

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.

This conveyance is subject to the following terms and conditions:

1. Timber Conveyed:

(a) Species: Pine and Hardwood  
(b) Specifications: All merchantable trees except those marked are not to be cut. No marked trees are to be cut.

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

(1) Pine Plylogs: All pine trees which measure 10 inches in diameter on the small end of the first 17 foot log and cut in multiples of 8 feet 9 inches to a merchantable 8 inch top diameter. Logs must meet plylog merchantability in straightness and soundness.

(2) Pine Chip-and Saw: All pine trees not suitable for Pine Plylogs but which measure at least 8 inches across the butt end, inside the bark, and which measure at least 6 inches in diameter outside the bark at the end of a 16 foot log will be utilized down to a merchantable 6 inch top outside the bark.

(3) Pine Pulpwood: All pine trees or material not suitable for Pine Plylogs or Pine Chip-and-Saw will be utilized as Pine Pulpwood.

(4) Hardwood Plylogs: All sweet gum and poplar trees which measure 10 inches or larger in diameter on the small end of first 17 foot log, can be cut in multiples of 8 feet 9 inches to a merchantable 9 inch top diameter, inside the bark. Logs must meet plylog merchantability in straightness and soundness.

(5) All hardwood trees or material not meeting the requirements for Hardwood Plylogs will be utilized as hardwood pulpwood.

2. Purchase Price: All pine timber utilized as Pine Plylogs will be paid for at the rate of \$52.60 per cord based on weight of 5,350 pounds per cord. All timber utilized as Pine Chip-and-Saw will be paid for at the rate of \$32.00 per cord based on weight of 5,350 pounds per cord. All timber utilized as Pine Pulpwood will be paid for at the rate of \$11.00 per cord based on weight of 5,350 pounds per cord or measured at the rate of 128 cubic feet per cord. All hardwood utilized as Hardwood Plylogs will be paid for at the (Continued on Exhibit A attached hereto)

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 she is, and is seized of an indefeasible title in fee simple to the said property, rights and privileges hereby conveyed, that she has, and 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 she warrant(s) generally the title thereto, and will execute such other and further assurances as may be requisite.

WITNESS my ~~xx~~ hand and seal, this 1st day of June in the year of our Lord one thousand, nine hundred and eighty three and in the two hundred and seventh year of the Sovereignty and Independence of the United States.

Signed, Sealed and Delivered in the Presence of:

*William R. Marley*  
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\_\_\_\_\_

*Grace Charles Martin*  
By *Grace M. Phillips P.O.A.* (I.S.)  
Grace Charles Martin by her attorney (I.S.)  
in fact, Grace Martin Phillips (I.S.)  
\_\_\_\_\_ (I.S.)

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