

5. Should Grantee erect on said easement premises any building, structure or improvement of any kind or nature and should such building, structure or improvement be assessed for tax purposes, then Grantee shall pay any taxes which may be levied against the same for any taxable year, or shall reimburse West Virginia for any taxes which it may be required to pay by reason of any such added building, structure or improvement.

6. No delay or omission by West Virginia to exercise any right or power accruing upon any default or violation of any of the conditions, covenants or agreements contained herein by Grantee shall impair any right or power of West Virginia or shall be construed to be a waiver of any default or violation or acquiescence therein.

IN WITNESS WHEREOF, the said WEST VIRGINIA PULP AND PAPER COMPANY has caused these Presents to be executed in its name by its Timberlands Division Manager and its President, attested by its Assistant Secretary, and its Corporate Seal to be hereunto affixed, as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Sullivan M. Lucca
Edward P. Lockman
Walter E. Barber

WEST VIRGINIA PULP AND PAPER COMPANY

By Wm. H. Lutz
President

W. D. Y. Lohart
Division Manager

Attest Ann T. Linn
Assistant Secretary

(Continued on next page)