditions as Owens-Illinois and its assignee may agree to.

- (c) The parties hereto are currently negotiating with Continental Oil Company for a Mining Lease covering certain of the _____ County land. Any assignment of said _____ subsequent to

such or any other mining lease by the parties hereto shall be subject to the Mining Lease, and Owens-Illinois may, without restriction, reserve all or a lesser interest in said Mining Lease and the payments due and to become due thereunder.

- (d) Notwithstanding said assignment, Owens-Illinois, during the first ten years immediately following the effective date of said assignment, shall continue to be liable to Owner in addition to the liability of Owens-Illinois' assignee for the payment of all sums due and to become due under said Contract during said ten-year period; at any time after the end of said ten-year period, Owner, upon written request of Owens-Illinois, shall in writing release Owens-Illinois of all liability under said Contract insofar as the St. Johns County, Florida, land is concerned, if in the opinion of Owner said assignee has demonstrated to Owner's reasonable satisfaction its ability to fully perform all of the obligations of Owens-Illinois under said Contract, insofar as such obligations pertain to said St. Johns County land. Owner shall not arbitrarily withhold releasing Owens-Illinois, if at the time said release is requested of Owner, assignee's net worth is

sufficient that a prudent person would enter into a contract with the assignee as to the St. Johns County land similar to the Contract dated December 28, 1959. In the event a dispute shall arise between Owner and Owens-Illinois as to whether Owens-Illinois is entitled to be released from its liability as to said St. Johns County land, as in this Supplement provided, then said dispute shall be settled by arbitration as provided in Paragraph 23 of said Contract dated December 28, 1959, except that the three arbitrators shall be the Trust Officers of the then three largest banks in Jacksonville, Florida, based upon the bank statements last published prior to the institution of said arbitration proceedings, and except should one of the arbitrators (Trust Officers) fail, for any reason, to serve, then his successor shall be selected by the two remaining Trust Officers. The right of Owens-Illinois to be released at the expiration of the term as aforesaid, is a continuing right, and Owner's refusal to release shall be no bar to Owens-Illinois thereafter requesting its release.

Nothing herein contained shall limit in any manner Owens-Illinois' unrestricted right to assign said Contract dated December 23, 1959, as set forth in Paragraph 20 of

said Contract, and except as expressly modified by prior Supplements, and except as herein expressly modified, said Contract dated December 28, 1959, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement, in duplicate, as of the 7th day of November, 1967.

CUMMER LAND COMPANY

W. W. Cummer

(Corporate Seal)

ATTEST:

W. L. [Signature]
Secretary

THE CUMMER COMPANY

BY Edwin G. Fox
President

(Corporate Seal)

ATTEST:

W. L. [Signature]
Secretary

Signed, sealed and delivered
in the presence of:

Robertine Lloyd
W. T. Kilmer
as to "Owner"

OWENS-ILLINOIS, INC.

By R. J. Lanigan
R. J. Lanigan, Vice President, Forest
Products Division

(Corporate Seal)

ATTEST:

A. C. Boyd
A. C. Boyd, Assistant Secretary

Signed, sealed and delivered
in the presence of:

James H. ...
As to "Owens- Illinois"

STATE OF FLORIDA

COUNTY OF ...

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State and County aforesaid
to take acknowledgments, personally appeared Lee Cawley
W. W. Cumber; Edward C. Roe
as President President Notary

respectively, of CHICKER LAND COMPANY and ...
COMPANY, corporations named in the foregoing instrument,
and that they severally acknowledged executing the same
in the presence of two subscribing witnesses freely and
voluntarily in his authority duly vested in them by said
corporations and that the seals affixed thereto are the
true corporate seals of said corporations.

WITNESSED my hand and official seal in the County and
State last aforesaid, this 7th day of November, 1967.

Notary Public
My Commission Expires: July 1, 1970

(Notarial Seal)


Notary Public, State of Florida at Large
My Commission Expires July 1, 1970
Bundled by American Fire & Casualty Co.

STATE OF OHIO

COUNTY OF LUCAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. J. Lanigan and A. C. Boyd as Vice President, Forest Products Division, and Assistant Secretary respectively of OWENS-ILLINOIS, INC., corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal of the County and State last aforesaid, this 6th day of November, 1967.



Notary Public
My Commission Expires:

(Notarial Seal)

DEWITT L. LAMB
Notary Public, Lucas County, Ohio
My Commission Expires May 9, 1969


CERTIFICATE

The undersigned, D. LEE CAWLEY, Secretary of The Cummer Company and Cummer Land Company, does hereby certify that the following resolution was duly adopted by the Stockholders and Directors of each of said companies in a Joint Special Meeting of Stockholders and Directors of said companies held in the company offices in Jacksonville, Florida, on the 20th day of November, 1967, at which said meeting a majority of the outstanding capital stock of the companies was represented either in person or by proxy, and a majority of the directors of each of the companies was present:

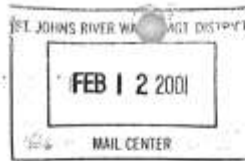
"WHEREAS, it is deemed advisable and to the best interests of The Cummer Company and Cummer Land Company that the proposed Mining (phosphate) Lease with Continental Oil Company and the proposed Supplemental Agreements with Owens-Illinois Company, be consummated;

"NOW, THEREFORE, BE IT RESOLVED that the President and Secretary of each of said companies be and they are hereby authorized and directed to execute for and on behalf of said companies said Mining Lease and Supplemental Agreements, and to execute such other documents and take such other action in connection therewith as said corporate officers in their discretion may deem necessary or advisable."

DATED this 20th day of November, 1967.


D. Lee Cawley

11-6-67



SEVENTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumer Lime and Manufacturing Company), Barnett National Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumer Sons Cypress Company), Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Cumer", by Indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio, 43601 (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.64 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by Indentures dated as of January 2, 1962, June 11, 1962, September 1, 1965, September 28, 1965, January 24, 1966, and November 7, 1967, six Supplements to said Contract have been executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth, and

WHEREAS, Owner and Owens-Illinois have by Indenture of even date herewith entered into a Mining Lease with CONTINENTAL OIL COMPANY, a Delaware corporation, hereinafter called "Conoco";

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement said Contract in the manner following, and do by these presents agree:

1. That the \$15,000.00 payment referred to in Paragraph 1 of said Mining Lease will be divided one-half to Owner and one-half to Owens-Illinois. All royalties, both Advance and Production, together with all payments which may be received by them under Paragraph 1 (b) of said Mining Lease, will be divided one-half to Owner and one-half to Owens-Illinois until the expiration or termination of said Contract dated December 28, 1959, hereinafter referred to as "Contract". Commencing with the expiration of said Contract, Owner shall be entitled to receive all such royalties and payments thereafter accruing. At the expiration of said Contract, Owens-Illinois shall be under no duty to pay over to Owner Owens-Illinois' share of Advance Royalties, if any, earlier collected, but not at that time recovered in the form of Production Royalties by Conoco.
2. Until expiration of the Contract, Owens-Illinois shall be entitled to all payments from Conoco made pursuant to Paragraphs 8 and 9 of the Mining Lease, following which Owner shall be entitled to all such payments thereafter accruing.

3. The costs of complying with Paragraph 10 of the Mining Lease (supplemental abstracts curing title defects, etc.), shall be borne one-half by Owner and one-half by Owens-Illinois until the expiration of said Contract. Any such costs accruing thereafter shall be borne solely by Owner.
4. Payments received from Conoco under Paragraph 11 (hold-over use privileges) shall be divided one-half to Owens-Illinois and one-half to Owner until the expiration of the Contract, following which Owner shall be entitled to all such payments thereafter accruing.
5. The costs of complying with Paragraph 13 (taxes, etc.) as to the land remaining in the Contract shall be borne by Owens-Illinois until the expiration of the Contract. Such costs shall be borne by Owner with respect to any land removed from the Contract commencing when such land is removed, and shall be borne by Owner as to all of the land commencing with the expiration of said Contract.
6. Until expiration of the Contract, Owens-Illinois shall be entitled to all payments to Lessors received under the provisions of Paragraph 14 of the Mining Lease, following which Owner shall be entitled to all such payments thereafter accruing.
7. Until expiration of the Contract, Owens-Illinois shall be entitled to all payments to Lessors received under the provisions of Paragraph 29 of the Mining Lease, following which Owner shall be entitled to all such payments thereafter accruing. Owens-Illinois shall, until expiration of the Contract, pay to Owner annually on January 1st, \$4.00 for each acre for which Conoco is liable and has paid Lessors damages because of its failure to utilize the land within the time permitted by said Paragraph 29, after timber, crops or improvements have been removed pursuant to notice from Conoco. Said payments to Owner of \$4.00 per acre per calendar year shall be made only for the years for which Conoco makes penalty payments to Owens-Illinois, under the provisions of said Paragraph 29.

8. If Owner and Owens-Illinois become entitled to conduct exploration operations under the provisions of letter supplement to the Mining Lease, then Owner and Owens-Illinois will, at their joint expense, conduct such exploration operations as Owner and Owens-Illinois determine to be appropriate.
9. All payments to Lessors under the provisions of Paragraph 31 of the Mining Lease (condemnation) shall be divided one-half to Owens-Illinois and one-half to Owner until the expiration of the Contract, following which Owner shall be entitled to all such payments thereafter accruing.
10. Payments received from Conoco under Paragraph 34 of the Mining Lease (option to purchase) shall be divided as follows:
 - (a) Owner shall be entitled to the \$100.00 per acre purchase price;
 - (b) The value of the economically recoverable phosphate rock shall be divided one-half to Owens-Illinois and one-half to Owner.
 - (c) Owens-Illinois shall be entitled to all timber, crops and other improvements without accounting to Owner.
 - (d) Owner shall bear the costs incident to conveying the title by Warranty Deed, while the costs of arbitration to determine the value of the economically recoverable phosphate rock shall be borne one-half by Owner and one-half by Owens-Illinois.

Owens-Illinois shall, upon receiving such payments, release all land so sold to Conoco from its Timber Contract.
11. Payments received from Conoco under Paragraph 35 of the Mining Lease (payment for phosphate under settling basins, reservoirs and beneficiation facilities) shall be divided one-half to Owens-Illinois and one-half to Owner, until the expiration of the Contract, following which Owner shall be entitled to all such payments thereafter accruing.

12. Owens-Illinois shall report to Owner annually, on April 1st of any year following a year in which Owens-Illinois may receive payments from Conoco, under the provisions of Paragraphs 8, 9, 14 and 29, for timber damaged or destroyed. The report shall show the number of cords for which payment was received, the number of cords salvaged (cut and removed), and the number of cords lost or not to be salvaged. Owner shall received credit (against backlog to the extent that backlog exists) not only for the timber cut and removed, but also for such timber as may be lost and not salvaged, where Conoco has paid Owens-Illinois for such timber. Should the backlog be insufficient to cover such credits due Owner, then, Owner shall be entitled to receive payment from Owens-Illinois at the then applicable rate per cord under said Contract.

Paragraphs 1 to 12 above show how the proceeds and responsibilities under the Conoco Mining Lease are to be apportioned. Should said Mining Lease extend beyond the Preliminary Period of eighteen (18) months, then effective at the end of said eighteen months period, the said Contract dated December 28, 1959, as heretofore amended by prior Supplements, shall be further amended as follows:

13. On April 1st of each year, Owens-Illinois will report to Owner, in writing, the number of acres in each section of land from which Owens-Illinois has cut timber or removed crops and improvements, during the preceding calendar year pursuant to notice from Conoco under the provisions of Paragraphs 14 and 29 of the Mining Lease, and commencing January 1st thereafter, for the remainder of the term of said Contract, Owens-Illinois shall be:

- (a) excused from purchasing any further timber from Owner from said land (Paragraph 6(b) of said Contract);

- (b) excused from paying any further rent to Owner for said land (Paragraph 7 of said Contract);
- (c) excused from leaving any merchantable timber upon said land (Paragraph 12(b) of said Contract), that is, said land, for the purposes of Paragraph 12(b) of said Contract only, shall be considered as not subject to the Contract.

In lieu of the foregoing, Owens-Illinois shall pay to Owner annually in advance, on January 10 of each year, for such land, as rent, the sum of One Dollar (\$1.00) per acre, so long as such land remains in the Contract, except in any year where Owner receives \$4.00 per acre from Owens-Illinois, under the provisions of Paragraph 7 above, then such One Dollar per acre payment shall be waived and considered as paid in said \$4.00 payment, and except in any year where Owner receives credit (against backlog or in cash, as the case may be) under the provisions of paragraph twelve above, then such \$1.00 per acre payment shall be waived and considered as paid in connection with said credit.

- 14. Owens-Illinois shall be entitled to cut and remove, without restriction and without further payments to Owner, all timber which may grow upon the land for which it is making only \$1.00 per acre per year payments to Owner (the land referred to in Paragraph 13 above), but any such timber so cut and removed by Owens-Illinois shall be charged against and deducted from its backlog of credits under said Contract at the rate of three-fourths cord for each pine equivalent cord so cut and removed. Should the backlog be insufficient to cover such credits due Owner, then, Owner shall be entitled to receive payment from Owens-Illinois, at the then applicable rate per cord under said Contract reduced by \$1.00 per acre for each acre cut.
- 15. Anything herein to the contrary notwithstanding, Owens-Illinois and Owner agree that no land shall be removed from the Contract except under the provisions of Paragraphs 9 and 10 above, unless such removal is consented to in writing by Owner and Owens-Illinois.

16. Should a dispute arise between Owner and Owens-Illinois as to this Agreement, then the matter shall be submitted to arbitration as provided in Paragraph 9 of said Mining Lease, in which event the Arbitrators shall be disinterested individuals.

Except as herein amended and modified, the said Contract dated December 28, 1959, as heretofore amended and modified by the First Through Sixth Supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument, in duplicate, as of the 28th day of November, 1967.

CUMMER LAND COMPANY


W. W. Cummer, President

(Corporate Seal)

ATTEST:


D. Lee Cowley, Secretary

THE CUMMER COMPANY


W. W. Cummer, Vice President

(Corporate Seal)

ATTEST:


D. Lee Cowley, Secretary

Signed, sealed and delivered
in the presence of:

W. T. Richards

Robert L. Boyd

As to Cumber Land Company and
The Cumber Company

OWENS-ILLINOIS, INC.

By R. J. Lanigan
R. J. Lanigan, Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

A. C. Boyd
A. C. Boyd, Assistant Secretary

Signed, sealed and delivered
in the presence of:

Ann Hinton Hill

As to Owens-Illinois, Inc.

STATE OF FLORIDA)

COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a
Notary Public in and for said County and State, personally
appeared W. W. CUTLER and D. LEE CRAWLEY, as President and
Secretary respectively of CUMBER LAND COMPANY, a corporation,
and W. W. CUTLER and D. LEE CRAWLEY, as Vice President and
Secretary respectively of THE CUMBER COMPANY, a corporation,
to me well known to be the persons who executed the foregoing
instrument, and they acknowledged before me that they executed
the same freely and voluntarily as such officers for the
purposes therein expressed; that they are authorized to
execute said instrument; that they affixed thereto the
corporate seals of said corporations and that the execution
of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville,
State and County last aforesaid, this 20th day of
November, 1967.

(Notarial Seal)

H. S. P. 1967
Notary Public
My Commission Expires: July 1, 1970
Notary Public, State of Florida at Large
My Commission Expires July 1, 1970
Issued by American Title & County Co.

STATE OF CALIF)
COUNTY OF LOS ANGELES)

I HEREBY CERTIFY that on this day, before me, a
Notary Public in and for said County and State, personally
appeared R. J. LANIGAN and A. C. BOYD, as Vice President
and Assistant Secretary respectively of OWENS-ILLINOIS,
INC., a corporation, to me well known to be the persons
who executed the foregoing instrument, and they acknowledged
before me that they executed the same freely and voluntarily
as such officers for the purposes therein expressed; that
they affixed thereto the corporate seal of said corporation;
and that the execution of said instrument is the act and
deed of said corporation.

WITNESS my hand and official seal at Toledo, State
and County last aforesaid, this 6th day of DECEMBER,
1967.

(Notarial Seal)

Donald L. P. 1967
Notary Public
My Commission Expires:

BRANNON, BROWN, NORRIS, VOGELLE & HALEY
Notary Public, State of Ohio
My Commission Expires May 3, 1968

CERTIFICATE

The undersigned, D. LEE CAWLEY, Secretary of The Cummer Company and Cummer Land Company, does hereby certify that the following resolution was duly adopted by the Stockholders and Directors of each of said companies in a Joint Special Meeting of Stockholders and Directors of said companies held in the company offices in Jacksonville, Florida, on the 20th day of November, 1967; at which said meeting a majority of the outstanding capital stock of the companies was represented either in person or by proxy, and a majority of the directors of each of the companies was present:

"WHEREAS, it is deemed advisable and to the best interests of The Cummer Company and Cummer Land Company that the proposed Mining (phosphate) Lease with Continental Oil Company and the proposed Supplemental Agreements with Owens-Illinois Company, be consummated;

"NOW, THEREFORE, BE IT RESOLVED that the President and Secretary of each of said companies be and they are hereby authorized and directed to execute for and on behalf of said companies said Mining Lease and Supplemental Agreements, and to execute such other documents and take such other action in connection therewith as said corporate officers in their discretion may deem necessary or advisable."

DATED this 20th day of November, 1967.


D. Lee Cawley

SEVENTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Lime and Manufacturing Company), Barnett National Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Sons Cypress Company), Barnett National Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by Indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio, 43601 (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.40 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 11, 1965, September 28, 1965, January 24, 1966, and November 7, 1967, six Supplements to said Contract have been executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth, and

WHEREAS, Owner and Owens-Illinois have by Indenture of even date herewith entered into a Mining Lease with CONTINENTAL OIL COMPANY, a Delaware corporation, hereinafter called "Conoco";

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement said Contract in the manner following, and do by these presents agree:

1. That the \$15,000.00 payment referred to in Paragraph 1 of said Mining Lease will be divided one-half to Owner and one-half to Owens-Illinois. All royalties, both Advance and Production, together with all payments which may be received by them under Paragraph 1 (b) of said Mining Lease, will be divided one-half to Owner and one-half to Owens-Illinois until the expiration or termination of said Contract dated December 20, 1959, hereinafter referred to as "Contract". Commencing with the expiration of said Contract, Owner shall be entitled to receive all such royalties and payments thereafter accruing. At the expiration of said Contract, Owens-Illinois shall be under no duty to pay over to Owner Owens-Illinois' share of Advance Royalties, if any, earlier collected, but not at that time recovered in the form of Production Royalties by Conoco.
2. Until expiration of the Contract, Owens-Illinois shall be entitled to all payments from Conoco made pursuant to Paragraphs 8 and 9 of the Mining Lease, following which Owner shall be entitled to all such payments thereafter accruing.

3. The costs of complying with Paragraph 10 of the Mining Lease (supplemental abstracts curing title defects, etc.), shall be borne one-half by Owner and one-half by Owens-Illinois until the expiration of said Contract. Any such costs accruing thereafter shall be borne solely by Owner.
4. Payments received from Conoco under Paragraph 11 (hold-over use privileges) shall be divided one-half to Owens-Illinois and one-half to Owner until the expiration of the Contract, following which Owner shall be entitled to all such payments thereafter accruing.
5. The costs of complying with Paragraph 13 (taxes, etc.) as to the land remaining in the Contract shall be borne by Owens-Illinois until the expiration of the Contract. Such costs shall be borne by Owner with respect to any land removed from the Contract commencing when such land is removed, and shall be borne by Owner as to all of the land commencing with the expiration of said Contract.
6. Until expiration of the Contract, Owens-Illinois shall be entitled to all payments to Lessors received under the provisions of Paragraph 14 of the Mining Lease, following which Owner shall be entitled to all such payments thereafter accruing.
7. Until expiration of the Contract, Owens-Illinois shall be entitled to all payments to Lessors received under the provisions of Paragraph 29 of the Mining Lease, following which Owner shall be entitled to all such payments thereafter accruing. Owens-Illinois shall, until expiration of the Contract, pay to Owner annually on January 1st, \$4.00 for each acre for which Conoco is liable and has paid Lessors damages because of its failure to utilize the land within the time permitted by said Paragraph 29, after timber, crops or improvements have been removed pursuant to notice from Conoco. Said payments to Owner of \$4.00 per acre per calendar year shall be made only for the years for which Conoco makes penalty payments to Owens-Illinois, under the provisions of said Paragraph 29.

8. If Owner and Owens-Illinois become entitled to conduct exploration operations under the provisions of Letter Supplement to the Mining Lease, then Owner and Owens-Illinois will, at their joint expense, conduct such exploration operations as Owner and Owens-Illinois determine to be appropriate.
9. All payments to Lessors under the provisions of Paragraph 31 of the Mining Lease (condemnation) shall be divided one-half to Owens-Illinois and one-half to Owner until the expiration of the Contract, following which Owner shall be entitled to all such payments thereafter accruing.
10. Payments received from Conoco under Paragraph 34 of the Mining Lease (option to purchase) shall be divided as follows:
- (a) Owner shall be entitled to the \$100.00 per acre purchase price;
 - (b) The value of the economically recoverable phosphate rock shall be divided one-half to Owens-Illinois and one-half to Owner.
 - (c) Owens-Illinois shall be entitled to all timber, crops and other improvements without accounting to Owner.
 - (d) Owner shall bear the costs incident to conveying the title by Warranty Deed, while the costs of arbitration to determine the value of the economically recoverable phosphate rock shall be borne one-half by Owner and one-half by Owens-Illinois.
- Owens-Illinois shall, upon receiving such payments, release all land so sold to Conoco from its Timber Contract.
11. Payments received from Conoco under Paragraph 35 of the Mining Lease (payment for phosphate under settling basins, reservoirs and beneficiation facilities) shall be divided one-half to Owens-Illinois and one-half to Owner, until the expiration of the Contract, following which Owner shall be entitled to all such payments thereafter accruing.

12. Owens-Illinois shall report to Owner annually, on April 1st of any year following a year in which Owens-Illinois may receive payments from Conoco, under the provisions of Paragraphs 8, 9, 14 and 29, for timber damaged or destroyed. The report shall show the number of cords for which payment was received, the number of cords salvaged (cut and removed), and the number of cords lost or not to be salvaged. Owner shall received credit (against backlog to the extent that backlog exists) not only for the timber cut and removed, but also for such timber as may be lost and not salvaged, where Conoco has paid Owens-Illinois for such timber. Should the backlog be insufficient to cover such credits due Owner, then, Owner shall be entitled to receive payment from Owens-Illinois at the then applicable rate per cord under said Contract.

Paragraphs 1 to 12 above show how the proceeds and responsibilities under the Conoco Mining Lease are to be apportioned. Should said Mining Lease extend beyond the Preliminary Period of eighteen (18) months, then effective at the end of said eighteen months period, the said Contract dated December 28, 1959, as heretofore amended by prior Supplements, shall be further amended as follows:

13. On April 1st of each year, Owens-Illinois will report to Owner, in writing, the number of acres in each section of land from which Owens-Illinois has cut timber or removed crops and improvements, during the preceding calendar year pursuant to notice from Conoco under the provisions of Paragraphs 14 and 29 of the Mining Lease, and commencing January 1st thereafter, for the remainder of the term of said Contract, Owens-Illinois shall be:

- (a) excused from purchasing any further timber from Owner from said land (Paragraph 6(b) of said Contract);

- (b) excused from paying any further rent to Owner for said land (Paragraph 7 of said Contract);
- (c) excused from leaving any merchantable timber upon said land (Paragraph 12(b) of said Contract), that is, said land, for the purposes of Paragraph 12(b) of said Contract only, shall be considered as not subject to the Contract.

In lieu of the foregoing, Owens-Illinois shall pay to Owner annually in advance, on January 10 of each year, for such land, as rent, the sum of One Dollar (\$1.00) per acre, so long as such land remains in the Contract, except in any year where Owner receives \$4.00 per acre from Owens-Illinois, under the provisions of Paragraph 7 above, then such One Dollar per acre payment shall be waived and considered as paid in said \$4.00 payment, and except in any year where Owner receives credit (against backlog or in cash, as the case may be) under the provisions of paragraph twelve above, then such \$1.00 per acre payment shall be waived and considered as paid in connection with said credit.

- 14. Owens-Illinois shall be entitled to cut and remove, without restriction and without further payments to Owner, all timber which may grow upon the land for which it is making only \$1.00 per acre per year payments to Owner (the land referred to in Paragraph 13 above), but any such timber so cut and removed by Owens-Illinois shall be charged against and deducted from its backlog of credits under said Contract at the rate of three-fourths cord for each pine equivalent cord so cut and removed. Should the backlog be insufficient to cover such credits due Owner, then, Owner shall be entitled to receive payment from Owens-Illinois, at the then applicable rate per cord under said Contract reduced by \$1.00 per acre for each acre cut.
- 15. Anything herein to the contrary notwithstanding, Owens-Illinois and Owner agree that no land shall be removed from the Contract except under the provisions of Paragraphs 9 and 10 above, unless such removal is consented to in writing by Owner and Owens-Illinois.

