

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 which the contractor has no control over~~ 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.

This conveyance is subject to the following terms and conditions:

1. Timber conveyed:

(a) Species: Pine

(b) Specifications: Timber to be marked by Georgia Pacific Corporation prior to cutting and shall be approved by the grantor.

(c) Quality: Timber that will produce merchantable logs meeting the following minimum requirements:

1. Pine Chip-and-Saw: any pine tree which contains at least one merchantable 16-foot saw log which measures at least 8-inches in diameter on the big end and 6-inches in diameter on the small end (all diameter measurements are to be made inside the bark). Additional lengths may be added until the tree reaches a merchantable or 6-inch diameter top.

2. Pine Pulpwood: Trees measuring less than eight (8") inches in diameter across the stump inside the bark and any unmerchantable pine log material and tops not suitable for chip-and-saw will be utilized for pine pulpwood.

2. Purchase Price: All pine used for chip-and-saw will be paid for at the rate of \$30.00 per cord. All pine not suitable for chip-and-saw will be used as pine pulpwood and paid for at the rate of \$10.00 per cord. Georgia-Pacific Corporation shall have no obligation to pay for any trees which it does not cut. The grantor requests that all payments for timber cut be mailed to him at The Furman Company, Daniel Building, Greenville, South Carolina, 29602.

The grantor further agrees that he shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land and timber, until the timber is cut.

The Grantee agrees that it will keep the damage to unmarked timber and young unmerchantable trees at a minimum necessary to carry out logging operations.

The Grantee agrees by acceptance of this deed that all truck roads used by the Grantee will be left at the conclusion of logging operations in the same general 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 seized of an indefeasible title in fee simple to the said property, rights and privileges hereby conveyed, that he has, have 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 ~~our~~ hand and seal, this 25<sup>th</sup> day of May in the year of our Lord one thousand, nine hundred and eighty two 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:

Gene Dabe  
Gerda H. Bell

Junius H. Garrison, Jr. (LS)  
Junius H. Garrison, Jr. (LS)

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