

attorney's fees, in connection with defending such claim.

In the event of any dispute between the Grantor and the Grantee arising out of the terms and conditions of this Timber Deed and the performance of other parties thereunder, Grantor and Grantee agree to accept and be bound by the decision of an arbitration board of three (3) members, with one member being selected by the Grantor, one by the Grantee and the third member being selected by the first and second arbiters appointed. The arbiters appointed must reach an agreement within thirty (30) days after the appointment of the arbiter by the Grantor and the Grantee. The parties agree to abide by and to be controlled by the "Uniform Arbitration Act" as enacted in South Carolina. The period allowed herein for cutting and removal of timber shall be extended automatically for the number of days required to complete the selection of the arbiters and to complete the arbitration of such issues.

Neither Grantor nor Grantee shall be responsible for non-performance due to strike, lockout, riot, war, civil disturbance, Act of God or other causes (whether or not of a similar nature) beyond the reasonable control of the parties. At the option of the Grantee, the terms of this contract shall be extended for a period of time equal to the time the Grantee is prevented from cutting and removing said timber due to any of the above occurrences so that the Grantee shall have sufficient time to remove said timber.

The Grantee agrees to hold harmless the Grantor of and from all damages to other persons or things caused by the logging operation of the Grantee.

The Grantee agrees that all truck roads and fences will be left at the conclusion of logging operations in the same condition as they were in at the beginning of logging operations.

TO HAVE AND TO HOLD, all of the timber herein conveyed, to the extent cut and removed within the time herein stated, to the said Georgia-Pacific Corporation, its successors and assigns, forever.

And the Grantor does hereby warrant and defend title to the said property herein conveyed unto the said Georgia-Pacific Corporation, its successors and assigns forever from and against any and all rights or claims of any and all persons, firms and corporations whatsoever.

The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Grantor covenants to and with the Grantee, its successors and assigns, that he is, ~~is~~ seized of an indefeasible title in fee simple to the said property, rights and privileges hereby conveyed, that he has, ~~has~~ the right to grant and convey the trees and timber, rights and privileges hereby granted and conveyed, that the title thereto is free from defects, imperfections and encumbrances, and that it, the said Grantee, its successors and assigns, shall quietly and peaceably possess and enjoy the same; that he warrant(s) generally the title thereto, and will execute such other and further assurances as may be requisite.

WITNESS my, ~~xxx~~ hand and seal, this 25 day of September in the year of our Lord one thousand, nine hundred and eighty one and in the two hundred and sixth year of the Sovereignty and Independence of the United States.

Signed, Sealed and Delivered in the Presence of:

Cynthia Champion
John M. Pucka

John T. Jones (LS)

_____ (LS)

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