Recorded in St. Johns County 3-7-69
Official Record Book 143 Pages 141-147incl.

EIGHTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Lime and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by Indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967 and November 20, 1967, seven Supplements to said Contract have been executed by the parties thereto, and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth;

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement said Contract in the manner following, and do by these presents agree:

1. (a) That there is eliminated from said Contract 4.452 acres in Baker County, Florida, acquired by the State of Florida as a right-of-way for State Road S-130, in the suit of State Road Department vs. Leo Crawford, et al, said tract being designated as Parcel No. 116 in said suit.

(b) That there is eliminated from said Contract 34.5 acres in St. Johns County, Florida, sold to C. G. McGehee, Jr., to-wit:

A tract of land, in Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

For Point of Beginning, commence at the Northeast corner of said Section 40 and run Southerly, along the Easterly boundary of said Section, a distance of 900 feet, more or less, to a point which lies 900 feet Southerly from the Northerly boundary of said Section 40, when measured at right angles thereto; run thence Westerly, and parallel to said Northerly boundary, a distance of 1,659 feet, more or less, to a point in the Easterly right of way line of a secondary service road (a 66-foot right of way) which extends Southerly from Florida State Road No. S-210; run thence Northerly, along said Easterly right of way line, a distance of 900 feet, more or less, to a point in the Northerly boundary of said Section 40; run thence Easterly, along said Northerly boundary, a distance of 1,671 feet, more or less, to the point of beginning. The land thus described contains 34.5 acres, more or less.

(c) For the purpose of computing the payments due Owner under said Contract, the parties agree that while the areas eliminated in Sub-Paragraphs (a) and (b) above aggregate 38.952 acres, the lands specifically described include a borrow pit of 8.90 acres heretofore eliminated from said Contract in the Third Supplement to said Contract so that the net area to be eliminated shall be 30.052 acres.

2. That Owens-Illinois shall be excused for the remainder of the term of said Contract from purchasing any timber or making any rental or other payments to Owner with respect to:

(a) 18.471 acres in Baker County, Florida, heretofore taken by the State of Florida for borrow pits and drainage easements for State Road S-130, in the suit of State Road Department vs. Leo Crawford, et al, being Parcels 139, 144 and extension, and 148.

(b) 8.952 acres in St. Johns County, Florida, acquired by the State Road Department in 1967 as additional land for borrow pits previously acquired. This additional land was necessary because of cave-ins, erosion, etc.

(c) Parcels 2 (a) and 2 (b) above aggregate 27.423 acres.

3. The parties agree that certain areas in St. Johns County, Florida, heretofore taken by the State Road Department for limited use should now come back into the Contract for all purposes. By mutual agreement said areas are as follows:

(a) 3.836 acres previously used as haul roads.

(b) 3.390 acres previously used as a service road.

Aggregating 7.226 acres.

4. The parties agree that certain areas in St. Johns County, Florida, heretofore taken by the State Road Department for borrow pits--see Third Supplement--should now come back into the Contract, but Owens-Illinois shall be excused, for the remainder of the term of said Contract, from purchasing any timber or making any rental or other

payments to Owner with respect to such lands which, by mutual agreement, aggregate 74.370 acres.

5. Paragraphs 1 to 4 inclusive require adjustments in the said Contract as follows:

(a) The total acreage of Cummer Land Company's (formerly Cummer Lime and Manufacturing Company) lands in Baker County, Florida, is reduced by 22.92 acres, and said Company's lands in St. Johns County, Florida, by 28.41 acres so that the area shown on Page 12 of Schedule A to said Notice of Contract, as lands belonging to Cummer Lime and Manufacturing Company, is amended to read as follows:

Area in Baker County is reduced from 18,662.46 acres to 18,639.54 acres.

Area in St. Johns County is reduced from 21,605.89 acres to 21,577.48 acres.

(Net total decrease is 51.33 acres)

(b) The total acreage of The Cummer Company's (formerly Cummer Sons Cypress Company) lands in St. Johns County, Florida, is increased by 1.08 acres, so that the area shown on Page 14, Schedule A, to said Notice of Contract as lands belonging to Cummer Sons Cypress Company is amended to read as follows:

Area in St. Johns County is increased from 7,289.35 acres to 7,290.43 acres.

6. That Paragraph 5 of said Contract shall be, and the same is hereby revoked, cancelled and stricken from said Contract, and in lieu thereof there is inserted and substituted a new Paragraph 5 as follows:

"5. Area of Lands. It is hereby stipulated and agreed that the lands have an area of 47,507.45 acres subject to this Contract; in the computation of such area, rights-of-way for railroads, paved highways, telephone and telegraph intercity lines and power transmission lines have been excluded."

7. That the last sentence of Paragraph 12 (a) of said Contract shall be, and the same is hereby revoked, cancelled, and stricken from said Contract, and in lieu thereof there is inserted and substituted a new last sentence of Paragraph 12 (a) as follows:

"The timber cruise of the lands heretofore made by Owens-Illinois shows the volume of the merchantable timber on the lands to be 107,811 cords, and this shall be deemed to be the volume of such timber now standing and growing upon the lands, unless Owner, within the time and under the terms herein provided, shall cause such additional cruise to be made as above provided."

8. The amendments referred to herein in this Eighth Supplement to Contract shall be and become effective as of January 9, 1969. Except as herein amended and modified, the said Contract of December 28, 1959, as heretofore amended and modified by the said first seven supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument, in duplicate, as of the 9th day of January, 1969.

CUMMER LAND COMPANY

By 
W. W. Cummer, President

(Corporate Seal)

ATTEST:


Lee Cavley, Secretary

THE CUMMER COMPANY

W. W. Cumber
W. W. Cumber, Vice President

(Corporate Seal)

ATTEST:

D. Lee Cawley
D. Lee Cawley, Secretary

Signed, sealed and delivered
in the presence of:

Arthur C. Boyd
As to Cumber Land Company and
The Cumber Company

OWENS-ILLINOIS, INC.

By C. D. Nelson
Vice President,
Forest Products Division

(Corporate Seal)

ATTEST:

A. C. Boyd
A. C. Boyd, Assistant Secretary

Signed, sealed and delivered
in the presence of:

Ann H. H. H.
As to Owens-Illinois, Inc.

STATE OF FLORIDA))
 ss.
COUNTY OF DUVAL))

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. Cummer and D. LEE CAWLEY, as President and Secretary, respectively, of CUMMER LAND COMPANY, a corporation, and W. W. Cummer and D. LEE CAWLEY, as Vice President and Secretary, respectively, of THE CUMMER COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County last aforesaid, this 3rd day of March, 1969.

(NOTARIAL SEAL)

[Signature]
Notary Public, State of Florida at
Large.
Notary Public, State of Florida at Large
My Commission Expires July 1, 1970
My commission expires: July 1, 1970

STATE OF OHIO))
 ss.
COUNTY OF LUCAS))

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared C. P. NIELSEN and A. C. BOYD, as Vice President Forest Products Division and Assistant Secretary, respectively, of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation, and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 24th day of February, 1969.

(NOTARIAL SEAL)

[Signature]
Notary Public, Lucas County, Ohio
My commission expires: BEVERLY EASON
Notary Public, Lucas County, Ohio
My Commission Expires May 24, 1972

NINTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Lime and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner", by Indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois", which Contract covered an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida, and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967 and January 9, 1969 eight Supplements to said Contract have been executed by the parties thereto, and

WHEREAS, it is mutual desire and it is to the mutual advantage of the parties to further amend and supplement said Contract in the particulars hereinafter set forth:

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party

hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement said Contract in the manner following, and do by these presents agree:

1. (a) That there be eliminated from said Contract land sold to C. G. McGehee, Jr. described as follows:

A tract of land, in Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

Commencing at a concrete monument at the intersection of the North Line of Fatio Grant with the Easterly right of way line of Service Road No. 2 (a 66 foot right of way as established by the State Road Department of Florida), said monument being 1629 feet more or less Easterly of the Northwest corner of said Fatio Grant; thence run South 2°13'06" East along the Easterly right of way line of said Service Road No. 2, 900 feet; thence South 88°59'40" West and parallel to the North line of said Fatio Grant 66.01 feet to the Westerly right of way line of said Service Road No. 2, for a POINT OF BEGINNING; thence continue South 88°59'40" West parallel to said Fatio Grant line 398.15 feet to the Easterly right of way line of Interstate Highway No. 95; thence along a curve to the right in said right of way line said curve having a radius of 3725.72 feet, a distance of 33.68 feet as measured along a chord bearing North 7°40'58" East to a point of tangency; thence continue along said right of way line North 7°56'30" East 417.63 feet to an intersection with the Northerly right of way line of State Road Department Haul Road (a 50 foot right of way); thence North 86°51'54" East along the Northerly right of way line of said Haul Road 318.65 feet to an intersection with the Westerly right of way line of said Service Road No. 2; thence South 2°13'06" East along said right of way line 457.8 feet to POINT OF BEGINNING, containing 3.71 acres more or less.

DESCRIPTION APPROVED
BY [Signature] ON 7/24/64

(b) That for the purpose of computing the payments to become due Owner under said Contract, the parties agree that while the land eliminated in Sub-Paragraph (a) above contains 3.71 acres, the North 50 feet thereof containing .37 acre was heretofore eliminated from said

Contract in the Third Supplement to said Contract so that the net area to be eliminated is 3.34 acres.

2. That Owens-Illinois shall be excused for the remainder of the term of said Contract from purchasing any timber or making any rental or other payments to Owner with respect to said 3.34 acres.

3. Because of the elimination of said 3.34 acres in St. Johns County, the acreage of Cummer Land Company (formerly Cummer Lime and Manufacturing Company) in St. Johns County, Florida is reduced from 21,577.48 to 21,574.14 acres; the acreage of Cummer Land Company in Baker County remains the same as stated in the Eighth Supplement viz., 18,639.54, and the acreage of The Cummer Company's (formerly Cummer Sons Cypress Company) lands in St. Johns County, Florida, remains the same as stated in the Eighth Supplement viz., 7,290.43 acres.

4. That Paragraph 5 of said Contract shall be, and the same is hereby revoked, cancelled and stricken from said Contract, and in lieu thereof there is inserted and substituted a new Paragraph 5 as follows:

"5. Area of Lands. It is hereby stipulated and agreed that the lands have an area of 47,504.11 acres subject to this Contract; in the computation of such area, rights-of-way for railroads, paved highways, telephone and telegraph intercity lines and power transmission lines have been excluded."

5. That the last sentence of Paragraph 12 (a) of said Contract shall be, and the same is hereby revoked, cancelled, and stricken from said Contract, and in lieu thereof there is inserted and substituted a new last sentence of Paragraph 12 (a) as follows:

"The timber cruise of the lands heretofore made by Owens-Illinois shows the volume of the merchantable timber on the lands to be 107,803 cords, and this shall be deemed to be the volume of such timber now standing and growing upon the lands, unless Owner, within the time and under the terms herein provided, shall cause such additional cruise to be made as above provided."

6. The amendments referred to herein in this Ninth Supplement to Contract shall be and become effective as of May 29, 1969. Except as herein amended and modified, the said Contract of December 28, 1959, as heretofore amended and modified by the said first eight supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument, in duplicate, as of the 29th day of May,



(Corporate Seal)

CUMMER LAND COMPANY

W. W. Cummer
By _____
W. W. Cummer, President

ATTEST:

D. Lee Cawley
D. Lee Cawley, Secretary

THE CUMMER COMPANY

By W. W. Cumber
W. W. Cumber, Vice President



D. Lee Cawley
D. Lee Cawley, Secretary

Signed, sealed and delivered
in the presence of:

A. C. Boyd
W. W. Cumber
As to Cumber Land Company and
The Cumber Company

OWENS-ILLINOIS, INC.

By W. W. Cumber
Vice President,
Forest Products Division



A. C. Boyd
A. C. Boyd, Assistant Secretary

Signed, sealed and delivered
in the presence of:

W. W. Cumber
W. W. Cumber
As to Owens-Illinois, Inc.

STATE OF FLORIDA)
:
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. CUMMER and D. LEE CAWLEY, as President and Secretary respectively of CUMMER LAND COMPANY, a corporation, and W. W. CUMMER and D. LEE CAWLEY, as Vice President and Secretary respectively of THE CUMMER COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County last aforesaid, this 20th day of January, 1969.



[Signature]
Notary Public
My Commission Expires: July 1, 1970
Notary Public, State of Florida at Large
My Commission Expires July 1, 1970
Sponsored by American Fire & Casualty Co.
FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
JUL 19 10 28 AM '69
[Signature]
CLERK CIRCUIT COURT

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared [Signature] and A. C. BOYD, as Vice President Forest Products Division and Assistant Secretary respectively of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 16th day of June, 1969.



[Signature]
Notary Public
My Commission Expires:
BEVERLY BACON
Notary Public, Lucas County, Ohio
My Commission Expires May 14, 1970

NOTICE OF CONTRACT

TO ALL PERSONS, FIRMS OR CORPORATIONS DEALING WITH THE
PROPERTY HEREINAFTER DESCRIBED:

Notice is hereby given that effective the 1st day of January, A. D. 1960, a contract was entered into by and between CUMMER LIME AND MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida, and CUMMER SONS CYPRESS COMPANY, a corporation organized and existing under the laws of the State of Florida, Barnett National Bank Building, Jacksonville, Florida (wherein they were referred to and called "Owner"), parties of the first part, and OWENS-ILLINOIS GLASS COMPANY, a corporation organized and existing under the laws of the State of Ohio, post office address 405 Madison Avenue, Toledo 4, Ohio, (wherein it was also referred to and called "Owens-Illinois"), party of the second part, said contract being for the sale, cutting and removal of timber from the lands described in Schedule "A" hereof, and other rights and privileges more fully in said contract provided, said lands being located in Baker and St. Johns Counties, State of Florida.

Said contract shall commence on the 1st day of January, 1960, and continue for a term and period expiring on the 31st day of December, 2025.

Said contract contains an option to purchase in favor of Owens-Illinois in the event Owner desires to sell or otherwise dispose of said property or any part thereof.

Owner has put Owens-Illinois into possession of the said property.

This Notice of Contract is executed co-extensive with said Contract and is signed by the parties of the first part; and any and all persons, firms or corporations dealing with said property and the oil, gas and minerals therein will please take notice of the existence of said Contract and all the terms and conditions of the same. Reference must be made to said Contract, and said Contract shall be binding upon all persons claiming any rights in and to said lands at this time,-or who shall acquire any rights thereto hereafter.

IN WITNESS WHEREOF, the parties of the first part have executed this Notice of Contract as of the 28th day of December, A. D. 1959.

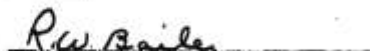
CUMMER LIME AND MANUFACTURING COMPANY

By


W. W. Cummer, President

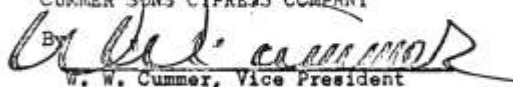
(Corporate Seal)

ATTEST:


R. W. Bailey, Secretary


CUMMER SONS CYPRESS COMPANY

By




W. W. Cummer, Vice President

(Corporate Seal)

ATTEST:


R. W. Bailey, Secretary

Signed, sealed and delivered
in the presence of:

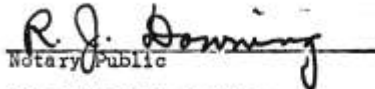


As to Cummer Lime and Manu-
facturing Company and Cummer
Sons Cypress Company

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. CUMMER and R. W. BAILEY, as President and Secretary, respectively, of CUMMER LIME AND MANUFACTURING COMPANY, a corporation, and W. W. CUMMER and R. W. BAILEY, as Vice President and Secretary, respectively, of CUMMER SONS CYPRESS COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations; and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville,
State and County last aforesaid, this 28th day of December,
A. D. 1959.


Notary Public

(Notarial Seal)

My commission expires:

Notary Public, State of Florida
My commission expires Oct. 13, 1961
Bundled by National Safety Co.

(Note: Tenth Supplement is "Exhibit A"
of this document)

TENTH SUPPLEMENT TO CONTRACT

(Re-execution) .

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Lime and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, hereinafter called "Owner," by Indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601 (formerly Owens-Illinois Glass Company), hereinafter called "Owens-Illinois," which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969, and December 23, 1969, ten Supplements to said Contract have been executed by the parties thereto, said contract as so amended and supplemented being hereinafter called the "Contract," and

WHEREAS, Paragraph 5 of the Tenth Supplement to the Contract, dated December 23, 1969, provides that it shall be binding upon the parties only if Owens-Illinois shall on or before February 28, 1970, complete the assignment contemplated under such Tenth Supplement and CONTAINER CORPORATION OF AMERICA, a corporation organized and existing under the laws of the State of Delaware, One First National Plaza, Chicago, Illinois, hereinafter called "Container," shall accept such assignment and agree to be bound by the terms, conditions and provisions of the Contract, in which event, if requested by Owens-Illinois or Container, said Tenth Supplement would be re-executed by the parties thereto and by Container; and

WHEREAS, Owens-Illinois on December 30, 1969, completed such assignment contemplated under the Tenth Supplement and Container on such date accepted such assignment and agreed to be bound by the terms, conditions and provisions of the Contract, including said Tenth Supplement, of which assignment Owens-Illinois gave Owner prompt notice; and

WHEREAS, it is the mutual desire and it is to the mutual advantage of the parties to the Tenth Supplement and Container to re-execute the Tenth Supplement as provided in Paragraph 5 thereof:


NOW, THEREFORE, the said parties and Container, for and in consideration of the premises and the mutual covenants therein and herein contained, hereby re-execute the Tenth Supplement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, such re-execution to be deemed effective as of December 30, 1969.


IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed in its corporate name by its duly authorized officers, and its corporate seal to be hereunto affixed as of the 30th day of December, 1969.

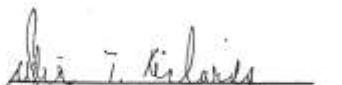
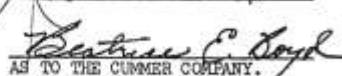
Signed, Sealed and Delivered
in the Presence of:

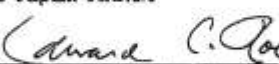


AS TO CUMMER LAND COMPANY.

CUMMER LAND COMPANY
By 
(Edward C. Roe) Vice President

Attest with Corporate Seal:

(D. Lee Cawley) Secretary



AS TO THE CUMMER COMPANY.

THE CUMMER COMPANY
By 
(Edward C. Roe) President

Attest with Corporate Seal:

(D. Lee Cawley) Secretary

"OWNER"

OWENS-ILLINOIS, INC.

J. M. Cox, Jr.
(J. M. Cox, Jr.) Vice President

Attest with Corporate Seal:

A. C. Boyd
(A. C. Boyd) Assistant Secretary

"OWENS-ILLINOIS"

CONTAINER CORPORATION OF AMERICA

E. K. Meier
By E. K. Meier
~~Executive~~ Senior Vice President

Attest with Corporate Seal:

E. K. Meier
(E. K. Meier) Secretary

"CONTAINER"

STATE OF FLORIDA }
COUNTY OF DUVAL } ss.

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared EDWARD C. ROE and D. LEE CAWLEY, as Vice President and Secretary, respectively, of CUMMER LAND COMPANY, a corporation, and EDWARD C. ROE and D. LEE CAWLEY, as President and Secretary, respectively, of THE CUMMER COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County aforesaid, this 4th day of February, 1970.

(Notarial Seal)

[Signature]
Notary Public, State of Florida
at Large.

My commission expires: 7-1-1970

STATE OF OHIO }
COUNTY OF LUCAS } ss.

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared T. M. Cox, Jr., and A. C. Boyd, as Vice President and Assistant Secretary, respectively, of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 21st day of January, 1970.

(Notarial Seal)


Notary Public

My commission expires: BEVERLY CAGON
Notary Public - Lucas County, Ohio
My Commission Expires May 17, 1977

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared F. J. Conzelmann and E. K. Meier, as ~~Vice President~~ Vice President, and Secretary, respectively, of CONTAINER CORPORATION OF AMERICA, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Chicago, State and County last aforesaid, this 2nd day of February, 1970.

(Notarial Seal)


Notary Public

My commission expires: 10-17-1970

Exhibit "A"

TENTH SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Line and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "Owner," by Indenture dated December 28, 1959, entered into a Contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601 (formerly Owens-Illinois Glass Company), party of the second part, hereinafter called "Owens-Illinois," which Contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, and May 29, 1969 nine Supplements to said Contract have been executed by the parties thereto, said contract as so amended and supplemented being hereinafter called the "Contract;" and

WHEREAS, it is mutual desire and it is to the mutual advantage of the parties to further amend and supplement the Contract in the particulars hereinafter set forth:

NOW, THEREFORE, the said parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which is hereby acknowledged, do by these presents further amend and supplement the

Contract in the manner following, and do by these presents agree as follows:

1. Paragraph 16 of the Contract is hereby deemed deleted in its entirety, and the following is hereby substituted therefor:

16. Right of First Refusal.

(a) In the event that Owner shall desire to sell and convey the Lands which comprise that portion of Parcel I situated in Baker County, Florida, or any part thereof or any interest therein, he shall submit to Owens-Illinois an offer in writing setting forth the price and terms upon which he is willing to make such sale, and Owens-Illinois shall have the continuing right to accept such offer at any time during a period of three (3) months from the date of its receipt by Owens-Illinois at the price and upon the terms set forth in such offer, or, at the further option of Owens-Illinois, for cash. In the event that Owens-Illinois shall fail, neglect, or refuse to accept such offer within such time limit, Owner may sell and convey such portion of the Lands, or such part thereof or interest therein, or enter into a contract for the sale and conveyance thereof, at any time within one (1) year from the date of the delivery of the aforesaid offer to Owens-Illinois, but only at a price not less and upon terms not less favorable to Owner than the price and terms offered to Owens-Illinois. Only that part of or interest in such portion of the Lands (if less than the whole) which was the subject of the aforesaid offer to Owens-Illinois may be so

sold. After the expiration of one year from the date of the giving of such offer to Owens-Illinois, Owner shall not sell such portion of the Lands, or any part thereof, or any interest therein, without again submitting another offer to Owens-Illinois, who shall thereupon have the same rights as are set out above.

(b) In the event that Owner shall desire to sell and convey the Lands which comprise that portion of Parcel I situated in St. Johns County, Florida, or the Lands which comprise Parcel II, or any part thereof, or any interest therein, he shall submit to Container Corporation of America (hereinafter called "Container") an offer in writing setting forth the price and terms upon which he is willing to make such sale, and Container shall have the continuing right to accept such offer at any time during a period of three (3) months from the date of its receipt by Container at the price and upon the terms set forth in such offer, or, at the further option of Container, for cash. In the event that Container shall fail, neglect, or refuse to accept such offer within such time limit, the Owner may sell and convey such portion of the Lands, or such part thereof or interest therein, or enter into a contract for the sale and conveyance thereof, at any time within one (1) year from the date of the delivery of the aforesaid offer to Container, but only at a price not less and upon terms not less favorable to Owner than the price and terms offered

to Container. Only that part of or interest in such portion of the Lands (if less than the whole) which was the subject of the aforesaid offer to Container may be so sold. After the expiration of one year from the date of the giving of such offer to Container, Owner shall not sell such portion of the Lands, or any part thereof, or any interest therein, without again submitting another offer to Container, who shall thereupon have the same rights as are set out above.

(c) Owner agrees, and warrants and represents, that all the shareholders of The Cumber Company have agreed, that all the capital stock of such corporation, whether now or hereafter issued, shall be and remain subject to the same option to purchase as contained in subparagraph 16 (b) set out above, and have caused all such stock certificates now outstanding to be endorsed on the face thereof, in bold type, with the following:

This stock is subject to option to purchase in favor of Container Corporation of America, One First National Plaza, Chicago, Illinois, in accordance with Contract dated 28th day of December 1959, as amended.

Owner agrees, and warrants and represents, that all the shareholders of The Cumber Company have agreed, that all such stock certificates which may be hereafter issued will, at time of issue, have stamped upon the face thereof such notice of Container's option to purchase, viz:

This stock is subject to option to purchase

in favor of Container Corporation of America, One First National Plaza, Chicago, Illinois, in accordance with Contract dated 28th day of December, 1959, as amended.

