

during ten (10) months of each calendar year during the life of this contract; and in cutting the same to cut over such portions as may be designated by the Sellers particularly to the end that the cutting shall be complete and thorough and without moving from place to place and upon the premises before all timber embraced under the terms of this contract shall have been cut; the Sellers meanwhile reserving the right to cut and remove any timber upon said premises not embraced in the terms of this contract to sell and provided the same be removed in a manner as not to interfere with the operations of the Purchaser.

VI.

The Purchaser agrees to proceed with the orderly and expeditious work of cutting, sawing and removing of said timber and without unreasonable delay, aside from the minimum requirements hereinbefore provided for, and to conduct the operations hereunder provided for in a good and workmanlike manner and in such way and manner as shall not result in unavoidable damages to the property of the Sellers; and with the right in the Sellers to inspect said premises and the operations thereon from time to time in accordance with their election so to do.

VII.

The rights of the Purchaser hereunder shall in no event be assignable by him, either voluntarily or involuntarily, and this contract shall terminate upon any receivership or creditors' proceedings of any nature affecting the Purchaser; likewise the death of the Purchaser shall without more terminate this contract. This contract may likewise be terminated by the Sellers upon any breach or non-performance of the terms and provisions hereof upon the part of the Purchaser and upon ten days notice in writing to the Purchaser, which may be mailed to his last known address.

VIII.

Upon a termination of this contract for any reason all rights of the Purchaser shall thereupon cease in respect to any and all of said timber remaining upon said premises whether cut or sawed or in any other condition or situation as shall likewise be true of any and all other rights of the Purchaser except as to the right of removing from the premises the saw mill equipment or other equipment upon the premises personally belonging to the Purchaser and employed by him in connection with the operation of this contract. The purchaser likewise agrees to pay and discharge all accounts incident to said operation as the same become due and payable which accounts constitute a lien upon any of the timber as a matter of law.

IX.

The purchaser has on this day deposited with the Sellers the sum of One Thousand Dollars (\$1,000.00) to insure his good faith in the full performance and discharge of all of his undertakings, agreements and covenants herein contained and which amount shall be held by the Sellers until a termination of this contract and for sixty days in addition to such time, unless within that time the Purchaser or his representative have failed to show a full performance of such covenants and undertakings including the payment of all amounts of the purchase price of said timber cut and removed as hereunder provided and any and all other liens or accounts as might exist in respect thereto and the satisfaction of any and all damages which might have been sustained by the Sellers as a result of the non-performance by the Purchaser of any and all agreement and covenants as herein contained.