Grantee shall have two ximints from the date of this deed to cut and remove the timber herein conveyed. Any trees not removed from the premises within the term of this deed shall revert to the grantor. The grantee agrees that it will keep in repair in as good condition as at present all fences on the premises in the area in question.

Grantor shall have the right to designate and approve the location of the accesses to be used or cut by grantee.

Grantee agrees to maintain all roads used on grantor's property in a passable condition and reasonably free from erosion during the term of this deed.

Grantee agrees to put adequate waterbars on all roads used on grantor's property and leave all roads in passable condition upon completion of grantee's logging operations at grantee's expense.

Grantee agrees to remove trees and tree tops from permanent streams, pastures and from across property lines.

Grantee agrees to cut so as to cause the least possible waste and not to cut stumps higher than twelve (12) inches above the ground except where defect, badly fire scarred, or with visible fence wire ingrowth.

Grantee agrees to employ sound forestry practices in the cutting and removal of the timber and to use its best efforts to prevent forest fires.

Grantee agrees to indemnify and save the grantor harmless from any and all claims or damages asserted against the grantor by reason of any acts or conduct on the part of the grantee, its agents or contractors.

In the event a dispute should arise between the parties as to the terms of this deed or the performance thereunder, the same shall be resolved by arbitration in accordance with the Uniform Arbitraction Act in effect in South Carolina.

MANAGEMENT AND STATE

It is specifically understood and agreed that the grantor warrants the acreage in the above tract and does hereby indemnify the grantee against any claim made by any person claiming an interest in the timber herein conveyed and that grantor will defend any suit brought by any such person on behalf of the grantee and will be liable for all costs, including attorney's fees in connection with defending such claim.

To have and to hold all and singular the said timber and timber rights before mentioned unto the said Champion International Corporation, its successors and assigns forever.

Grantor hereby binds himself, its successors and assigns to warrant and forever defend, all and singular, the title to the trees and timber herein conveyed, unto the grantee, its successors and assigns, against himself, itself and its successors and assigns, or to claim the same or any part thereof.

WITNESS my hand and seal, this day of April

in the year of our Lord one thousand, nine hundred and severity-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:

MILLIKEN AND CO. (LS)

My Junes

amela R. Davitt

Mary ann Morrison

DENTINUED ON NEXT PAGE