In the event of the dissolution of The Cummer Company, the shareholders shall hold the title to the Lands thereof subject to the option to purchase in favor of Container herein in subparagraph 16 (b) contained.

(d) Owner agrees, and warrants and represents that all the shareholders of Cummer Land Company have agreed, that all the capital stock of such corporation, whether now or hereafter issued, shall be and remain subject to option to purchase in favor of Owens-Illinois and Container, share and share alike. Accordingly, the shareholders of Cummer Land Company have caused all such stock certificates now outstanding to be endorsed on the face thereof, in bold type, with the following:

This stock is subject to option to purchase in favor of Owens-Illinois, Inc., P. O. Box 1035, Toledo, Ohio, and Container Corporation of America, One First National Plaza, Chicago, Illinois, in accordance with Contract dated 28th day of December 1959, as amended.

Owner agrees, and warrants and represents that the shareholders of Cummer Land Company have agreed, that all such stock certificates which may be hereafter issued will, at time of issue, have stamped upon the face thereof such notice of Owens-Illinois' and Container's option to purchase, viz:

This stock is subject to option to purchase in favor of Owens-Illinois, Inc., P. O. Box 1035, Toledo, Ohio, and Container Corporation of America, One First National Plaza, Chicago, Illinois, in accordance with Contract dated 28th day of December 1959, as amended.

In the event that any or all of the shareholders of Cummer Land Company shall desire to sell their stock, or any part thereof, or interest therein, they shall deliver to Owens-Illinois and to Container a joint offer in writing setting forth the price and terms upon which they are willing to make such sale. Owens-Illinois and Container shall share the option rights with respect to this offer in equal proportion and shall exercise this option, if at all, subject to the terms set out above in subparagraphs 16 (a) and (b) hereof, except that either Owens-Illinois or Container may assign its share of these option rights to the other.

Container and Owens-Illinois shall notify each other within a period of two (2) months from date of receipt of any such offer of its acceptance or rejection thereof with respect to one-half of such stock, and each shall indicate its intention with respect to the balance of such stock in the event the other party shall reject the same. If either Container or Owens-Illinois shall fail or refuse to so notify the other within such time period, such failure or refusal as between Container and Owens-Illinois shall be deemed a rejection. If either Container or Owens-Illinois shall notify the other of its acceptance of the offer within the time period above provided, each shall so

notify the offeror and shall be obligated to the other to complete the purchase of its respective portion of the stock. If either Container or Owens-Illinois shall notify the other that it accepts the offer as to one-half of the stock being offered, but is unwilling to purchase the remaining one-half, the offer may be accepted only if either or both shall agree to purchase the whole, unless the offeror shall otherwise agree. In the event of the dissolution of Cumber Land Company, the shareholders shall hold the title to the Land thereof subject to the option to purchase in favor of Owens-Illinois and Container herein in subparagraphs 16 (a) and (b) contained.

(c) Nothing hereinabove in this paragraph 16 shall be taken or construed as preventing a transfer of the stock of Owner, or either of them, with or without valuable consideration, by the present stockholders of Owner, their lineal descendants, and/or the respective spouse or spouses of such stockholders or of such lineal descendants, to any other of such persons, or to a trust for the use and benefit of any of such persons, or to the corporation which issued such stock where such stock will thereupon be fully redeemed, retired and cancelled, without offering to sell and convey such stock in Owner to Container and/or Owens-Illinois as their respective interests above appear. In addition, nothing hereinabove in this paragraph 16 shall be taken or construed as preventing a conveyance of said Lands, or any part thereof, or of an undivided interest therein, with or without valuable consideration, by either Owner to the other, or, following dissolution of either Owner, by the then stockholders thereof, their lineal descendants,

and/or the respective spouse or spouses of such stockholders or of such lineal descendants, to any other of such persons, or to a trust for the use and benefit of any of such persons, without offering to sell and convey the Lands, or part thereof, or interest therein, to Container and/or Owens-Illinois as their interests above appear. The aforesaid provisions shall be binding upon each and every person who shall acquire the title to or any interest in the Lands, or any part thereof, or any stock of Owner or any interest in such stock, by devise or descent, or who shall otherwise acquire the title to or interest in the Lands or stock, without the Lands or part thereof or interest therein or stock being offered to Container in the case of The Cumber Company, or to Owens-Illinois and to Container in the case of Cumber Land Company, as hereinabove provided. The options hereby granted to Container and Owens-Illinois shall continue and remain in full force during the lives of those persons who were officers of Owner, or either of them, on December 28, 1959, and the lineal descendants of said officers of Owner then living, and until twenty-one (21) years after the death of the last survivor of them, or until the termination of this Contract, whichever period shall be the lesser. Any sale or conveyance made by Owner, or any person claiming by, through or under it, shall be subject to the terms and provisions of this Contract.

2. The parties hereto stipulate that as of this date the total cord backlog of credits (pine equivalents) of wood paid for but not cut for that portion of Parcel I situated in St. Johns County, Florida, and for all of Parcel II is 363,779.71 cords and that, following receipt of the payment due under the Contract on January 10, 1970, such cord backlog will be increased by 28,864.57 cords to a total of

392,644.28 cords, subject to reduction for any cords cut from such St. Johns County Lands from and after the date hereof but prior to January 10, 1970.

3. It is Owens-Illinois' intention to assign to Container Corporation of America (hereinafter called "Container") on or before February 28, 1970 all its right, title and interest in the Contract in so far as it relates to the 21,574.14 acres in Parcel I situated in St. Johns County, Florida, and all of Parcel II, constituting a total of 28,864.57 acres, together with 93.55 additional acres for which payment to Owner has been from time to time excused. Under the terms of such assignment, Container would assume and agree to perform the obligations of Owens-Illinois under the Contract with respect to such St. Johns County Lands. Owner agrees that from and after the date of such assignment, of which Owens-Illinois agrees to give Owner prompt notice,

(a) The Baker County portion and the St. Johns County portion of the Contract shall be deemed to constitute two separate contracts respectively for all purposes.

(b) Owner will look solely to Owens-Illinois for all payments and other obligations arising either before or after such date with respect to that portion of Parcel I of the Lands situated in Baker County, Florida.

(c) Owner will look primarily to Container for all payments and other obligations arising after such date with respect to that portion of Parcel I of the Lands situated in St. Johns County, Florida, and all of Parcel II.

(d) A default by Owens-Illinois on or after date hereof on any obligations with respect to the Baker County Lands

shall neither give Owner a right to terminate, nor otherwise affect, Container's leasehold or contractual rights with respect to the St. Johns County Lands. Similarly, a default by Container on or after date of such assignment of any obligation with respect to the St. Johns County Lands shall neither give Owner a right to terminate, nor otherwise affect, Owens-Illinois' leasehold or contractual rights with respect to the Baker County Lands.

The parties hereto specifically agree and stipulate that the Sixth Supplement to the Contract, and, without limiting the generality of the foregoing, the following portion thereof, shall remain in full force and effect and that nothing contained herein is intended to limit or amend Owens-Illinois' liability thereunder as an assignor until such time as Owens-Illinois shall be released from said liability in accordance with the terms thereof:

Notwithstanding said assignment, Owens-Illinois, during the first ten years immediately following the effective date of said assignment, shall continue to be liable to Owner in addition to the liability of Owens-Illinois' assignee for the payment of all sums due and to become due Owner under said Contract during said ten-year period; at any time after the end of said ten-year period, Owner, upon written request of Owens-Illinois, shall in writing release Owens-Illinois of all liability under said Contract insofar as the St. Johns County, Florida, land is concerned, if in the opinion of Owner said assignee has demonstrated to Owner's reasonable satisfaction its ability to fully perform all of the obligations of Owens-Illinois under said Contract, insofar as such obligations pertain to said St. Johns County Land. Owner shall not arbitrarily withhold releasing Owens-Illinois, if at the time said release is requested of Owner, assignee's net worth is sufficient that a prudent person would enter into a contract with the assignee as to the St. Johns County Land similar to the Contract dated December 28, 1959. In the event a dispute shall arise between Owner and Owens-Illinois as to whether Owens-Illinois is entitled to be released from its liability as to said St. Johns County Land, as in this Supplement provided, then said dispute shall be settled by arbitration as provided in Para-

graph 23 of said Contract dated December 28, 1959, except that the three arbitrators shall be the Trust Officers of the then three largest banks in Jacksonville, Florida, based upon the bank statements last published prior to the institution of said arbitration proceedings, and except should one of the arbitrators (Trust Officers) fail, for any reason, to serve, then his successor shall be selected by the two remaining Trust Officers. The right of Owens-Illinois to be released at the expiration of ten years, as aforesaid, is a continuing right, and Owner's refusal to release shall be no bar to Owens-Illinois thereafter requesting its release.

4. Owner agrees and represents, for the benefit of Container, that as of this date the Contract is in full force and effect in accordance with its original terms and conditions except as supplemented and modified by the terms and conditions of the nine Supplements referred to above, plus this Tenth Supplement, and that Owens-Illinois is not in default in the performance of any of the terms or provisions of the Contract.

5. This Tenth Supplement shall be binding upon the parties if and only if Owens-Illinois shall complete the assignment contemplated hereunder and Container shall accept such assignment and agree to be bound by the terms, conditions and provisions of the Contract, as supplemented, including this Tenth Supplement, on or before February 28, 1970. Upon Container's acceptance of such assignment, it is agreed that Container's assumption of Owens-Illinois' obligations under the Contract, relating to the St. Johns County Lands, shall run to and shall be enforceable by Owner, and upon such acceptance, Container shall be deemed a party to this Tenth Supplement. In event of completion of such assignment, Owner agrees, further, to execute such other documents, if any, as may be reasonably requested by Owens-Illinois or Container in order to implement and transfer the property rights which are the subject thereof, including the re-execution of this Tenth Supplement by the parties hereto and by Container. Except as herein amended and modified, the said Contract of December 28, 1959, as heretofore

amended and modified by the said first nine supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed in its corporate name, by its duly authorized officers, and its corporate seal to be hereunto affixed as of the 23 day of December, 1969.

Signed, Sealed and Delivered
in the Presence of:

William D. Spivey
B. L. Hanson

AS TO CUMMER LAND COMPANY.

CUMMER LAND COMPANY

By Edward C. Roe
(Edward C. Roe) Vice President

ATTEST With Corporate Seal:

D. Lee Cawley
(D. Lee Cawley) Secretary

William D. Spivey
B. L. Hanson

AS TO THE CUMMER COMPANY

THE CUMMER COMPANY

By Edward C. Roe
(Edward C. Roe) President

ATTEST With Corporate Seal:

D. Lee Cawley
(D. Lee Cawley) Secretary

"OWNER"

C. E. Nielsen
H. B. Trischler

AS TO OWENS-ILLINOIS, INC.

OWENS-ILLINOIS, INC.

By T. M. Cox, Jr.
Vice President, (T. M. Cox, Jr.)
~~Executive Vice President~~

ATTEST With Corporate Seal:

A. C. Boyd
(A. C. Boyd) Assistant Secretary

"OWENS-ILLINOIS"

STATE OF FLORIDA))
 ss.
COUNTY OF DUVAL))

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared EDWARD C. ROE and D. LEE CAWLEY, as Vice President and Secretary, respectively, of CUMMER LAND COMPANY, a corporation, and EDWARD C. ROE and D. LEE CAWLEY, as President and Secretary, respectively, of THE CUMMER COMPANY, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seals of said corporations and that the execution of said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Jacksonville, State and County aforesaid, this 23rd day of December, 1969.

(Notarial Seal)

B. L. Hanson
Notary Public, State of Florida at
Large. Notary Public, State of Florida at Large
My commission expires Aug. 24, 1973
My commission expires: _____

STATE OF OHIO))
 ss.
COUNTY OF LUCAS))

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared T. M. Cox, Jr. and A. C. BOYD, as Vice President, ~~President and Secretary~~ and Assistant Secretary, respectively, of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 30th day of December, 1969.

(Notarial Seal)

Beverly Bacon
Notary Public
My commission expires: BEVERLY BACON
Notary Public, State of Ohio, Ohio
My Commission Expires May 27, 1973

ELLEVETH SUPPLEMENT TO CONTRACT

WHEREAS, Cummer Land Company, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Lime and Manufacturing Company) whose current address is Suite G-18, IBM Building, 815 South Main Street, Jacksonville, Florida 32207, hereinafter called "Owner", and The Cummer Company, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company), whose current address is Suite G-18, IBM Building, 815 South Main Street, Jacksonville, Florida 32207, by Indenture dated December 28, 1959, entered into a Contract with Owens-Illinois, Inc., a corporation organized and existing under the laws of the State of Ohio, whose current address is Post Office Box 1035, Toledo, Ohio 43666 (formerly Owens-Illinois Glass Company), hereinafter called "Owens-Illinois", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns counties, Florida; and

WHEREAS, by Indenture dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 23, 1969 (re-executed as of December 30, 1969) ten supplements and amendments to said Contract have been executed by the parties thereto, which, in said Tenth Supplement to Contract, added as a party thereto, but solely as to land in St. Johns County, Florida, Container Corporation of America, a corporation organized and existing under the laws of the State of Delaware, One First National Plaza, Chicago, Illinois 60670, hereinafter called "Container", said Contract as so supplemented and amended being hereinafter called the "Contract"; and

WHEREAS, The Cummer Company has heretofore assigned all of its right, title and interest under the Indenture, to the lands covered thereunder, to Cummer Land Company; and

WHEREAS, certain disputes have arisen between the parties which have resulted in notification of arbitration and litigation among the parties with respect to the Contract; and

WHEREAS, the parties believe that it is in the best interest of each party to resolve the disputes without further formal arbitration or litigation and that a period of six months for such purpose will be useful and helpful in endeavoring to resolve such disputes, including negotiations with respect to the events contemplated by paragraph 16 of the Contract.

NOW, THEREFORE, the parties, for and in consideration of the premises, do further amend and supplement said Contract in the manner following, and do by these presents agree:

1. For the calendar year 1979, the payment required by paragraph 6(b) of the Contract, to be made on or before January 10, shall not be due and payable until July 10, 1979.

2. For a period of six months the parties agree that the arbitration notification and litigation proceedings will be held in abeyance, for the express purpose of allowing the parties such period to attempt to resolve such disputes by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the 4th day of January, 1979.

Signed, sealed and delivered
in the presence of:

Leonard Lee
Robert M. Fane
AS TO CUMMER LAND COMPANY

CUMMER LAND COMPANY

by W. H. Cummer
President

Attest with Corporate Seal:

D. L. Cawley
Secretary

("OWNER")

William B. Brown
James L. L.
AS TO OWENS-ILLINOIS

OWENS-ILLINOIS, INC.

By C. D. Williams
Vice President,
Forest Products Division

Attest with Corporate Seal:

W. C. S. S.
Assistant Secretary

("OWENS-ILLINOIS")

Chas. G. G.
Nancy P. G.
AS TO CONTAINER

CONTAINER CORPORATION OF
AMERICA

William J. G.
BY

Attest with Corporate Seal:

H. C. G.
Secretary

("CONTAINER")

STATE OF FLORIDA)
)SS:
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared W. W. CUMMER and D. LEE CAWLEY, as President and Secretary, respectively, of CUMMER LAND COMPANY, a corporation, to me well known to-be th persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they are authorized to execute said instrument; that they affixed thereto the corporate seal of said corporation and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Jacksonville, State and County aforesaid, this 9th day of January, 1979.

(Notarial Seal)

Bethune C. G.
Notary Public, State of Florida
at Large.

My Commission expires: Sept. 5, 1980

Notary Public, State of Florida at Large
My Commission expires Sept. 5, 1980

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared C. P. Nielsen and A. C. Boyd, as Vice President, Forest Products Division, and Assistant Secretary, respectively, of OWENS-ILLINOIS, INC., a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Toledo, State and County last aforesaid, this 4th day of January, 1979.

(Notarial Seal)

Anne M. Thiemman
Notary Public

My Commission expires: 1-17-83

ANNE M. THIEMMAN
Notary Public - State of Ohio
My Commission Expires Feb. 17, 1983

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared William H. Richards and H. Arvid Johnson, as ^{Senior} ~~Vice President~~ and ~~Secretary~~, respectively, of CONTAINER CORPORATION OF AMERICA, a corporation, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily as such officers for the purposes therein expressed; that they affixed thereto the corporate seal of said corporation; and that the execution of said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Chicago, State and County last aforesaid, this 5th day of January, 1979.

(Notarial Seal)

Thomas J. Berlin
Notary Public

My commission expires: 8-11-79

C-74

FIRST CONTAINER SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Lime and Manufacturing Company), Barnett Bank Bldg., Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company), Barnett Bank Bldg., Jacksonville, Florida, parties of the first part, hereinafter called "OWNER", by Indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio, 43601, (formerly Owens-Illinois Glass Company), hereinafter called "OWENS-ILLINOIS", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1972, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 23, 1969, ten Supplements to said contract had been executed by and between OWNER and OWENS-ILLINOIS, and

WHEREAS, OWENS-ILLINOIS made a partial assignment of its interests in said contract as supplemented to CONTAINER CORPORATION OF AMERICA by an assignment dated December 30, 1969 and by Agreement of Purchase and Assignment dated December 30, 1969, CONTAINER CORPORATION OF AMERICA being party of second part hereto, hereinafter called "CONTAINER", said partial assignment involving 21,574.14 acres of CUMMER LAND COMPANY and 7,290.43 acres of THE CUMMER COMPANY, all in St. Johns County, Florida, and

WHEREAS, it is the mutual desire and to the mutual advantage of CONTAINER and OWNER to further amend and supplement the Contract (as pertains to the portion thereof assigned to CONTAINER) in the particulars hereinafter set forth:

NOW, THEREFORE, the parties, for and in consideration of the sum of One Dollar and other valuable considerations to each this day in hand paid by each to the other, the receipt of which is hereby acknowledged, do by these presents further amend and supplement the Contract in the particulars hereinafter set forth:

1a. There shall be eliminated from said contract 2.66 acres of land contained in a grant of easement dated September 10, 1970, given by CUMMER LAND COMPANY, joined by CONTAINER CORPORATION OF AMERICA and CONTINENTAL OIL COMPANY to JACKSONVILLE ELECTRIC AUTHORITY, recorded inadvertently in Official Records Volume 3173, Pages 508-512, of the current public records of Duval County, Florida, said lands being located in St. Johns County, Florida, and being described as follows:

That part of: The South $\frac{1}{2}$ of Sections 4 and 5, Township 5 South, Range 28 East, lying Westerly of State Road 9 (I-95); lying within 20 feet Southerly and 20 feet Westerly of the following described line: Commence on the South line of said Section 4 at a point 915.12 feet North 89° 04' 38" East from the Southwest corner of said Section 4, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of North 01° 21' 53" East, run Northerly along said curve through a central angle of 9° 18' 03" a distance of 1240.12 feet to a point; thence South 82° 03' 50" West 150 feet for a point of beginning; from said points of beginning continue South 82° 03' 50" West, 585 feet to a point, said point being at the beginning of a curve concave to the Westerly and having a radius of 6904.44 feet; thence from a tangent bearing of North 07° 56' 10" West, run Northerly along said curve through a central angle of 8° 22' 59" a distance of 1010.20 feet to the end of the line being herein described.

That part of: The South $\frac{1}{2}$ of Section 4, Township 5 South, Range 28 East, lying Easterly of State Road 9 (I-95); lying within 20 feet Northerly and 20 feet Easterly of the following described line: Commence on the South line of said Section 4 at a point 915.2 feet North 89° 04' 38" East from the Southwest corner of said Section 4, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of North 01° 21' 53" East, run Northerly along said curve through a central angle of 8° 31' 39" a distance of 1137.01 feet to a point; thence North 82° 50' 14" East, 150 feet for a point of beginning; from said point of beginning continue North 82° 50' 14" East, 585 feet to a point, said point being on a curve concave to the Westerly and having a radius of 8374.44 feet; thence from a tangent bearing of South 07° 09' 46" East, run Southerly along said curve through a central angle of 07° 14' 38" a distance of 1058.77 feet to the end of the line being herein described.

That part of: The South $\frac{1}{2}$ of Section 4, Township 5 South, Range 28 East, lying Easterly of State Road 9 (I-95); lying within 10 feet on each side of the following described center line: Commence on the South line of said Section 4 at a point 915.12 feet North 89° 04' 38" East from the Southwest corner of said Section 4, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of North 01° 21' 53" East, run Northerly along said curve through a central angle of 8° 31' 39" a distance of 1137.01 feet to a point; thence North 82° 50' 14" East, 434.92 feet; thence North 03° 37' 16" West, 20 feet for the point of beginning of this center line description; from said point of beginning continue North 03° 37' 16" West, 674.08 feet to the end of this center line description.

That part of: The South $\frac{1}{2}$ of Section 4, Township 5 South, Range 28 East, lying Easterly of State Road 9 (I-95); lying within 10 feet on each side of the following described center line: Commence on the South line of said Section 4 at a point 915.12 feet North 89° 04' 38" East from the Southwest corner of said Section 4, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of North 01° 21' 53" East, run Northerly along said curve through a central angle of 8° 31' 39" a distance of 1137.01 feet to a point; thence North 82° 50' 14" East, 434.92 feet; thence North 03° 37' 16" West, 634.08 feet; thence South 64° 03' 24" West, 100 feet for the point of beginning of this center line description; from said point of beginning run North 64° 03' 24" East, 1569.75 feet to the end of this center line description.

That part of: The West $\frac{1}{2}$, South of County Road 5, in Section 4, Township 5 South, Range 28 East, lying East and within 25 feet (except the West 5' thereof) of a survey line described as follows: Commence on the South boundary of the Northwest $\frac{1}{4}$ of Section 4, Township 5 South, Range 28 East, at a point 25 feet West from the Southeast corner thereof, run thence South 00° 17' 24" East 252.91 feet to the point of beginning, run thence North 00° 17' 24" West 2239.48 feet to the South boundary of the existing 66-foot right of way for County Road No. 5

said lands containing a total of 2.66 acres. Although such 2.66 acres is hereby eliminated from said contract, CONTAINER shall continue to return said acreage for agricultural assessment and pay the ad valorem taxes levied thereon, if any.

1b. There shall be eliminated from said contract 19.94 acres of land contained in Declaration of Taking dated November 14, 1969, filed in the U. S. District Court for the Middle District of Florida on January 27, 1970, Case No. 70-43 Civ. J against CUMMER LAND COMPANY et al, ^{recorded} in Official Records Volume 163, Pages 395-403, of the current

public records of St. Johns County, Florida, said lands being described as follows:

Parcel 100 (as described in said Order of Taking) being more particularly described as part of the SW $\frac{1}{4}$ of Section 4, Township 5 South, Range 28 East, described as follows: Commence at the South line of said SW $\frac{1}{4}$ at a point 915.12 feet East of the Southwest corner thereof, said point being on the arc of a curve concave Southwesterly with a radius of 7,639.44 feet, thence from a tangent bearing of North 1 $^{\circ}$ 21' 53" East, Northeasterly 171.16 feet along said curve through a central angle of 1 $^{\circ}$ 17' 01", thence South 89 $^{\circ}$ 55' 08" East 350 feet to the point of beginning, said point being on the arc of a curve concave Southwesterly with a radius of 7,989.44 feet, thence from a tangent bearing of North 0 $^{\circ}$ 04' 52" East, Northerly 798.58 feet along said curve through a central angle of 5 $^{\circ}$ 38' 17", thence South 84 $^{\circ}$ 25' 35" West 200 feet, to a point on a curve concave Southwesterly with a radius of 7,789.44 feet, thence from a tangent bearing of North 5 $^{\circ}$ 34' 25" West Northwesterly 216.05 feet along said curve through a central angle of 1 $^{\circ}$ 35' 21", thence North 82 $^{\circ}$ 50' 14" East 585 feet to a point on a curve concave Southwesterly with a radius of 8,374.44 feet, thence from a tangent bearing South 7 $^{\circ}$ 00' 46" East, Southeasterly 1050.77 feet along said curve through a central angle of 7 $^{\circ}$ 14' 38", thence North 89 $^{\circ}$ 55' 08" West 585 feet to the point of beginning, containing 10.11 acres, more or less, and

Parcel 101 (as described in said Order of Taking) being more particularly described as part of the SW $\frac{1}{4}$ of Section 4 and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 5 South, Range 28 East, described as follows:

Commence on the South line of said Section 4 at a point 915.12 feet East of the Southwest corner thereof, said point being on the arc of a curve concave Southwesterly with a radius of 7,639.44 feet, thence from a tangent bearing of North 1 $^{\circ}$ 21' 53" East, Northeasterly, along said curve 1,240.12 feet through a central angle of 9 $^{\circ}$ 18' 03", thence South 82 $^{\circ}$ 03' 50" West 350 feet to the Point of Beginning, thence continue South 82 $^{\circ}$ 03' 50" West 385 feet to a point on a curve concave Southwesterly with a radius of 6,904.44 feet, thence from a tangent bearing of North 7 $^{\circ}$ 55' 18" West, Northwesterly 1010.20 feet through a central angle of 8 $^{\circ}$ 22' 59", thence North 73 $^{\circ}$ 40' 51" East 550 feet, thence Northeasterly 100 feet to the Southwesterly 150 feet right of way line of State Road 9 at a point on a curve concave Southwesterly with a radius of 7,489.44 feet, thence from a tangent bearing of South 17 $^{\circ}$ 02' 15" East, Southeasterly along said curve 228.92 feet through a central angle of 1 $^{\circ}$ 45' 45", thence South 74 $^{\circ}$ 42' 50" West 200 feet to a point on a curve concave Southwesterly with a radius of 7,280.44 feet, thence from a tangent bearing of South 15 $^{\circ}$ 17' 10" East, Southeasterly 935.10 feet along said curve through a central angle of 7 $^{\circ}$ 21' 89" to the Point of Beginning. Containing 9.83 acres, more or less.

said lands containing a total of 19.94 acres.

