

Grantee shall have six months from the date of this deed to cut and remove the timber herein conveyed. Any trees not removed from the premises within the terms of this deed shall revert to the grantors. The grantee agrees that it will keep in repair in as good condition as at present all fences on the premises in the area in question.

Grantee agrees that it will not log or carry on its operations upon the premises in extremely wet weather and that it will use existing roads on the premises insofar as possible. Should unusual weather conditions prevent normal logging operations for a period of more than a week's duration, the grantee may at its option advise the grantors, in writing, of the number of working days lost during such unusual protracted wet spell and unless the grantors object, in writing, within one week after receipt of such notice, the term for removing trees shall be extended by such period. Should the grantors disagree with the grantee as to the necessity for curtailing logging operations because of said weather and the resulting extension of the term of this timber deed, then in that event, the grantors and grantee hereby agree to be bound by arbitration on the question of such an extension. Each party shall select a registered forester licensed to practice forestry in the State of South Carolina, and the two arbitrators so chosen shall select a third disinterested licensed forester to act as referee. A decision as to any extension of the term by two of the three arbitrators so selected shall be final and binding upon all parties to this agreement.

In the event grantee cuts any pines outside of the sales area, except those necessary for the removal of the timber conveyed, it shall pay therefor at the rate of Thirty-six and no/100 (\$36.00) Dollars per cord.

~~Grantee shall keep records of all timber cut by weight and grantors shall have the right to inspect the records of grantee relating to timber cut under the terms of this deed. In the event of any dispute between the parties regarding the amount of timber cut, the question shall be resolved by arbitration in the manner set forth regarding the extension of the term of this deed in the event of bad weather. Grantee will pay grantors for all timber cut upon completion of the cutting.~~

It is specifically understood and agreed that the grantors warrant the acreage in the above tract and do hereby indemnify the grantee against any claim made by any person claiming an interest in the timber herein conveyed and that grantors will defend any suit brought by any such person on behalf of the grantee and will be liable for all costs, including attorney's fees in connection with defending such claim.

To have and to hold all and singular the said timber and timber rights before mentioned unto the said Champion International Corporation its successors and assigns forever.

Grantors hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend, all and singular, the title to the trees and timber herein conveyed, unto the grantee, its successors and assigns, against themselves, their heirs and all other persons lawfully claiming, or to claim the same or any part thereof.

WITNESS our hands and seals, this 26th day of October

in the year of our Lord one thousand, nine hundred and ~~seventy~~ eighty-one and in the two hundred and sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered  
in the Presence of:

Gay Wayne Beard  
Christine J. White

David Randall Massengale (L.S.)  
Mary E. Massengale (L.S.)  
\_\_\_\_\_ (L.S.)

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