1c. There shall be eliminated from said contract 20 acres of land contained in an unrecorded mining lease dated February 12, 1971, given by CUMMER LAND COMPANY, joined by CONTAINER CORPORATION OF AMERICA to HOUDAILLE-DUVAL-WRIGHT DIVISION OF HOUDAILLE INDUSTRIES, said lands being described as follows:

West one-half ($\frac{1}{2}$) of Lot 10 (660 feet x 1320 feet),
Section 34, Township 6 South, Range 29 East, St.
Johns County, Florida,

said lands containing 20 acres, more or less. Although such 20 acres is hereby eliminated from said contract, CONTAINER shall continue to return said acreage for agricultural assessment and pay the ad valorem taxes levied thereon, if any.

1d. There shall be eliminated from said contract 17.77 acres of land contained in deed dated July 13, 1971, given by CUMMER LAND COMPANY to HARRY E. RINEHART and JANET M. RINEHART, his wife, recorded in Official Records Volume 198, Pages 259-260, of the current public records of St. Johns County, Florida, said lands being described as follows:

Part Section 40, Township 5 South, Range 28 East,
St. Johns County, Florida, more particularly described
as follows:

A portion of Section 40, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: For point of beginning, commence at the Southeasterly corner of that certain property designated as "Schedule A" described and recorded in the public records of said County in O/R Book 151, page 492, located in the Westerly right of way line of Service Road No. 2 (a 66-foot right of way, as established by the State Road Department of Florida), and run South 2 degrees 13 minutes 06 seconds East, along said right of way line, a distance of 1741.20 feet, to a point in the Southerly boundary of said Section 40; run thence South 88 degrees 41 minutes 30 seconds West, along said boundary, a distance of 441.11 feet, to a point in the Easterly right of way line of Interstate Route 95; run thence along said right of way line as follows: First course, North 3 degrees 08 minutes 06 seconds West, a distance of 1134.95 feet to a point; Second course, North 1 degree 57 minutes 00 seconds East a distance of 242.76 feet to a point of curvature; Third course, along the arc of a curve, concave Easterly and having a radius of 3,725.72 feet, a chord distance of 368.36 feet to a point, said point also being the Southwesterly corner of

that certain property described in said O/R Book 151, page 492, the bearing of the aforementioned chord being North 4 degrees 41 minutes 55 seconds East, run thence North 88 degrees 59 minutes 40 seconds East, along the Southerly boundary of said Property, a distance of 397.29 feet to the point of beginning, containing 17.77 acres, more or less.

1e. There shall be eliminated from said contract 5.44 acres of land contained in Deed dated November 5, 1971, given by THE CUMMER COMPANY to STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, recorded in Official Records Volume 205, Pages 157-159, of the current public records of St. Johns County, Florida, said lands being described as follows:

Parcel No. 144; Section 78060-2509; St. Rd. 16;
St. Johns County

That part of:

Lots 3, 4, 5, North of State Road No. 16, Section 26, Township 6 South, Range 28 East, (EXCEPT, Commencing at a point where the Easterly right of way line of State Road 16 intersects the South line of Lot 5 for a Point of Beginning; thence run Northwesterly along said right of way a distance of 963 feet to a point; thence run Northeasterly along an existing fence 475 feet, thence run Southeasterly along an existing fence 1128 feet to the Southeast corner of Lot 5, thence Westerly along the South line of Lot 5, a distance of 437 feet to the Point of Beginning.)

ALSO: Lots 3 and 5, Section 36, Township 6 South, Range 28 East, described as follows: "Beginning on the quarter Section line dividing Lots 2 and 3, said Section 36, a distance of 250.5 feet North of the Southeast corner of Lot 3; run thence South along quarter Section line 353 feet to center of Mill Creek Road; thence North 35° 15' West, a distance of 1,064 feet; thence North 79½° East 624 feet to place of Beginning." ALSO: Government Lot 4, Section 6, Township 7 South, Range 29 East, described as follows:

"Commence at the Northeast corner of said Government Lot 4, thence South 33° 05' West 227.5 feet to the center line of State Road 16, thence North 56° 55' West along center line of said State Road No. 16, a distance of 60 feet, thence North 88° 20' East along North line of said Lot 4, to the Point of Beginning".

ALSO: Commence at the Southeast corner of the SW¼ of the SW¼ of Section 31, Township 6 South, Range 29 East, thence South 88° 20' West, 60 feet, thence North 37° East 99 feet, thence South 76.8 feet to the Point of Beginning.

lying Northeasterly of and within 130 feet of the survey line of State Road 16, Section 78060, said survey line being described as follows:

Begin on the North line of Grant Tract 9, of the Antonio Huertas Grant of Section 38, Township 6 South, Range 28 East, at a point 54.65 feet West of the Northeast corner of said Grant Tract 9, thence run South $47^{\circ} 53' 20''$ East, 59.22 feet to the East line of said Grant Tract 9, at a point 24.08 feet South of the Northeast corner of said Grant Tract 9, thence continue South $47^{\circ} 53' 20''$ East a distance of 2225.87 feet to the beginning of a curve concave to the Northerly and having a radius of 11,459.16 feet; thence run along said curve through a central angle of $6^{\circ} 20' 36''$ a distance of 1268.68 feet to the West line of the G. W. Perpall Grant, (J. M. Bousquet Grant) Section 41, Township 6 South, Range 28 East, (the East line of Government Lot 6, Section 26, said Township and Range) at a point 776.16 feet South of the Northeast corner of said Government Lot 6, thence continue along said curve through a central angle of $04^{\circ} 34' 54''$ a distance of 916.33 feet to the end of curve, thence run South $58^{\circ} 48' 50''$ East a distance of 1958.71 feet to the beginning of a curve concave to the Southwesterly and having a radius of 1909.86 feet, thence run along said curve through a central angle of $16^{\circ} 53' 03''$ a distance of 562.81 feet to the South line of Government Lot 4, Section 25, Township 6 South, Range 28 East (North line of Section 36, said Township and Range) at a point 1270.15 feet East of the Southwest corner of said Section 25, (Northwest corner of said Section 36) thence continue along said curve through a central angle of $5^{\circ} 15' 41''$ a distance of 175.38 feet to the end of curve, thence run South $36^{\circ} 40' 05''$ East a distance of 3442.65 feet to the beginning of a curve concave to the Northerly and having a radius of 5729.58 feet, thence run along said curve through a central angle of $19^{\circ} 21' 15''$ a distance of 1935.42 feet to the end of curve, thence run South $56^{\circ} 01' 20''$ East a distance of 738.39 feet to the East line of said Section 36, at a point 619.95 feet North of the Southeast corner of said Section 36, (West line of Section 31, Township 6 South, Range 29 East, at a point 619.95 feet North of the Southwest corner of said Section 31) thence continue South $56^{\circ} 01' 20''$ East a distance of 1104.16 feet to the South line of said Section 31, (North line of Section 6, Township 7 South, Range 29 East) at a point 904.85 feet East of the Southwest corner of said Section 31 (Northwest corner of said Section 6), thence continue South $56^{\circ} 01' 20''$ East, a distance of 977.75 feet for the end of this survey line description, containing 5.44 acres more or less.

1f. There shall be eliminated from said contract 1.84 acres of land contained in Deed dated November 5, 1971, given by THE CUMMER COMPANY to STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION recorded in Official Records Volume 205, Pages 160-162, of the current public records of St. Johns County, Florida, said lands being described as follows:

Parcel No. 145; Section 78060-2509; St. Rd. 16;
St. Johns County

That part of:

Lots 4 and 5, North of State Road 16, Section 26, Township 6 South, Range 28 East, described as follows:
"Commence at a point where the Easterly right of way line of State Road 16, intersects the South line of Lot 5 for a point of beginning, thence run Northwesterly along said right of way a distance of 963 feet to a point; thence run Northeasterly along an existing fence 475 feet; thence run Southeasterly along an existing fence 1128 feet to the Southeast corner of Lot 5; thence Westerly along the South line of Lot 5, a distance of 437 feet to the POINT OF BEGINNING (EXCEPT, Commencing at the Southeast corner of Government Lot 4, said Township and Range, thence run North on the East line of said Lot 4 to the center of State Road #16, thence run Northwesterly down center of State Road #16, a distance of 390.4 feet to a point and the Point of Beginning of this description; thence run North 42° East 270 feet to a stake; thence run North 48° West 172 feet to a stake; thence run Southwesterly along an existing fence and extension thereof, 272.5 feet to the center of State Road #16; thence run Southeasterly down the center of State Road #16 a distance of 210 feet to the Point of Beginning.)"

lying Northeasterly of and within 130 feet of the survey line of State Road 16, Section 78060, said survey line being described as follows:

Begin on the North line of Grant Tract 9, of the Antonio Huertas Grant of Section 38, Township 6 South, Range 28 East, at a point 54.65' West of the Northeast corner of said Grant Tract 9, thence run South 47° 53' 20" East, 59.22 feet to the East line of said Grant Tract 9, at a point 24.08 feet South of the Northeast corner of said Grant Tract 9, thence continue South 47° 53' 20" East a distance of 2225.87 feet to the beginning of a curve concave to the Northeast, and having a radius of 11,459.16 feet, thence run along said curve through a central angle of 6° 20' 36" a distance of 1268.68 feet to the West line of the G. W. Perpall Grant (J. M. Bousquet Grant) Section 41, Township 6 South, Range 28 East, (The East line of Government Lot 6, Section 26, said Township and Range) at a point 776.16 feet South of the Northeast corner of said Government Lot 6, thence continue along said curve through a central angle of 4° 34' 54" a distance of 916.33 feet to the end of curve, thence run South 58° 48' 50" East a distance of 1958.71 feet to the beginning of a curve concave to the Southwesterly and having a radius of 1909.86 feet, thence run along said curve through a central angle of 16° 53' 04" a distance of 562.81 feet to the South line of Government Lot 4, Section 25, Township 6 South, Range 28 East, (North line of Section 36, said Township and Range) at a point 1270.15 feet East of the Southwest corner of said Section 25, (Northwest corner of said Section 36) thence continue along said curve through a central angle of 5° 15' 41" a distance of 175.38 feet to the end of curve, thence run South 36° 40' 05" East a distance of 3442.65 feet to the beginning of a curve concave to the Northerly and having a radius of 5729.58

feet, thence run along said curve through a central angle of $19^{\circ} 21' 15''$ a distance of 1935.42 feet to the end of curve, thence run South $56^{\circ} 01' 20''$ East a distance of 738.39 feet to the East line of said Section 36, at a point 619.95 feet North of the Southeast corner of said Section 36, (West line of Section 31, Township 6 South, Range 29 East at a point 633.45 feet North of the Southwest corner of said Section 31) thence continue South $56^{\circ} 01' 20''$ East, a distance of 1104.16 feet to the South line of said Section 31, (North line of Section 6, Township 7 South, Range 29 East) at a point 904.85 feet East of the Southwest corner of said Section 31, (Northwest corner of said Section 6) thence continue South $56^{\circ} 01' 20''$ East a distance of 629.87 feet for the end of this survey line description, containing 1.84 acres more or less.

1g. There shall be eliminated from said contract 11.37 acres of land contained in deed of conveyance dated September 20, 1973, from CUMMER LAND COMPANY to RUFUS C. STRATTON, said deed not being of record as of the date of this supplement, said lands being described as follows:

Part of Government Lot 13, Section 33, Township 6 South, Range 29 East, St. Johns County, Florida, more particularly described as beginning at the Southeast corner of said Government Lot 13, thence North 1000 feet, thence West 530 feet, thence South $4^{\circ} 15'$ East 1002 feet, thence East 460 feet to the point of beginning, containing 11.37 acres, more or less.

1h. There shall be added to said contract 15.5 acres of land contained in deed of conveyance dated September 20, 1973, from RUFUS C. STRATTON joined by EVELYN STRATTON, his wife, to CUMMER LAND COMPANY, recorded in Official Records Volume 239, Page 416, of the current public records of St. Johns County, Florida, said lands being described as follows:

Government Lot 12, Section 33, Township 6 South, Range 29 East, St. Johns County, Florida, containing 15.5 acres, more or less.

2. CONTAINER shall be excused for the remainder of the term of said contract from purchasing any timber or making any rental or other payments to OWNER with respect to the lands described in paragraphs 1a, b, c, d, e, f and g of this First Container Supplement to Contract.

3. With respect to the lands described in paragraph 1h. of this First Container Supplement to Contract, CONTAINER, for the remainder of the term of said contract shall purchase timber, make rental or other payments to OWNER, return said lands for agricultural assessment and pay the ad valorem taxes levied thereon, if any, all in accordance with the terms of the contract dated December 28, 1959 as amended and assigned to Container.

4. Because of the elimination of 56.24 acres net in St. Johns County, the acreage of CUMMER LAND COMPANY in St. Johns County, Florida, is reduced from 21,574.14 acres to 21,517.90 acres.

5. Because of the elimination of said 7.28 acres in St. Johns County, the acreage of THE CUMMER COMPANY in St. Johns County, Florida, is reduced from 7,290.43 acres to 7,283.15 acres.

6. Because of the total elimination of 63.52 acres in St. Johns County, the parties agree that CONTAINER's annual purchase requirements shall be reduced by 63.52 cords.

7. The amendments referred to herein in this first Container Supplement shall be and become effective as of the dates of the respective transaction referred to herein. Except as herein amended and modified, the said contract of December 28, 1959, as heretofore amended and modified by the first ten supplements shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, by their duly authorized officers, and their respective corporate seals are hereunto affixed as of this 16th day of January, 1974.

Signed, Sealed and Delivered
in the presence of:

Barbara E. Boyl
W. J. Richards
As to CUMMER LAND COMPANY

CUMMER LAND COMPANY

By Edward C. Roe
(Edward C. Roe) Vice-President
Attest:

D. Lee Cowley
(D. Lee Cowley) Secretary

Bertie E. Bayh
W. G. Rivers
As to THE CUMER COMPANY

THE CUMER COMPANY

By Edward C. Roe
(Edward C. Roe) President

Attest: D. Lee Cawley
(D. Lee Cawley) Secretary

Mont J. McCall
Charles G. Jones
As to CONTAINER CORPORATION
OF AMERICA

CONTAINER CORPORATION OF AMERICA

By Donn O. Jennings
(Donn O. Jennings) Vice-President

Attest: Edward K. Meier
(Edward K. Meier) Secretary

(over)

SECOND CONTAINER SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Lime and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumber Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "OWNER", by Indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), hereinafter called "OWENS-ILLINOIS", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 23, 1969, ten supplements to said contract had been executed by and between OWNER and OWENS-ILLINOIS; and

WHEREAS, OWENS-ILLINOIS made a partial assignment of its interest in said contract as supplemented to CONTAINER CORPORATION OF AMERICA by an assignment dated December 30, 1969, CONTAINER CORPORATION OF AMERICA, being party of the second part hereto, hereinafter called "CONTAINER", said partial assignment involving 21,574.14 acres of CUMMER LAND COMPANY and 7,290.43 acres of THE CUMMER COMPANY, all in St. Johns County, Florida; and

WHEREAS, by Indenture dated January 16, 1974, the First Container Supplement to Contract was executed by and between OWNER and CONTAINER setting out additions and deletions to the St. Johns County, Florida, acreage covered in the original Contract; and

WHEREAS, by Indenture dated January 4, 1979, identified as Eleventh Supplement to Contract, THE CUMMER COMPANY set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to CUMMER LAND COMPANY; and

WHEREAS, on or about June 29, 1979, CUMMER LAND COMPANY liquidated and assigned to its shareholders all of its right, title and interest under the Contract, to the lands covered thereunder to its shareholder who in turn on or about January 7, 1981 assigned all of their right, title and interest under the Contract to CUMMER LAND TRUST, by and through its Trustees, Wellington W. Cummer, Robert H. Paul, III, and Howard W. Harrison, Jr., all of 2600 Independent Square, Jacksonville, Florida 32202, hereinafter now referred to collectively as "OWNER-TRUSTEE"; and

WHEREAS, OWNER-TRUSTEE and CONTAINER wish to further amend and supplement said original contract (as pertains to the portion thereof assigned to CONTAINER) concerning payment of taxes as provided in Paragraph 15 of the original Contract dated December 28, 1959, and as provided in Paragraph 3 of the First Container Supplement to Contract dated January 16, 1974;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, OWNER-TRUSTEE and CONTAINER agree as follows:

1. CONTAINER covenants and agrees that it will pay, before delinquent, applicable ad valorem taxes assessed against the Lands during the term hereof, the timber thereon and improvements, structures and equipment placed upon the Lands by CONTAINER. CONTAINER shall within a reasonable time after such payment, submit to OWNER-TRUSTEE copies of the official tax receipts or other proof of payment acceptable to OWNER-TRUSTEE. OWNER-TRUSTEE shall notify the Tax Assessor of St. Johns County, Florida, that all notices of taxes due and any notices of change in assessment pertaining to the Lands subject to the Contract, as heretofore supplemented and amended, and as may be further modified or supplemented, shall be mailed to CONTAINER at the following address:

Container Corporation of America
North Eighth Street
Fernandina Beach, Florida 32034

CONTAINER shall make timely payments of said taxes and furnish to OWNER-TRUSTEE copies of said receipts or other satisfactory proof, and CONTAINER further agrees to transmit to OWNER-TRUSTEE copies of all tax statements and other notices received by CONTAINER relating to such taxes. OWNER-TRUSTEE covenants to cooperate with CONTAINER in every reasonable manner to minimize the tax assessments and taxes levied against said Lands as may be further modified or supplemented during the term hereof. Anything herein to the contrary notwithstanding, CONTAINER shall have the right to contest, either in the name of OWNER-TRUSTEE or otherwise, any such taxes or any portion thereof which in CONTAINER's opinion are excessive, illegal or improperly assessed, and should CONTAINER elect to contest any

such taxes or assessments and notify OWNER-TRUSTEE, in writing of such election, CONTAINER shall not pay the taxes involved in such contest until such contest shall have been finally concluded. Except for additional taxes, interests and penalties accruing after written notice to OWNER-TRUSTEE of CONTAINER's intention to contest such taxes or a portion thereof, CONTAINER's duty to reimburse OWNER-TRUSTEE for any taxes paid by OWNER-TRUSTEE is limited to such amount as OWNER-TRUSTEE would have paid had OWNER-TRUSTEE paid such taxes so as to have obtained maximum discount and provided further, that CONTAINER shall not pay or be charged with any taxes upon (1) any oil, gas or mineral rights, except as to its interests therein; or (2) any income tax, inheritance tax or intangible tax or similar such taxes assessed or charged against OWNER-TRUSTEE.

IN WITNESS WHEREOF, the parties hereto have caused this Second Container Supplement to Contract to be executed in duplicate this the 12 day of June, 1981.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Wellington W. Cumer
WELLINGTON W. CUMER, as Trustee

Robert H. Paul, III
ROBERT H. PAUL, III, as Trustee

Howard W. Harrison, Jr.
HOWARD W. HARRISON, JR., as Trustee

CONTAINER CORPORATION OF AMERICA

Gregory B. Higgins
By: Gregory B. Higgins
Vice-President
ATTEST: Richard W. Longfellow
Asst Secretary

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME personally appeared WELLINGTON W. CUMMER, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of January, 1981.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/10/84

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME personally appeared ROBERT H. PAUL, III, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of January, 1981.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/10/84

STATE OF Florida PENNSYLVANIA
COUNTY OF Duval

BEFORE ME personally appeared HOWARD W. HARRISON, JR., to me well known and known to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of January, 1981.

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/10/84

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THIRD CONTAINER SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumer Lime and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cumer Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "OWNER", by Indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), hereinafter called "OWENS-ILLINOIS", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 23, 1969, ten supplements to said contract had been executed by and between OWNER and OWENS-ILLINOIS; and

WHEREAS, OWENS-ILLINOIS made a partial assignment of its interest in said contract as supplemented to CONTAINER CORPORATION OF AMERICA by an assignment dated December 30, 1969, CONTAINER CORPORATION OF AMERICA, being party of the second part hereto, hereinafter called "CONTAINER", said partial assignment involving 21,574.14 acres of CUMMER LAND COMPANY and 7,290.43 acres of THE CUMMER COMPANY, all in St. Johns County, Florida; and

WHEREAS, by Indenture dated January 16, 1974, the First Container Supplement to Contract was executed by and between OWNER and CONTAINER setting out additions and deletions to the St. Johns County, Florida, acreage covered in the original Contract; and

WHEREAS, by Indenture dated January 19, 1981, the Second Container Supplement to Contract was executed by and between OWNER and CONTAINER concerning the procedure for contesting ad valorem assessments or paying ad valorem taxes on the St. Johns County, Florida, acreage covered in the contract, and

WHEREAS, by Indenture dated January 4, 1979, identified as Eleventh Supplement to Contract, THE CUMMER COMPANY set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to CUMMER LAND COMPANY; and

WHEREAS, on or about June 29, 1979, CUMMER LAND COMPANY liquidated and assigned to its shareholders all of its right, title and interest under

Has instrument this page filed by
EDWARD H. CARRHY, JR.
1223 Fredonia Place
Jacksonville, Florida 32205

PARCEL I

Part A.

A one-half acre parcel of land for Well Site No. 1 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 28, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant; thence North 36° 03' 44" West a distance of 2321.56 feet to the Southwest corner of Well Site No. 1 and the true Point of Beginning; thence North 13° 30' 00" West a distance of 143.00 feet; thence North 76° 30' 00" East a distance of 142.07 feet; thence South 13° 30' 00" East a distance of 77.71 feet; thence South 47° 58' 37" East a distance of 79.21 feet; thence South 76° 30' 00" West a distance of 186.91 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 2 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 28, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant; thence North 27° 19' 36" West a distance of 3750.26 feet to the Southwest corner of Well Site No. 2 and the true Point of Beginning; thence North 13° 30' 00" West 147.58 feet; thence North 76° 30' 00" East a distance of 147.58 feet; thence South 13° 30' 00" East a distance of 147.58 feet; thence South 76° 30' 00" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 3 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 28, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant; thence North 23° 21' 37" West a distance of 5212.32 feet to the Southwest corner of said Well Site No. 3 and the true Point of Beginning; thence North 18° 23' 20" West a distance of 147.58 feet; thence North 71° 36' 40" East a distance of 144.43 feet; thence South 23° 16' 39" East a distance of 74.06 feet; thence South 13° 30' 00" East a distance of 74.06 feet; thence South 71° 36' 40" West a distance of 144.43 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 4 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 26° 33' 25" East a distance of 5150.42 feet to the Southwest corner of Well Site No. 4 and the true Point of Beginning;

thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 5 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 26° 29' 35" East a distance of 3652.09 feet to the Southwest corner of Well Site No. 5 and the true Point of Beginning; thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 6, being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 28° 43' 46" East a distance of 2156.09 feet to the Southwest corner of Well Site No. 6 and the true Point of Beginning; thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 7 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 33° 10' 38" East a distance of 1191.54 feet to the Southwest corner of Well Site No. 7 and the true Point of Beginning; thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres more or less.

Part B.

A strip of land 40 feet in width, situated in Section 21 and 28, Township 6 South, Range 29 East, St. Johns County, Florida, being 20 feet continuous on each side of the following described center line:

Commencing at a concrete monument marking the intersection of the Southerly line of the E. B. Gould Grant, Section 74, and the North line of Section 20; thence South 89° 54' 49" East, a distance of 405.70 feet to the centerline of said easement and the true Point of Beginning; thence South 23° 16' 39" East a distance of 6,419.68 feet; thence South 13° 30' 00" East a distance of 3,008.02 feet; thence South 47° 58' 37" East a distance of 610.29 feet; thence South 17° 12' 38" East a distance of 999.00 feet point of intersection with the Southerly line of a 1500 foot permanent easement enclosing the St. Augustine Well Site, and being the terminus of this centerline description, said point being North 37° 29' 46" West a distance of 783.10 feet from a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant. The sidelines of which to be lengthened or shortened accordingly to meet the adjoining property lines containing 9.22 acres more or less.

A CENTER LINE DESCRIPTION FOR THE MAIN PERMANENT UTILITY AND ROAD EASEMENT THROUGH A PORTION OF THE CUMMER LAND COMPANY PROPERTY FOR THE CITY OF ST. AUGUSTINE, FLORIDA.

A strip of land 40 feet in width, situated in Section 28, 33 and 34, Township 6 South, Range 29 East, St. Johns County, Florida; being a portion of the Cumer Land Company property as recorded in Official Records Book 417, pages 548 and 549, St. Johns County, Florida; being 20 feet continuous on each side of the following described center line:

Commencing at a found concrete monument on the West boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeast from the Northwest corner of said Grant; thence North 37° 29' 46" West a distance of 783.10 feet to the centerline of the said easement and the true Point of Beginning; thence South 17° 12' 38" East a distance of 1,207.43 feet; thence South 30° 00' 00" East a distance of 407.51 feet; thence South 13° 30' 00" East a distance of 475.38 feet; thence South 21° 00' 00" East a distance of 985.03 feet; thence South 18° 58' 06" East a distance of 1,495.39 feet; thence South 29° 35' 00" East a distance of 217.51 feet to the point of intersection with the North line of the S. J. Mills Septic Tank Inc. property, as recorded in Official Records Book 223, Page 422, St. Johns County, Florida; and being the Point of Terminus of this centerline description; said point being North 89° 51' 22" West a distance of 516.52 feet from a found concrete monument marking the Northeast corner of Government Lot 9, also being the Northeast corner of said S. J. Mills Septic Tank Inc. property; the sidelines of which to be lengthened or shortened accordingly to meet the adjoining property lines containing 4.40 acres more or less.

4. There shall be added to said contract 132.57 acres described in that certain Release of Easement executed by Southern Bell Telephone and Telegraph Company February 12, 1981, and recorded in Official Record Book 484, page 608, of the public records of St. Johns County, Florida, the easement thereby released formerly traversing Sections 4, 9, 10, 14, 15, 23, 38, 39, 42 and 44, of Township 5 South, Range 28 East, Sections 31 and 43, of Township 5 South, Range 29 East, and Sections 5, 6, 22, 27, 34 and 62 of Township 6 South, Range 29 East, map thereof being attached hereto as Exhibit "B".

5. There shall be added to said contract .24 acres of land contained in that certain deed of conveyance from HARRY L. TUCKER and CATHERINE S. TUCKER, his wife, to the trustees of the aforesaid CUMMER LAND TRUST, recorded in Official Record Book 551, page 460, of the public records of St. Johns County, Florida, more particularly described as follows:

That certain parcel of land lying and being in the County of St. Johns, State of Florida, being a part of the Joseph Delespine Grant, Section 81, Township 6 South, Range 29 East, and being more particularly described as follows: Commencing at the Southwest corner of Section 81, Township 6 South, Range 29 East, and running North 34° 46' West, 28.2 feet to a concrete monument; thence continue North 34° 46' West, 210.44 feet to the point of beginning; thence continue North 34° 46' West, 209.56 feet to a concrete monument; thence North 83° 20' East, 115.59 feet; thence South 1° 26' 52" East, 185.58 feet to the point of beginning. Containing 0.24 acres more or less.

6. CONTAINER shall be excused for the remainder of the term of said contract from purchasing any timber or making any rental or other payments to OWNER with respect to the lands described in paragraphs 1, 2 and 3 of this Third Container Supplement to Contract.

7. With respect to the lands described in paragraphs 4 and 5 of this Third Container Supplement to Contract, CONTAINER, for the remainder of the term of said contract, shall purchase any timber, make rental and other payments to OWNER, return said lands for agricultural assessment and pay the ad valorem taxes levied thereon, if any.

8. Because of the elimination of 70.39 acres in St. Johns County from said contract as described in paragraphs 1, 2 and 3, of this Third Container Supplement to Contract, and because of the addition of 132.81 acres in St. Johns County to said contract as described in paragraphs 4 and 5 of this Third Container Supplement to Contract, there is a net addition of 62.42 acres to said contract by reason of the amendments contained in this Third Container Supplement to Contract, increasing the total acreage in St. Johns County, Florida, under said contract from 28,801.05 to 28,863.47 acres; provided that if OWNER is successful in defeating power line right-of-way taking by City of Jacksonville Beach, the 53.03 acres shall not be deducted, but shall remain under the contract.

9. The parties agree that there shall be no cordage adjustment made to said contract as previously amended on account of the addition of 62.42 net acres to said contract as herein provided.

10. The amendments referred to herein in this Third Container Supplement to Contract shall be and become effective as of the dates of the respective transactions referred to in paragraphs 1, 2, 3, 4 and 5 hereof.

11. Except as herein amended and modified, the said contract of December 28, 1959, as heretofore amended and modified by the first ten Owens-Illinois supplements and the first two Container supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Container Supplement to Contract to be executed, in duplicate, this the 12th day of July, 1982.

SIGNED, sealed and delivered in the presence of:

Bonnie L. Hewcock

Debra F. Winton

Wellington W. Cummer
WELLINGTON W. CUMMER, as Trustee

Robert H. Paul, III
ROBERT H. PAUL, III, as Trustee

Howard W. Harrison, Jr.
HOWARD W. HARRISON, JR., as Trustee

CONTAINER CORPORATION OF AMERICA

By Bonnie L. Hewcock
Vice President

ATTEST: (Corp. Seal)
By Richard W. Campbell
Asst. Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared WELLINGTON W. CUMMER, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of June, 1982.

James L. Potts
NOTARY PUBLIC
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 3, 1984
Notary Public Seal

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared ROBERT H. PAUL, III, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of June, 1983.

James L. Potts
NOTARY PUBLIC
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 3, 1984
Bounded Thru Time Insurance Inc.

STATE OF FLORIDA Pennsylvania
COUNTY OF DUVAL Philadelphia

BEFORE ME personally appeared HOWARD W. HARRISON, JR., to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of June, 1983.

Arthur L. Stone
NOTARY PUBLIC
My commission expires: 1/22/84

STATE OF ILLINOIS
COUNTY OF COOK

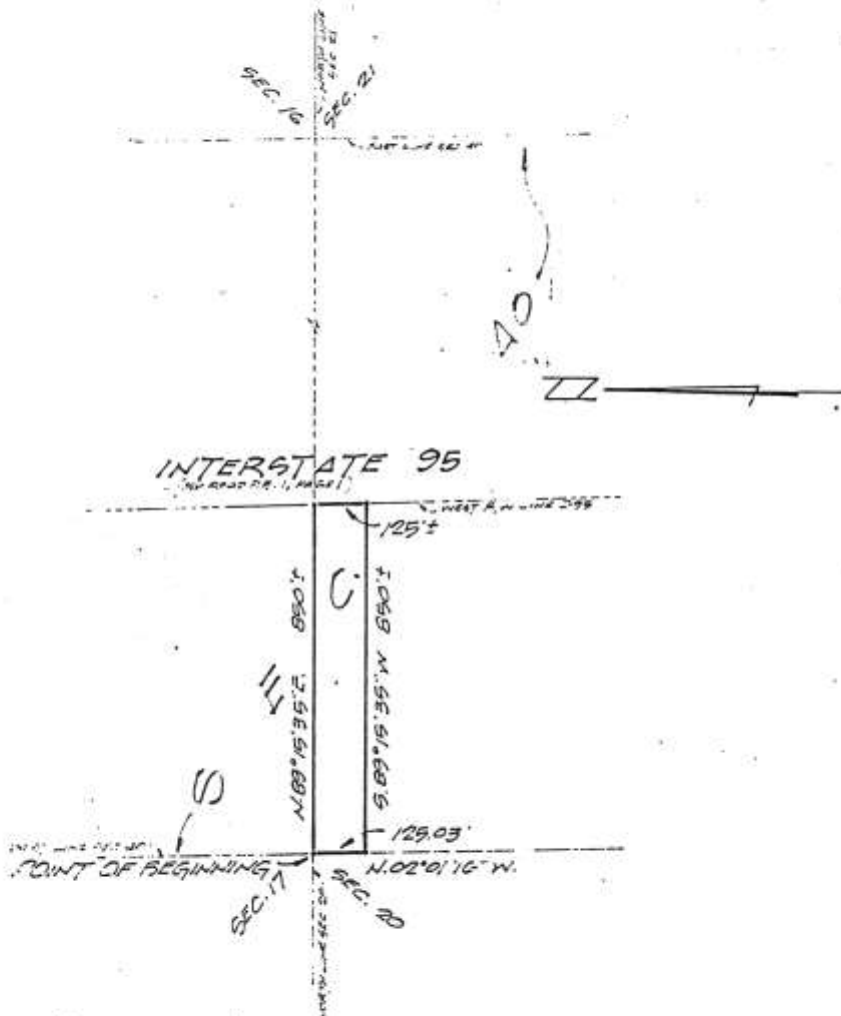
BEFORE ME, the undersigned authority, personally appeared THOMAS G. HARRIS, JR. and RICHARD W. CARPENTER, to me well known and known to me to be the Vice-President and Assistant Secretary respectively of CONTAINER CORPORATION OF AMERICA, the corporation named in the foregoing instrument and known to me to be the persons who as such officers of said corporation executed the same; and then and there the said THOMAS G. HARRIS, JR. and RICHARD W. CARPENTER did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the uses and purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of JULY, 1983, in the State and County aforesaid.

Paul J. Horbi
NOTARY PUBLIC
My commission expires: 3/12/84

MAP OF

A PART OF THE F. J. PATTO GRAN., SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 20, OF SAID TOWNSHIP AND RANGE WITH THE WEST LINE OF SAID SECTION 40; THENCE N.89°15'35"E., ALONG A LINE CONNECTING THE ABOVE DESCRIBED POINT OF BEGINNING WITH THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 21, WITH THE EAST LINE OF SAID SECTION 40, A DISTANCE OF 850 FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF INTERSTATE 95, ACCORDING TO ROAD PLAT BOOK 1, PAGE 1 OF THE ST. JOHNS COUNTY PUBLIC RECORDS; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 125 FEET MORE OR LESS; THENCE S.89°15'35"W., PARALLEL WITH AND 125 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE FIRST COURSE, A DISTANCE OF 850 FEET MORE OR LESS TO THE AFOREMENTIONED WEST LINE OF SECTION 40; THENCE N.02°01'16"W., ALONG SAID WEST LINE, A DISTANCE OF 125.03 FEET TO THE POINT OF BEGINNING. CONTAINING 2.4 ACRES MORE OR LESS.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

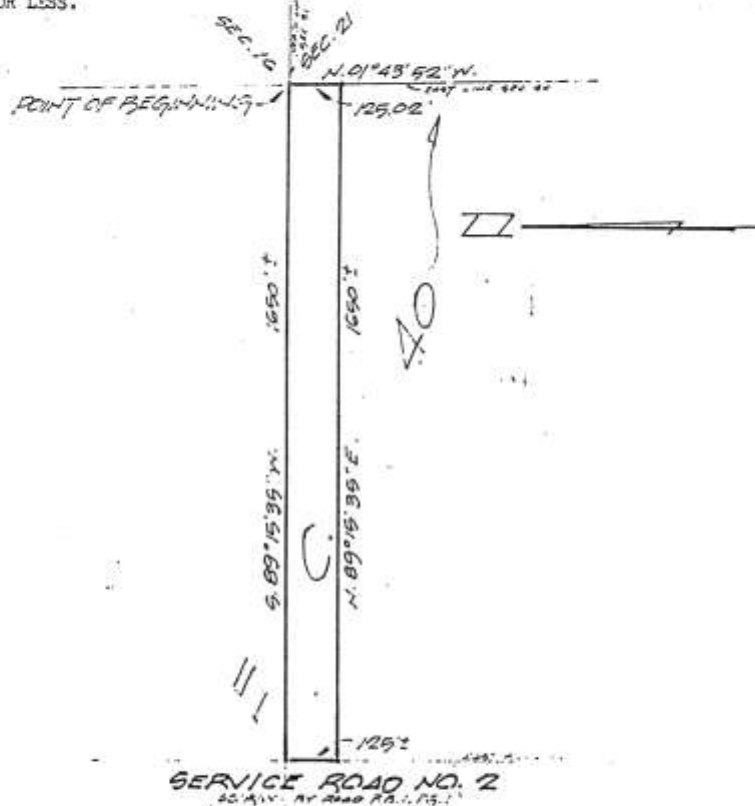
H. A. Durden
REGISTERED SURVEYOR NO. 1271 FLA.

SIGNED 12/16/20 10/22
SCALE 1" = 300'

THIS MAP NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED

MAP OF

A PART OF THE F. J. PATIO GRAN., SECTION 40, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 40, WITH THE NORTH LINE OF SECTION 21 OF SAID TOWNSHIP AND RANGE; THENCE S. 89° 15' 35" W., ALONG A LINE CONNECTING THE ABOVE DESCRIBED POINT OF BEGINNING WITH THE POINT OF INTERSECTION OF THE NORTH LINE OF SECTION 20 WITH THE WEST LINE OF SAID SECTION 40, A DISTANCE OF 1650 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF A 66 FOOT RIGHT OF WAY KNOWN AS SERVICE ROAD NO. 2 ACCORDING TO ROAD PLAT BOOK 1, PAGE 1 OF THE ST. JOHNS COUNTY PUBLIC RECORDS; THENCE SOUTHERLY, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 125 FEET MORE OR LESS; THENCE N. 89° 15' 35" E., PARALLEL WITH AND 125 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE FIRST COURSE, A DISTANCE OF 1650 FEET MORE OR LESS TO THE AFOREMENTIONED EAST LINE OF SECTION 40; THENCE N. 01° 43' 52" W., ALONG SAID EAST LINE OF SECTION 40, A DISTANCE OF 125.02 FEET TO THE POINT OF BEGINNING. CONTAINING 4.7 ACRES MORE OR LESS.



SERVICE ROAD NO. 2

ACCORDING TO ROAD PLAT BOOK 1, PAGE 1

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



[Signature]
REGISTERED SURVEYOR NO. 1015 FLA.

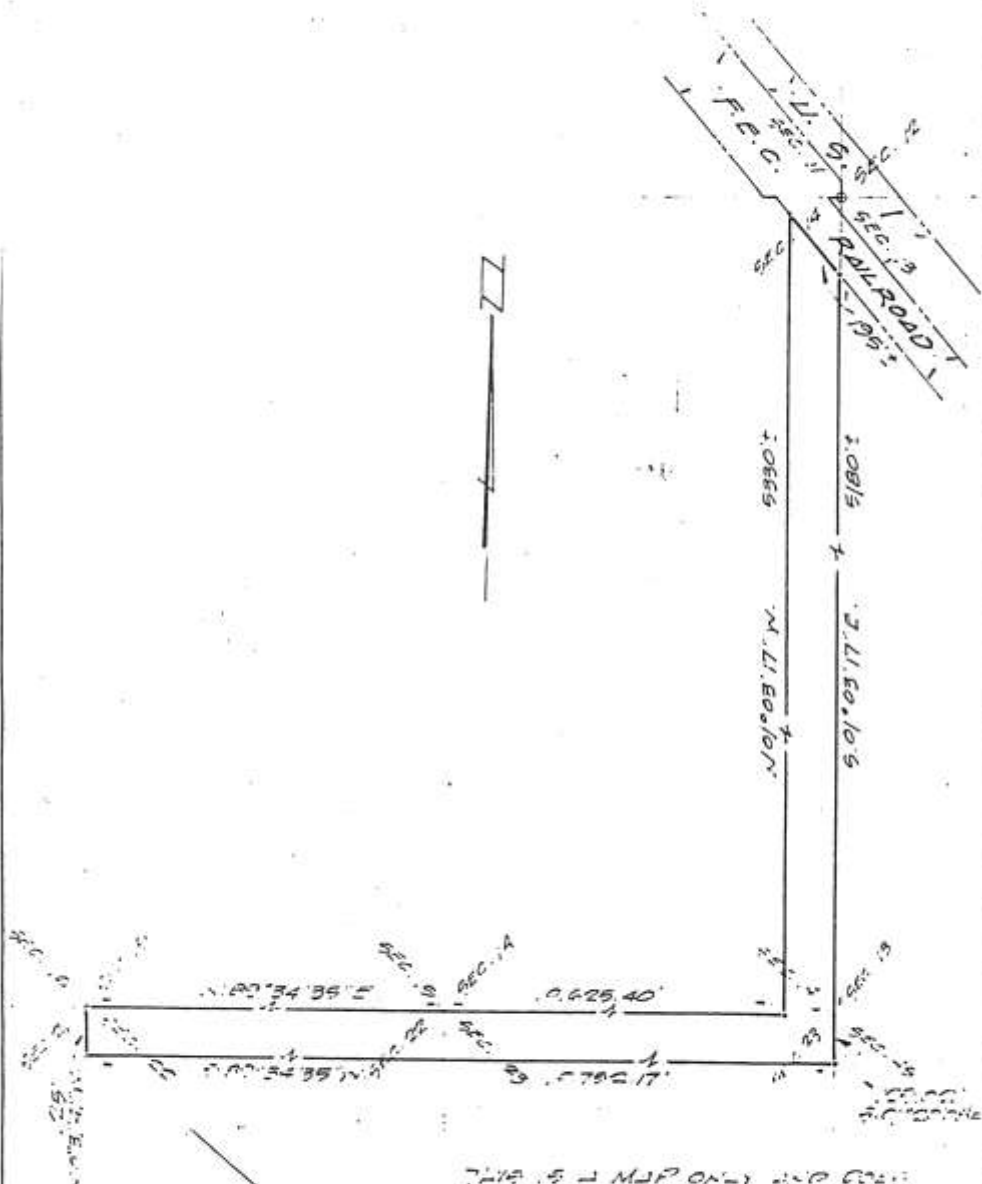
SIGNED *[Signature]* 10/10/70

SCALE 1" = 400'

THIS MAP NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SURVEYOR

MAP OF

THE NORTH 125 FEET OF SECTIONS 22 AND 23, TOGETHER WITH THE EAST 125 FEET OF SECTION 14, ALL IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; EXCEPTING THEREFROM THAT PART OF SAID SECTION 14, LYING NORTHEASTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD. CONTAINING 45.93 ACRES MORE OR LESS.



**H. A. DURDEN
& ASSOCIATES, INC.**

LAND & HYDROGRAPHIC
SURVEYORS
P.O. BOX 50770
JACKSONVILLE BEACH, FLA. 32250

REGISTERED SURVEYOR

SIGNED *H. A. Durden* 19 *80*

SCALE *1" = 200'*

THIS MAP IS NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE ABOVE SIGNED

CANADA BRY
OF FLORIDA
CAPITOL OFFICE
JUN 7 7 44 AM '83

MINING LEASE

THIS IS A MINING LEASE given by Wellington W. Cummer, Robert H. Paul, III and Howard W. Harrison, Jr. as Trustees of the CUMMER LAND TRUST, whose post office address is P.O. Box 17999, Jacksonville, Florida 32216, hereinafter referred to as "Cummer", and CONTAINER CORPORATION OF AMERICA, a corporation existing under the laws of the State of Delaware whose local post office address is Fernandina Beach, Florida 32034, hereinafter referred to as "Container", both of whom are collectively called "LESSORS", Jerry's Johns & Construction Company, Inc., a corporation existing under the laws of the State of Florida whose post office address is P.O. Box ~~2124~~ ³²⁰⁸⁵⁻³⁷⁶⁷ St. Augustine, Florida ~~32084~~ ³⁷⁶⁷, herein called "LESSEE."

LEASE

In consideration of Ten Dollars (\$10.00) and other good and valuable considerations as hereinafter specified paid by LESSEE to LESSORS, the receipt and sufficiency whereof are acknowledged, LESSORS hereby grant, demise, lease and let exclusively unto LESSEE the following described lands:

West one-half of Lot 10 (660 feet x 1320 feet)
Section 34, Township 6, South Range 29 East St.
Johns County, Florida, containing approximately
20 acres more or less.

Said lands are the same as previously leased to Houdaille-Duval-Wright Division, Houdaille Division, in that certain Mining Lease dated February 12, 1971 and subsequently assigned to Gate Asphalt Co. by Assignment of Lease dated June 25, 1980, which has expired.

herein called the "Leased Premises" to explore for, test, develop, mine (by open pit, or strip method) extract, store, remove and market therefrom all shell and sand, as those terms are locally defined, on the following terms and conditions:

1. The terms of this lease shall be for one year ^{to H} commencing on the 1st day of ^{January 1st 1984} ~~May~~, Nineteen Hundred Eighty ^{Three A.E. 27} ~~two~~ and ending on the ^{31st} ~~30th~~ day of ^{December} ~~June~~, Nineteen Hundred and Eighty-three. LESSEE shall have the right to renew this lease on an annual basis upon giving 60 days written notice to LESSORS at the addresses first above written.

2. LESSEE shall have the right to strip and remove the overburden and to extract, remove, and mine all shell and sand, as those terms are locally defined, found in, on or under the Leased Premises to a depth of no more than 30 feet during the term of this lease. LESSORS recognize that the operations and activities contemplated hereby may destroy or substantially alter the surface of the Leased Premises and may impair lateral and subjacent support, all of which, except as herein provided in paragraph 6 are covered by the consideration paid or to be paid by LESSEE to LESSORS pursuant hereto.

3. LESSEE covenants and agrees to pay LESSORS as annual rent for the shell and sand purchased and for the other rights and privileges granted herein, Three Thousand & no/100 Dollars (\$3,000) per year payable in equal portion to Container and Cummer (i.e. \$1,500 each). Annual rental for any year in which this lease is renewed shall be agreed to among the parties.

4. LESSEE, or its employees, servants, agents and subcontractors, shall have the full right of ingress and egress and right to enter upon the Leased Premises over roads now in place at any and all times during the term of this lease. LESSEE shall have the right to build and maintain roads, drainage ditches, fences, and to use whatever machinery and equipment, and to erect whatever buildings or structures on the Leased Premises, LESSEE deems necessary in connection with its operations thereon.

5. LESSEE shall pay LESSORS reasonable compensation for all damages to trees, bridges, fences, buildings, roads, or other improvements of LESSORS located on, or off the Leased Premises, including any damages caused by a change in the water table, which are caused by LESSEE, its agents, employees, or subcontractors in the course of LESSEE's exploration, extraction and mining activities. In this connection Container shall be regarded as the owner of all trees growing on the Leased Premises or on the lands Container has leased from Cummer which surround the Leased Premises.

6. LESSORS shall pay, before delinquent, all ad valorem taxes which may be assessed against the Leased Premises including the shell and sand deposits covered by this Lease, and shall promptly

give LESSEE official receipts (or copies thereof) showing full payment. LESSEE shall on demand of LESSORS, promptly reimburse LESSORS for any increase in taxes levied against the Leased Premises in excess of taxes assessed for the year in which this lease is dated to the extent that the increase is due to the presence, or probable presence of the shell and sand deposits herein leased, or to the presence of improvements placed on the Leased Premises by LESSEE. LESSEE shall pay any severance tax, mining tax or other similar tax in connection with the mining or removal of said shell and sand deposits whether such tax or taxes are now in effect or may be hereafter adopted or enacted.

7. The LESSEE shall at all times conduct the operations contemplated by this agreement in such a manner that such operations and the Leased Premises shall not constitute a violation of any applicable law, or regulation, nor a public or private nuisance. The LESSEE shall be solely responsible for the condition of the Leased Premises during the term of this agreement. The LESSEE shall, at its expense, transport, and remove to some other location, other than property owned or controlled by LESSORS, all overburden stripped from the Leased Premises as a result of LESSEE's operations thereon under the terms of this lease.

8. The parties hereto shall indemnify and hold each other harmless from and against all liability and expense arising out of this lease which shall result from injury to persons or damage to property and which is caused by a negligent or willful act or failure to act on the part of their respective agents, servants or independent contractors.

9. Upon the expiration of the term of this lease or any renewal thereof:

a) LESSEE will quietly and peaceably vacate, surrender, and deliver up the Leased Premises, and any remaining shell and sand deposits found therein or thereon and all LESSEE's right, title, interest and claim in or to said shell and sand deposits and the Leased Premises shall completely cease and expire in every respect whatsoever. LESSEE, if not in default, shall have the right, at any

time during the continuance of the lease and for 90 days thereafter, to remove any and all machinery and other property of LESSEE or other parties dealing with LESSEE whether or not affixed to the land as would be otherwise regarded in law as part of the land. Any such machinery or property not so removed shall be determined to be abandoned by LESSEE, and LESSORS may thereafter use or dispose of such facilities as their own property.

b) If any applicable law shall ever require that the Leased Premises be restored to their former natural condition, or reclaimed in any manner whatsoever, then in such event LESSEE shall, at its expense, take such measures as will be required to leave the Leased Premises in conformance with the law concerned.

10. LESSORS agree that during the term of this lease they will defend LESSEE in peaceable possession of the Leased Premises. If LESSEE withdraws from this lease due to a failure of title, LESSORS shall return to LESSEE as liquidated damages, a pro-rata portion of the annual rental paid to the time of such withdrawal and the LESSEE's remedy for such title failure shall be limited to this amount. LESSORS make no warranties or representations with respect to the quantity or quality of the shell and sand deposits leased hereunder. Said shell and sand deposits are leased as is and with all faults, and LESSORS do not warrant that said shell and sand are merchantable, or fit for any particular purpose.

11. As additional consideration for this lease, LESSEE agrees to supply Container with such shell and sand, extracted from the Leased Premises, as Container may, from time to time, require, however, not to exceed 750 cubic yards per year - non-accumulative - in order to repair and maintain the road system which Container uses in harvesting timber from the lands which it leases from Cummer.

12. Cummer as LESSOR, and Container as LESSEE under the terms of a contract (and land lease) dated December 28, 1959, as subsequently amended, agree that said contract shall be amended to reflect the following understandings:

- a) Container and Cummer will share in equal portion the annual rent paid by LESSEE under the terms of this lease.
- b) Any timber cut and removed from the Leased Premises in accord with Paragraph 5 of this lease shall be subtracted from the cord backlog.
- c) Commencing on the date of this agreement, Container shall be permanently released from its obligations to purchase one cord per acre annually from each acre of the Leased Premises and in like manner, Container shall be released from its obligation to pay any and all ground rent with respect to the Leased Premises.
- d) Container shall be released from its obligation to leave 2.27 cords per acre on the Leased Premises at the termination of said Contract (and land lease) herein referred to.
- e) For all other purposes, including Container's obligation to pay all ad valorem taxes levied against the land, the Leased Premises shall remain under the terms of said Contract (and land lease) herein referred to.

13. Neither party hereto shall assign any rights or delegate any duties under this agreement without the express written consent of the other.

14. This contract constitutes the entire agreement existing between the parties hereto pertaining to the subject matter of this lease, and no representation or warranty whether written or oral, expressed or implied shall be binding upon either party unless same is expressly contained in this contract. This contract may not be altered or amended except by expressed written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in triplicate, under seal, this 31st day of May, 1983.


Wellington W. Cummer (S.)
(Executions continued next page)

Robert H. Paul, III (L.S.)
Robert H. Paul, III

Howard W. Harrison, Jr. (L.S.)
Howard W. Harrison, Jr.

TRUSTEES OF THE CUMMER LAND TR

ATTEST: _____
Secretary

Charles J. McConnell
As to Cumber Land

JERRY'S JOHNS & CONSTRUCTION CO., INC

By: Gerald E. Mills
Gerald E. Mills, President

Diane N. Mills
Diane N. Mills, Secy. Treasurer

James D. Long
Roscoe Davis
As to Jerry's Johns

CONTAINER CORPORATION OF AMERICA

By: William E. Gibson (Seal)
Vice President

Attest: Richard W. Langford
Asst. Secretary

Bonnie E. Hearn

Alga F. Walton
As to Container Corporation
of America

STATE OF FLORIDA

COUNTY OF Duval

Before me personally appeared Wellington W. Cummer, to me well-known, and known to me to be the individual described in and who executed the foregoing instrument as Trustee of the above named Cummer Land Trust, and acknowledged to and before me that he executed such instrument as such Trustee and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 31st day
of May, ~~1982~~ 1983.

James R. Potts
Notary Public

My Commission expires:

Notary Public, State of Florida at Large

My Commission Expires March 3, 1984

Bonded thru Tany Pate Insurance Inc.

STATE OF FLORIDA

COUNTY OF Duval

Before me personally appeared Robert H. Paul, III, to me well-known, and known to me to be the individual described in and who executed the foregoing instrument as Trustee of the above named Cummer Land Trust, and acknowledged to and before me that he executed such instrument as such Trustee and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 31st day
of May, ~~1982~~ 1983.

James H. Potts
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 3, 1984
Issued After They Paid Insurance Fee

STATE OF ~~Florida~~ Pennsylvania
COUNTY OF Philadelphia

Before me personally appeared Howard W. Harrison, Jr., to me well-known, and known to me to be the individual described in and who executed the foregoing instrument as Trustee of the above named Cummer Land Trust, and acknowledged to and before me that he executed such instrument as such Trustee and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 3rd day
of June, 1982.

Arthur S. Sines
Notary Public

My Commission expires: 1/23/84

STATE OF ILLINOIS

COUNTY OF

Before me personally appeared THOMAS G. HARRIS JR.
and RICHARD W. CARPENTER, to me well-known, and known to me to be
the individuals described in and who executed the foregoing
instrument as VICE President and SECRETARY of the above
named CONTAINER CORPORATION OF AMERICA, and severally acknowledged
to and before me that they executed such instrument as such VICE
President and SECRETARY, respectively, of said corporation, and that
the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that it was affixed to said instrument by
due and regular corporate authority, and that said instrument is the
free act and deed of said corporation.

WITNESS my hand and official seal this 12th day
of JULY, 1983.

Kara M. Gable
Notary Public

My commission expires: 2/12/84

THIRD CONTAINER SUPPLEMENT TO CONTRACT

WHEREAS, CUMMER LAND COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Line and Manufacturing Company), Barnett Bank Building, Jacksonville, Florida, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida (formerly Cummer Sons Cypress Company), Barnett Bank Building, Jacksonville, Florida, parties of the first part, hereinafter called "OWNER", by Indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), hereinafter called "OWENS-ILLINOIS", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 21, 1969, ten supplements to said contract had been executed by and between OWNER and OWENS-ILLINOIS; and

WHEREAS, OWENS-ILLINOIS made a partial assignment of its interest in said contract as supplemented to CONTAINER CORPORATION OF AMERICA by an assignment dated December 30, 1969, CONTAINER CORPORATION OF AMERICA, being party of the second part hereto, hereinafter called "CONTAINER", said partial assignment involving 21,574.14 acres of CUMMER LAND COMPANY and 7,290.43 acres of THE CUMMER COMPANY, all in St. Johns County, Florida; and

WHEREAS, by Indenture dated January 16, 1974, the First Container Supplement to Contract was executed by and between OWNER and CONTAINER setting out additions and deletions to the St. Johns County, Florida, acreage covered in the original Contract; and

WHEREAS, by Indenture dated January 19, 1981, the Second Container Supplement to Contract was executed by and between OWNER and CONTAINER concerning the procedure for contesting ad valorem assessments or paying ad valorem taxes on the St. Johns County, Florida, acreage covered in the contract, and

WHEREAS, by Indenture dated January 4, 1979, identified as Eleventh Supplement to Contract, THE CUMMER COMPANY set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to CUMMER LAND COMPANY; and

WHEREAS, on or about June 29, 1979, CUMMER LAND COMPANY liquidated and assigned to its shareholders all of its right, title and interest under

the Contract, to the lands covered thereunder to its shareholder who in turn on or about January 7, 1981 assigned all of their right, title and interest under the Contract to CUMMER LAND TRUST, by and through its Trustees, Wellington W. Cummer, Robert H. Paul, III, and Howard W. Harrison, Jr., all of 2600 Independent Square, Jacksonville, Florida 32202, hereinafter now referred to collectively as "OWNER-TRUSTEE"; and

WHEREAS, OWNER-TRUSTEE and CONTAINER wish to further amend and supplement said original contract (as pertains to the portion thereof assigned to CONTAINER) to delete certain parcels from the contract, and to add certain other parcels to the contract;

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, OWNER-TRUSTEE and CONTAINER agree as follows:

1. There shall be eliminated from said Contract .24 acres of land contained in that certain deed of conveyance from the Trustees of the aforesaid CUMMER LAND TRUST to HARRY L. TUCKER and CATHERINE S. TUCKER, his wife, recorded in Official Record Book 551, page 461, and re-recorded in Official Record Book 552, page 543, of the public records of St. Johns County, Florida, more particularly described as follows:

That certain parcel of land lying and being in the County of St. Johns, State of Florida, being a part of Section 34, Township 6 South, Range 29 East, and more particularly described as follows:

Commencing at the Southwest corner of Section 81, Township 6 South, Range 29 East, and running North 34° 46' West along the line between Sections 81 and 34, Township 6 South, Range 29 East, 28.2 feet to a concrete monument and the point of beginning; thence continue North 34° 46' West along said line between Sections 34 and 81, a distance of 210.44 feet to a point, said point being also the point of beginning of land conveyed to Grantors herein recorded in Official Records Book 551, page 460, public records of St. Johns County, Florida; thence South 1° 26' 55" East 176.74 feet to a point on the North line of Arbutus Avenue; thence North 88° 08' East 115.59 feet to the point of beginning. Containing 0.24 acres more or less.

2. There shall be eliminated from said contract 53.03 acres of land to be contained in easement from the Trustees of the aforesaid CUMMER LAND TRUST to CITY OF JACKSONVILLE BEACH for electric power line right-of-way, said easement being described on surveys attached hereto as Exhibit "A", pages 1, 2 and 3.

3. There shall be eliminated from said contract 17.12 acres taken by the City of St. Augustine in condemnation proceedings for well sites and easements for access thereto described as follows:

PARCEL I

Part A.

A one-half acre parcel of land for Well Site No. 1 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 28, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant; thence North 36° 03' 44" West a distance of 2321.56 feet to the Southwest corner of Well Site No. 1 and the true Point of Beginning; thence North 13° 30' 00" West a distance of 143.00 feet; thence North 76° 30' 00" East a distance of 142.07 feet; thence South 13° 30' 00" East a distance of 77.71 feet; thence South 47° 58' 37" East a distance of 79.21 feet; thence South 76° 30' 00" West a distance of 186.91 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 2 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 28, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant; thence North 27° 19' 36" West a distance of 3750.26 feet to the Southwest corner of Well Site No. 2 and the true Point of Beginning; thence North 13° 30' 00" West 147.58 feet; thence North 76° 30' 00" East a distance of 147.58 feet; thence South 13° 30' 00" East a distance of 147.58 feet; thence South 76° 30' 00" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 3 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 28, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant; thence North 23° 21' 38" West a distance of 5212.32 feet to the Southwest corner of said Well Site No. 3 and the true Point of Beginning; thence North 18° 23' 20" West a distance of 147.58 feet; thence North 71° 36' 40" East a distance of 144.43 feet; thence South 23° 16' 39" East a distance of 74.06 feet; thence South 13° 30' 00" East a distance of 74.06 feet; thence South 71° 36' 40" West a distance of 144.43 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 4 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 26° 33' 25" East a distance of 5150.43 feet to the Southwest corner of Well Site No. 4 and the true Point of Beginning;

thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 5 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 26° 29' 35" East a distance of 3652.09 feet to the Southwest corner of Well Site No. 5 and the true Point of Beginning; thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 6, being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 28° 43' 46" East a distance of 2156.09 feet to the Southwest corner of Well Site No. 6 and the true Point of Beginning; thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres, more or less.

A one-half acre parcel of land for Well Site No. 7 being a portion of the Cummer Land Company property as recorded in Official Records Book 417, Pages 541 and 548, St. Johns County, Florida, situated in Section 21, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at a concrete monument at the intersection of the Southerly line of the E. B. Gould Grant, Section 74, with the North line of Section 21, Township 6 South, Range 29 East, St. Johns County, Florida; thence South 33° 10' 38" East a distance of 1191.54 feet to the Southwest corner of Well Site No. 7 and the true Point of Beginning; thence North 23° 16' 39" West a distance of 147.58 feet; thence North 66° 43' 21" East a distance of 147.58 feet; thence South 23° 16' 39" East a distance of 147.58 feet; thence South 66° 43' 21" West a distance of 147.58 feet to the Point of Beginning, containing 0.50 acres more or less.

Part B.

A strip of land 40 feet in width, situated in Section 21 and 28, Township 6 South, Range 29 East, St. Johns County, Florida, being 20 feet continuous on each side of the following described center line:

Commencing at a concrete monument marking the intersection of the Southerly line of the E. B. Gould Grant, Section 74, and the North line of Section 20; thence South 89° 54' 49" East, a distance of 405.70 feet to the centerline of said easement and the true Point of Beginning; thence South 23° 16' 39" East a distance of 6,419.68 feet; thence South 13° 30' 00" East a distance of 3,008.02 feet; thence South 47° 58' 37" East a distance of 610.29 feet; thence South 17° 12' 38" East a distance of 999.00 feet point of intersection with the Southerly line of a 1500 foot permanent easement enclosing the St. Augustine Well Site, and being the terminus of this centerline description, said point being North 37° 29' 46" West a distance of 783.10 feet from a concrete monument on the Westerly boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeasterly from the Northwest corner of said John Ayrhault Grant. The sidelines of which to be lengthened or shortened accordingly to meet the adjoining property lines containing 9.22 acres more or less.

A CENTER LINE DESCRIPTION FOR THE MAIN PERMANENT UTILITY AND ROAD EASEMENT THROUGH A PORTION OF THE CUMMER LAND COMPANY PROPERTY FOR THE CITY OF ST. AUGUSTINE, FLORIDA.

A strip of land 40 feet in width, situated in Section 28, 33 and 34, Township 6 South, Range 29 East, St. Johns County, Florida; being a portion of the Cumer Land Company property as recorded in Official Records Book 417, pages 548 and 549, St. Johns County, Florida; being 20 feet continuous on each side of the following described center line:

Commencing at a found concrete monument on the West boundary of the John Ayrhault Grant, Section 47, said monument being 150.00 feet Southeast from the Northwest corner of said Grant; thence North 37° 29' 46" West a distance of 783.10 feet to the centerline of the said easement and the true Point of Beginning; thence South 17° 12' 38" East a distance of 1,207.43 feet; thence South 30° 00' 00" East a distance of 407.51 feet; thence South 13° 30' 00" East a distance of 475.38 feet; thence South 21° 00' 00" East a distance of 985.03 feet; thence South 18° 58' 06" East a distance of 1,495.39 feet; thence South 29° 35' 00" East a distance of 217.51 feet to the point of intersection with the North line of the S. J. Mills Septic Tank Inc. property, as recorded in Official Records Book 223, Page 422, St. Johns County, Florida; and being the Point of Terminus of this centerline description; said point being North 89° 51' 22" West a distance of 516.52 feet from a found concrete monument marking the Northeast corner of Government Lot 9, also being the Northeast corner of said S. J. Mills Septic Tank Inc. property; the sidelines of which to be lengthened or shortened accordingly to meet the adjoining property lines containing 4.40 acres more or less.

4. There shall be added to said contract 132.57 acres described in that certain Release of Easement executed by Southern Bell Telephone and Telegraph Company February 12, 1981, and recorded in Official Record Book 484, page 608, of the public records of St. Johns County, Florida, the easement thereby released formerly traversing Sections 4, 9, 10, 14, 15, 23, 38, 39, 42 and 44, of Township 5 South, Range 28 East, Sections 31 and 43, of Township 5 South, Range 29 East, and Sections 5, 9, 22, 27, 34 and 42 of Township 6 South, Range 29 East, map thereof being attached hereto as Exhibit "B".

5. There shall be added to said contract .24 acres of land contained in that certain deed of conveyance from HARRY L. TUCKER and CATHERINE S. TUCKER, his wife, to the trustees of the aforesaid CUMMER LAND TRUST, recorded in Official Record Book 551, page 460, of the public records of St. Johns County, Florida, more particularly described as follows:

That certain parcel of land lying and being in the County of St. Johns, State of Florida, being a part of the Joseph Delespine Grant, Section 81, Township 6 South, Range 29 East, and being more particularly described as follows: Commencing at the South-west corner of Section 81, Township 6 South, Range 29 East, and running North 34° 46' West, 28.2 feet to a concrete monument; thence continue North 34° 46' West, 210.44 feet to the point of beginning; thence continue North 34° 46' West, 209.56 feet to a concrete monument; thence North 83° 20' East, 115.59 feet; thence South 1° 26' 52" East, 185.58 feet to the point of beginning. Containing 0.24 acres more or less.

6. CONTAINER shall be excused for the remainder of the term of said contract from purchasing any timber or making any rental or other payments to OWNER with respect to the lands described in paragraphs 1, 2 and 3 of this Third Container Supplement to Contract.

7. With respect to the lands described in paragraphs 4 and 5 of this Third Container Supplement to Contract, CONTAINER, for the remainder of the term of said contract, shall purchase any timber, make rental and other payments to OWNER, return said lands for agricultural assessment and pay the ad valorem taxes levied thereon, if any.

8. Because of the elimination of 70.39 acres in St. Johns County from said contract as described in paragraphs 1, 2 and 3, of this Third Container Supplement to Contract, and because of the addition of 132.81 acres in St. Johns County to said contract as described in paragraphs 4 and 5 of this Third Container Supplement to Contract, there is a net addition of 62.42 acres to said contract by reason of the amendments contained in this Third Container Supplement to Contract, increasing the total acreage in St. Johns County, Florida, under said contract from 28,801.05 to 28,863.47 acres.

9. The parties agree that there shall be no cordage adjustment made to said contract as previously amended on account of the addition of 62.42 net acres to said contract as herein provided.

10. The amendments referred to herein in this Third Container Supplement to Contract shall be and become effective as of the dates of the respective transactions referred to in paragraphs 1, 2, 3, 4 and 5 hereof.

11. Except as herein amended and modified, the said contract of December 28, 1959, as heretofore amended and modified by the first ten Owens-

Illinois supplements and the first two Container supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Container Supplement to Contract to be executed, in duplicate, this the _____ day of _____, 1982.

SIGNED, sealed and delivered
in the presence of:

WELLINGTON W. CUMMER, as Trustee

ROBERT H. PAUL, III, as Trustee

HOWARD W. HARRISON, JR., as Trustee

CONTAINER CORPORATION OF AMERICA

By _____
Vice President

ATTEST: (Corp. Seal)

By _____
Asst. Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared WELLINGTON W. CUMMER, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1982.

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared ROBERT H. PAUL, III, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 1982.

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared HOWARD W. HARRISON, JR., to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 1982.

NOTARY PUBLIC
My commission expires:

STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, personally appeared _____
and _____
to me well known and known to me to be the Vice-President and Assistant Secretary respectively of CONTAINER CORPORATION OF AMERICA, the corporation named in the foregoing instrument and known to me to be the persons who as such officers of said corporation executed the same; and then and there the said _____ and _____
did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the uses and purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 1982, in the State and County aforesaid.

NOTARY PUBLIC
My commission expires:

FOURTH CONTAINER SUPPLEMENT TO CONTRACT

WHEREAS, THE CUMMER LAND TRUST, and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida, (formerly Cumber Sons Cypress Company), P. O. Box 17999, Jacksonville, Florida 32245, parties of the first part, hereinafter called "OWNER" by Indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P. O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), hereinafter called "OWENS-ILLINOIS", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 23, 1969, ten supplements to said contract had been executed by and between OWNER and OWENS-ILLINOIS; and

WHEREAS, OWENS-ILLINOIS made a partial assignment of its interest in said contract as supplemented to CONTAINER CORPORATION OF AMERICA by an assignment dated December 30, 1969, CONTAINER CORPORATION OF AMERICA, being party of the second part thereto, hereinafter called "CONTAINER", said partial assignment involving 21,574.14 acres of CUMMER LAND COMPANY and 7,290.43 acres of THE CUMMER COMPANY, all in St. Johns County, Florida; and

WHEREAS, by Indenture dated January 16, 1974, the First Container Supplement to Contract was executed by and between OWNER and CONTAINER setting out additions and deletions to the St. Johns County, Florida, acreage covered in the original Contract; and

WHEREAS, by Indenture dated January 19, 1981, the Second Container Supplement to Contract was executed by and between OWNER-TRUSTEE and CONTAINER concerning the procedure for contesting ad valorem assessments or paying ad valorem taxes on the St. Johns County, Florida, acreage covered in the contract, and

WHEREAS, by Indenture dated June 8, 1983, the Third Container Supplement to Contract was executed by OWNER-TRUSTEE and CONTAINER, setting out deletions and additions to the St. Johns County, Florida, acreage covered in the original contract; and

WHEREAS, by Indenture dated January 4, 1979, identified as Eleventh Supplement to Contract, THE CUMMER COMPANY set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to CUMMER LAND COMPANY; and

This instrument was prepared by:
EDWARD MCCARTHY, JR.
1738 Frederica Place
Jacksonville, Florida 32205

WHEREAS, on or about June 29, 1979, CUMMER LAND COMPANY liquidated and assigned to its shareholders all of its right, title and interest under the Contract, to the lands covered thereunder to its shareholders who, in turn, on or about January 19, 1981, assigned all of their right, title and interest under the Contract to CUMMER LAND TRUST, by and through its Trustees, WELLINGTON W. CUMMER and ROBERT H. PAUL, III, of P. O. Box 17999, 6001 Bowdendale Road, Jacksonville, Florida 32245, and HOWARD W. HARRISON, JR. of 2010 Chancellor Street, Philadelphia, PA 19103, hereinafter now referred to collectively as "OWNER-TRUSTEE"; and

WHEREAS, OWNER-TRUSTEE and CONTAINER wish to further amend and supplement said original contract (as pertains to the portion thereof assigned to CONTAINER) to delete certain parcels from the contract, and to add certain other parcels to the contract;

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, OWNER-TRUSTEE and CONTAINER agree as follows:

1. There shall be eliminated from said contract 5.04 acres of land contained in that certain deed of conveyance from the Trustees of the aforesaid CUMMER LAND TRUST to LUCIUS C. NORTH and AUDREY E. NORTH, his wife, recorded in Official Record Book 656, page 1936, of the public records of St. Johns County, Florida, more particularly described as follows:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 5, Township 5 South, Range 28 East, and being more fully described as follows: COMMENCE at the Northwest corner of said Section 5; thence South $89^{\circ} 45' 20''$ East, a distance of 1197.42 feet along the North line of said Section 5, to the point of intersection of said North line of Section 5, and the Southerly right of way line of Race Track Road (County Road #5), the Point of Beginning; thence South $77^{\circ} 42'$ West, along said Southerly right-of-way a distance of 315.42 feet; thence South $4^{\circ} 36' 40''$ East, a distance of 447.65 feet; thence South $88^{\circ} 05' 10''$ East, a distance of 413.28 feet; thence North $1^{\circ} 53' 52''$ East, a distance of 528.16 feet; thence North $89^{\circ} 45' 20''$ West along the North line of said Section 5, a distance of 158.35 feet to the Point of Beginning. Containing 5.04 acres, more or less.

2. There shall be eliminated from said contract 1.4 acres of land contained in that certain deed of conveyance from the Trustees of the aforesaid CUMMER LAND TRUST to JAMES ETHERTON, dated June 18, 1984, and recorded in Official Record Book 687, pages 1708-1709, of the public records of St. Johns County, Florida, more particularly described as follows:

Beginning at the SW corner of the NE $\frac{1}{4}$ of Section 17, Township 5 South, Range 28 East, proceed Northerly along $\frac{1}{4}$ section line, a distance of 260.7 feet to Point of Beginning; thence continue Northerly along same $\frac{1}{4}$ section line, a distance of 356.4 feet to a point on the SW edge of R/W of Russell Sampson Grade; thence Southeasterly along said SW R/W line, a distance of 588 feet; thence departing from SW R/W line Westerly a distance of 347.2 feet to Point of Beginning; being 1.4 acres more or less.

3. There shall be eliminated from said contract 10.8 acres of land contained in that certain deed of conveyance from the Trustees of the aforesaid CUMMER LAND TRUST to JAMES VISSER, dated September 13, 1985, and recorded in Official Record Book 687, pages 358-360, of the public records of St. Johns County, Florida, more particularly described as follows:

A PORTION OF FRACTIONAL SECTION 31, TOWNSHIP 6 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

For a Point of Beginning, commence at the Southeast corner of the Northeast one-quarter of Section 36, Township 6 South, Range 27 East (SE corner of NE $\frac{1}{4}$ of Section 36, Township 6 South, Range 27 East), being a point on the West line of the above-mentioned Section 31, and proceed East to the center line of Six Mile Creek, being the Westerly boundary of Section 38 or Antonio Huertas Grant; thence Northerly along said Six Mile Creek to its intersection with the Westerly line of Section 31; thence Southerly along said Westerly line of Section 31 to the Point of Beginning.

4. There shall be eliminated from said contract 8.0 acres of land contained in that certain deed of conveyance from the Trustees of the aforesaid CUMMER LAND TRUST to B. C. TOWNSEND, SR., dated September 2, 1986, and recorded in Official Record Book 717, page 1195, of the public records of St. Johns County, Florida, more particularly described as follows:

A parcel of land lying in Section 39, Township 7 South, Range 28 East, St. Johns County, Florida, more particularly described as follows:

From the Northeast corner of Lot 12, Cloverdale Subdivision as recorded in Map Book 8, page 68, Public Records of St. Johns County, Florida. Run North 02° 11' West 62.20 feet, to the Northerly right-of-way line of St. Augustine Picolata Road, thence South 86° 19' 30" East 555.75 feet along said road right-of-way to the point of beginning; thence North 00° 13' 05" West 430.05 feet, thence South 88° 44' 54" East 780.58 feet; thence South 00° 13' 05" East 463.13 feet; thence North 86° 19' 30" West 782.12 to the point of beginning, encompassing 8.00 acres.

5. There shall be added to the contract 20.0 acres of land described in that certain deed of conveyance from LUCIUS C. NORTH and AUDREY E. NORTH, his wife, to WELLINGTON W. CUMMER, ROBERT H. PAUL, III, and HOWARD W. HARRISON, JR., as Trustees, dated July 12, 1984, and recorded in Official Record Book 656, pages 993-994, of the public records of St. Johns County, Florida, more particularly described as follows:

The Southerly one-half of the Westerly one-half of the following described property: All of the E. B. Gould Grant, Section 74, Township 6 South, Range 29 East, EXCEPT the following described property: Beginning at Northeast corner of E. B. Gould Grant in Section 74, Township 6 South, Range 29 East; thence Southwesterly along North boundary of said Grant, 285 feet; thence Southeasterly parallel with East boundary of said Grant to South boundary line of said Grant; thence in a Northeasterly direction along the South boundary line of said Grant two hundred and eighty-five feet, to East boundary of said Grant; thence along East boundary of said Grant to Point of Beginning.

SUBJECT TO the oil, gas and mineral lease dated October 24, 1969, recorded in Official Records Book 167, page 153, of the public records of St. Johns County, Florida, retained by O. D. Wolfe and Birdie P. Wolfe, his wife

as corrected by Corrective Warranty Deed dated March 6, 1985, and recorded in Official Record Book 669, pages 1580-1583, of the public records of St. Johns County, Florida.

6. There shall be added to the contract 23.58 acres of land described in that certain deed of conveyance from B. C. TOWNSEND, JR. to Trustees of the aforesaid CUMMER LAND TRUST dated September 18, 1986, and recorded in Official Record Book 717, pages 1193-1194, of the public records of St. Johns County, Florida, more particularly described as follows:

A portion of the G. W. Perrell Grant, Section 41, Township 6 South, Range 28 East, lying Northeast of the Northeasterly right-of-way line of State Road No. 16, (S. R. 16 Right-of-Way location according to State of Florida, State Road Dept., Right-of-Way Map, State Road No. 16, Section 78060-2309), St. Johns County, Florida, and being more particularly described as follows:

From the Southeast corner of aforementioned Section 41, run North 17° East, along the Easterly line of said Section 41, a distance of 2254.28 feet, more or less, to a point of intersection with the Northeasterly Right-of-Way line of State Road No. 9 (also known as Interstate 95), said point of intersection being the point of beginning of this parcel of land hereinafter described; thence continue North 17° East on the Easterly line of said Section 41, for a distance of 1704.70 feet, more or less, to a point of intersection of the

Northeast corner of said Section 41 with the Northwest corner of Section 42 and the Southeast corner of Section 25; thence run South 71° 45' West, along the Northwestern line of said Section 41, a distance of 1458.07 feet, more or less, to a point of intersection with the Northeastly Right-of-Way line of State Road No. 9; thence run Southeastly along the Northeastly Right-of-Way line of said State Road No. 9, a distance of 1471.03 feet, more or less to the Point of Beginning. Containing 23.58 acres, more or less.

7. CONTAINER shall be excused for the remainder of the term of said contract from purchasing any timber or making any rental or other payments to OWNER-TRUSTEE with respect to the lands described in paragraphs 1, 2, 3 and 4 of this Fourth Container Supplement to contract.

8. With respect to the lands described in paragraphs 5 and 6 of this Fourth Container Supplement to Contract, CONTAINER, for the remainder of the term of said contract, shall purchase any timber, make rental and other payments to OWNER-TRUSTEE, return said lands for agricultural assessment and pay the ad valorem taxes levied thereon, if any.

9. Because of the elimination of 25.24 acres in St. Johns County from said contract as described in paragraphs 1, 2, 3 and 4 of this Fourth Container Supplement to Contract, and because of the addition of 43.58 acres in St. Johns County to said contract as described in paragraphs 5 and 6 of this Fourth Container Supplement to Contract, there is a net addition of 18.34 acres to said contract by reason of the amendments contained in this Fourth Container Supplement to Contract, increasing the total acreage in St. Johns County, Florida, under said contract from 28,863.47 to 28,881.81 acres. The foregoing reflects the elimination of the 53.03 acres involved in the right-of-way taking by City of Jacksonville Beach.

10. The parties agree that the cordage shall be adjusted for the net addition of 18.34 acres in accordance with the provisions of paragraph 12(b) of the contract dated December 28, 1959, to which this Fourth Container Supplement is an amendment.

11. The amendments referred to herein in this Fourth Container Supplement to Contract shall be and become effective as of the dates of the respective transactions referred to in paragraphs 1, 2, 3, 4, 5 and 6 hereof.

12. Except as herein amended and modified, the said contract of December 28, 1959, as heretofore amended and modified by the first of Ten Owens-Illinois Supplements and the first three Container Supplements, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Container Supplement to Contract to be executed, in duplicate, this 16th day of November 1987.

SIGNED, sealed and delivered in the presence of:

Wanda L. Group
Robert H. Paul, III
Howard W. Harrison, Jr.
WELLINGTON W. CUMMER, as Trustee
ROBERT H. PAUL, III, as Trustee
HOWARD W. HARRISON, JR., as Trustee

ATTEST: (Corp. Seal) CONTAINER CORPORATION OF AMERICA

By Wanda L. Group By Robert S. Busin
Assistant Secretary Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared WELLINGTON W. CUMMER, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of December, 1987.



James L. Potts
NOTARY PUBLIC
My commission expires: Notary Public, State of Florida
My Commission Expires March 3, 1988

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared ROBERT H. PAUL, III, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of December, 1987.



James L. Potts
NOTARY PUBLIC
My commission expires: Notary Public, State of Florida
My Commission Expires March 3, 1988

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

BEFORE ME personally appeared HOWARD W. HARRISON, JR., to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged to and before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 16th day of November, 1987.

Massimo J. Dudek
NOTARY PUBLIC
My commission expires: 9-26-88



STATE OF ~~ILLINOIS~~ Georgia
COUNTY OF ~~COOK~~ DeKalb

BEFORE ME, the undersigned authority, personally appeared HOYT S. GRISSOM and KARL K. HOAGLAND, to me well known to me to be the VICE PRESIDENT and ASST. SECRETARY, respectively, of CONTAINER CORPORATION OF AMERICA, the corporation named in the foregoing instrument and known to me to be the persons, who, as such officers of said corporation, executed the same, and then and there the said HOYT S. GRISSOM and KARL K. HOAGLAND did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the use and purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of January, 1988, in the State and County aforesaid.

Linda C. Naleway
NOTARY PUBLIC
My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires June 24, 1988

DEC - 6 1969

A. 837 PG 0796

St. John's County

89 27682
St. John's County

FIFTH CONTAINER SUPPLEMENT TO CONTRACT

EX 05857604 10

WHEREAS, THE CUMMER LAND COMPANY and THE CUMMER COMPANY, a corporation organized and existing under the laws of the State of Florida, (formerly Cumer Sons Cypress Company), P.O. Box 17999, Jacksonville, Florida 32245, parties of the first part, hereinafter called "OWNER" by Indenture dated December 28, 1959, entered into a contract with OWENS-ILLINOIS, INC., a corporation organized and existing under the laws of the State of Ohio, P.O. Box 1035, Toledo, Ohio 43601, (formerly Owens-Illinois Glass Company), hereinafter called "OWENS-ILLINOIS", which contract covered originally an estimated 47,911.44 acres of land in Baker and St. Johns Counties, Florida; and

WHEREAS, by Indentures dated as of January 1, 1962, June 11, 1962, September 14, 1965, September 28, 1965, January 24, 1966, November 7, 1967, November 20, 1967, January 9, 1969, May 29, 1969 and December 23, 1969, ten supplements to said contract had been executed by and between OWNER and OWENS-ILLINOIS; and

WHEREAS, OWENS-ILLINOIS made a partial assignment of its interest in said contract as supplemented to CONTAINER CORPORATION OF AMERICA by an assignment dated December 30, 1969, CONTAINER CORPORATION OF AMERICA, being party of the second part thereto, hereinafter called "CONTAINER", said partial assignment involving 21,574.14 acres of CUMMER LAND COMPANY and 7,290.43 acres of THE CUMMER COMPANY, all in St. Johns County, Florida; and

This Instrument prepared by:
Lewis S. Lee, Esquire
Ulmer, Murchison, Ashby & Taylor
Post Office Box 479
Jacksonville, Florida 32201

Return to:
Douglas B. Stanford
3701 INDEPENDENCE SQUARE
JACKSONVILLE, FLORIDA 32202

Return to →

J.R. 837 PG 0797

St. Johns County

WHEREAS, by Indenture dated January 16, 1974, the First Container Supplement to Contract was executed by and between OWNER and CONTAINER setting out additions and deletions to the St. Johns County, Florida, acreage covered in the original Contract; and

WHEREAS, by Indenture dated January 4, 1979, identified as Eleventh Supplement to Contract, THE CUMMER COMPANY set forth its assignment of its right, title and interest under the Contract, to the lands covered thereunder, to CUMMER LAND COMPANY; and

WHEREAS, on or about June 29, 1979, CUMMER LAND COMPANY liquidated and assigned to its shareholders all of its right, title and interest under the Contract, to the lands covered thereunder to its shareholders who, in turn, on or about January 19, 1981, assigned all of their right, title and interest under the Contract to CUMMER LAND TRUST, by and through its Trustees, WELLINGTON W. CUMMER and ROBERT H. PAUL, III, of P.O. Box 17999, 6001 Bowdendale Road, Jacksonville, Florida 32245, and HOWARD W. HARRISON, JR. of 2010 Chancellor Street, Philadelphia, PA 19103, hereinafter now referred to collectively as "OWNER-TRUSTEE"; and

WHEREAS, by Indenture dated January 19, 1981, the Second Container Supplement to Contract was executed by and between OWNER-TRUSTEE and CONTAINER concerning the procedure for contesting ad valorem assessments or paying ad valorem taxes on the St. Johns County, Florida, acreage covered in the contract; and

WHEREAS, by Indenture dated June 8, 1983, the Third Container Supplement to Contract was executed by OWNER-TRUSTEE

R. 837 PG 0798

St. Johns County
5857304.12

and CONTAINER, setting out deletions and additions to the St. Johns County, Florida, acreage covered in the original contract; and

WHEREAS, by Indenture dated November 16, 1987, the Fourth Container Supplement to Contract was executed by OWNER-TRUSTEE and CONTAINER, setting out deletions and additions to the St. Johns County, Florida acreage covered with original contract; and

WHEREAS, OWNER-TRUSTEE and CONTAINER wish to further amend and supplement said original contract (as pertains to the portion thereof assigned to CONTAINER) to delete certain parcels from the contract and to add certain other parcels to the contract;

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, OWNER-TRUSTEE and CONTAINER agree as follows:

1. There shall be eliminated from said contract approximately 1,055.02 acres of land in St. Johns County, Florida as described on Exhibit "A" annexed hereto and made a part hereof; provided, however, that Owner-Trustee grants to Container a nonexclusive easement for ingress and egress over and across existing unpaved silvicultural roads on the lands described on Exhibit "A" (the "Access Easement") for the purpose of vehicular access to other lands owned by Owner-Trustee lying north of and adjacent to the lands described on Exhibit "A" in the exercise of timber rights retained by Container on such adjacent lands. Container shall maintain the existing easement roadways at its sole expense. The Access Easement shall be relocatable in the

O. N. 837 PG 0799

St. Johns County

EX-1058560410
OFFICIAL RECORDS

Nassau
County

maintenance expense) of Owner-Trustee, its successors and assigns, and such relocated roadway shall lie within the lands described on Exhibit "A" or within reasonable proximity to the lands described on Exhibit "A" and shall meet or exceed the standards of the existing unpaved roadways now utilized by Container over the lands described on Exhibit "A". The Access Easement shall terminate automatically upon (i) expiration or subsequent release of the Timber Contract as it applies to such adjacent lands, or (ii) dedication to public use of the roads over which the Access Easement passes, which may be effectuated in the sole discretion of Owner-Trustee, its successors and assigns.

2. There shall be added to the contract 1021.75 acres of land described in that certain deed of conveyance from Champion Realty Corporation (Florida) to Wellington W. Cummer, Robert H. Paul, III, and Howard W. Harrison, Jr., as Trustees, dated November 3, 1989 recorded in Official Records Book 0583, page 0825 of the public records of Nassau County, Florida more particularly described on Exhibit "B" annexed hereto. The term of the contract, with respect to said 1021.75 acres described in this paragraph 2, shall be extended to a date which is the date occurring five years subsequent to the date upon which the term of the existing contract would have otherwise expired.

3. CONTAINER shall be excused for the remainder of the term of said contract from purchasing any timber or making any rental or other payments to OWNER-TRUSTEE with respect to the lands described in paragraph 1 of this Fifth Container Supplement to contract.

P 9. 837 PG 0800

St. John County

0:05:00
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Nassau County

4. With respect to the lands described in paragraph 1 of this Fifth Container Supplement to Contract, CONTAINER, for the remainder of the term of said contract, as herewith amended, shall purchase any timber, make rental and other payments to OWNER-TRUSTEE, return said lands for agricultural assessment and pay the ad valorem taxes levied thereon, if any, all as is provided by the Contract, as amended, through this Fifth Container Supplement.

5. With respect to the lands described in paragraph 1 of this Fifth Container Supplement to Contract, OWNER-TRUSTEE and CONTAINER agree that timber cordage standing thereon has a value of \$171,639. OWNER-TRUSTEE agrees that CONTAINER shall be compensated (i) prior to December 31, 1990, for one-third of such cordage by OWNER-TRUSTEE either (1) providing substitute cordage of trees of a species, size and type acceptable to CONTAINER within CONTAINER'S Fernandina, Florida plant market area (having a fair market value as measured by CONTAINER for other open market purchases which it makes), (2) cash or (3) a combination of cordage and cash, equal in value to \$57,213; (ii) prior to December 31, 1991, for the second one-third of such cordage by OWNER-TRUSTEE either (1) providing substitute cordage of trees of a species, size and type acceptable to CONTAINER within CONTAINER'S Fernandina, Florida plant market area (having a fair market value as measured by CONTAINER for other open market purchases which it makes), (2) cash or (3) a combination of cordage and cash, equal in value to \$57,213; and (iii) prior to December 31, 1992, for the final one-third of such cordage by OWNER-TRUSTEE either (1) providing substitute cordage of trees of

.R. 837 PG 0801

St. John County

a species, size and type acceptable to CONTAINER within CONTAINER'S Fernandina, Florida plant market area (having a market value as measured by CONTAINER for other open market purchases which it makes), (2) cash or (3) a combination of cordage and cash, equal in value to \$57,213.

6. Because of the elimination of acres in St. Johns County from said contract as described in paragraph 1 of this Fifth Container Supplement to Contract, and because of the addition of acres in Nassau County to said contract as described in paragraph 2 of this Fifth Container Supplement to Contract, there is a net reduction of 33.27 acres to said contract by reason of the amendments contained in this Fifth Container Supplement to Contract, decreasing the total acreage under said contract from 28,881.81 acres to 28,848.54 acres.

7. The parties agree that the cordage shall be adjusted for the net reduction of acres in accordance with the provisions of paragraph 12(b) of the contract dated December 28, 1959, to which this Fifth Container Supplement is an amendment.

8. The amendments referred to herein in this Fifth Container Supplement to Contract shall be and become effective as of the dates of the respective transactions referred to in paragraphs 1 and 2 hereof.

9. Except as herein amended and modified, the said contract of December 28, 1959, as heretofore amended and modified by the first of Eleven Owens-Illinois supplements and the first four Container Supplements, shall remain unchanged and in full force and effect.

..R. 837 PG 0802

St. Johns County

IN WITNESS WHEREOF, the parties hereto have signed this
Fifth Container Supplement to Contract to be executed, in
duplicate, as of this 1st day of November, 1989.

Signed, sealed and delivered
in the presence of:

Mary M. Paul Wellington W. Cummer
WELLINGTON W. CUMMER, as Trustee
Robert H. Paul, III
ROBERT H. PAUL, III, as Trustee

David E. Harrison Howard W. Harrison, Jr.
HOWARD W. HARRISON, JR., as
Trustee
Patricia A. Daniel
As to Howard W. Harrison, Jr.

ATTEST:

CONTAINER CORPORATION OF AMERICA

By: William S. Grisson
Asst. Secretary

By: Howard W. Harrison, Jr.
HOWARD W. HARRISON, JR.,
Vice President



C.R. 837 PG 0803

STATE OF FLORIDA
COUNTY OF DUVAL

St. Johns County
BK0585PG0417 *passon County*

BEFORE ME personally appeared WELLINGTON W. CUMBER, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of November, 1989.

James L. [Signature]
Notary Public, State of Florida
My Commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 3, 1992
SIGNED THIS NOTARY PUBLIC UNDERWRITING

BEFORE ME personally appeared ROBERT H. PAUL, III, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of November, 1989.

James L. [Signature]
Notary Public, State of Florida
My Commission expires:

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 3, 1992
SIGNED THIS NOTARY PUBLIC UNDERWRITING

BEFORE ME personally appeared HOWARD W. HARRISON, JR., to me well known and known to me to be the individual described in and who executed the foregoing instrument as Trustee, and acknowledged before me that he executed the same as such Trustee for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of *November*, 1989.

Barbara J. [Signature]
Notary Public,

NOTARIAL SEAL
BARBARA J. HAEDEL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 31, 1993

O.R. 837 PG 0804

St. Louis County

8K0585PG0418

OFFICIAL RECORD

Nassau County

STATE OF Missouri
COUNTY OF St. Louis

BEFORE ME, the undersigned authority, OFFICIAL RECORD personally appeared HOYT S. GRISSOM and Winifred I. Young, to me well known to me to be the Vice President and Asst. Secretary, respectively, of CONTAINER CORPORATION OF AMERICA, the corporation named in the foregoing instrument and known to me to be the persons, who, as such officers of said corporation, executed the same, and then and there the said HOYT S. GRISSOM and Winifred I. Young did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the use and purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 9th day of November, 1989, in the State and County aforesaid.

Gary R. Riepl
Notary Public

GARY R. RIEPL
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 8/30/91
ST. LOUIS COUNTY



Description of Property

O.R. 837 PG 0805

St. Johns County

Those certain tracts of land located in Township 6 South, Range 28 East, St. Johns County, Florida described as follows:

All of fractional Section 3 lying west of I-95 Right-of-Way.

All of fractional Section 10 ~~ORIGINAL RECORDS~~ of I-95 Right-of-Way.

Nassau County

All of Section 11 lying west of I-95 Right-of-Way.

All of Government Lot 3, Section 14, lying northwest of Nine Mile Road, except I-95 Right-of-Way.

All of fractional Section 15.

All of fractional Section 43 (Zeph. Kingsley Grant), except I-95 Right-of-Way.

Together with the following described land:

A part of Sections 2 and 3 together with all of Section 10, lying East of Interstate 95 right-of-way together with all of Section 11 less and except the East $\frac{1}{4}$ of and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part lying in and West of Interstate 95 right-of-way, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: For a Point of Reference, Commence at the southwest corner of said Section 11, thence North $89^{\circ}32'10''$ East along the south line of said Section 11 to a point on the Northeasterly right-of-way line of said Interstate 95 (a 300 foot right-of-way as now established) a distance of 465.59 feet, said point being the POINT OF BEGINNING; thence North $27^{\circ}32'59''$ West along said Northeasterly right-of-way line a distance of 6010.22 feet; thence North $89^{\circ}18'55''$ East leaving said Northeasterly right-of-way line a distance of 4946.39 feet; thence South $00^{\circ}11'37''$ East along the West line of said East $\frac{1}{4}$ of Section 11 and a Northerly projection thereof a distance of 4057.34 feet; thence South $89^{\circ}11'13''$ West along the North line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11 a distance of 1311.89 feet; thence South $00^{\circ}23'04''$ West along the West line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11 to its intersection with the aforesaid South line of Section 11 a distance of 1304.95 feet; thence South $89^{\circ}32'10''$ West along said South line of Section 11 to its intersection with the Northwestern right-of-way line of Old Nine Mile Road a distance of 589.15 feet; thence South $44^{\circ}35'20''$ West along said Northwestern right-of-way line of Old Nine Mile Road to its intersection with the aforesaid Northeasterly right-of-way line of Interstate 95 a distance of 252.80 feet; thence North $27^{\circ}32'59''$ West along said Northeasterly right-of-way line a distance of 200.59 feet to the POINT OF BEGINNING.

EXHIBIT B

O.R. 837 PG 0806

St. John County

Lands Added

8K0585PG0420

OFFICIAL RECORDS

Nassau
County

- * **FROM** Section 29, Township 3 North, Range 25 East. All that part of the West half of the Northeast quarter, the Northwest quarter, the Northwest quarter of the Southeast quarter and the Northwest quarter of the Southwest quarter (W1/2 of NE1/4, NW1/4, NW1/4 of SE1/4 of SW1/4 and NW1/4 of SW1/4) lying North of present run of Boggy Creek, containing approximately 237.78 acres situated in Nassau County, Florida.
- * **FROM** Section 30, Township 3 North, Range 25 East. All that part of the Northeast quarter, the Northwest quarter, the Southwest quarter and West half of the Southeast quarter (NE1/4, NW1/4, SW1/4 and W1/2 of SE1/4) lying North and West of present run of Boggy Creek, containing approximately 577.24 acres situated in Nassau County, Florida.
- * **FROM** Section 31, Township 3 North, Range 25 East. All that part of the Northwest quarter, the Southwest quarter and the Northwest quarter of the Northeast quarter (NW1/4, SW1/4 and NW1/4 of NE1/4) lying North and West of present run of Boggy Creek, containing approximately 211.53 acres situated in Nassau County, Florida.

8916505

Nassau
County

FILED & RECORDED IN FIELD
RECORDS OF NASSAU COUNTY, FLA.
NOV 15 1989

89 DEC -6 PM 1:18

CLERK OF COURT
NASSAU COUNTY, FLA.

FILED & RECORDED IN FIELD
RECORDS OF NASSAU COUNTY, FLA.
NOV 15 1989

89 NOV -15 PM 12:11

CLERK OF COURT

VERIFIED BY
IN



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

October 11, 1999

Work Order No. S99-307
Cummer Land Trust

St. Johns River Water Management District Conveyance Land
Parcel "A"

All of Sections 22, 23, 24, 27, 35, 36, and Section 38 of the Anselm Gay Grant, Section 39 of the John Gionoply Grant, Section 42 of the Philip R. Yonge Grant, Section 43 of the Zeph. Kingsley Grant, Section 44 of the George Gionoply Grant, Section 45 of the Eman. Gionoply Grant, together with a portion of Sections 13, 33, 34 and Section 37 of the Anselm Gay Grant, all lying within Township 5 South, Range 28 East, St. Johns County, Florida; together with portions of Sections 19, 29, 30, 31, 32; Section 41 of the Reuben Charles Grant, Section 42 of the Anselm Gay Grant, and Section 43 of the John Gionoply Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida; together with a portion of Sections 2, 3, and 11, Township 6 South, Range 28 East, St. Johns County, Florida; together with all of Section 6, and Section 46 of the J. Gianoply or Z. Kingsley Grant, Section 58 of the Jno. Gianoply Grant, Section 59 of the Gianoply or Bushnell or Kingsley Grant, Section 60 of the Gianoply or Bushnell or Kingsley Grant, Section 64 of the Kingsley, Bushnell or Ingersoll Grant, Section 67 of the Kingsley or Ingersoll Grant, Section 77 of the L. Capo or Kingsley Grant, and Section 100 of the Z. Kingsley Grant, together with a portion of Sections 4 and 5, and Section 61 of the Bushnell's heirs or Kingsley Grant, Section 62 of the Heirs of E. Bushnell Grant, Section 63 of the Z. Kingsley Grant, Section 65 of the Kingsley, Bushnell or Schofield Grant, and Section 66 of the M. Schofield or Kingsley Grant, all lying within Township 6 South, Range 29 East, St. Johns County, Florida, portions of which being bounded on the East by a Florida East Coast Railroad right of way, bounded on the South by Nine Mile Road, and bounded on the West by Interstate Highway No. 95 and being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the North line of said Section 33, Township 5 South, Range 28 East, with the Easterly limited access right of way line of said Interstate Highway No. 95, a 300 foot right of way as presently established, thence Easterly, along said North line of Section 33, a distance of 1870 feet, more or less to its intersection with the West line of Section 27 of last said Township and Range; thence Northerly, along said West line, 5540 feet, more or less to the Northwest corner of said Section 27; thence Northerly, along the West line of Section 22 of last said Township and Range, 5290 feet, more or less to its intersection with the North line of said Section 22; thence Easterly along said North line, 5350 feet, more or less to the Northeast corner of said Section 22; thence continue Easterly along the North line of Section 23 of last said Township and Range, 5340 feet, more or less to its intersection with the West line of Section 13 of last said Township and Range; thence Northerly, along said West line, 5200 feet, more or less to its intersection with the Westerly line of a Florida East Coast Railroad right of way; thence Southeasterly, along said Westerly right of way line, 1930 feet, more or less to a point of curvature of a curve concave Southwesterly, having a radius of 19509.88 feet; thence continue Southeasterly along

said Westerly line and along the arc of said curve, through a central angle of $03^{\circ} 12' 00''$, an arc distance of 1089.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $39^{\circ} 38' 47''$ East, 1089.50 feet; thence continue Southwesterly along said Westerly line, 462.73 feet to a point; thence Southwesterly, continuing along said Westerly right of way line 100.00 feet; thence Southeasterly along said Westerly line, 200.00 feet; thence Northeasterly along said Westerly line, 100.00 feet; thence Southeasterly continuing along said Westerly right of way line 8820 feet, more or less to its intersection with the West line of a Florida East Coast Railroad parcel, (parcel No. 070920-0000 of the Public Records of said County); thence Southeasterly, departing said Westerly right of way line, and along the West line of said parcel, 1100 feet, more or less, to the Northeast corner of the lands described and recorded in Official Records Book 550, page 582 of the Public Records of said County; thence Southwesterly along the North line of last said lands, 240 feet; thence Southeasterly, along the West line of said lands, 180 feet; thence Northeasterly along the South line of said lands 240 feet to the West line of said Florida East Coast Railroad parcel; thence Southeasterly along said West line, 110 feet, more or less to the Southerly line thereof; thence Northeasterly along said Southerly line, 520 feet, more or less, to a point lying on said Westerly line of said Florida East Coast Railroad right of way; thence Southeasterly, along said Westerly right of way line, 15,300 feet more or less to its intersection with the Northerly right of way line of said Nine Mile Road (International Golf Parkway), a 66 foot right of way as presently established; thence Southwesterly, departing said Westerly right of way line and along said Northerly right of way line, 1780 feet, more or less, to a point; thence continue Southwesterly along said North right of way line, 5460 feet, more or less to a point; thence continue Southwesterly along said North right of way line, 1420 feet, to a point; thence continue Southwesterly along said North right of way line, 5590 feet, more or less, to its intersection with the West line of Section 63 of the Zeph. Kingsley Grant, said Township 6 South, Range 29 East; thence Northerly, departing said Northerly right of way line and along said West line of Section 63, a distance of 3,890 feet, more or less to the Northwest corner of said Section 63; thence continue Northerly, along the West line of said Section 77 of the L. Capo or Kingsley Grant, Township 6 South, Range 29 East, a distance of 2680 feet, more or less, to the Northwest corner of said Section 77; thence continue Northerly, along the West line of said Section 100 of the Z. Kingsley Grant, Township 6 South, Range 29 East, a distance of 2640 feet, more or less, to the Northwest corner of said Section 100; thence Westerly along the South line of said Section 43 of the Zeph. Kingsley Grant, Township 5 South, Range 28 East, a distance of 3650 feet, more or less to the Southwest corner of said Section 43; thence continue Westerly, along the South line of said Section 36 of last said Township and Range, 1630 feet, more or less to the Southwest corner of said Section 36; thence continue Westerly, along the South line of said Section 35 of last said Township and Range, 1320 feet, more or less, to the Northwesterly corner of the lands described and recorded in Official Records Book 729, page 753 of the Public Records of said St. Johns County; thence Southerly along the West line of said lands 5360 feet, more or less, to its intersection with the South line of said Section 2, Township 6 South, Range 28 East; thence continue Southerly along the West line of the Northeast one-quarter of the Northeast one-quarter of said Section 11, last said Township and Range, a distance of 1310 feet, more or less, to its intersection with the North line of the Southwest one-quarter of the Northeast one-quarter of said Section 11; thence Westerly, along said North line, 1320 feet, more or less to its intersection with the East line of the lands described and Recorded in Official Records Book 837, pages 807 and 820; thence Northerly, along said East line, 1430 feet, more or less, to the Northeast corner of said lands; thence Easterly, along the North line of said lands, 4950 feet, more or less to its intersection with said Easterly limited access right of way line of Interstate

Highway No. 95; thence Northwesterly, along said Easterly limited access right of way line 11,720 feet, more or less, to the Point of Beginning.

LESS AND EXCEPT the following parcels:

Lands of the Robert J. Stall estate (parcel No. 071030-0000); lands described and recorded in Official Records Book 831, page 1064; lands described and recorded in Official Records Book 1318, page 1575; lands of the Florida Mutual Land Corp. (parcel No. 071010-0000); lands described and recorded in Official Records Book 868, page 1139; lands described and recorded in Official Records Book 960, page 620; lands described and recorded in Deed Book 170, page 555; lands described and recorded in Official Records Book 59, page 534; lands described and recorded in Official Records Book 60, page 439; lands of the G.R. Chassevent estate, (Parcel No. 071330-0000); and lands described and recorded in Official Records Book 1318, page 1575, all of the Public Record of St. Johns County, Florida.

Said lands being the same lands as described in all of Official Records Book 480, Page 168 and a portion of those lands described in Official Records Book 417, Pages 544 thru 560.

Containing 10,220 acres more or less.



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October 11, 1999
REVISED: November 30, 1999

Work Order No. S99-307
Cummer Land Trust

St. Johns River Water Management District Conveyance Land
Parcel "B"

A portion of Sections 12, 13, 23, 24, 25 and Section 41 of the G.W. Perpall Grant, Section 42 of the G.W. Perpall Grant and Section 48 of the Z. Kingsley Grant, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, together with all of Sections 18, 19, 20, 21, 28, 29, 30, 32 and Section 68 of the D.L. Clinch Grant, Section 69 of the J.M. Fontane or A. Gay Grant, Section 70 of the J.M. Fontane Grant, Section 71 of the J.M. Fontane Grant, Section 72 of the Antelm Gay Grant, Section 73 of the Gay or Clinch Grant, Section 75 of the G.W. Perpall Grant, Section 76 of the Fontane or Gay Grant and Section 78 of the Martin Hernandez Grant, together with a portion of Sections 17, 22, 27, 31, 33, 34, and Section 47 of the John Ayrhault Grant, Section 61 of the Bushnells heirs or Kingsley Grant, Section 62 of the Heirs of E. Bushnell Grant, Section 63 of the Z. Kingsley Grant, Section 65 of the Kingsley, Bushnell or Schofield Grant, Section 66 of the M. Schofield or Kingsley Grant, and Section 74 of the E.B. Gould Grant, all lying within Township 6 South, Range 29 East, St. Johns County, Florida, together with all of Section 53 of the Martin Hernandez Grant, Township 7 South, Range 29 East, St. Johns County, Florida, portions of which being bounded on the West by Interstate Highway No. 95 and bounded on the North by Nine Mile Road and being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the East line of the West one-half of the West one half of said Section 13, Township 6 South, Range 28 East, with the Southerly right of way line of said Nine Mile Road (International Golf Parkway), a 66 foot right of way as presently established; thence Easterly along said Southerly right of way line, 2570 feet, more or less; thence Northeasterly, continuing along said Southerly line, 1430 feet, more or less; thence Northeasterly, continuing along said Southerly line 6180 feet, more or less; thence Northeasterly, continuing along said Southerly right of way line, 1370 feet, more or less, to its intersection with the East line of said Section 62 of the Heirs of E. Bushnell Grant, said Township 6 South, Range 29 East; thence Southerly, departing said Southerly right of way line and along said East line of Section 62, a distance of 1800 feet, more or less, to its intersection with the Easterly line of said Section 63 of the Z. Kingsley Grant, said Township 6 South, Range 29 East; thence Southerly, along said Easterly line of Section 63, a distance of 3540 feet, more or less, to its intersection with the North line of said Section 17 of last said Township and Range; thence Easterly, along said North line 1430 feet, more or less, to its intersection with the West line of the East one-half of said Section 17; thence Southerly, along said West line, 5350 feet, more or less, to its intersection with the North line of said Section 20, Township 6 South, Range 29 East; thence Easterly, along said North line, 2640 feet, more or less, to its intersection with the West line of said Section 74 of the E.B. Gould Grant, said Township and Range; thence Northwesterly, along said West line, 1020.22 feet to the North line of the lands described and recorded in Official Records Book 669, page 1580; thence Northeasterly, along said North line 825.27 feet to the Northeast corner of said lands; thence

Southeasterly, along the East line of said lands of Official Records Book 669, page 1580, 1154.93 feet to a point lying on the South line of said Section 74; thence Southwesterly, along said South line, 274.04 feet to its intersection with the North line of said Section 21; said Township and Range; thence Easterly, along said North line of Section 21, a distance of 4750 feet, more or less, to the Northeast corner of said Section 21; thence continue Easterly, along the North line of said Section 22, of last said Township and Range, 4400 feet, more or less, to its intersection with the West line of Section 51 of the Daniel Harlburt Grant, said Township 6 South, Range 29 East; thence Southeasterly, along said West line, 1780 feet, more or less, to its intersection with the East line of said Section 22; thence Southerly, along said East line, 1160 feet, more or less, to its intersection with the North line of Government Lot 8 of said Section 22; thence Westerly, along said North line and along the North line of Government Lots 9 and 10 of said Section 22, a distance of 3980 feet, more or less, to the Northeast corner of said Government Lot 10; thence Southerly, along the West lines of Government Lots 10 and 13 of said Section 22, a distance of 2670 feet, more or less, to a point lying on the North line of said Section 27 of last said Township and Range; thence Easterly, along said North line 2640 feet, more or less, to the Northwest corner of Government Lot 1 of said Section 27; thence Southerly, along the West lines of the Government Lots 1, 8, 9, and 16 of said Section 27, said lines also being the West line of the lands described and recorded in Official Records Book 841, page 765 of the Public Records of said St. Johns County, a distance of 5350 feet, more or less, to a point lying on the North line of said Section 34, said Township and Range; thence continue Southerly along the West lines of Government Lots 1, 4, 5 and 12 of said Section 34, said lines also being the West line of the lands described and recorded in Official Records Book 362, page 240 of said Public Records, a distance of 4990 feet, more or less, to a point lying on the North line of Section 81, the Jos. Delespine Grant, said Township and Range; thence Westerly, along said North line, 90 feet, more or less, to its intersection with the West line of said Section 81; thence Southerly along said West line, a distance of 380 feet, more or less, to its intersection with the South line of said Section 34; thence Westerly, along said South line, 2640 feet, more or less, to its intersection with the East line of Government Lot 9 of said Section 34; thence Northerly, along said East line, 1340 feet, more or less, to its intersection with the North line of said Government Lot 9; thence Westerly, along said North line, 1340 feet, more or less, to its intersection with the West line thereof; thence Southerly, along said West line, 1340 feet, more or less, to the Southwest corner of said Section 34; thence Westerly along the South line of said Section 33 of said Township 6 South, Range 29 East, 1330 feet, more or less, to its intersection with the East line of Government Lot 15 of said Section 33; thence Northerly along the East line of Government Lots 15 and 10 of said Section 33, said line also being the East line of the lands described and recorded in Official Records Book 817, page 1583 of said Public Records, a distance of 2670 feet, more or less, to the Northeast corner of said lands and said Government Lot 10; thence Westerly, along the North line of said Lot 10 and said lands and the North line of the lands described and recorded in Official Records Book 161, page 21 of said Public Records, a distance of 2650 feet, more or less, to the Northwest corner of said lands of Official Records Book 161, page 21, said point also being the Northwest corner of Government Lot 11 of said Section 33; thence Southerly, along the West line of said Lot 11 and Government Lot 14 of said Section 33 and along the West line of said lands of Official Records Book 161, page 21, a distance of 1660 feet, more or less, to its intersection with the North line of the lands described and recorded in Official Records Book 1260, page 116 of said Public Records; thence Westerly, along said Northerly line, 530 feet, more or less, to a point lying on the East line of said Section 78 of the Martin Hernandez Grant, said Township 6 South, Range 29 East; thence Southerly, along said East line, 1000 feet, more or less, to the Southeast corner of said Section 78; thence continue Southerly, along the East line of said Section 53 of the Martin Hernandez Grant,

Township 7 South, Range 29 East, 4980 feet, more or less, to the Southeast corner of said Section 53; thence Westerly, along the South line of said Section 53, a distance of 2640 feet, more or less, to the Southwest corner thereof; thence Northerly, along the West line of said Section 53, a distance of 5180 feet, more or less, to a point lying on the South line of said Section 32, Township 6 South, Range 29 East; thence Westerly, along said South line, 3390 feet, more or less, to the Southwest corner of said Section 32; thence continue Westerly, along the South line of said Section 31 of last said Township and Range, 2230 feet, more or less, to its intersection with the Northeasterly limited access right of way line of said Interstate Highway No. 95; thence North $38^{\circ}29'40''$ West, along said Easterly right of way line, 200 feet, more or less, to a point; thence North $53^{\circ}29'40''$ West, continuing along said Northeasterly line, 502.28 feet; thence North $38^{\circ}29'40''$ West, continuing along said Northeasterly limited access right of way line, 4210 feet, more or less, to its intersection with the West line of said Section 31; thence Northerly, departing said Northeasterly right of way line and along said West line of Section 31, a distance of 1470 feet, more or less, to its intersection with the South line of Section 42 of the G.W. Perpall Grant, Township 6 South, Range 28 East, said St. Johns County, Florida; thence Westerly, along said South line of Section 42, a distance of 1210 feet, more or less, to its intersection with said Northeasterly limited access right of way line of Interstate Highway No. 95; thence North $38^{\circ}29'40''$ West, along said Northeasterly right of way line, 3380 feet, more or less, to the point of curvature of a curve concave Northeasterly having a radius of 11309.16 feet; thence Northwesterly, continuing along said right of way line and along the arc of said curve, through a central angle of $10^{\circ}59'20''$, an arc distance of 2169.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $33^{\circ}00'00''$ West, 2165.69 feet; thence North $27^{\circ}30'20''$ West, continuing along said Easterly right of way line, 3700 feet, more or less, to its intersection with the West line of said Section 23, said Township 6 South, Range 28 East; thence Northerly, departing said Easterly limited access right of way line and along said West line of Section 23, a distance of 2570 feet, more or less, to the North line of the lands described and recorded in Official Records Book 974, page 1795 of the Public Records of said County; thence westerly along the North lines of the lands described and recorded in Official Records Book 974, Page 1795, Official Records Book 667, page 1044 and Official Records Book 1126, page 1017, a distance of 1370 feet, more or less, to a point lying on the West line of said Section 23; thence Northeasterly, along said West line, 120 feet, more or less, to its intersection with the North line of said Section 23; thence Easterly, along said North line, 1810 feet, more or less, to the Northeast corner of said Section 23; thence continuing Easterly, along the North line of said Section 24 of said Township 6 South, Range 28 East, 1190 feet, more or less, to its intersection with said East line of the West one-half of the West one-half of said Section 13, Township 6 South, Range 28 East; thence Northerly, along said East line, 5260 feet, more or less, to the Point of Beginning.

LESS AND EXCEPT the lands described and recorded in Deed Book 43, page 72 of the Public Records of St. Johns County, Florida together with well sites as described and recorded in Official Records Book 494, pages 647 through 649 and 654 of said Public Records.

Containing 10,045 acres more or less.



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October 11, 1999

Work Order No. S99-307

Parcel "C"

St. Johns River Water Management District Conveyance

A portion of Sections 33, and 34, Township 5 South, Range 28 East, together with all of Section 4 and a portion of Section 5, Township 6 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows:

For a Point of Beginning, commence at the corner common to Sections 28, 29, 32, and 33 of said Township 5 South, Range 28 East, thence Easterly, along said North line of said Section 33 a distance of 3140 feet, more or less, to its intersection with the Westerly limited access right of way line of Interstate Highway No. 95, a 300 foot right of way as presently established; thence South $27^{\circ} 29' 51''$ East, along said Westerly limited access right of way line, 5830 feet, more or less, to its intersection with the South line of said Section 34; thence Westerly, along said South line, 140 feet, more or less, to its intersection with the East line of said Section 4; thence Southerly, along said East line, 5230 feet, more or less, to its intersection with the South line of said Section 4; thence Westerly, along said South line, 5340 feet, more or less, to its intersection with the West line of the lands described and recorded in Official Records Book 417, page 546, of the Public Records of said County; thence Northerly along said West line, 5200 feet, more or less, to its intersection with the South line of said Section 32; said Township 5 South, Range 28 East; thence Northerly along the West line of said Section 33, last said Township and Range, a distance of 5320 feet, more or less, to its intersection with said North line of Section 33, and the Point of Beginning.

Containing 1,200 acres, more or less.



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October 11, 1999

Work Order No. S99-307
Cummer Land Trust

St. Johns River Water Management District Conveyance Land
Parcel "D"

A portion of Sections 23, 24, 25 and 26, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the West line of said Section 23 with the Southwesterly limited access right of way line of Interstate Highway No. 95, a 300 foot right of way as presently established; thence South $27^{\circ}30'20''$ East along said Southwesterly right of way line, 3220 feet, more or less, to the point of curvature of a curve concave Northeasterly and having a radius of 11609.16 feet; thence Southeasterly along said right of way line and along the arc of said curve, through a central angle of $06^{\circ}44'50''$, an arc distance of 1367.11 feet to its intersection with the North line of those lands described and recorded in Official Records Book 1219, page 1280 of the Public Records of said St. Johns County, said point also lying on the Northerly line of Section 41 of the G. W. Perpall Grant, said Township and Range, said curve being subtended by a chord bearing and distance of South $30^{\circ}52'45''$ East, 1366.32 feet; thence Southwesterly along said North line of Section 41, a distance of 1340 feet, more or less, to a point; thence Northwesterly along the Northerly lines of those lands described and recorded in Official Records Book 256, page 273, Official Records Book 401, page 422, and Official Records Book 1120, page 255, all being of said Public Records, and continuing along said Northerly line of Section 41, a distance of 2180 feet, more or less, to its intersection with the Westerly line of said lands described and recorded in Official Records Book 1120, page 255, said line also being the Westerly line of said Section 41, thence Southwesterly along said Westerly line, 2090 feet, more or less, to its intersection with the North line of those lands described and recorded in Official Records Book 468, page 539 of said Public Records, said line also being the North line of Government Lot 6, of said Section 26; thence Westerly along said North line, 790 feet, more or less, to its intersection with the Northeasterly line of those lands described and recorded in Official Records Book 417, page 557 of said Public Records; thence Northwesterly along said Northeasterly line, 1130 feet, more or less, to its intersection with the Northwesterly line of said lands of Official Records Book 417, page 557; thence Southwesterly along said Northwesterly line, 480 feet, more or less, to its intersection with the Northeasterly right of way line of State Road No. 16, a 200 foot right of way as presently established; thence Northwesterly along said Northeasterly right of way line, 1140 feet, more or less, to its intersection with the Easterly line of Section 38 of the A. Huertas Grant, said Township and Range, said point also lying on the Westerly line of said Section 26; thence Northeasterly along said line, 1300 feet, more or less, to its intersection with the South line of those lands described and recorded in Official Records Book 593, page 431 of said Public Records, said line also being the North line of said Section 26; thence Easterly along said line, 690 feet, more or less, to its intersection with the West line of Section 39 of the E.

Asthor Grant, said Township and Range; thence Southerly along said West line of Section 39, a distance of 40 feet, more or less, to the Southwest corner of said Section 39; thence Southeasterly along the South line of said Section 39, a distance of 2200 feet, more or less, to the Southeast corner of said Section 39; thence Northerly along the East line of said Section 39, a distance of 2170 feet, more or less, to the Point of Beginning.

Containing 240 acres more or less.



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October 11, 1999

Work Order No. S99-307
Cummer Land Trust

St. Johns River Water Management District Conveyance Land
Parcel "E"

A portion of Section 36 and Section 42 of the G.W. Perpall Grant, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the West line of said Section 42 with the Southwesterly line of the limited access right of way of Interstate Highway No. 95, a 300 foot right of way as presently established; thence South $38^{\circ}29'40''$ East along said Southwesterly right of way line, 2360 feet, more or less, to its intersection with the East line of Government Lot 2, of said Section 36; thence Southerly along said East line, 1110 feet, more or less to its intersection with the South line of said Government Lot 2; thence Westerly along said South line, 1320 feet, more or less to its intersection with the West line of said Government Lot 2; thence Northerly along said West line, 1310 feet more or less to its intersection with the South line of said Section 42; thence Westerly along said South line, 700 feet, more or less to its intersection with the East line of Section 41, of the G.W. Perpall Grant, said Township and Range, said line also being the West line of said Section 42; thence Northerly along said line, 1910 feet, more or less to the Point of Beginning.

Containing 75 acres, more or less



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October 11, 1999

Work Order No. S99-307
Cummer Land Trust

St. Johns River Water Management District Conveyance Land
Parcel "F"

A portion of Section 31, Township 6 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly line of said Section 31, with the Southwesterly limited access right of way line of Interstate Highway No. 95, a 300 foot right of way, as presently established; thence South $38^{\circ}29'40''$ East, along said Southwesterly right of way line, 3750 feet, more or less, to a point; thence South $23^{\circ}29'40''$ East, continuing said Southwesterly right of way line, 360 feet, more or less, to its intersection with the South line of said Section 31; thence Westerly, departing said right of way line, along said South line, 1090 feet, more or less, to its intersection with the East line of those lands described and recorded in Official Records Book 1073, page 1879 of the Public Records of said County; thence Northerly along said Easterly line, 1320 feet, more or less, to its intersection with the North line of those lands described and recorded in Official Records Book 1073, page 1879 of said Public Records; thence Westerly along said North line, 1320 feet, more or less, to its intersection with the West line of said Section 31, thence Northerly along said West line, 1980 feet, more or less, to the Point of Beginning.

Containing 55 acres, more or less.



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October 11, 1999

Work Order No. S99-307
Cummer Land Trust

St. Johns River Water Management District Conveyance Land
Parcel "G"

All of Government Lots 4 and 5, lying in Section 35, Township 6 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Government Lot 4 as described in Official Records Book 417, page 549 also being the Northwest corner of said Section 35; thence Easterly along the North line of said Government Lot 4, also being the North line of said Section 35, a distance of 1350 feet, more or less, to its intersection with the West line of those lands described and recorded in Official Records Book 1412, page 638 of the Public Records of said County; thence Southerly along said West line, and along the West line of those lands described and recorded in Official Records Book 915, page 812, of said Public Records, a distance of 2690 feet, more or less, to its intersection with the North line of those lands described and recorded in Official Records Book 1302, page 1269 of said Public Records; thence Westerly along said North line, 1350 feet, more or less, to its intersection with said West line of said Section 35; thence Northerly along said West line, 2690 feet, more or less, to the Point of Beginning.

Containing 85 acres more or less.

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned authority, personally appeared GERHARD L. HEINEMANN and RICHARD W. CARPENTER to me well known and known to me to be the Vice-President and Assistant Secretary respectively of CONTAINER CORPORATION OF AMERICA, the corporation named in the foregoing instrument and known to me to be the persons who as such officers of said corporation executed the same; and then and there the said GERHARD L. HEINEMANN and the said RICHARD W. CARPENTER did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the uses and purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of February, 1981, in the State and County aforesaid.

Jean M. Lambly
NOTARY PUBLIC, in and for the
State and County Aforesaid

My Commission Expires: _____

My Commission Expires December 22, 1981